

**WORK SESSION AND 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, JUNE 7, 2016**

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. WORK SESSION

W1. Work session to review the plant operations for the Fuel Processing Operators LLC (Pro-Petroleum) located at 1126 W. Olive Avenue, El Mirage, Arizona 85335. (Development & Community Services)

IV. PRESENTATION

P1. Presentation to Councilor Lynn Selby, recipient of the 2016 National Safety Operation Lifesaver F. Tom Roberts Memorial Volunteer Award for his rail safety education outreach efforts in Arizona. (Administration)

V. CALL TO THE PUBLIC

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

those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

VI. CONSENT AGENDA

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

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, May 17, 2016. (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 adopt revised Financial Policies. (Finance)
4. Consideration and action to authorize the Deputy City Manager/Finance Director to make transfers as necessary for FY2015-16 to adjust fund and department balances to comply with annual audit. (Finance)
5. Consideration and action to authorize the Deputy City Manager/Finance Director to make budget adjustments for FY2016-2017 to adjust the balance of FY2015-16 carryforward projects. (Finance)

VII. REGULAR AGENDA

- A. Public hearing, closure of public hearing, followed by consideration and action to approve a Major Site Plan Amendment to the Fuel Processing Operators LLC (Pro Petroleum) plant at 12126 W. Olive Avenue and authorize the City Manager to enter into a development agreement. (Development & Community Services)
- B. Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit and Major Site Plan for the El Mirage Business Center & Storage facility at 10111 N. El Mirage Road. (Development & Community Services)
- C. Public hearing, closure of public hearing, followed by consideration and action to approve a Site Plan for a Burger King restaurant with a drive-through facility at 13775 N. Dysart Road. (Development & Community Services)
- D. Consideration and action to authorize the City Manager to enter into a contract with Redhawk Solutions LLC for traffic signal maintenance and repair in an amount not to exceed \$50,000 annually. (Public Works)

- E. Consideration and action to hold a public hearing to permit any taxpayer to be heard in favor of or against any proposed expenditure or tax levy. (Finance)
- F. Consideration and action to convene in a Special Meeting to finally determine and adopt estimates of proposed expenditures pursuant to A.R.S. §42-1710. Adoption of budget. (Finance)

**SPECIAL MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
TUESDAY, JUNE 7, 2016**

G. SPECIAL MEETING AGENDA

- SPI. Consideration and action to finally determine and adopt the FY 2016-17 proposed spending limitation and budget pursuant to Resolution R16-06-15. (Finance)
- H. Consideration and action to close the Special Meeting and reconvene into Regular session. (Finance)

VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager’s summary but may have general comment or questions.

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.

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 JUNE 7, 2016
I hereby certify that this agenda was posted by 5:00 p.m. on June 3, 2016 at the following locations:
1) the City of El Mirage Exterior Bulletin Board at 12145 N.W. Grand Avenue, and 2) the City of El Mirage website at www.cityofelmirage.org.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/31/2016</u> DATE ACTION REQUESTED: <u>06/07/2016</u> <input checked="" type="checkbox"/> REGULAR <input 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: Presentation	SUBJECT: Presentation to Councilor Lynn Selby, recipient of the 2016 National Safety Operation Lifesaver F. Tom Roberts Memorial Volunteer Award for his rail safety education outreach efforts in Arizona.
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TO: Mayor and Council
FROM: Mayor
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: Press Release

DISCUSSION: Councilor Lynn Selby was awarded the national safety F. Tom Roberts Memorial Volunteer Award on May 12, 2016 at the Operation Lifesaver Leadership Annual Conference in San Antonio, Texas. Since 2011, Councilor Selby has conducted railroad crossing safety presentations to professional drivers, school groups, driver education classes, school bus drivers, and recreational vehicle drivers, reaching 40,000 people in the state of Arizona.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

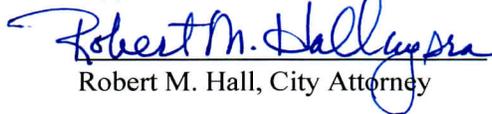
BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:


 Robert Nilles

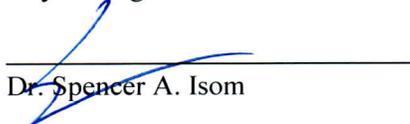
6/2/16
 Date

Approved as to Form:


 Robert M. Hall, City Attorney

6/2/16
 Date

City Manager:


 Dr. Spencer A. Isom

6/2/16
 Date



Lynn Selby

For Immediate Release

Selby Named Recipient of Operation Lifesaver 2016 National Safety Award

SAN ANTONIO, TEXAS, May 13, 2016 – Railroad safety nonprofit Operation Lifesaver (OL, www.oli.org) presented a national safety award highlighting individual achievements in preventing deaths and injuries around tracks and trains to **Lynn Selby** of El Mirage, Arizona.

Selby received the *F. Tom Roberts Memorial Volunteer Award* for his rail safety education outreach efforts in Arizona. The award was presented at a banquet during the Operation Lifesaver Leadership Conference, which carried the theme “Rail Safety – A Mission For Life.”

“We are proud to present this award to Lynn Selby honoring him for his dedication to saving lives on behalf of Operation Lifesaver,” said Bonnie Murphy, president & CEO of Operation Lifesaver, Inc. “Mr. Selby exemplifies the passion and creativity of our volunteers and partners, who are making a difference every day in their communities.”

Selby, a City Council member for City of El Mirage, Arizona, has been an Operation Lifesaver volunteer since 2011, when his concerns about the number of crossing incidents in his area brought the nonprofit organization to his attention. In 2015, Selby conducted presentations to professional drivers, school groups, driver education classes and school bus drivers, reaching nearly 1,200 people in the greater Phoenix area. In his time as an OL volunteer, he has reached 40,000 people in the state of Arizona. Selby’s interest in educating the recreational vehicle community about railroad crossing safety led to his development of materials specifically for RV drivers.

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>05/27/2016</u></p> <p>DATE ACTION REQUESTED: <u>06/07/2016</u></p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION # _____</p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u></p>	<p>SUBJECT: Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, May 17, 2016.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Sharon Antes, City Clerk <i>Sharon</i></p>
<p>RECOMMENDATION: Approve minutes from the May 17, 2016 Regular Council meeting.</p>
<p>PROPOSED MOTION: I move to approve the minutes of the May 17, 2016 Regular Council Meeting as presented.</p>
<p>ATTACHMENTS: Draft Minutes</p>

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

Deputy City Manager/Finance Director:

Robert Nilles 6/2/16
Robert Nilles Date

Approved as to Form:
Robert M. Hall 6/2/16
Robert M. Hall Date

City Manager:

Dr. Speneer A. Isom 6/2/16
Dr. Speneer A. Isom Date

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
5:30 PM - TUESDAY, MAY 17, 2016**

Agenda

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

The meeting was called to order at 5:30 pm.

Pledge of Allegiance

Moment of Silence

Silence Cell Phones & Pagers

III. EXECUTIVE SESSION

E1. Discussion and consultation for legal advice with the City Attorney, pursuant to A.R.S. §38-431.03A.3 (Administration)

Vice Mayor Ramirez moved to convene into Executive Session at 5:34 pm; seconded by Councilor Bob Jones. Motion carried unanimously (7/0).

Vice Mayor Ramirez moved to close the Executive Session and reconvene into Regular Session at 6:53 pm; seconded by Councilor Bob Jones. Motion carried unanimously (7/0).

IV. PRESENTATION

P1. Presentation to Dysart High School students Mariah Fleming and Charles Proby for achieving Athlete of the Month awards for the month of April, 2016. (Administration)

Dr. Isom advised Council that he recently attended an awards ceremony at which several El Mirage high school athletes were honored and stated he believed it important for Council to be made aware of the high achievements of these students. He then introduced the Dysart High School Athletic Director Mr. Ty Timbrooks. Mr. Timbrooks introduced Council to DUSD Athletic Director Mr. James Braden, DUSD PIO Zachary Fountain, and the students' parents who were also in attendance at this meeting. He then explained the program to recognize outstanding athletes.

Maria Fleming was introduced as the Female Athlete of the Month for April 2016. Ms. Fleming has a GPA of 4.4 and while playing two sports, she took on the

responsibility of the Varsity Baseball Team. She was an inspiration to her teammates and was vital to the team's success. She is also the Tennis Team Captain and is the epitome of a role model displaying great strength of character.

Charles Proby III was then introduced as the Male Athlete of the Month for April, 2016. He is a sophomore with a GPA of 3.89. He is a member of the Boys Varsity Basketball Team and is also an outstanding track and field athlete. He has the highest 3-point shooting percentage and is second in free throw percentage which contributed to the team's success in making it to the state playoffs. He is a versatile member of the Track and Field Team achieving automatic State qualifying times in the 400 meters, 4 x 100 relay, and 4 x 400 relay, and provisional qualifying times in the 100 meter and 200 meter. The Boys Track and Field State meet was held on May 7th and he was a member of the 4 x 4 relay team that won the State Championship for Dysart High School.

Mayor Mook stated they look forward to more of these presentations in the future.

Dr. Isom requested Maria Fleming and Charles Proby make statements to Council. When he asked Ms. Fleming how she balanced maintaining her high grade point average and participation in sports she stated she has always enjoyed sports but also pays close attention to her studies; Dr. Isom encouraged her to move forward with both endeavors and wished her luck in her chosen field of dental hygiene.

Dr. Isom then stated he has watched Charles develop as an athlete while also doing well in his academics. When he asked Charles about the recent race at Boys' State, Charles said it was a long and intense day they prepared all year for and they just gave it their all.

Dr. Isom thanked DUSD Athletic Director, James Braden for attending stating he wants to connect the community with the achievements of El Mirage students. Mr. Braden addressed Council stating he has been with DUSD for many years and is amazed at the positive changes he has seen taking place in El Mirage over the past few years and is honored that the City is recognizing these student athletes and their remarkable achievements.

Mayor Mook pointed out this comes at a time when the City is reaching out for additional partnering with Dysart Unified School District. Council and staff are interested in developing that partnering because of the students; Mr. Braden stated he would be happy to continue this recognition during the school session.

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 Comment 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, May 3, 2016. (City Clerk)
2. Consideration and action to approve a sole source purchase from Aqua-Aerobic Systems for replacement control panels at the Wastewater Treatment Facility, in an amount not-to-exceed \$12,500, pursuant to City Code §30.26(B). (Public Works)

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

VII. REGULAR AGENDA

- A. Consideration and action to recommend to the Maricopa County Board of Supervisors the re-appointment of Councilor Roy Delgado (primary) and the appointment of Councilor David Shapera (alternate) to the Community Development Advisory Board (CDAC) for FY 2016/17. (Mayor)

Mayor Mook moved to recommend to the Maricopa County Board of Supervisors the re-appointment of Councilor Roy Delgado (primary) and the appointment of Councilor David Shapera (alternate) to the Community Development Advisory Board (CDAC) for FY 2016/17; seconded by Vice Mayor Ramirez. Motion carried unanimously (7/0).

- B. Public hearing, closure of public hearing, followed by consideration and action to approve Ordinance O16-05-04 amending City Code §154.130 Temporary Signs, (14) Political Signs (c) and (d) to reflect the same number of days as set forth in A.R.S. §16-1019H regarding the erection of political signs prior to and following elections. (City Clerk)

City Clerk Sharon Antes explained this is an ordinance to update City Code to mirror the current state statute regarding the number of days political signs can go up prior to an election and removal after the election. City code states signs can be erected 45 days prior to an election and must be removed 10 days following an election; current state law is 60 days prior to an election and 15 days after. Ms. Antes also informed Council that there is legislature moving forward to change the 60 days to 86 days prior to an election, which would coincide with the first day of early voting, but it has not yet been signed by the Governor and will not affect this Primary election cycle.

Mayor Mook opened the Public Hearing. There being no comments from the public, Mayor Mook closed the Public Hearing.

Vice Mayor Ramirez moved to approve Ordinance O16-05-04 amending City Code §154.130 Temporary Signs, (14) Political Signs (c) and (d) to reflect the same number of days as set forth in A.R.S. §16-1019H regarding the erection of political signs prior to and following elections; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- C. Consideration and action to approve Resolution R16-05-14 adopting the City of El Mirage Tentative Budget thereby setting the maximum expenditure limit for FY 2016/17. (Finance)

Finance Director Robert Nilles stated the budget presentation is the same as presented at the Budget workshop and while he would be willing to present again, he noted the City Clerk was under a time constraint to take ballots from the Special State election held today to the Maricopa County Elections Department immediately following this meeting; he would be willing to answer any questions.

Council determined it was not necessary to repeat the presentation and had no further questions. Councilor Delgado requested the budget process start earlier next year and that two full days be reserved for the process.

Vice Mayor Ramirez moved to approve Resolution R16-05-14 adopting the City of El Mirage Tentative Budget thereby setting the maximum expenditure limit for FY 2016/17; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

Development and Community Services Director/City Engineer Jorge Gastelum reported traffic will re-open on the eastern half of El Mirage Road between Cactus Road and Peoria Avenue on Monday, May 23, 2017. He then updated Council on various activity phases along other sections of the respective El Mirage Road and Thunderbird Road projects. Maricopa County and ADOT are working simultaneously with the City's contractor and other utilities on numerous sections of these projects. He also reported that the intersection of Santa Fe and El Mirage Road is scheduled to be closed for nearly four weeks starting May 26th but there will be access to the Rio Mirage Café on that corner.

Mayor Mook asked Mr. Gastelum about the City's contractor, Sunland, doing the Gateway Park to Cactus Road phase of El Mirage Road and he replied that Sunland had been selected in the recent bid process to also do the work from Cactus Road to Santa Fe Lane. It is easier to work with a known contractor and

more efficient for the process. Mayor Mook encouraged everyone to look at the new transit lighting between Cactus and Peoria on the east side of El Mirage Road.

Vice Mayor Ramirez asked if all City traffic signals are being converted from the vertical to horizontal design and Mr. Gastelum answered the decision is still to be made for areas not a part of the existing project. VM Ramirez expressed his preference for the horizontal design as he believes they are more visible and mentioned he has also seen them in Paradise Valley. He also recommended that "decreased-speed" traffic control signs be displayed prior to commencement of construction.

Councilor Shapera asked if the City's Contractor had been considered for moving the Community Garden. Dr. Isom reported the bid has not yet been let but the current contractor would certainly be invited to also bid for that project.

Councilor Jones stated he is pleased with the progress of the road projects and is anxious to see pavement being installed.

Councilor Selby asked if the new transit streetlights are LED lighting and Mr. Gastelum confirmed that they are, in fact, LED.

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.

There were no comments from City Council.

X. ADJOURNMENT - Meeting was adjourned at 7:31 pm.

ATTEST:

Sharon Antes, City Clerk

Lana Mook, Mayor

I hereby certify the aforementioned minutes are a true and accurate record of the City of El Mirage City Council meeting held on May 17, 2016 and a quorum was present.

Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/18/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ 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.
DATE ACTION REQUESTED: <u>06/07/2016</u>		
___ REGULAR ___ <input checked="" type="checkbox"/> CONSENT		

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>dra</i>
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.

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: \$1756.00

Deputy City Manager/Finance Director:

R. Nilles

 Robert Nilles Date 6/2/16

Approved as to Form:

Robert M. Hall

 Robert M. Hall, City Attorney Date 6/2/16

City Manager:

Spencer A. Isom

 Dr. Spencer A. Isom Date 6/2/16



**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 ___ of ___

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 _____ **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
US Filter Operating Services	GS 1018	10463	9.13.2001	11.12.2001	Paper	1 File
Adult Accident Reports/Notices of Claim/Incident Reports	GS 1018	10265	1.8.1982	12.31.2010	Paper	3 Boxes
Arizona American Water - Meter Reading Services	GS 1018	10463	4.12.2007	4.11.2010	Paper	1 File
APS Trenching Agreement	GS 1018	10463	6.15.2001	6.16.2002	Paper	1 File
Sirius Computer Solutions, Inc. - Computer Services	GS 1018	10463	2.23.2007	3.31.2010	Paper	1 File
White Tanks Little League Organization	GS 1018	10463	2.4.2009	12.31.2009	Paper	1 File
Affidavits of Publication	GS1016	10431	1.1.2013	12.31.2013	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: 7-Jun-16

RECORDS MANAGEMENT CENTER

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2016</u> DATE ACTION REQUESTED: <u>06/7/2016</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input type="checkbox"/> OTHER: _____	SUBJECT: Consideration and action to adopt revised Financial Policies.
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TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director
RECOMMENDATION: Approve adoption of Financial Policies.
PROPOSED MOTION: I move to adopt the revised Financial Policies as presented.
ATTACHMENTS: Revised Financial Policies

DISCUSSION: Section 2.1 of the Financial Management Policies directs “the Council will annually or more frequently as required, review and adopt the financial management policies.” The Financial Management Policy has been revised to include additional information associated with grant management in Section 3.4 and staff recommends approval of the following addition to Section 3.4.1: *“Therefore, employees shall apply for grants that are consistent with the mission and priorities of the City. When employees apply for, accept, and/or administer a grant, the City assumes responsibility for complying with the grant obligations. The City Manager shall establish policies for grant related projects.”*

FINANCIAL IMPACT: N/A

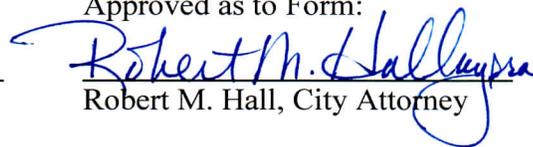
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

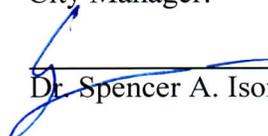
Deputy City Manager/Finance Director:


 Robert Nilles 6/2/16
 Date

Approved as to Form:


 Robert M. Hall, City Attorney 6/2/16
 Date

City Manager:


 Dr. Spencer A. Isom 6/2/16
 Date



Financial Management Policies

Revised June 7, 2016

Revised May 21, 2013

Adopted June 19, 2012

Sound financial policies provide guidance and assurance to the community that the City is following best practices. The Government Finance Officers Association recommends that financial policies be developed and formally adopted by the jurisdiction's governing board. These policies are subject to review and refresh at any time.

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Policy 1
Financial Management Goals

Purpose: Define overall financial management goals.

- 1.1 Maintain a financially viable city government that provides an adequate level of services.
- 1.2 Maintain financial flexibility to adapt to local, regional, and national economic changes.
- 1.3 Maintain programs and activities that add value and contribute to the City's mission.

Policy 2
Policy Review

Purpose: Require periodic review and revision to financial management policies.

- 2.1 The Council will annually or more frequently as required, review and adopt the financial management policies.

- 2.2 These policies are meant to serve as a guideline to ensure that best practices are utilized. Accordingly the term “shall” as utilized in this document is considered to be synonymous with the term “should”.

**Policy 3
Budget Policies**

Purpose: Require the City to systematically plan, adopt, and manage annual operating budgets.

Section 3.1: Introduction

3.1.1 The Council shall annually review, re-affirm, amend as necessary, and adopt budget policies (guidelines) as part of the process to develop, consider, and adopt tentative and final budgets. The budget policies will address revenues, expenditure controls, grants, transfers, reserves/contingencies, balances, and reporting. These policies are intended to ensure that the long-term desires of the Council will be met within the financial constraints of the City.

Section 3.2: General

3.2.1 The Council shall use the budget process to weigh all competing requests for City resources, within expected fiscal constraints. The Council shall discourage requests for new, ongoing activities outside the budget process.

3.2.2 The City shall rely upon ongoing revenues to fund ongoing expenditures and avoid one-time sources of revenues to fund ongoing activities.

3.2.3 The Finance Director shall annually prepare 5-year revenue and expenditure forecasts to examine the City's ability to absorb operating costs due to changes in the economy, service demands, service levels, and capital improvements.

3.2.4 The Finance Director shall prepare and the Council shall adopt a department-level operating budget, as presented in schedule E of state budget forms.

3.2.5 The Council can compare service delivery alternatives to ensure that quality services are provided at the most competitive and economical cost. Finance shall direct departments to identify all activities that can be provided by another source and review options/alternatives to current service delivery. The City shall review service delivery alternatives continually.

3.2.6 The City shall fund current year capital projects with:

1. bonds,
2. grants, or
3. funds accumulated (fund balances) prior to budgeting for capital expenditures.

3.2.7 The City shall practice conservatism in budgeting for both revenues and expenditures to ensure the City can meet its ongoing obligations. The City shall not budget excess funds collected (fund balance) for ongoing expenditures.

Section 3.3: Revenues

- 3.3.1 The City shall develop diversified and stable revenue sources to protect activities from short-term fluctuations in any single revenue source.
- 3.3.2 The City shall not dedicate revenues for specific purposes unless required by law, Council Policy, or Generally Accepted Accounting Principles (GAAP). The Finance Director shall deposit all non-restricted revenues in the general fund for appropriation through the budget process.
- 3.3.3 The Council shall review user fees and charges annually to ensure recovery of all direct and indirect costs of service, unless full cost recovery would be excessively burdensome on citizens receiving service.
- 3.3.4 The Council shall adjust rates for enterprise operations (water, sewer, and sanitation) based on ten-year fund plans.
- 3.3.5 The Council shall annually consider the impacts to the General Fund of providing public safety services, as well as the financial impact on the residents and property owners, before setting the primary property tax levy. By statute the primary property levy with adjustments shall not exceed 102% of the prior fiscal year's maximum allowable levy plus new construction and reimbursement for the prior calendar year's tort liability payments.

Section 3.4: Grants

- 3.4.1 The City may rely on grants to leverage City funds. The City shall avoid inconsistent and/or fluctuating grants to fund ongoing activities. In the event of reduced grant funding, the City may substitute City resources only after all other priorities and alternatives are considered. **Therefore, employees shall apply for grants that are consistent with the mission and priorities of the City.**

When employees apply for, accept, and/or administer a grant, the City assumes responsibility for complying with the grant obligations. The City Manager shall establish policies for grant related projects.

- 3.4.2 Whenever possible, the City shall consider grant funded projects which require City matching or operating funds as part of the budget process. Any grant funded expenditure should include a five year analysis of the amount of City funds required to subsidize its operation.

Section 3.5: Transfers and Interfund Loans

- 3.5.1 All requests for transfer require written justification explaining the rationale and fiscal impact.

- 3.5.2 Any transfers between funds, projects, or contingencies require City Council approval. Transfers from department to department within a fund or from line item account to line item account within a department shall require City Manager approval.
- 3.5.3 The Council must review and approve interfund loans.

Section 3.6: Reserve/Council Contingency

- 3.6.1 Council Contingency Funds. The City may use contingency funds when additional funds are needed to offset *unexpected* expenditure increases or when *unanticipated* events threaten the public health or safety. The City Manager shall review and may approve use of contingency funds in accordance with the City's procurement policy.
- 3.6.2 Reserve Funds. The Council will not budget reserve funds – reserve funds are “savings” intended to offset revenue shortfalls during a fiscal year. If there is a shortfall in revenue, the City shall use reserve funds in accordance with the City's fund balance policy. The City may establish reserves for all operating funds – an operating fund is a fund that has salary expenses or collects user fees for services performed (excludes grant and capital funds).
- 3.6.3 Debt Service Funds. The City may accumulate secondary property tax revenues in an amount equal to six months of debt service to ensure that the General Fund is not subsidizing debt service payments. The City shall not collect and reserve secondary property taxes in an amount exceeding twelve months of debt service unless the City intends to prepay general obligation bonds.
- 3.6.4 Debt Service and Replacement Reserves. The City shall fund debt service and replacement reserves to meet required bond covenants including repair and replacement funds in the water and sewer funds.

Section 3.7: Budget Process

- 3.7.1 The City shall monitor and follow the budget process throughout the year. The Finance Director, in consultation with the City Manager, shall initiate the formal budget process by distributing to Departments a budget packet that includes an outline of the budget schedule, year-to-date expenditures and revenues, and all applicable budget forms.
- 3.7.2 The City Manager and Finance Director shall schedule and host a budget introduction session with all Department heads.
- 3.7.3 Departments shall prepare and submit their requests to the Finance Director.

Financial Management Policies

- 3.7.4 The Finance Director shall prepare summary reports, along with detailed budget requests, and submit the reports and detail to the City Manager.
- 3.7.5 Department heads shall individually present capital and operating requests to the City Manager.
- 3.7.6 The City Manager shall review budget requests and provide further guidance to Departments.
- 3.7.7 The City Manager and the Finance Director shall present the recommended draft budget to Council for review and discussion at a Council retreat. As required, Department heads may be present and participate at the Council retreat.
- 3.7.8 After the Council retreat, the Finance Director shall revise the draft budget and prepare a recommended tentative budget. The City Manager and Finance Director shall present the recommended tentative budget for Council consideration and adoption at a regular Council meeting. Capital projects and acquisitions that have not been completed in the current fiscal year are included in the tentative budget as carry forward projects and the beginning fund balance is adjusted accordingly.
- 3.7.9 After Council action, the City Clerk shall publish the tentative budget for two consecutive weeks in the local paper.
- 3.7.10 The Council shall schedule and host a public hearing on the budget, after which the Council shall consider and may adopt the final budget. The Finance Director shall ensure that budget adoption adheres to all statutory hearings, publications, and requirements.
- 3.7.11 The Council shall set the final property tax levy in accordance with State law.
- 3.7.12 After the Council adopts the tentative budget and sets the expenditure limitation, the City shall not expend more than the total appropriated for all funds.

Section 3.8: Budget Basis

- 3.8.1 The City prepares budgets primarily on a cash basis. This is different than the accounting process which utilizes a modified accrual basis. Cash basis means that revenues are recognized when they are collected and expenses are recognized when they are paid. Modified accrual basis recognizes revenues when they become available and measurable and, generally, recognizes expenditures when the City agrees/commits to buy something.
- 3.8.2 Independent Auditors shall annually provide a reconciliation of actual expenditures compared to the adopted budget in accordance with State law.

Financial Management Policies

3.8.3 The City shall use the Annual Audited Financial Statements (Audit) to detail the final status of the City's finances compared to budget on the basis of Generally Accepted Accounting Principles (GAAP). In most cases, this conforms to the way the City prepares its budget. Exceptions are as follows:

1. Compensated absences are accrued as earned by employees (GAAP) as opposed to being expensed when paid (Budget).
2. Capital Outlay within the enterprise funds are shown as assets (GAAP) and are shown as expenses in the budget.
3. Bond and loan principal payments within the enterprise funds are shown as reductions of liabilities (GAAP) and are shown as expenses in the budget.

3.8.4 Due to expenditure limitation statutes, the City must identify all possible expenditures and corresponding revenues within the budget. The Finance Director and Department heads shall closely monitor expenditures to ensure that they are being spent for the purpose identified in the budget and that the corresponding revenue is adequate. The Finance Director shall establish and maintain a detailed accounting structure to record revenues and expenditures at the level of detail shown in the budget.

Section 3.9: Funds

3.9.1 State law only requires the existence of two funds, the General Fund and the Highway Users Revenue Fund (HURF).

3.9.2 The City may create and maintain other funds by statute, agreement, ordinance, contract, or to provide balance sheet accounts for tracking purposes. To the extent feasible, the City may limit the number of funds to comply with GAAP.

Policy 4
Cash Management and Investment

Purpose: Ensure investment, liquidity, and yield.

- 4.1 The Finance Director, in consultation with the City Manager, will invest all funds of the City according to six criteria in order of importance:
 - a. Legality
 - b. Safety
 - c. Liquidity
 - d. Yield
 - e. Duration
 - f. Accounting Complexity
- 4.2 The City will collect, deposit, and disburse all funds to maximize invested cash.
- 4.3 To maximize investment yields, the City will consolidate cash balances from various funds to maximize the size and duration of investments. The Finance Director will allocate investment earnings to participating funds.
- 4.4 The City will conduct its investment activities with financial institutions in accordance with written contracts.
- 4.5 The City will protect its investment securities through third party custodial safekeeping.

**Policy 5
Capital Improvement Plan**

Purpose: Require the City to plan, schedule, and finance capital projects and acquisitions.

- 5.1 The Finance Director will annually coordinate with the City’s Engineer and Public Works Director to submit a Capital Improvement Plan for review by the City Manager, then Council.
- 5.2 The Capital Improvement Plan shall include:
 - a. A statement of the objectives of the Capital Improvement Plan.
 - b. An estimate of each project’s/acquisition’s useful life.
 - c. An estimate of each project’s/acquisition’s capital costs broken down by fiscal year.
 - d. An estimate of each project’s/acquisition’s annual operating costs.
 - e. An evaluation of potential funding sources for each project/acquisition.
 - f. Recommended funding sources for each project/acquisition.
 - g. A development schedule for each project/acquisition.
 - h. A scope of work to be performed for each project/acquisition.
 - i. If a project/acquisition will be completed in phases, each phase should be identified as a separate project/acquisition.
- 5.3 The current year of the Capital Improvement Plan will provide the basis for the capital budget.
- 5.4 When current revenues or resources are available for projects/acquisitions, the City will first consider those projects/acquisitions with the shortest useful life and/or those projects/ acquisitions which are difficult to finance with debt.
- 5.5 The City may not proceed with construction or acquisition until the funding sources have been identified to finance the project.
- 5.6 At the end of the Fiscal Year in which the project is completed or acquired, any remaining budgeted funds will revert to the fund balance of the funding source.

Policy 6
Debt Management

Purpose: Evaluate the purpose, necessity, and condition under which the City will issue debt.

Section 6.1: Overall Debt Management Policies

- 6.1.1 The City will utilize long-term debt to finance capital projects in accordance with the Capital Improvement Plan.
- 6.1.2 The City will prohibit the City’s financial advisor from underwriting any debt directly issued by the City or special districts sponsored by the City within a negotiated underwriting of debt offered through public sale. This underwriting prohibition does not include:
- a. competitive bond sales when the City authorizes the financial advisor to submit a competitive bid,
 - b. bond issues by the Greater Arizona Development Authority, the Water Infrastructure Finance Authority, or other independent financing authority on behalf of the City, and
 - c. limited offerings, private placements, or other underwritings not offered through public sale.
- 6.1.3 The City will consider refunding debt when the net present value of the debt service savings exceeds 3% and \$100,000 Net Present Value (NPV). The City will also consider refunding debt to modify restrictive covenants or to modify debt structures.
- 6.1.4 The City will adopt, review, and update as necessary written policies and procedures for tax-advantaged bonds within these financial management policies.

Section 6.2: General Obligation Bonds

- 6.2.1 The City may finance capital projects with general obligation bonds authorized by voters through a citywide bond election.
- 6.2.2 The City will repay general obligation bonds from secondary property taxes authorized by voters or from any lawfully available source of revenue.
- 6.2.3 The target maturity for general obligation bonds will typically range between twenty (20) and thirty (30) years. The final maturity will not exceed the useful life of the capital project.
- 6.2.4 Where possible, the City will structure general obligation bond issues to create annual level debt service payments.

- 6.2.5 In accordance with the State of Arizona Constitution, total general obligation debt cannot be issued in excess of 26% of the total secondary assessed valuation of taxable property within the City.
- 6.2.6 The City will use investment earnings on general obligation bond balances to pay debt service unless otherwise committed towards a capital project or as otherwise directed by bond restrictions and covenants.

Section 6.3: Revenue Bonds

- 6.3.1 The City may finance capital projects with revenue bonds authorized by voters through a citywide bond election.
- 6.3.2 The City may repay revenue bonds from any lawfully available source of revenue including revenue generated from the operation of the capital project being financed or from other designated revenues such as highway user revenues, excise taxes, or special fees/taxes.
- 6.3.3 The target maturity for revenue bonds will typically range between twenty (20) and thirty (30) years. The final maturity will not exceed the useful life of the capital project.
- 6.3.4 Where possible, the City will structure revenue bond issues to create annual level debt service payments.
- 6.3.5 The City will fund a debt service reserve when required by rating agencies, bond insurers, or existing bond covenants.
- 6.3.6 The City will use investment earnings on revenue bond balances to pay debt service unless otherwise committed towards a capital project or as otherwise directed by bond restrictions and covenants.

Section 6.4: Debt Subject to Annually Appropriated Debt Service

- 6.4.1 The City may finance capital projects with debt authorized by the Council with debt service subject to annual appropriations (henceforth, “Annual Appropriation Debt” or “AAD.”)
- 6.4.2 The City may repay AAD from any lawfully available source of revenue including revenue generated from the operation of the capital project being financed or from other designated revenues such as excise taxes, or special fees/taxes.
- 6.4.3 The target maturity for AAD will typically range between twenty (20) and thirty (30) years. The final maturity will not exceed the useful life of the capital project.

- 6.4.4 Where possible, the City will structure AAD issues to create annual level debt service payments.
- 6.4.5 The City will fund a debt service reserve when required by rating agencies, bond insurers, or existing bond covenants.
- 6.4.6 The City will use investment earnings on AAD balances to pay debt service unless otherwise committed towards a capital project or as otherwise directed by bond restrictions and covenants.

Section 6.5: Municipal Improvement District/Special Assessment Bonds

- 6.5.1 The City may finance capital projects with special assessment bonds after the Council forms a Municipal Improvement District (MID) in accordance with State statutes.
- 6.5.2 The City may form a MID when there is a clear and significant purpose for the City and when commercial or residential developments or redevelopments desire improvements to property such as roads, water lines, sewer lines, street lights, and drainage.

Section 6.6: Community Facilities District Bonds

- 6.6.1 The City may form a Community Facility District (CFD) when there is a clear and significant purpose of the City and when commercial or residential developments or redevelopments desire improvement to property such as roads, water lines, sewer lines, street lights, and drainage.
- 6.6.2 CFD's for commercial development may be formed for any size district and for any amount deemed appropriate by the Council.
- 6.6.3 CFD's for residential development of less than 160 acres are discouraged and should only be considered if the improvements achieve published Council goals.
- 6.6.4 Should the City desire to form a CFD, the Council may adopt and the City will maintain an expanded policy on CFDs.

Policy 7
Accounting, Auditing and Financial Reporting

Purpose: Provide financial data to the Council, City management, citizens, investors, and creditors.

- 7.1 The City will maintain accounting and financial reporting systems in conformance with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Governmental Accounting Standards Board (GASB).
- 7.2 The City will develop and manage its accounting system to provide reasonable assurance regarding the:
 - a. safeguarding of assets against loss from unauthorized use or disposition,
 - b. proper recording of financial transactions,
 - c. reliability of financial records for preparing financial statements, and
 - d. accountability for capital assets.
- 7.3 The Finance Director shall catalog all significant financial events and related matters and prepare the City's annual disclosures, as required by the SEC Regulation 15-C-2-12.
- 7.4 The City will engage an independent public accounting firm to annually audit the City's financial statements in accordance with Generally Accepted Government Auditing Standards (GAGAS). The City will prepare its financial statements in accordance with applicable standards and will account for its operations in a manner consistent with the goal of obtaining an unqualified opinion from its auditors.
- 7.5 Following the annual financial statement audit, the Finance Director will issue an official Annual Financial Report (AFR) The AFR will include the bond related on-going disclosure requirements and will fully disclose all significant financial events and related matters. The Finance Director will provide the AFR to the rating agencies, municipal bond insurers, and national bond disclosure repositories.
- 7.6 The Finance Director will post the AFR and Annual Adopted Budget on the City's website and make them available to the public.
- 7.7 The Finance Director will generate monthly revenue and expenditure reports for review by the Council and City management.

Policy 8

Written Policies and Procedures for Tax-Advantaged Bonds

Purpose: Comply with federal requirements to issue bonds or other obligations of the City.

Section 8.1: Introduction and Overview

- 8.1.1 The City has issued and may in the future issue tax-exempt obligations (including, without limitation, bonds, notes, loans, leases and certificates), tax credit obligations and “direct-pay” tax credit obligations (together, “tax-advantaged bonds”) that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the “Code”).
- 8.1.2 The City has established the policies and procedures contained herein (the “Procedures”) as of June 19, 2012 in order to ensure that the City complies with the requirements of the Code that are applicable to its tax-advantaged bonds. These Procedures, coupled with requirements contained in the Arbitrage and Tax Certificate (the “Tax Certificate”) or other operative documents executed at the time of issuance of the tax-advantaged bonds, are intended to constitute written procedures for ongoing compliance with the Federal tax requirements applicable to the bonds and for timely identification and remediation of violations of such requirements.
- 8.1.3 The tax-advantaged bonds that are covered by these Procedures include, but are not limited to, “Build America Bonds”, “Recovery Zone Economic Development Bonds”, and “Specified Tax Credit Bonds” that constitute “qualified bonds” under Section 6431 of the Code and are therefore eligible for interest subsidy payments (the “Subsidy”) from the U.S. Treasury (such Build America Bonds, Recovery Zone Economic Development Bonds and Specified Tax Credit Bonds are collectively referred to as “Direct-Pay Bonds”). Specified Tax Credit Bonds include new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds and qualified school construction bonds.

Section 8.2: General Matters

- 8.2.1 Responsible Officer. The Finance Director will have overall responsibility for ensuring that the ongoing requirements described in these Procedures are met with respect to tax-advantaged bonds (the “Responsible Officer”).
- 8.2.2 Establishment of Procedures. The Procedures established herein will be set forth within the City’s Financial Management Policies which includes the City’s Debt Management Policies.

- 8.2.3 Additional Responsible Employees. The Responsible Officer shall identify any additional persons who will be responsible for each section of the Procedures, notify the current holder of that office of the responsibilities, and provide that person a copy of the Procedures. Upon employee or officer transitions, new personnel should be advised of responsibilities under the Procedures and ensure they understand the importance of the Procedures. If employee or officer positions are restructured or eliminated, responsibilities should be reassigned as necessary.
- 8.2.4 Training Required. The Responsible Officer and other responsible persons shall receive appropriate training that includes the review of and familiarity with the contents of these Procedures, review of the requirements contained in the Code applicable to each tax-advantaged bond, identification of all tax-advantaged bonds that must be monitored, identification of all facilities (or portions thereof) financed with proceeds of tax-advantaged bonds, familiarity with the requirements contained in the Tax Certificate or other operative documents contained in the transcript, and familiarity with the procedures that must be taken in order to correct noncompliance with the requirements of the Code in a timely manner.
- 8.2.5 Periodic Review. The Responsible Officer or other responsible person shall periodically review compliance with the Procedures and with the terms of the Tax Certificate to determine whether any violations have occurred so that such violations can be timely remedied through the “remedial action” regulations (Treasury Regulation §1.141-12, §1.142-2, §1.144-2, §1.145-2 or §1.147-2, as applicable) or the Voluntary Closing Agreement Program described in Internal Revenue Service (“IRS”) Notice 2008-31 (or successor guidance) and related sections of the Internal Revenue Manual. Such periodic review shall occur at least annually or more frequently prior to the issuance of new or refunding obligations.
- 8.2.6 Change in Bond Terms. If any changes to the terms of the bonds are contemplated, bond counsel should be consulted. Such modifications could result in a reissuance, i.e., a deemed refunding, of the bonds which could jeopardize the status of tax-advantaged bonds, including Direct-Pay Bonds (and thereby affect the continued receipt of the Subsidy for Direct-Pay Bonds).
- 8.2.7 Change in Bond Terms. If any changes to the terms of the bonds are contemplated, bond counsel should be consulted. Such modifications could result in a reissuance, i.e., a deemed refunding, of the bonds which could jeopardize the status of tax-advantaged bonds, including Direct-Pay Bonds (and thereby affect the continued receipt of the Subsidy for Direct-Pay Bonds).

Section 8.3: Issue Price for Tax-Advantaged Bonds; Premium Limit for Direct-Pay Bonds

- 8.3.1 Issue Price. In order to document the issue price of tax-advantaged bonds, the Responsible Officer shall consult with bond counsel and obtain a written certification from the underwriter, placement agent or other purchaser of the bonds as to the offering price of the bonds that is in form and substance acceptable to the City and bond counsel.
- 8.3.2 Premium Limit for Direct Pay-Bonds. Prior to issuing Direct-Pay Bonds, the Responsible Officer shall consult with bond counsel and the City's financial advisors to assure that the premium on each maturity of the Direct-Pay Bonds (stated as a percentage of principal amount) does not exceed one-quarter of one-percent (0.25%) multiplied by the number of complete years to the earlier of the final maturity of the bonds or, generally, the earliest call date of the bonds, and that the excess of the issue price of the bonds over the price at which the bonds are sold to the underwriter or placement agent, when combined with other issuance costs paid from proceeds of the bonds, does not exceed 2% of the sale proceeds of the bonds.

Section 8.4: IRS Information Return Filing

- 8.4.1 Filing of Applicable Form 8038. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Forms 8038, 8038-G, 8038-B or 8038-TC) for such bond issue with the IRS on a timely basis, and maintain copies of such form including evidence of timely filing as part of the transcript of the bond issue.
- 8.4.2 Filing of Form 8038-CP. For Direct-Pay Bonds, the Responsible Officer shall review the IRS Form 8038-CP in order to ensure that the proper amount of interest is being reported and the proper amount of Subsidy is being requested with respect to each interest payment date. The Responsible Officer shall ensure that the IRS Form 8038-CP is filed on a timely basis with respect to each interest payment date in order to receive timely payment of the Subsidy. If the Subsidy is to be paid to a person other than the City (i.e., the bond trustee), the Responsible Officer shall obtain and record the contact information of that person, and ensure that it is properly shown on Form 8038-CP so that the direct payment will be made to the proper person.
- 8.4.3 Filing of Forms 8038-T or 8038-R. The Responsible Officer shall file the IRS Form 8038-T relating to the payment of rebate or yield reduction payments in a timely manner as discussed in Section 8.10. The Responsible Officer shall also monitor the extent to which the City is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using an IRS Form 8038-R.

Section 8.5: Use of Proceeds

- 8.5.1 The Responsible Officer or other responsible shall be responsible for ensuring and monitoring the appropriate use of proceeds as detailed in this section.
- 8.5.2 Consistent Accounting Procedures. Maintain clear and consistent accounting procedures for tracking the investment and expenditures of bond proceeds, including investment earnings on bond proceeds.
- 8.5.3 Reimbursement Allocations at Closing. At or shortly after closing of a bond issue, ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.
- 8.5.4 Timely Expenditure of Bond Proceeds. Monitor that sale proceeds and investment earnings on sale proceeds of tax-advantaged bonds are spent in a timely fashion consistent with the requirements of the Tax Certificate.
- 8.5.5 Costs of Issuance. With respect to Direct-Pay Bonds and qualified private activity bonds, monitor that no more than 2% of the sale proceeds are used to pay costs of issuance.
- 8.5.6 Qualified Use of Proceeds of Direct-Pay Build America Bonds. With respect to Build America Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance or deposited in a reasonably required reserve fund) are allocated to capital expenditures in a timely fashion consistent with the requirements of the Tax Certificate.
- 8.5.7 Qualified Use of Proceeds of Recovery Zone Economic Development Bonds. With respect to Recovery Zone Economic Development Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance or deposited in a reasonably required reserve fund) are allocated to expenditures for qualified economic development purposes within the recovery zone in a timely fashion consistent with the requirements of the Tax Certificate. Ensure compliance with the “Davis Bacon” requirements described in Section 8.9.

- 8.5.8 Qualified Use of Proceeds of Specified Tax Credit Bonds. With respect to Specified Tax Credit Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance) are allocated to qualifying expenditures that are permitted for each type of Specified Tax Credit Bond in a timely fashion consistent with the requirements of the Tax Certificate. If proceeds are not spent by the end of the “expenditure period” as defined in Section 8.9, redeem bonds in accordance with the requirements of the Code as further described in Section 8.9.
- 8.5.9 Qualified Use of Proceeds of Qualified Private Activity Bonds. With respect to qualified bonds, including exempt facility bonds, monitor that sale proceeds and investment earnings on sale proceeds are allocated to qualifying expenditures permitted for each type of qualified bond in a timely fashion consistent with the requirements of the Tax Certificate. If an exempt facility or other applicable facility will not be completed, or the facility has been placed in service, and there are remaining unspent bond proceeds, immediately consult with bond counsel to determine whether bonds are required to be redeemed under Treasury Regulation §1.142-2. If exempt facility bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.
- 8.5.10 Requisitions. Utilize requisitions to draw down bond proceeds, and ensure that each requisition contains (or has attached to it) detailed information in order to establish when and how bond proceeds were spent; review requisitions carefully before submission to ensure proper use of bond proceeds to minimize the need for reallocations.
- 8.5.11 Final Allocation. Ensure that a final allocation of bond proceeds (including investment earnings) to qualifying expenditures is made if bond proceeds are to be allocated to project expenditures on a basis other than “direct tracing” (direct tracing means treating the bond proceeds as spent as shown in the accounting records for bond draws and project expenditures). An allocation other than on the basis of “direct tracing” is often made to reduce the private business use of bond proceeds that would otherwise result from “direct tracing” of proceeds to project expenditures. This allocation must be made within 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than five years and 60 days after the date the bonds are issued (or 60 days after the bond issue is retired, if earlier). Bond counsel can assist with the final allocation of bond proceeds to project costs. Maintain a copy of the final allocation in the records for the tax-advantaged bond.

8.5.12 Maintenance and Retention of Records Relating to Proceeds. Maintain careful records of all project and other costs (e.g., costs of issuance, credit enhancement and capitalized interest) and uses (e.g., deposits to a reserve fund) for which bond proceeds were spent or used. These records should be maintained separately for each issue of bonds for the period indicated under Section 8.11.

Section 8.6: Monitoring Private Business Use

8.6.1 With respect to tax-advantaged bonds that are subject to the private activity bond limitations provided in the Code (e.g., governmental bonds and qualified 501(c)(3) bonds), the Responsible Officer or other responsible person shall ensure and monitor the appropriate use of proceeds as detailed within this section.

8.6.2 Identify Bond-Financed Facilities. Identify or “map” which outstanding bond issues financed which facilities and in what amounts.

8.6.3 Review of Contracts with Private Persons. Review all of the following contracts or arrangements with non-governmental persons or organizations or the federal government (collectively referred to as “private persons”) with respect to the bond-financed facilities which could result in private business use of the facilities:

- a. Sales of bond-financed facilities;
- b. Leases of bond-financed facilities;
- c. Management or service contracts relating to bond-financed facilities;
- d. Research contracts under which a private person sponsors research in bond-financed facilities; and
- e. Any other contracts involving “special legal entitlements” (such as naming rights or exclusive provider arrangements) granted to a private person with respect to bond-financed facilities.

8.6.4 Counsel Review of New Contracts or Amendments. Before amending an existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, consult counsel to review such amendment or agreement to determine whether it results in private business use.

8.6.5 Establish Procedures to Ensure Proper Use and Ownership. Establish procedures to ensure that bond-financed facilities are not used for private use without written approval of the Responsible Officer or other responsible person. For qualified 501(c)(3) bonds, establish procedures to ensure that the bond-financed facilities continue to be owned by a qualified 501(c)(3) organization or a governmental unit.

- 8.6.6 Analyze Use. Analyze any private business use of bond-financed facilities and, for each issue of bonds, determine whether the 10% limit on private business use (5% in the case of qualified 501(c)(3) bonds or “unrelated or disproportionate” private business use) is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.
- 8.6.7 Remediation if Limits Exceeded. If it appears that private business use limits are exceeded, immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.141-12, or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-advantaged bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.141-12, such redemption or defeasance must occur within 90 days of the date a deliberate action is taken that results in a violation of the private business use limits.
- 8.6.8 Maintenance and Retention of Records Relating to Private Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section 8.11.

Section 8.7: Monitoring Use of Facilities Financed with Qualified Private Activity Bonds

- 8.7.1 With respect to tax-advantaged bonds that are not subject to the private activity bond limitations, but are subject to the limitations provided in the Code as to the qualifying use of proceeds and qualifying use of bond-financed facilities (e.g., exempt facility bonds, qualified small issue bonds and qualified redevelopment bonds), the Responsible Officer or other responsible person shall ensure and monitor the appropriate use of proceeds as detailed within this section.
- 8.7.2 Identify Bond-Financed Facilities. Identify or “map” facilities that have been bond-financed and assure that use is for an appropriate purpose (e.g., airport facilities are being used for airport purposes).
- 8.7.3 Review of Contracts with Private Persons. If the bond-financed facilities are required to be governmentally owned, examine all leases, management contracts or other contracts with private persons to assure compliance with applicable safe-harbors for governmental ownership provided in the Code. Before amending an existing agreement or entering into any new lease, management or other contract, consult bond counsel to review such amendment or agreement to determine whether it complies with applicable safe harbors.
- 8.7.4 Establish Procedures to Monitor Use. Establish procedures to monitor that bond-financed facilities are not used for nonqualifying purposes. Require users of facilities to immediately notify the Responsible Officer or other responsible person if a change in use of the facilities is contemplated or occurs.

- 8.7.5 Remediation if Limitations Exceeded. If qualified use of facilities financed with tax-advantaged bonds changes to a non-qualified use (e.g., use of airport facilities that is not for airport purposes), immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.142-2, or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-advantaged bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.
- 8.7.6 Maintenance and Retention of Records Relating to Qualifying Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section 11 below.

Section 8.8: Loan of Bond Proceeds

- 8.8.1 The Responsible Office or other responsible person shall consult bond counsel if a loan of proceeds of tax-advantaged bonds is contemplated. If proceeds of tax-advantaged bonds are permitted under the Code to be loaned to other entities and are in fact so loaned, require that the entities receiving a loan of bond proceeds institute policies and procedures similar to the Procedures to ensure that the proceeds of the loan and the facilities financed with proceeds of the loan comply with the limitations provided in the Code. Require the recipients of such loans to annually report to the City ongoing compliance with the Procedures and the requirements of the Code.

Section 8.9: Special Requirements Applicable to Specified Tax Credit Bonds

- 8.9.1 The Code imposes certain additional special requirements that apply to the issuance of Specified Tax Credit Bonds. For Specified Tax Credit Bonds, the Responsible Officer or other responsible person shall ensure and monitor that the requirements of this section are met.
- 8.9.2 Davis-Bacon. Pursuant to the terms of Section 1701 of the American Recovery and Reinvestment Tax Act of 2009, projects financed with Specified Tax Credit Bonds are subject to the prevailing wage requirements of Subchapter IV of Chapter 31 of Title 40, United States Code. Note that these requirements also apply to the issuance of Recovery Zone Economic Development Bonds.

- 8.9.3 Spending Requirements. Although these may seem similar to “temporary period requirements,” the “spending requirements” applicable to Specified Tax Credit Bonds are hard and fast rules that if not met may cause payments of the Subsidy on some or all of the Specified Tax Credit Bonds to be lost or revoked and will require redemption of such bonds. The spending requirements are as follows:
- a. 100% of the sale proceeds and investment proceeds must be spent within the 3 year period beginning on the date of issuance (unless such period is extended as described below) (the “expenditure period”);
 - b. a binding commitment with a third party to spend at least 10 percent of the sale proceeds and investment proceeds (other than the amount spent on costs of issuance) (“available project proceeds”) will be incurred within the six month period beginning on the date of issuance;
 - c. to the extent less than 100% of available project proceeds are not spent by the end of the expenditure period for qualified purposes, the City must redeem all of the “nonqualified bonds”) within 90 days after the end of the expenditure period (this should be done with the assistance of bond counsel);
 - d. the expenditure period may be extended beyond the initial three year period only by the U.S. Treasury upon the request of the City, which request must establish that the failure to spend the available project proceeds within three years was due to a reasonable cause and that spending will continue with due diligence.
- 8.9.4 Sinking Funds. Special rules permit Specified Tax Credit Bonds to be structured with sinking funds that will not be subject to rebate. These sinking funds must be structured as follows:
- a. the sinking fund may not be funded more rapidly than in equal monthly installments;
 - b. the sinking fund may only be funded in a manner reasonably expected to result in an amount not greater than the amount necessary to repay the bond issue; and
 - c. the yield on the investments in the sinking fund may not exceed the published permitted sinking fund yield for the sale date (which is set forth in the Tax Certificate).
- 8.9.5 Prohibition on Financial Conflicts of Interest. Upon the issuance of Specified Tax Credit Bonds, the City certified that applicable State and local laws governing conflicts of interest were followed with respect to the bonds. If the U.S. Treasury prescribes additional conflicts of interest rules with respect to the Specified Tax Credit Bonds, such rules must also be satisfied.
- 8.9.6 Additional Rules Applicable to Specified Tax Credit Bonds. New clean renewable energy bonds, energy conservation bonds, qualified school construction bonds and qualified zone academy bonds each have their own set of specific and unique requirements that are applicable to the use of proceeds or eligibility as a Specified Tax Credit Bond. The Responsible Officer should consult the Tax Certificate and establish procedures for monitoring compliance with such specific requirements that are applicable to the Specified Tax Credit Bonds of the City.

Section 8.10: Arbitrage and Rebate Compliance

- 8.10.1 The Responsible Officer or other responsible person shall ensure and monitor compliance with the requirements detailed in this section.
- 8.10.2 Review Tax Certificate. Review each Tax Certificate to understand the specific requirements that are applicable to each tax-advantaged bond issue.
- 8.10.3 Arbitrage Yield. Record the arbitrage yield of the bond issue, as shown on IRS Form 8038-G, 8038-B, 8038-TC or other applicable form. If the bonds are variable rate bonds, yield must be determined on an ongoing basis over the life of the bonds as described in the Tax Certificate.
- 8.10.4 Temporary Periods. Review the Tax Certificate to determine the “temporary periods” for each bond issue, which are the periods during which proceeds of bonds may be invested without yield restriction.
- 8.10.5 Post-Temporary Period Investments. Ensure that any investment of bond proceeds after applicable temporary periods is at a yield that does not exceed the applicable bond yield, unless yield reduction payments can be made pursuant to the Tax Certificate.
- 8.10.6 Monitor Temporary Period Compliance. Monitor that bond proceeds (including investment earnings) are expended promptly after the bonds are issued in accordance with the expectations for satisfaction of three-year or five-year temporary periods for investment of bond proceeds and to avoid “hedge bond” status.
- 8.10.7 Monitor Yield Restriction Limitations. Identify situations in which compliance with applicable yield restrictions depends upon later investments (e.g., the purchase of 0% State and Local Government Securities from the U.S. Treasury for an advance refunding escrow). Monitor and verify that these purchases are made as contemplated.
- 8.10.8 Establish Fair Market Value of Investments. Ensure that investments acquired with bond proceeds satisfy IRS regulatory safe harbors for establishing fair market value (e.g., through the use of bidding procedures), and maintaining records to demonstrate satisfaction of such safe harbors. Consult the Tax Certificate for a description of applicable rules.
- 8.10.9 Credit Enhancement, Hedging and Sinking Funds. Consult with bond counsel before engaging in credit enhancement or hedging transactions relating to a bond issue, and before creating separate funds that are reasonably expected to be used to pay debt service on bonds. Maintain copies of all contracts and certificates relating to credit enhancement and hedging transactions that are entered into relating to a bond issue.

- 8.10.10 Grants/Donations to Governmental Entities. Before beginning a capital campaign or grant application that may result in gifts that are restricted to bond-financed projects (or, in the absence of such a campaign, upon the receipt of such restricted gifts), consult bond counsel to determine whether replacement proceeds may result that are required to be yield restricted.
- 8.10.11 Bona Fide Debt Service Fund. Even after all proceeds of a given bond issue have been spent, ensure that the debt service fund meets the requirements of a “bona fide debt service fund,” i.e., one used primarily to achieve a proper matching of revenues with debt service that is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the debt service on the issue for the immediately preceding bond year. To the extent that a debt service fund qualifies as a bona fide debt service fund for a given bond year, the investment of amounts held in that fund is not subject to yield restriction for that year.
- 8.10.12 Debt Service Reserve Funds. Ensure that amounts invested in any reasonably required debt service reserve fund do not exceed the least of: (i) 10% of the stated principal amount of the bonds (or the sale proceeds of the bond issue if the bond issue has original issue discount or original issue premium that exceeds 2% of the stated principal amount of the bond issue plus, in the case of premium, reasonable underwriter’s compensation); (ii) maximum annual debt service on the bond issue; or (iii) 125% of average annual debt service on the bond issue.

- 8.10.13 Rebate and Yield Reduction Payment Compliance. Review the Arbitrage Rebate covenants contained in the Tax Certificate. Subject to certain rebate exceptions described below, investment earnings on bond proceeds at a yield in excess of the bond yield (i.e., positive arbitrage) generally must be rebated to the U.S. Treasury, even if a temporary period exception from yield restriction allowed the earning of positive arbitrage.
- a. Ensure that rebate and yield reduction payment calculations will be timely performed and payment of such amounts, if any, will be timely made. Such payments are generally due 60 days after the fifth anniversary of the date of issue of the bonds, then in succeeding installments every five years. The final rebate payment for a bond issue is due 60 days after retirement of the last bond of the issue. The City should hire a rebate consultant if necessary.
 - b. Review the rebate section of the Tax Certificate to determine whether the “small issuer” rebate exception applies to the bond issue.
 - c. If the 6-month, 18-month, or 24-month spending exceptions from the rebate requirement (as described in the Tax Certificate) may apply to the bonds, ensure that the spending of proceeds is monitored prior to semi-annual spending dates for the applicable exception.
 - d. Make rebate and yield reduction payments and file Form 8038-T in a timely manner.
 - e. Even after all other proceeds of a given bond issue have been spent, ensure compliance with rebate requirements for any debt service reserve fund and any debt service fund that is not exempt from the rebate requirement (see the Arbitrage Rebate covenants contained in the Tax Certificate).
- 8.10.14 Maintenance and Retention of Arbitrage and Rebate Records. Maintain records of investments and expenditures of proceeds, rebate exception analyses, rebate calculations, Forms 8038-T, and rebate and yield reduction payments, and any other records relevant to compliance with the arbitrage restrictions for the period indicated in Section 11 below.

Section 8.11: Record Retention

- 8.11.1 For each issue of bonds or other obligations of the City, the Responsible Officer or other responsible person shall ensure and monitor the transcript and all records and documents described in these Procedures will be maintained while any of the bonds are outstanding and during the three-year period following the final maturity or redemption of that bond issue, or if the bonds are refunded (or re-refunded), while any of the refunding bonds are outstanding and during the three-year period following the final maturity or redemption of the refunding bonds.

**Policy 9
Fund Balance**

Purpose: Identify and classify fund balances in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions and establish minimum fund balance targets as recommended by the Government Finance Officers Association Best Practices and Advisories guidelines, Replenishing Fund Balance in the General Fund.

Section 9.1: Fund Balance Classifications

9.1.1 In accordance with GASB 54, the City shall categorize fund balance within five classifications for governmental accounting and tracking purposes as more fully defined within this policy:

1. Nonspendable,
2. Restricted,
3. Committed
4. Assigned, and
5. Unassigned.

9.1.2 The City shall maintain a prudent level of financial resources to protect against reducing service levels, incurring debt, or raising taxes and fees because of unexpected revenue shortfalls, unanticipated expenditures, and similar circumstances. The City shall use this Fund Balance Policy as guide to prepare and execute the annual budget to ensure the City:

1. maintains sufficient reserves for cash flow needs, economic and legislative uncertainties, unanticipated expenditures or revenue shortfalls, and contingencies
2. preserves flexibility throughout the fiscal year to make adjustments in funding for programs approved in connection with the annual budget.

Section 9.2: Nonspendable Fund Balances

9.2.1 Consists of funds that are not in a spendable form (e.g., inventories and prepaid items) or funds that legally or contractually must be maintained intact (e.g., corpus of a permanent fund).

Section 9.3: Restricted Fund Balances

9.3.1 Consists of funds that are externally imposed by creditors (e.g., debt covenants), grantors, contributors, laws and regulations of other governments, or by law through constitutional provisions or enabling legislation.

Section 9.4: Committed Fund Balances

9.4.1 The Council may set aside funds (“Committed Fund Balances”) for specific purposes by adopting a resolution prior to the end of the fiscal year. The City may not use Committed Fund Balances for any other purpose unless the Council removes or changes the specified uses by resolution.

9.4.2 As a Committed Fund Balance, the Council may establish Fiscal Stabilization reserves within the General Fund. The City may use fiscal stabilization reserves when the following conditions are met:

- a. The City has exhausted all efforts to fund the response to a natural disaster, urgent event, revenue shortfall or budget deficit, and there are no budget adjustments available to continue to provide the essential services to the public.
- b. The City Manager, or designee, analyzes and documents the impacts of the natural disaster, urgent event, revenue shortfall, or budget deficit.
- c. Sudden and unexpected declines in ongoing revenues, including taxes, intergovernmental revenues, and charges for services, when such declines exceed 10 percent (10%) of General Fund operating revenues.
- d. Sudden or unexpected drop in state-shared revenues, such as income taxes and state sales taxes, when such declines exceed 10 percent (10%) of the budgeted General Fund operating revenues of the prior fiscal year.
- e. Reduction in secondary assessed valuations or secondary property tax collections, resulting in secondary property tax revenue below the City’s general obligation debt service requirements.
- f. Sudden or unexpected risk management loss that exceeds available reserves in the Risk Management Fund.
- g. The Council approves the spending of stabilization reserves by a simple majority vote.

The City shall not spend fiscal stabilization reserves in excess of the amount required to offset the revenue shortfall or unexpected budget deficit.

The City shall maintain fiscal stabilization reserves at \$6,000,000

9.4.3 If the reserves are spent down below the minimum required reserve levels, the City shall replenish the reserves within five (5) fiscal years following the fiscal year in which the reserves were spent. If the depletion of the reserves occurs during an ongoing economic downturn, the City shall restore the funds within five (5) years of revenue stabilization, as applicable. The Finance Director shall report the progress of reserve replenishment in the City’s Annual Budget & Financial Plan.

Section 9.5: Assigned Fund Balances

- 9.5.1 The City Manager may set aside funds (Assigned Fund Balances) for specific purposes and shall report the set asides to the Council at their next meeting. The Council may remove or change the assignment with a majority vote.

Section 9.6: Unassigned Fund Balances

- 9.6.1 Includes funds not otherwise classified above as the residual classification within the General Fund. The City may use unassigned funds for any lawful purpose as identified and recommended by the City Manager and approved by the Council.

Section 9.7: Order and Use of Fund Balances

- 9.7.1 When the City has the discretion to expend funds from more than one or all of the Fund Balances, the City shall expend according to the following order:
- a. Restricted Fund Balances
 - b. Committed Fund Balances
 - c. Assigned Fund Balances
 - d. Unassigned Fund Balances

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>05/26/2016</u></p> <p>DATE ACTION REQUESTED: <u>06/07/2016</u></p> <p><u> </u> REGULAR <u> X </u> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><u> </u> RESOLUTION # <u> </u></p> <p><u> </u> ORDINANCE # <u> </u></p> <p><u> X </u> OTHER: FY 2015-16 Budget Transfer Authorization</p>	<p>SUBJECT: Consideration and action to authorize the Deputy City Manager/Finance Director to make transfers as necessary for FY2015-16 to adjust fund and department balances to comply with annual audit.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Robert Nilles – Deputy City Manager/Finance Director </p>
<p>RECOMMENDATION: Authorize the Deputy City Manager/Finance Director to make transfers as necessary for FY2015-16 to adjust fund and department balances to comply with annual audit.</p>
<p>PROPOSED MOTION: I move to authorize the Deputy City Manager/Finance Director to make FY 2015-16 transfers as presented.</p>
<p>ATTACHMENTS: List of FY2015-16 carryforward projects.</p>

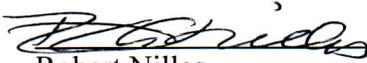
DISCUSSION: To authorize transfers as necessary for FY2015-16 to adjust fund and department balances to comply with annual audit.

FINANCIAL IMPACT: N/A

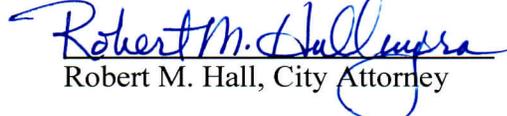
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

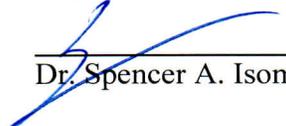
Deputy City Manager/Finance Director:


Robert Nilles 6/2/16
Date

Approved as to form:


Robert M. Hall, City Attorney 6/2/16
Date

City Manager:


Dr. Spencer A. Isom 6/2/16
Date

FY2015-16 Carryforward Projects

1. WATER LINE IMPROVEMENTS
2. EL MIRAGE ROAD IMPROVEMENTS
3. CITY HALL
4. PAVEMENT MANAGEMENT PROGRAM
5. WATERLINE - EL MIRAGE RD TO DYSART RD
6. SEWER LINE - EL MIRAGE RD TO DYSART RD
7. FIRE AND SMOKE ALARM SYSTEM INSTALLMENT

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>05/26/2016</u></p> <p>DATE ACTION REQUESTED: <u>06/07/2016</u></p> <p><u> </u> REGULAR <u> </u> <u>X</u> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><u> </u> RESOLUTION # <u> </u></p> <p><u> </u> ORDINANCE # <u> </u></p> <p><u>X</u> OTHER: Budget Adjustments</p>	<p>SUBJECT: Consideration and action to authorize the Deputy City Manager/Finance Director to make budget adjustments for FY2016-2017 to adjust the balance of FY15-16 carryforward projects.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Robert Nilles – Deputy City Manager/Finance Director</p>
<p>RECOMMENDATION: Authorize the Deputy City Manager/Finance Director to make budget adjustments for FY2016-2017 to adjust the balance of the seven FY15-16 carryforward projects.</p>
<p>PROPOSED MOTION: I move to authorize the Deputy City Manager/Finance Director to make budget adjustments as presented.</p>
<p>ATTACHMENTS: List of FY2015-16 carryforward projects.</p>

DISCUSSION: To authorize the transfers necessary to adjust the balance of the seven FY2015-16 carryforward projects. Authorizing these budget adjustments will limit the carryforward budgets to ensure that the projects are under budget.

FINANCIAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

Robert Nilles 6/2/16
Robert Nilles Date

Approved as to form:

Robert M. Hall 6/2/16
Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 6/2/16
Dr. Spencer A. Isom Date

FY2015-16 Carryforward Projects

1. WATER LINE IMPROVEMENTS
2. EL MIRAGE ROAD IMPROVEMENTS
3. CITY HALL
4. PAVEMENT MANAGEMENT PROGRAM
5. WATERLINE - EL MIRAGE RD TO DYSART RD
6. SEWER LINE - EL MIRAGE RD TO DYSART RD
7. FIRE AND SMOKE ALARM SYSTEM INSTALLMENT



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/12/2016</u>	TYPE OF ACTION:	SUBJECT: Public hearing, closure of public hearing, followed by consideration and action to approve a Major Site Amendment to the Fuel Processing Operators LLC (Pro Petroleum) plant at 12126 W. Olive Avenue and authorize the City Manager to enter into a development agreement.
DATE ACTION REQUESTED: <u>06/7/2016</u>	___ RESOLUTION # _____ ___ ORDINANCE # _____	
<input checked="" type="checkbox"/> REGULAR ___ CONSENT	<input checked="" type="checkbox"/> OTHER: Major Site Plan Amendment	

TO: Mayor and Council
FROM: Jorge Gastelum, Director of Development & Community Services/City Engineer <i>JG</i>
RECOMMENDATION: To approve the Major Site Plan Amendment for the Fuel Processing Operators LLC (Pro Petroleum) plant and authorize the City Manager to enter in a development agreement.
PROPOSED MOTION: I move to approve the Major Site Plan Amendment and authorize the City Manager to enter in a development agreement as presented.
ATTACHMENTS: Site Plan Amendment, Development Agreement, Staff Report, Applicant Packet (Traffic Impact Statement, Drainage Report, and the Environmental Site Assessment are on file in the City Clerk's Office), and P&Z minutes.

DISCUSSION: A discussion and action to approve a Major Site Plan Amendment to the Fuel Processing Operators LLC (Pro Petroleum) plant at 12126 W. Olive Avenue. Council approval is required to move forward with the construction permitting process. The Planning & Zoning Commission recommended approval of the Major Site Plan Amendment with a 4-0 vote at the April 12, 2016 hearing.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

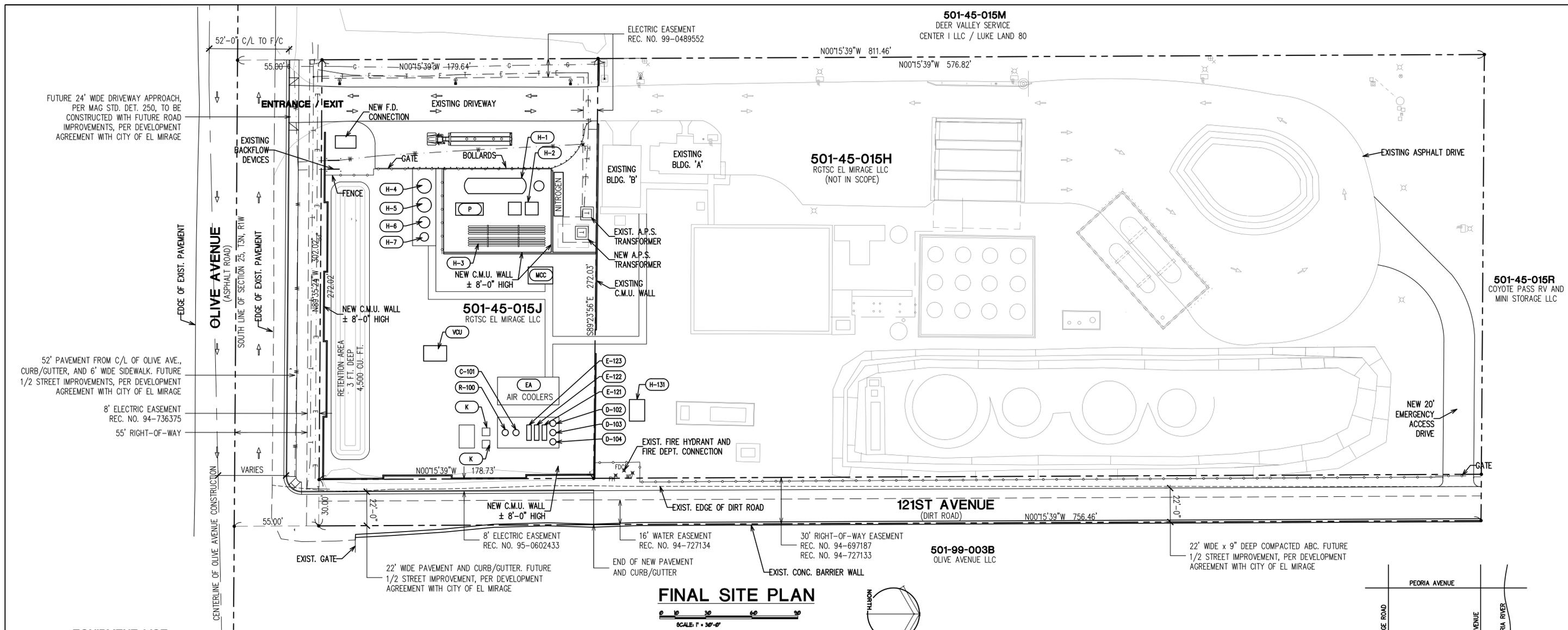
R. Nilles 6/2/16
 Robert Nilles Date

Approved as to Form:

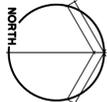
Robert M. Hall 6/2/16
 Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 6/2/16
 Dr. Spencer A. Isom Date



FINAL SITE PLAN



EQUIPMENT LIST

SYMBOL	EQUIPMENT	SIZE
(H-1)	HYDROGEN TANK	± 10' DIA. x 40'
(H-2)	HYDROGEN VAPORIZER	-
(H-3)	HYDROGEN CONDENSER TUBES	-
(H-4)	CONCENTRATE TANK (5,300 G)	9'-2" DIA. x 12'-2" HIGH
(H-5)	SPENT SOLUTION TANK (5,300 G)	9'-2" DIA. x 12'-2" HIGH
(H-6)	DAY TANK (2,550 G)	7'-1" DIA. x 10'-3" HIGH
(H-7)	MIX TANK (495 G)	5'-4" DIA. x 4'-4" HIGH
(VCU)	VAPOR COMBUSTION UNIT	50' HIGH WITH GUY WIRES
(EA)	AIR COOLER UNIT	18'x40' - BUNDLES ELEVATED TO 25' ABOVE COMPRESSORS
(H-131)	HYDROTREATER HEATER	-
(K)	COMPRESSOR	-
(R-100)	HYDROTREATER REACTOR	3'-4" DIA. x 23'-6" HIGH
(C-101)	STRIPPER TOWER	3' DIA. x 49' HIGH
(D-102)	HIGH PRESSURE 3-PHASE SEPARATOR	3'-6" DIA. x 17'-6"
(D-103)	STRIPPER REFLUX DRUM	2' DIA. x 8'-0"
(D-104)	FUEL GAS DRUM	4' DIA. x 10'-0"
(E-121)	FEED/ULSD PRODUCT EXCHANGER	± 3' DIA. X 10'-0"
(E-122)	REACTOR FEED / EFFLUENT EXCHANGER	± 3' DIA. X 10'-0"
(E-123)	STRIPPER FEED / BOTTOMS EXCHANGER	± 3' DIA. X 10'-0"
(RB-124)	STRIPPER REBOILER	-
(P)	PUMP	-
(MCC)	MCC EQUIPMENT	-

PROJECT DATA

PROPERTY ADDRESS: 12126 W. OLIVE AVENUE
EL MIRAGE, ARIZONA 85335

PARCEL: 501-45-015J

SITE AREA: 48,734 SQ. FT (1.00 ACRES)

JURISDICTION: CITY OF EL MIRAGE

ZONING: EI (EMPLOYMENT / INDUSTRY ZONE)

PROJECT DESCRIPTION

INSTALLATION OF NEW EQUIPMENT, AS ACCESSORY TO EXISTING FACILITY.
INSTALL NEW SITE SCREEN WALLS.

LEGAL DESCRIPTION

A PORTION OF THE EAST 302 FEET OF THE SOUTH 811.46 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP THREE (3) NORTH, RANGE ONE (1) WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 302 FEET OF THE NORTH 756.46 FEET OF THE SOUTH 811.46 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

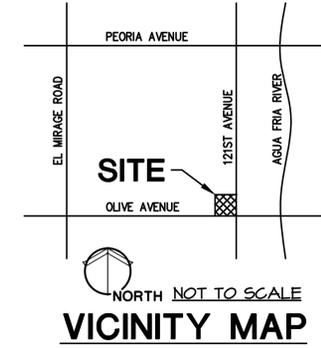
THENCE NORTH 0 DEGREES 15 MINUTES 34 SECONDS WEST, A DISTANCE OF 179.64 FEET; THENCE SOUTH 84 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 272.03 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 34 SECONDS EAST, A DISTANCE OF 178.73 FEET, TO A POINT 55 FEET NORTH OF THE SOUTH SECTION LINE; THENCE NORTH 84 DEGREES 35 MINUTES 24 SECONDS WEST, A DISTANCE OF 272.02 FEET, BACK TO THE TRUE POINT OF BEGINNING.

CONTACTS

PROJECT OWNER:
FUEL PROCESSING OPERATORS, LLC
12126 W. OLIVE AVENUE
EL MIRAGE, ARIZONA 85335
CONTACT: MIKE MATHERS
PHONE: (602) 723-8515
E-MAIL: MMATHERS@PROPETROLEUM.COM

ARCHITECT/ENGINEER:
K ENGINEERING & DESIGN, LLC
1743 E. McNAIR DRIVE, SUITE 100
TEMPE, ARIZONA 85283
CONTACT: NICOLE LYNAM, AIA
PHONE: (480) 839-9207
E-MAIL: nlynam@k-eng.com

ENVIRONMENTAL CONSULTANT:
ENCORE CONSULTING, LLC
605 W. KNOX ROAD, SUITE 104
TEMPE, ARIZONA 85284
PHONE: (480) 258-1178
E-MAIL: lynn@encore-consulting.net

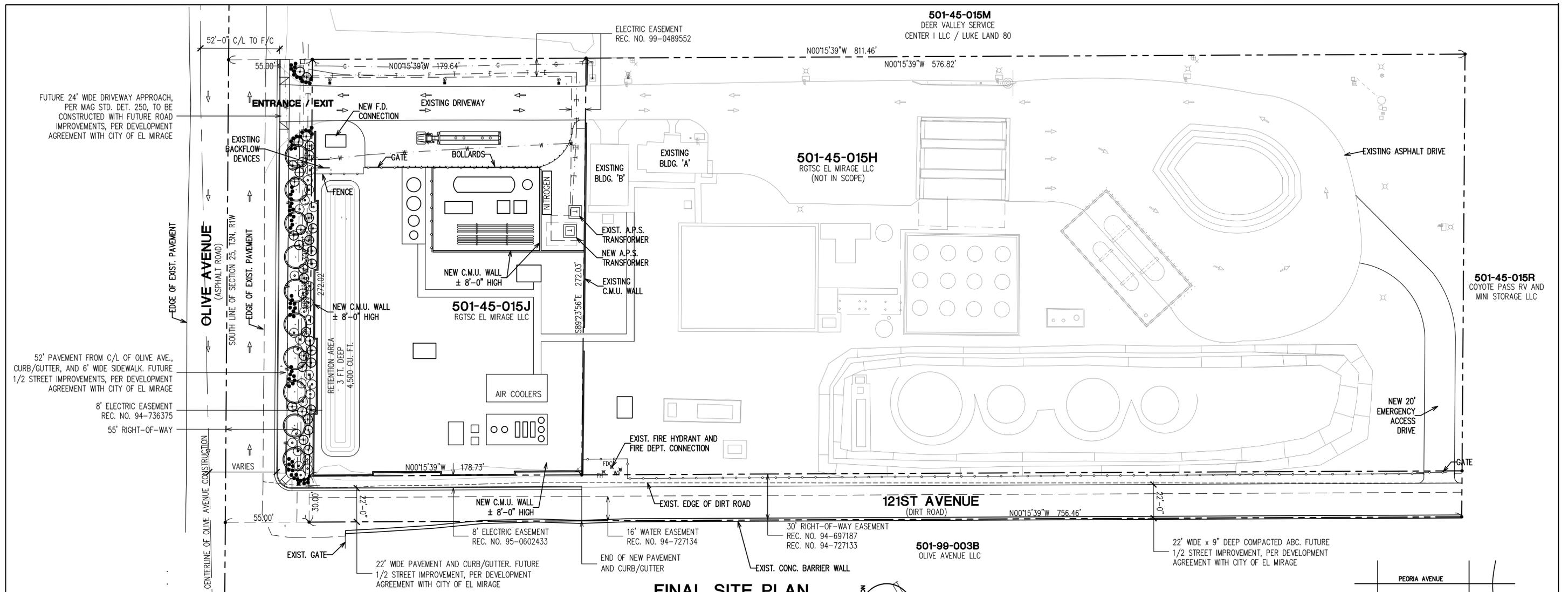


MARK	DATE	REVISION	BY	APPV

	Zygmont M. Kwasnica, P.E. 1743 E. McNair Drive, Suite 100 Tempe, Arizona 85283 PHONE: 480-839-9207 E-MAIL: zkwasnica@k-eng.com	
	FUEL PROCESSING OPERATORS, LLC	
EL MIRAGE FACILITY EQUIPMENT ADDITION SITE PLAN		
LOCATION 12126 W. OLIVE AVENUE, EL MIRAGE, ARIZONA		
SCALE: 1" = 30'-0"	DWG: SP1	SHEET: 1 OF 1
DATE: 03/10/16	DWN. BY: NIL	JOB NO: 15029
CHKD. BY: ZK	EXP. DATE: 08/30/2016	NOT FOR CONSTRUCTION



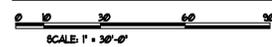
THIS DOCUMENT AND THE INFORMATION HEREIN RELATING TO K ENGINEERING AND DESIGN AND ITS CLIENT HAS BEEN FURNISHED IN CONFIDENCE FOR THE PRIVATE USE OF AUTHORIZED PERSONNEL. NO PART HEREOF SHALL BE COPIED, DUPLICATED, DISCLOSED OR MADE AVAILABLE TO OTHERS, OR USED TO ANY EXTENT WHATSOEVER EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY K ENGINEERING AND DESIGN AND ITS CLIENT. ANY PERSON, FIRM OR CORPORATION RECEIVING THIS DOCUMENT, HOWEVER OBTAINED, SHALL BY WRITING HEREOF BE DEEMED TO HAVE AGREED TO THE FOREGOING INSTRUCTIONS.



GENERAL NOTES: (landscape)

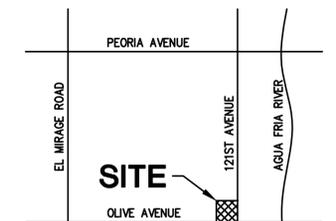
- All landscaped areas shall be top dressed with 2" deep decomposed granite. Color: "Madison Gold", size 3/4" minus.
- All plant material shall have a 2" soil basin constructed around the perimeter of the root ball to retain water.
- Fertilizer planting tablets shall be placed in each hole at the recommended rate.
- The Landscape Contractor shall guarantee all plant material for one year.
- The Landscape Contractor shall be responsible for verification of plant quantities. Plans take precedence over quantities shown on Master Plant List.
- All retention areas shall have a maximum slope of 4:1.
- Final building permit cannot be obtained until bonding or approved assurances is provided for the landscaping within the right-of-way.
- No plant substitutions, type, size or quantity deviations from the approved landscape or irrigation plans without prior approval from the landscape designer.
- All plant material shall conform to the Arizona Nurseryman Association standards.
- Plantings in right-of-way and City-required landscaping shall be from the Department of Water Resources Active Management Area plant list.
- All on-site sidewalks shall be a minimum of 3' wide and have a maximum slope of 1:20 with the maximum cross slope of 1:50. All curbs must provide accessible ramps pursuant to the Americans with Disabilities Act (ADA) standards.
- Walls are not approved as part of the landscape plan but are shown for reference only.

FINAL SITE PLAN



MASTER PLANT LIST:

	symbol	botanical name	common name	size	quantity
TREES:	⊕	PARKINSONIA ACULEATA	DESERT MUSEUM PALO VERDE	24" BOX	10
SHRUBS:	⊕	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	5 GAL	33
	⊙	CASSIA PHYLLODENIA	SILVER CASSIA	5 GAL	27
GROUNDCOVER:	⊕	LANTANA MONTEVIDENSIS "YELLOW"	YELLOW TRAILING LANTANA	1 GAL	70



NORTH NOT TO SCALE
VICINITY MAP

FILE NAME: 15029

MARK	DATE	REVISION	BY	APPV

K
ENGINEERING & DESIGN, LLC

Zygmunt M. Kwasnica, P.E.
1743 E. McNair Drive, Suite 100
Tempe, Arizona 85283
PHONE: 480-839-9207
E-MAIL: zkwasnica@k-eng.com

FUEL PROCESSING OPERATORS, LLC

EL MIRAGE FACILITY EQUIPMENT ADDITION LANDSCAPE PLAN

LOCATION: 12126 W. OLIVE AVENUE, EL MIRAGE, ARIZONA

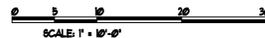
SCALE: 1" = 30'-0"	DWG: L1	SHEET: 1	OF: 1
DATE: 03/10/16			
DWN. BY: NL	JOB NO. 15029		
CHKD. BY: ZK			



THIS DOCUMENT AND THE INFORMATION HEREIN RELATING TO K ENGINEERING AND DESIGN AND ITS CLIENT HAS BEEN FURNISHED IN CONFIDENCE FOR THE PRIVATE USE OF AUTHORIZED PERSONNEL. NO PART HEREOF SHALL BE COPIED, DUPLICATED, DISCLOSED OR MADE AVAILABLE TO OTHERS, OR USED TO ANY EXTENT WHATSOEVER EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY K ENGINEERING AND DESIGN AND ITS CLIENT. ANY PERSON, FIRM OR CORPORATION RECEIVING THIS DOCUMENT, HOWEVER OBTAINED, SHALL BY WRITING HEREOF BE DEEMED TO HAVE AGREED TO THE FOREGOING INSTRUCTIONS.



STREET ELEVATION - OLIVE AVENUE



FILE NAME : 15029

MARK	DATE	REVISION	BY	APPV

<p>ENGINEERING & DESIGN, LLC</p>	<p>Zygmunt M. Kwasnica, P.E. 1743 E. McNair Drive, Suite 100 Tempe, Arizona 85283 PHONE: 480-839-9207 E-MAIL: zkwasnica@k-eng.com</p>
	<p>FUEL PROCESSING OPERATORS, LLC</p>

**EL MIRAGE FACILITY
EQUIPMENT ADDITION
ELEVATIONS**

LOCATION 12126 W. OLIVE AVENUE, EL MIRAGE, ARIZONA

SCALE :	1" = 10'-0"	DWG.	ELEV	SHEET	1	OF	1
DATE :	03/10/16	DWN. BY :	NL	JOB NO.	15029		
CHKD. BY :	ZK						



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When recorded return to:

Mark Griffin
RGTS EL MIRAGE LLC
4710 4th Street
Lubbock, TX 79416

DEVELOPMENT AGREEMENT
RGTS EL MIRAGE LLC
EL MIRAGE, ARIZONA

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 7th day of June, 2016 ("Effective Date") by RGTS EL MIRAGE LLC, a Texas limited liability company ("Owner") and the CITY OF EL MIRAGE, an Arizona municipal corporation (the "City").

RECITALS

WHEREAS, Owner has a real property interest or is the owner of that certain property located in the City of El Mirage, Arizona, consisting of approximately 4.8 acres, legally described as prepared by Owner in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by reference ("Property");

WHEREAS, Owner and City desire to facilitate the development of the Property as a part of the City's growth and development. In furtherance of this aim, Owner and City have cooperated in the preparation of this Agreement;

WHEREAS, pursuant to the provisions of Arizona Revised Statutes Annotated ("A.R.S.") §§ 9-500.05, et seq., Owner and City are authorized to enter into this Agreement;

WHEREAS, this Agreement is necessary in order to establish necessary conditions regarding access to the Property prior to its development.

WHEREAS, the City confirms that development of the Property pursuant to this Agreement is consistent with the City's General Plan on the date of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, it is agreed as follows:

1. INCORPORATION OF DOCUMENTS AND RECITALS. All documents and exhibits referred to in this Agreement are hereby incorporated by this reference

into this Agreement, and the Recitals stated above are hereby incorporated by reference into this Agreement and made a part hereof.

2. COMPLIANCE. The determinations of the City in this Agreement and the assurances provided to Owner in this Agreement are provided pursuant to and as contemplated by A.R.S. § 9-500.05 and other applicable law, bargained for and in consideration for the undertakings of Owner set forth herein and contemplated by this Agreement and are intended to be and have been relied upon by Owner in undertaking the obligations of development of the Property.

3. RIGHTS RUN WITH THE LAND. The rights established under this Agreement are attached to and run with the Property. Upon the effective date of this Agreement, Owner and any successors or assigns are entitled to exercise the rights granted pursuant to this Agreement.

4. PROCESSING. City agrees to cooperate in expeditiously processing the review of plans and submittals necessary to develop a commercial business on the Property. The expedited review of plans and submittals is subject to Owner complying with the ordinances applicable thereto and Owner paying the then current applicable application, review and plan check fees.

5. OFFSITE IMPROVEMENTS.

- a. Owner has submitted for the City's review and approval a site plan for certain improvements to Owner's property as shown in Exhibit C to this Agreement ("Project"). The City Council shall vote on whether to approve the Project or not at a City Council meeting in June 2016.
- b. The City plans to annex Olive Avenue from El Mirage Road to approximately one quarter (0.25) mile east of El Mirage Road. This portion of Olive Avenue is currently under the jurisdiction of Maricopa County. The City and Maricopa County, together, plan to make certain improvements to Olive Avenue, including that portion of Olive Avenue adjacent to Owner's property. Additionally, the City Plans to make certain improvements to 121st Avenue, including that portion of 121st Avenue adjacent to Owner's property.
- c. Pursuant to the City's plans to make certain improvements to Olive Avenue and 121st Avenue (collectively "the Improvements") and subject to the City Council's June 2016 approval of the Project, Owner agrees to construct the portion of the Improvements adjacent to Owner's property as shown in Exhibit C to this Agreement no later than one year from the date of the execution of this Agreement.
- d. City hereby acknowledges that the Improvements will not impede or adversely affect Owner's exiting driveways and points of ingress/egress from Owner's property.

6. SITE IMPROVEMENT BOND. The Owner shall submit a site improvement bond. Each bond shall be in the amount of One Hundred Percent (100%) of agreement sum, (estimated at \$250,000) and shall either be in the form supplied by Owner or shall be in such other form as approved by the City. The bond shall make reference to this agreement, and may be drawn against in an appropriate amount as determined by the City in its sole discretion, when any damages to the City result from the Owner's obligation pursuant to this agreement, or Owner's malfeasance, misfeasance, or breach of contract hereof. The purpose of the bond is to secure the site improvement and the compliance with this Agreement by and between the Owner and the City; the bond shall not be transferable.

7. NOTICES. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be in writing and shall be given by personal delivery, overnight courier or facsimile transmission, or sent by registered or certified mail, postage prepaid, correctly addressed to the intended recipient at the address set forth below:

City: City of El Mirage
Attn: City Manager
12145 NW Grand Avenue
El Mirage, AZ 85335

Copy to: City of El Mirage
Attn: City Attorney
12145 NW Grand Avenue
El Mirage, AZ 85335

Owner: Mark Griffin
RGTSC EL MIRAGE LLC
4710 4th Street
Lubbock, TX 79416

Copy to: Mike Mathers
Fuel Processing Operators LLC
12126 West Olive Avenue
El Mirage, AZ 85335

8. WAIVER. No delay in exercising any right or remedy by either City or Owner shall constitute a waiver thereof. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by all parties hereto. The failure of any party to enforce the provisions of the Agreement or require performance of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of the party to enforce all of the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach thereof.

9. BINDING EFFECT. This Agreement shall be binding upon City and Owner and their respective successors and assigns.

10. GOVERNING LAW. The laws of the State of Arizona shall be applied to all provisions of this Development Agreement.

11. CHOICE OF FORUM. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Maricopa and may be removed therefrom only upon the mutual agreement of the City and Owner.

12. EXERCISE OF AUTHORITY. It is understood and agreed that Owner shall not in any way exercise any portion of the authority or sovereign powers of City and shall not make or contract or commit or in any way represent itself as an agent for City. Nor shall anything in this Agreement be construed to create any partnership, joint venture or principal agency relationship between the parties.

13. RECORDATION. In order to provide notice to third parties, the City shall record this Agreement in the official records of the Maricopa County Recorder within ten (10) days after the full execution of this Agreement.

14. CONFLICT OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511.

15. SEVERABILITY OF PROVISIONS. Each term and provision of this Development Agreement shall be considered severable and if, for any reason, any term or provision of this Agreement be declared or be determined to be illegal, invalid, the validity of the remaining terms and provisions shall not be affected thereby, and said illegal or invalid term or provision shall not be deemed a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary. Should any term or provision of this Agreement be declared or determined to be illegal or invalid as a result of a court action, Owner shall hold City harmless for liability from and against claims, damages, losses and expenses of any nature whatsoever.

16. TIME OF THE ESSENCE. Time is of the essence to this Agreement and with respect to the performance required by each party hereunder.

17. ADDITIONAL ACTS AND DOCUMENTS. Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

18. AMENDMENTS. No amendment shall be made to this Agreement except by written document executed by City and Owner. Within ten (10) days after the execution of any amendment by both parties, the amendment shall be recorded with the Maricopa County Recorder, Maricopa County, Arizona.

19. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of the Agreement, and contains all the covenants and agreements between the parties with respect to said matter.

20. HEADINGS. The headings for the paragraphs of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Agreement.

21. ATTORNEYS FEES. In the event it becomes necessary for a party to this Agreement to bring an action at law or other proceedings to enforce any of the terms or provisions of this Agreement, the successful party in any such action or proceeding may apply for attorney fees pursuant to A.R.S. § 12-341.01.

22. ASSIGNMENT. Owner shall have the right to sell, transfer or assign part or all of the Property to any person or entity at any time during the duration of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

24. DEFAULT. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 30 days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision thereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance or fulfill such obligation. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity.

25. GOOD STANDING; AUTHORITY. Each of the parties represents and warrants to the other (a) that it is duly formed and validly existing, (b) that it is a limited liability company or corporation qualified to do business in Arizona with respect to the Owner, or a political subdivision of the state with respect to the City and (c) that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

26. FORCE MAJEURE. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

27. INDEMNIFICATION.

(a) Owner, or Owner' successors and assigns, agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("Indemnified Group") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from Owner' or its successors' and assigns' acts, errors, mistakes or omissions

relating to any action or inaction of the Owner, its successors or assigns under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

(b) If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of Section 27(a) above, Owner, or its successors or assigns, (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner' insurer, all of which must be approved by City, which approval shall not be unreasonably withheld. The City shall cooperate with all reasonable efforts in the handling and defense of such claim.

(c) Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld.

(d) The indemnity provisions of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Mayor and Council of El Mirage, Arizona, by its Mayor and its Clerk, duly authorized, have affixed hereunto their hand and caused its official seal to be affixed on this _____ day of _____, 2014.

CITY OF EL MIRAGE, an Arizona municipal corporation

Lana Mook, Mayor

Dated: _____

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing Development Agreement was acknowledged before me this _____ day of _____, 2014, before me by Lana Mook, Mayor of the City of El Mirage, an Arizona municipal corporation, and being authorized to do so, executed the foregoing instrument on behalf of the City for the purposes therein stated.

Notary Public

My Commission Expires: _____

ATTEST:

Sharon Antes, City Clerk

Dated: _____

Approval As To Form

By: _____
Robert Hall, City Attorney

OWNER:

RGTSC EL MIRAGE LLC, a Texas limited liability company

By: President, RGTSC EL MIRAGE LLC

By: _____

Dated: _____

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2016 by _____, who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes therein stated.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Legal Description

Parcel No. 1 (APN: 501-45-015J):

A portion of the East 302 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of Section 25, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of the East 302 feet of the North 756.46 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of said Section 25;

Thence North 00 degrees 15 minutes 39 seconds West, a distance of 179.64 feet;

Thence South 89 degrees 23 minutes 56 seconds East, a distance of 272.03 feet;

Thence South 00 degrees 15 minutes 39 seconds East, a distance of 178.73 feet to a point 55 feet North of the South section line;

Thence North 89 degrees 35 minutes 24 seconds West, a distance of 272.02 feet back to the TRUE POINT OF BEGINNING.

Parcel No. 2 (APN: 501-45-015H):

A portion of the East 302 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of Section 25, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

The East 302 feet of the North 756.46 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of said Section 25;

EXCEPT a portion of land described as follows:

COMMENCING at the Southwest corner of the East 302 feet of the North 756.46 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of said Section 25;

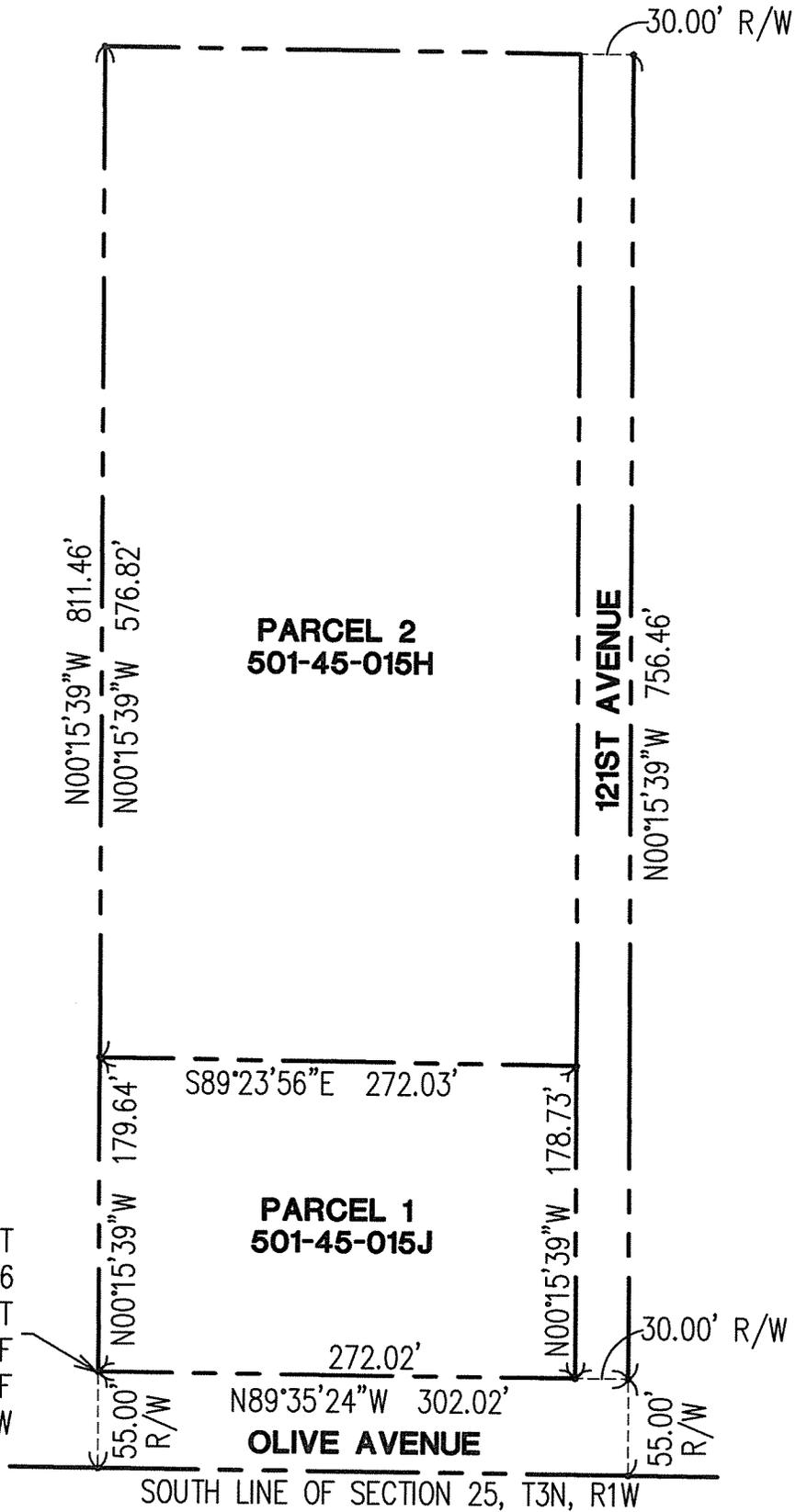
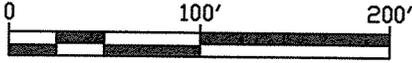
Thence North 00 degrees 15 minutes 39 seconds West, a distance of 179.64 feet;

Thence South 89 degrees 23 minutes 56 seconds East, a distance of 272.03 feet;

Thence South 00 degrees 15 minutes 39 seconds East, a distance of 178.73 feet to a point 55 feet North of the South section line;

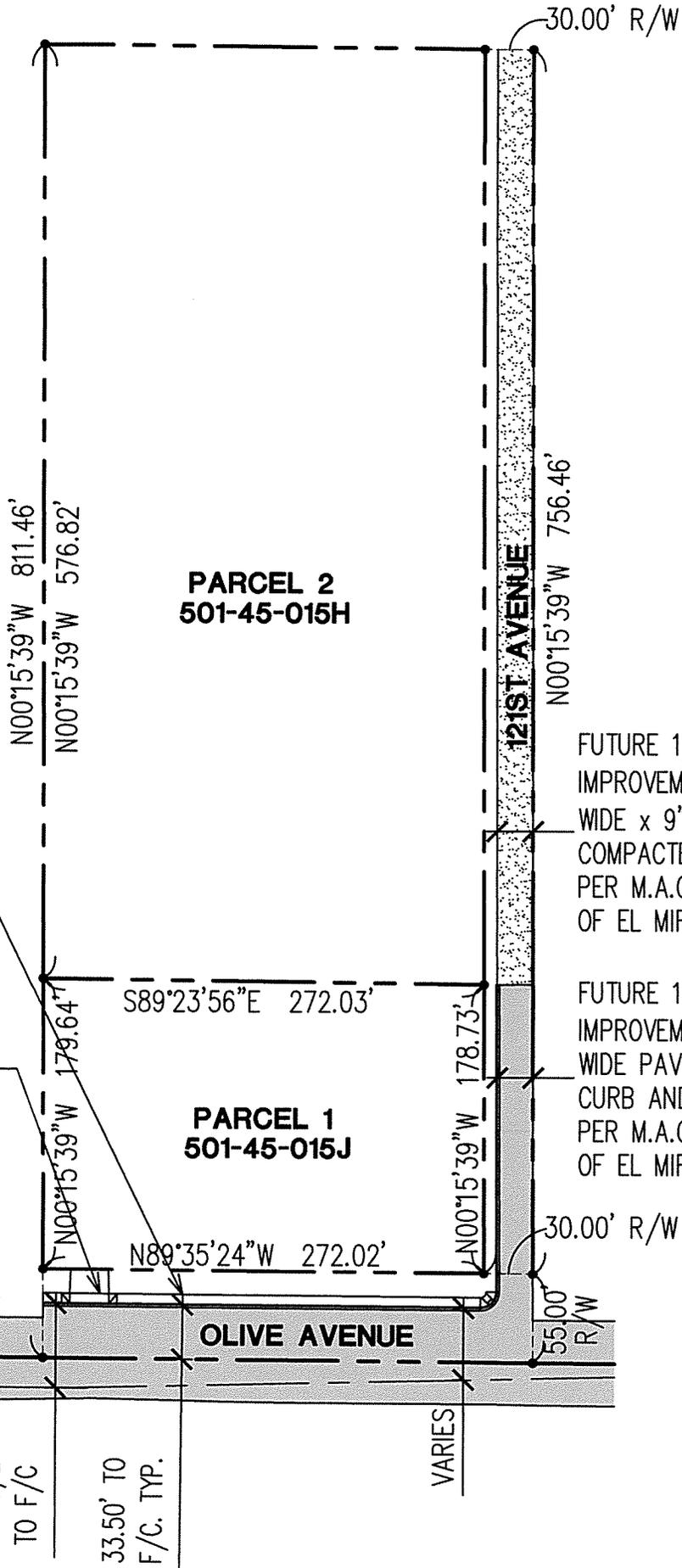
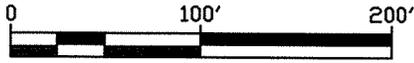
Thence North 89 degrees 35 minutes 24 seconds West, a distance of 272.02 feet back to the TRUE POINT OF BEGINNING.

EXHIBIT 'B'



SOUTHWEST CORNER OF THE EAST 302 FEET OF THE NORTH 756.46 FEET OF THE SOUTH 811.46 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, T3N, R1W

EXHIBIT 'C'



30.00' R/W

N00°15'39"W 756.46'

121ST AVENUE

**PARCEL 2
501-45-015H**

N00°15'39"W 811.46'
N00°15'39"W 576.82'

FUTURE 1/2-STREET IMPROVEMENTS. 22' WIDE x 9" DEEP COMPACTED A.B.C., PER M.A.G. AND CITY OF EL MIRAGE STDS.

FUTURE 1/2-STREET IMPROVEMENTS. 22' WIDE PAVEMENT, CONC CURB AND GUTTER, PER M.A.G. AND CITY OF EL MIRAGE STDS.

**PARCEL 1
501-45-015J**

S89°23'56"E 272.03'

N89°35'24"W 272.02'

N00°15'39"W 179.64'

N00°15'39"W 178.73'

30.00' R/W

55.00' R/W

OLIVE AVENUE

VARIES

FUTURE 1/2-STREET IMPROVEMENTS. EXTENDED PAVEMENT, NEW CONC. GUTTER, NEW CONC. CURB AND NEW 6' CONC. SIDEWALK, PER M.A.G. AND CITY OF EL MIRAGE STDS.

NEW DRIVEWAY APPROACH PER MAG STD. DET. 250

EDGE OF EXISTING PAVEMENT

SOUTH LINE OF SECTION 25, T3N, R1W

CENTERLINE OF OLIVE AVE. CONSTRUCTION

EDGE OF EXISTING PAVEMENT

52' C/L TO F/C

33.50' TO F/C. TYP.



COMMISSION REQUEST REVIEW

April 12, 2016

APPLICANT INFORMATION

Case: PZ16-03-04
Owner: Fuel Processing Operations LLC
Agent: Nicole A. Lee, K Engineering & Design
Request (s): Major Site Plan Amendment - Industrial Use

PROPERTY INFORMATION

Parcel(s): APN 501-45-015J
Address: 12126 W. Olive Avenue, El Mirage Arizona 85335
Property History: Current Zoning = E/I (9/2011)
Land Area: Total lot area = 53,052 sq. Ft. (1.2 acres new area) (4.8 total acres)
Building Area: Existing building = Yes

ZONING / LAND USES

Existing Zoning: EI – Employment/Industry
Proposed Zoning: EI – Employment/Industry
Noise Zone: N/A
Flood Zone: N/A

SURROUNDING PROPERTY

North: EI – Employment/Industry
East: Gravel Operation (Maricopa County)
South: NR- Natural Reserve/Olive Avenue
West: CP – Commerce Park

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage [0.5 miles]
Fire: City of El Mirage [3.1 miles]

ACCESS

Road: Main: Olive Avenue / Emergency: 121th Avenue
Class: Major Arterial / Collector (Proposed)
Improvements: Paved 4-lane / 2-lane (Proposed)
Condition: Good / Unpaved

SCHOOLS

District: Dysart Unified School District
Elementary: El Mirage Elementary School
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. An Industrial Use facility is compatible with the General Plan. The proposed facility requires a Major Site Plan Amendment per City Code.
- Considerations:** The Pro-Petroleum plant (Fuel Processing Operators, LLC) has been operating at this location in the City of El Mirage for over twenty years. The plant processes the majority of the transmix generated during the transportation of fuel products into the Phoenix-area.
- In response to federal regulations to reduce the sulfur content in diesel fuel, the operators of the plant are proposing to install additional processing equipment and piping to meet these regulations. Due to the size of the area being occupied with the new equipment a Major Site Plan Amendment is required to the approved site plan.
- Public Hearing Notices have been mailed out and published in a local newspaper as required by State Statute. The Planning staff has received no comments from the public.
- Recommendations:** City staff does not object to the application and recommends approval with the following stipulations;
- Stipulations:**
1. Applicant shall revise the Site and Building Plans as requested by the City staff, including roadway improvements to Olive Avenue and 121th Avenue. (See Attachment)

MEMORANDUM

TO: Lynn Niewiadomski, EnCore Consulting, LLC.

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

RE: Planning and Zoning Commission Hearing Follow up

DATE: April 13, 2016

Mrs. Niewiadomski,

The El Mirage Planning and Zoning Department would like to proceed with the Development Application for the Pro-Petroleum Major Site Plan Amendment. The items below need to be address before the City can proceed with Council approval, please resubmit revised plans.

ENGINEERING DEPARTMENT

1. See Attachment

FIRE BUILDING & LIFE SAFETY

2. The applicant must provide a secondary access point on the property. The preferred location would be on the northeast corner of the existing operation parcel. The gate, at this point, should have a knox lock for access by Fire and the approach should be able to support 75,000 lbs. An improved road would be ideal. With the secondary access provided, the Fire Department has no other issues with the proposed site plan.

PLANNING AND ZONING DEPARTMENT

3. Please provide a revised site plan with the proposed half street improvements on both Olive Avenue and 121st Avenue for the Council Meeting.

POLICE DEPARTMENT

4. Would like to have a secondary access to the site for emergency response.

PUBLIC WORKS

5. Public Works would like to see the scope of the road improvement for 121st Avenue.

The City is willing to enter into a Development Agreement with the applicant, please submit to the Planning and Zoning Department a list of items you wish to be included in the agreement to start the process along with the revised plans.

MEMORANDUM

TO: Jose Macias, GIS/Development Services Coordinator

FROM: Bryce Christo, Civil Engineer II

SUBJECT: Fuel Processing Operators, LLC – TAC and Development Application Submittal

DATE: 03-28-16

Below are the Engineering Department's comments for the above referenced submittal prepared in March 2016. **These items will have to be addressed prior to the Planning and Zoning Meeting.**

1. How does the transmix reach the El Mirage site from the tank farm complex in Phoenix and how does it leave the site?
2. Will the proposed site be considered a RCRA Generator? If so, what type (i.e. conditionally exempt small quantity generator, etc.)?
3. The ultimate pavement section for Olive Avenue is 52 feet from centerline to face of curb. This project will be required to increase the existing roadway to this width which will require approximately 8 feet of additional pavement, curb and gutter and a 6 foot wide sidewalk. Landscaping will also be required. A portion of the proposed roadway would be within Maricopa County's right-of-way and would require review, approval and permitting from MCDOT.
4. This project will also be required to construct the half street section for 121st Avenue which consists of a 22 foot pavement section (centerline to face of curb), curb and gutter and a 5 foot wide sidewalk. These improvements are required along the full length of both RGTSC properties.
5. Olive Avenue Street Elevation:
 - a. Can the proposed site structures be shown darker?
 - b. Show the ACU bundles, hydrotreater reactor, stripper tower or any other structure over 8' tall.

The below items will have to be addressed during the Construction Plan Submittal.

6. If this is going to be a multi-phase project, a Phasing Plan will be required that shows the ultimate project layout, what will be constructed with each phase and the time and sequencing of each phase.
7. The ALTA survey is out of date and should be updated.
8. A right-of-way dedication will be required at the southeast corner of the property to allow for a 20' chamfer.
9. The retention basin(s) will need to accommodate both the proposed site and the runoff generated from any half right-of-ways that the property has frontage along.
10. A Final Drainage Report will be required and must include the following:
 - a. Runoff coefficient and basin volume calculations using the values provided in City of El Mirage Code Section 155.054.

- b. Provide dry up calculations, using Equations 9.2 and 9.3 from the MCFCD Drainage Design Manual – Hydraulic, latest version.
 - c. The FIRM Map referenced in the Preliminary Report is not the most current.
11. A Geotechnical Report will be required to provide percolation tests for the dry well calculations.
 12. A fire hydrant will be required along Olive Avenue.
 13. Show the existing 6-inch water main in 121st Avenue. Verify that the existing 12-inch water main along Olive Avenue runs to 121st Avenue.
 14. Are any water or sewer services required for this project?
 15. The driveway entrance needs to be updated to MAG standards.
 16. Site must adhere to Sight Distance Requirements per COEM Detail 158.
 17. Show any trash enclosures required for this property.
 18. Show any additional street lights required for this property.
 19. Are additional parking spaces required for this project?
 20. A SWPPP will be required.
 21. The proposed site is located within the Luke Air Force Base 65 dB Noise Contour and will require review from the Base.

The above comments are meant to be general in nature and are not considered to be all inclusive. Additional comments may arise during the formal permit submittal.

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

Check One: TAC Review Application Development Application

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

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

PROPERTY INFORMATION:

Property Address/Location: 12126 W. Olive Avenue, El Mirage AZ 85335

Assessor's Parcel Number: 50145015J

APPLICANT / OWNER INFORMATION:

Applicant: <u>K ENGINEERING & DESIGN</u>	Owner: <u>Fuel Processing Operators LLC</u>
Address: <u>1743 E. McNAIR DR #100</u>	Address: <u>408 S. 43rd Avenue</u>
City/ST/Zip: <u>TEMPE, AZ 85283</u>	City/ST/Zip: <u>Phoenix AZ 85009</u>
Phone: <u>(480) 839-9207</u>	Phone: <u>602-723-8515</u>
Email: <u>NLEE@K-ENG.COM</u>	Email: <u>MMATHERS@propetroleum.com</u>
Signature: <u>Nicob A Lu</u>	Signature: <u>M. Mather</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: _____

**FUEL PROCESSING OPERATORS LLC.
PROJECT NARRATIVE
12126 West Olive Avenue
El Mirage, AZ 85335**

Introduction:

Fuel Processing Operators, LLC (FPO) operates a transmix processing facility at 12126 West Olive Avenue. Transmix is an unusable mixture of gasoline, diesel fuel and jet fuel (collectively “fuel products”), generated during pipeline operations, that no longer conforms to the required specifications for any single fuel product. Fuel products are transported into the Phoenix-area via a pipeline system that terminates at the tank farm complex in Phoenix. Fuel products are transported in batches through the pipeline system wherein one product essentially precedes/follows another. During the transportation of fuel products in a common pipeline system, mixing occurs at the point of interface between different products/batches (e.g. the point where a gasoline batch interfaces with a diesel fuel batch). FPO processes transmix back into gasoline and diesel fuel products that conform to the appropriate fuel specifications via simple distillation. In other words, FPO produces quality gasoline and diesel fuel from an otherwise unusable fuel mixture. FPO processes the majority of the transmix generated during the transportation of fuel products into the Phoenix-area.

In response to federal regulations to reduce the sulfur content in diesel fuel, FPO currently is proposing to install additional processing equipment/piping in order to reduce the sulfur content in the diesel fuel produced from transmix. The additional processing of the diesel fuel will result in an even cleaner fuel product and reduced emissions.

Project Summary:

Following the distillation of transmix into gasoline and diesel fuel, the diesel fuel will be directed to the additional processing equipment, to be installed as shown on the attached drawings. The additional equipment includes a series of small-scale modular equipment skids to be set on concrete pads and the associated piping systems. The diesel fuel produced from the existing distillation process will be processed further using a heat exchange system much like the one integral to the existing distillation system and a fixed-bed catalyst. The additional equipment and associated processing will allow for the reduction of sulfur content in the diesel fuel and ultimately a cleaner burning fuel with lower emissions.

Project Schedule:

Due to the limited number of vendors who supply modular desulfurization equipment and the long lead times for production of the equipment, etc., the permitting timeline for this project is

critical. By obtaining the critical approvals for this project in a timely manner, FPO will be able to secure a reasonable schedule with suppliers/vendors before those vendors/suppliers are committed to other projects.

**FUEL PROCESSING OPERATORS LLC.
PROJECT NARRATIVE
12126 West Olive Avenue
El Mirage, AZ 85335**

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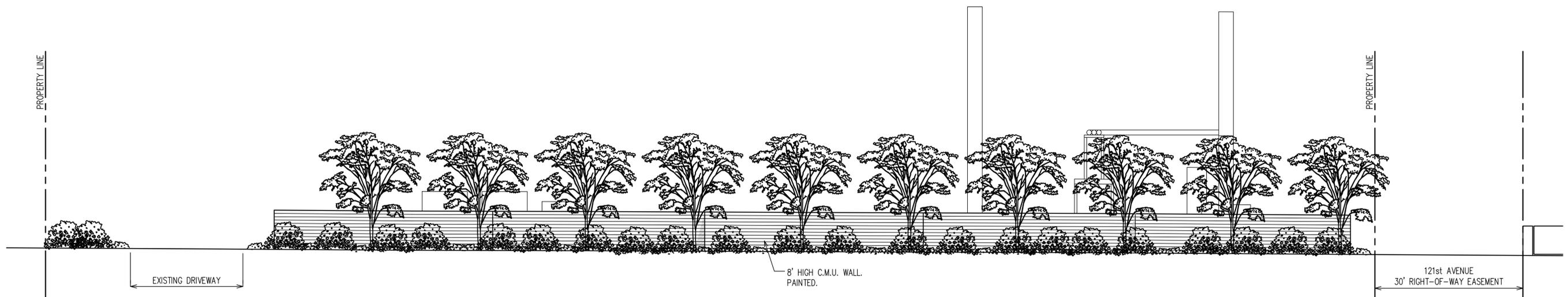
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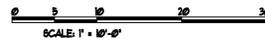
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STREET ELEVATION - OLIVE AVENUE



FILE NAME : 15029

MARK	DATE	REVISION	BY	APPV

<p>ENGINEERING & DESIGN, LLC</p>	<p>Zygmunt M. Kwasnica, P.E. 1743 E. McNair Drive, Suite 100 Tempe, Arizona 85283 PHONE: 480-839-9207 E-MAIL: zkwasnica@k-eng.com</p>
	<p>FUEL PROCESSING OPERATORS, LLC</p>

**EL MIRAGE FACILITY
EQUIPMENT ADDITION
ELEVATIONS**

LOCATION 12126 W. OLIVE AVENUE, EL MIRAGE, ARIZONA

SCALE :	1" = 10'-0"	DWG.	ELEV	SHEET	1	OF	1
DATE :	03/10/16	DWN. BY :	NL	JOB NO.	15029		
CHKD. BY :	ZK						



THIS DOCUMENT AND THE INFORMATION HEREIN RELATING TO K ENGINEERING AND DESIGN AND ITS CLIENT HAS BEEN FURNISHED IN CONFIDENCE FOR THE PRIVATE USE OF AUTHORIZED PERSONNEL. NO PART HEREOF SHALL BE COPIED, DUPLICATED, DISCLOSED OR MADE AVAILABLE TO OTHERS, OR USED TO ANY EXTENT WHATSOEVER EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY K ENGINEERING AND DESIGN AND ITS CLIENT. ANY PERSON, FIRM OR CORPORATION RECEIVING THIS DOCUMENT, HOWEVER OBTAINED, SHALL BY WRITING HEREOF BE DEEMED TO HAVE AGREED TO THE FOREGOING INSTRUCTIONS.

When recorded, return to:

RGTSC-EL MIRAGE, LLC
c/o Pro Petroleum, Inc.
Attn: Mark Griffin
Lubbock, TX 79416

49
Ga

111 04991355

SPECIAL WARRANTY DEED

STATE OF ARIZONA

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MARICOPA

§

THAT EQUILON ENTERPRISES LLC d/b/a SHELL OIL PRODUCTS US, a Delaware limited liability company ("Grantor") in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and specially warrants to RGTSC-EL MIRAGE, LLC, a Texas limited liability company ("Grantee"), as designee of PRO PETROLEUM, INC., a Texas corporation, with offices at 5202 4th Street, Lubbock, TX 79416, the following described real estate:

Parcel 1

A portion of the East 302 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of Section Twenty-five (25), Township Three (3) North, Range One (1) West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of the East 302 feet of the North 756.46 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of said Section 25;

Thence North 0 degrees, 15 minutes 39 seconds West a distance of 179.64 feet
Thence South 89 degrees, 23 minutes 56 seconds East a distance of 272.03 feet;

Thence South 0 degrees 15 minutes 39 seconds East a distance of 178.73 feet to a point 55 feet North of the South Section line;

Thence East 89 degrees 35 minutes 24 seconds West a distance of 272.02 feet back to the True Point of Beginning.

Parcel 2

A portion of the East 302 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of Section Twenty-five (25), Township Three (3)

North, Range One (1) West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

The East 302 feet of the North 756.46 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of said Section 25;

EXCEPT a portion of land described as follows:

Commencing at the Southwest corner of the East 302 feet of the North 756.46 feet of the South 811.46 feet of the Southwest quarter of the Southwest quarter of said Section 25;

Thence North 0 degrees, 15 minutes 39 seconds West a distance of 179.64 feet;

Thence South 89 degrees, 23 minutes 56 seconds East a distance of 272.03 feet;

Thence South 0 degrees 15 minutes 39 seconds East a distance of 178.73 feet to a point 55 feet North of the South Section line;

Thence East 89 degrees 35 minutes 24 seconds West a distance of 272.02 feet back to the True Point of Beginning.

This conveyance is made and accepted subject to current taxes not yet due and payable, assessments, reservations in Unofficial Document, and all easements, rights of way, encumbrances, covenants, conditions, restrictions, and liens as may appear of record.

Grantor binds Grantor and Grantor's successors and assigns to warrant and defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

[signature pages continue on next page]

IN WITNESS WHEREOF, this instrument is executed this 13th day of December 2004 by Grantor and Grantee.

GRANTOR:

EQUILON ENTERPRISES LLC
d/b/a SHELL OIL PRODUCTS
a Delaware limited liability company

By: *J. H. Hollowell*

Name: J. H. Hollowell

Title: Vice President Distribution

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

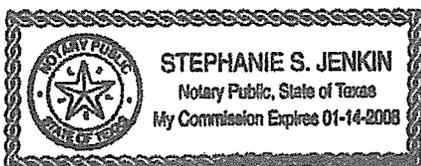
Unofficial Document

The foregoing instrument was acknowledged before me this 13th day of December, 2004 by John Hollowell, Vice President, Distribution of EQUILON ENTERPRISES LLC d/b/a SHELL OIL PRODUCTS US, a Delaware limited liability company on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stephanie S. Jenkin
Notary Public, State of Texas

My commission expires:



[continued on next page]

GRANTEE:

RGTSC-EL MIRAGE, LLC,
as designee of PRO PETROLEUM, INC.

By: Mark Griffin

Name: MARK GRIFFIN

Title: PRESIDENT

THE STATE OF Texas

§

COUNTY OF Lubbock

§

§

The foregoing instrument was acknowledged before me this 15th day of December, 2004 by Mark Griffin, President, of RGTSC/EL MIRAGE, LLC, a Texas limited liability company on behalf of said company, and as designee of PRO PETROLEUM, INC., a Texas company.

Unofficial Document

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Terri Smith
Notary Public, State of Texas

My commission expires: 07-03-07



**CITY OF EL MIRAGE
PLANNING AND ZONING COMMISSION
MEETING MINUTES
APRIL 12, 2016**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Planning and Zoning Commission Chairman Frank Carnal called the meeting to order at 6:00 p.m. & led the Pledge of Allegiance.

II. ROLL CALL

Members present were Chairperson Frank Carnal, Commission Members Justin McCarty, Robin Freberg, Martin Crosby and Vice-Chair Monica Dorsey was excused. City staff present was Jorge Gastelum, Director of Development & Community Services/City Engineer, Jose A. Macias, Development Services Coordinator/GIS and Tom Doyle, Economic Specialist.

III. APPROVAL OF THE MINUTES OF FEBRUARY 9, 2016

There being no changes; Martin made a motion to approve the minutes for the February 9, 2016 Regular Meeting, seconded by Freberg, and the motion passed with a vote of 4 to 0.

IV. OLD BUSINESS

None

V. NEW BUSINESS/PUBLIC HEARING ITEM

1. A Planning and Zoning Commission Workshop to discuss the Pro-Petroleum operations located at 12126 W. Olive Avenue, El Mirage, Arizona 85335.

City Staff member Macias went over the workshop guidelines and reminded the Commission Members that no public comments will be accepted in the workshop, but the public will have the opportunity to provide comments during the public hearing portion of the meeting. Commission Chairmen Carnal opened the workshop; Macias introduced Lynn Niewiadomski, Environmental Consultant for Fuel Processing Operators (FPO). Niewiadomski presented a PowerPoint of an overview of FPO operations and request for the site improvements.

Carnal opened the discussion for the workshop; Crosby asked what material the fencing along the front of the property would be. Nicole Lee, Project Architect, answered that the wall will be a painted CMU block and that the wall would stagger to break up the wall. Crosby asked what color the wall is going to be, Lee answered a desert tone color. Carnal asked about the secondary entrance along 121st Avenue, that the El Mirage Fire Department is asking that it be moved to the north end of the entire property, not just to the end of the new area. Mike Mather, Vice President of Operations for FPO stated that they will work with City Staff to make revisions to the site plan. Freberg asked if the City Fire Department was equipped and trained to handle a hazmat emergency, Macias stated that staff would have to research the question and report back to the Commission Members.

There being no more questions from the Commission Members, Carnal closed the workshop and moved to the public hearing portion of the meeting.

2. Public hearing, discussion and recommendation for a Major Site Plan Amendment for an Industrial Use at 12126 W. Olive Avenue, El Mirage, Arizona 85335

Carnal opened the public hearing; Macias presented the staff report to the Commission Members and audience. Carnal called for comments from the public, there being none Carnal closed the public hearing and asked for a motion. Crosby made the motion to recommend approval of the application as presented by staff with the stipulations, seconded by McCarty, motion passed with a 4-0 vote.

3. Public hearing, discussion and recommendation for a Conditional Use Permit for a Wireless Communication Facility (Small Cell Site) at 14955 N. Dysart Road, El Mirage, Arizona 85335.

Carnal opened the public hearing; Macias presented the staff report to the Commission Members and audience. Carnal called for questions and comments from Commission and the public, Crosby asked if the pole and equipment will be behind the wall, Macias confirmed yes that all the equipment will be hidden from the public. Carnal called for public comments, Amy Sasunock, an El Mirage resident, stated that she did not have an issue with the pole being there, but that she did not like the esthetics of the pole and antennas and requested that the poles be designed to look "nicer". There being no more comments from the public; Carnal closed the public hearing and asked for a motion, Crosby made the motion to recommend approval of the application as presented by staff with the stipulations, seconded by McCarty, motion passed with a 4-0 vote.

Carnal asked the City Mayor Lana Mook if she had any comments, Mayor Mook asked if she could speak unofficially, Mayor Mook started that this item (the esthetics) is critical and will be discussed at the City Council meeting.

VI. DISCUSSION ITEM

None

VII. STAFF REPORT

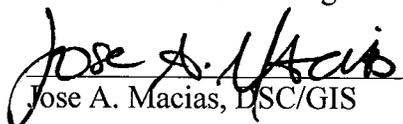
Gastelum reported on the following; 1) El Mirage Road between Peoria Avenue and Cactus Road will be closed to through traffic until May 22nd to complete necessary roadway improvements and utility relocations. Please take additional time if driving within the area. 2) Groundbreaking of the New City Hall was held last month. Completion is anticipated to be in late 2016.

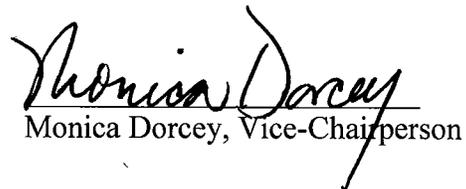
VIII. COMMISSIONER COMMENTS

No comments.

IX. ADJOURNMENT

Planning and Zoning Commission Chairperson, Frank Carnal, adjourned the commission meeting at 6:35 p.m.


Jose A. Macias, DSC/GIS


Monica Dorsey, Vice-Chairperson

City of El Mirage Planning and Zoning Workshop

Presented By

Fuel Processing Operators, LLC

INTRODUCTIONS

Lynn Niewiadomski

- Environmental Consultant for Fuel Processing Operators

Mark Griffin

- President – Fuel Processing Operators

Mike Mathers

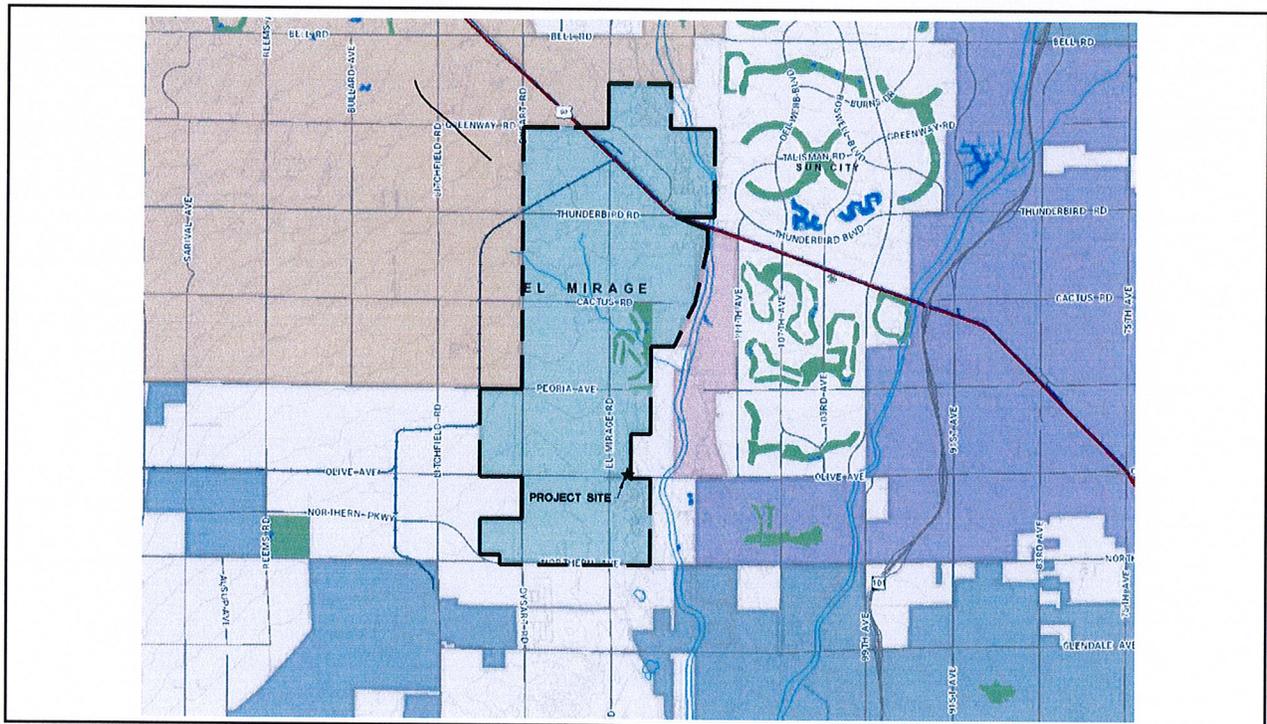
- Vice President of Operations – Fuel Processing Operators

Nicole Lee

- Architect - K-Engineering & Design

WORKSHOP OBJECTIVES

- Introduction to FPO El Mirage Transmix Facility
- Project Description
- Potential benefit to the City of El Mirage
- Question / answer session





FPO EL MIRAGE TRANSMIX FACILITY

What is Transmix?

- Commingled diesel, gasoline and jet fuel
- Originates from pipelines that transport fuel to The Valley
- Inevitable byproduct of fuel import to The Valley
- Unusable as is

FPO EL MIRAGE TRANSMIX FACILITY

What FPO does:

- Receives transmix from Valley pipeline terminals
- Separates transmix into usable diesel and gasoline
- Distributes separated product into commerce
- Allows for uninterrupted pipeline delivery to The Valley

PROJECT DESCRIPTION

- Modify existing operations to allow for removal of sulfur from diesel
- Diesel will meet EPA's ultra low sulfur diesel ("ULSD") specification
- ULSD results in reduction of vehicle emissions
- Requires installation of additional equipment

POTENTIAL BENEFIT TO CITY OF EL MIRAGE

Improved Aesthetics

- Architectural screen wall along Olive Avenue and 121st Avenue
- Attractive landscaping along Olive Avenue



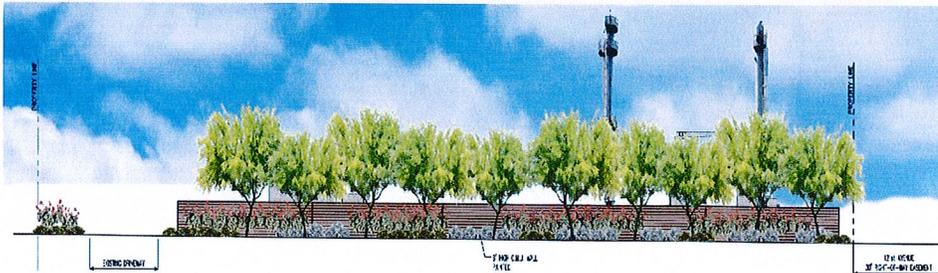
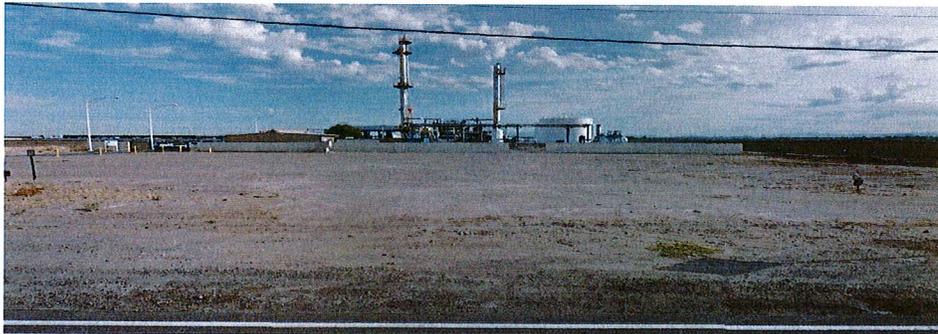
CURRENT VIEW FROM OLIVE AVENUE

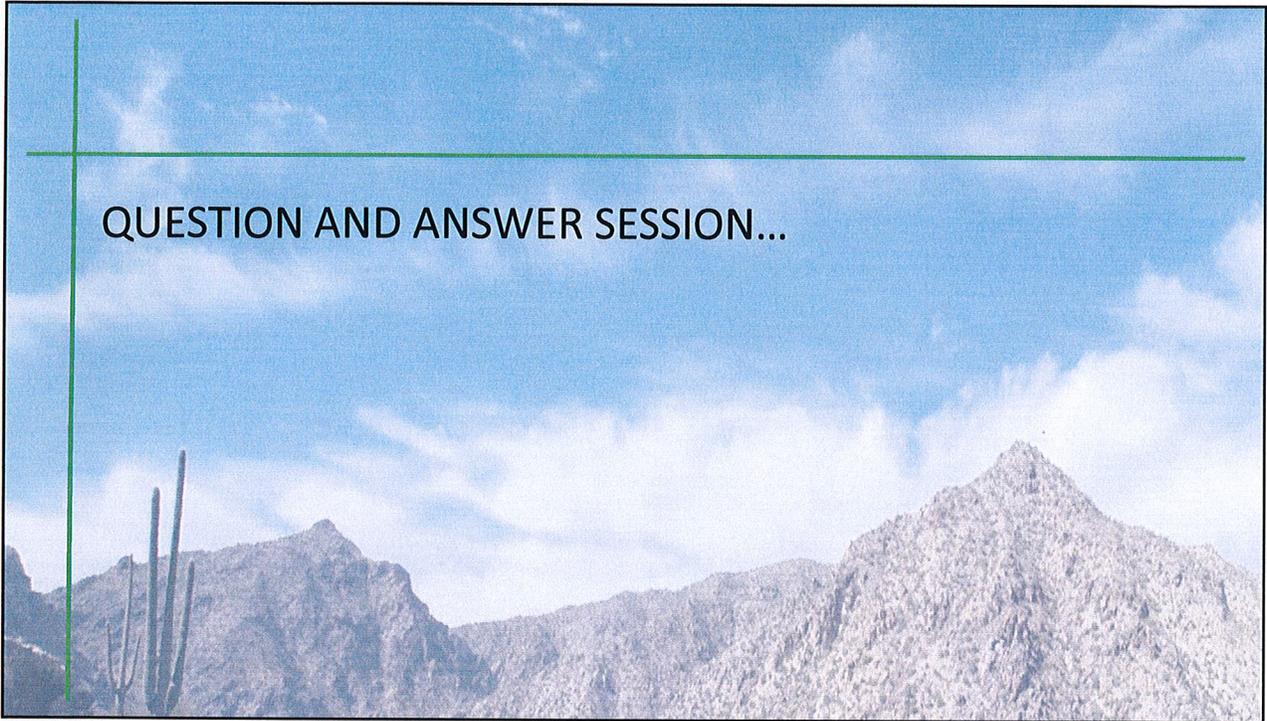


FUTURE VIEW FROM OLIVE AVENUE



BEFORE AND AFTER







AGENDA ITEM B.

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/13/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Conditional Use Permit and Major Site Plan Approval	SUBJECT: Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit and Major Site Plan for the El Mirage Business Center & Storage facility at 10111 N. El Mirage Road.
DATE ACTION REQUESTED: <u>06/7/2016</u> <input checked="" type="checkbox"/> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Jorge Gastelum, Director of Development & Community Services/City Engineer <i>JG</i>
RECOMMENDATION: Approve a Conditional Use Permit and Major Site Plan for El Mirage Business Center & Storage facility at 10111 N. El Mirage Road.
PROPOSED MOTION: I move to approve the Conditional Use Permit and Major Site Plan as presented.
ATTACHMENTS: Site Plan, Staff Report, Applicant Packet (Traffic Impact Statement, Drainage Report, and the Environmental Site Assessment are on file in the City Clerk's Office), and P&Z minutes.

DISCUSSION: A discussion and action to approve a Conditional Use Permit and Major Site Plan for the El Mirage Business Center & Storage facility at 10111 N. El Mirage Road. Council approval is required to move forward with the construction permitting process. The Planning & Zoning Commission recommended approval of the conditional use permit and major site plan with a 4-0 vote at the May 12, 2016 hearing.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

Approved as to Form:

Robert Nilles 6/2/16
 Robert Nilles Date

Robert M. Hall 6/2/16
 Robert M. Hall, City Attorney Date

City Manager:

Spencer A. Isom 6/2/16
 Dr. Spencer A. Isom Date



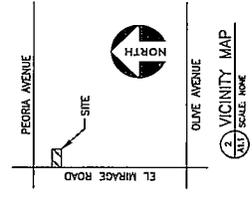
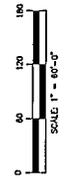
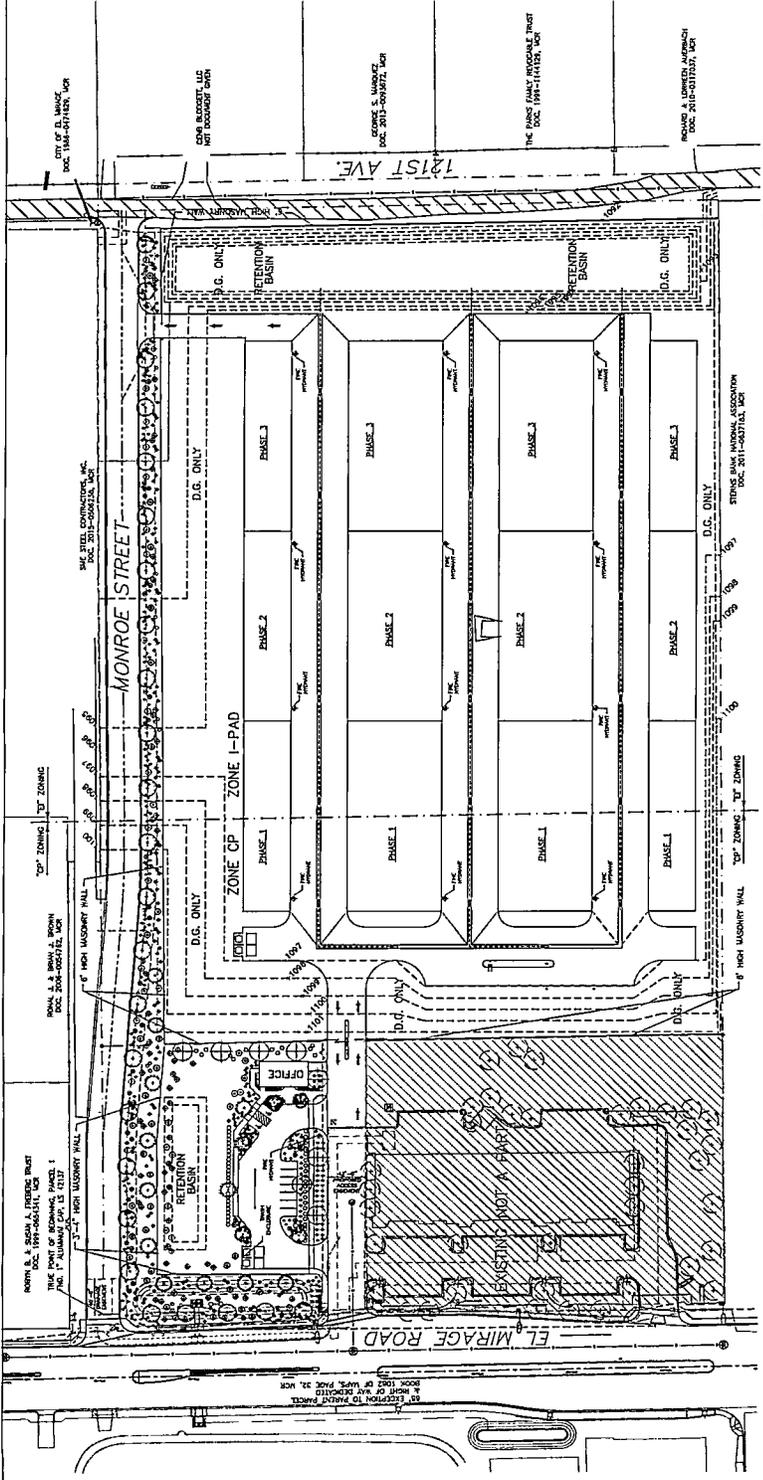
EL MIRAGE BUSINESS CENTER & STORAGE
 APN: 501-45-013F
 10111 N. EL MIRAGE ROAD
 EL MIRAGE, ARIZONA 85335

CORNWELL
 ARCHITECTURE
 808 WEST ROBINSON ROAD
 PHOENIX, ARIZONA 85027-8847
 TEL: 602-452-4807
 WWW.CORNWELLARCHITECTURE.COM

AT THE END OF 121ST AVENUE
 PROJECT: 1002
 DRAWN: DAD
 CHECKED: DMC
 CONTRACT: 00-03-15
 SHEET: L1.1



LANDSCAPE ARCHITECTURE
 47 E. WASHINGTON AVENUE
 PHOENIX, ARIZONA 85012
 TEL: 602-254-1111
 WWW.CORNWELLARCHITECTURE.COM



LANDSCAPE LEGEND
 (UNLESS OTHERWISE NOTED)

TREES	SHRUBS/ACCENTS	GROUND COVER
<i>Ascidia anera</i>	24" Box Standard	<i>Lamium amplexicaule</i>
<i>Ascidia nigra</i>	24" Box Standard	<i>New Gold & Purple Trailing Lantana</i> 50/50 Mix
<i>Franseria ciliolata</i>	24" Box Standard	<i>Convolvulus cretensis</i>
<i>Chilomen hispidum</i>	24" Box Standard	<i>Bush Morning Glory</i>
<i>Ascidia amplexicaule</i>	24" Box Standard	<i>Decomposed Granite - 1/2" mesh 'Express Gold'</i>
<i>Shepherdia arbuscula</i>	24" Box Standard	<i>Decomposed Granite - 1/2" mesh 'Express Gold'</i>
<i>Erigeron phillyriaefolius</i>	<i>Erigeron phillyriaefolius</i>	<i>Decomposed Granite - 1/2" mesh 'Express Gold'</i>
<i>Yucca filifera</i>	<i>Yucca filifera</i>	<i>Decomposed Granite - 1/2" mesh 'Express Gold'</i>
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OWNER:
 EL MIRAGE BUSINESS CENTER
 10111 N. EL MIRAGE ROAD
 EL MIRAGE, AZ 85335
 DMC: JENNY@ELMIRAGEAZ.COM



COMMISSION REQUEST REVIEW

May 12, 2016

APPLICANT INFORMATION

Case: PZ16-03-05
Owner: John Gorosics Carari Holding, Inc.
Agent: Greg Cornell, Cornell Architecture
Request (s): Conditional Use Permit/Site Plan for an Exterior Storage Yard

PROPERTY INFORMATION

Parcel(s): APN 501-45-013G
Address: 10111 N. El Mirage Road
Property History: Current Zoning: CP/EI (9/22/2011)
Land Area: Total lot area: 702,410 sq. Ft. (16.12 acres)
Building Area: Existing building: Vacant

ZONING / LAND USES

Existing Zoning: CP-Commerce Park & E/I – Employment/Industry
Proposed Zoning: CP-Commerce Park & E/I – Employment/Industry
Noise Zone: Yes: 70 & 75 LDN
Flood Zone: No

SURROUNDING PROPERTY

North: CP-Commerce Park & E/I – Employment/Industry (Manufacturing)
East: E/I – Employment/Industry (Exterior Storage Yard)
South: CP-Commerce Park & E/I – Employment/Industry (Exterior Storage Yard)
West: NR- Naturel Reserve (City Park)

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage [0.1 miles]
Fire: City of El Mirage [2.2 miles]

ACCESS

Road: El Mirage Road
Class: Major Arterial
Improvements: Paved 4-lane
Condition: Good

SCHOOLS

District: Dysart Unified School District
Elementary: El Mirage Elementary School
High School: Dysart High School

STAFF REPORT

Compliance with General Plan: The General Plan designates this site as part of The Commerce/Industry Park Planning Area. Where a Business Office and Exterior Storage Yard is compatible with the General Plan. The proposed facility requires a Conditional Use Permit (C.U.P.) in the Commerce Park (CP) zoning district and a Major Site Plan approval in the Employment/Industry (E/I) zoning district.

Considerations: The project consists of developing sixteen acres of vacant land in to a business office building and an exterior storage yard between El Mirage Road and 121st Avenue. The property owner has agreed to dedicate land for a new City street to be named Cheryl Drive along the north property line and provide half street improvements along 121st Avenue.

Public Hearing Notices have been mailed out and published in a local newspaper as required by State Statute. The Planning staff has received no public comments regarding this application.

Recommendations: City staff does not object to the application and recommends approval with the following stipulations;

Stipulations:

1. Applicant shall revise the building plans permits as requested by the Technical Advisory Committee. (See Attachment)



DCS-Planning & Zoning
12145 NW Grand Avenue, El Mirage 85335
623-876-2996; Fax 623-876-4605; TDD 623-933-3258
www.cityofelmirage.org

MEMORANDUM

TO: Greg Cornell, Cornell Architecture

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

RE: **Second Review:** PZ16-03-05 Conditional Use Permit/Site Plan – Exterior Storage Yard at 10111 N. El Mirage Road, El Mirage, Arizona 85335

DATE: May 4, 2016

Mr. Cornell,

Please see review comments from the Technical Advisory Committee members for the project mentioned above;

ENGINEERING

1. See Attachment

ECONOMIC DEVELOPMENT

2. No Comment

FIRE BUILDING & LIFE SAFETY

3. No Comments

PLANNING AND ZONING

[The following Planning and Zoning comments will be addressed in the construction plans]

4. A new address will be assigned by the City once the plat is re-recorded showing the dedication of ROW.
5. The current plat shows three (3) parcels on site, are the two (2) parcels in this project going to be combined as one?
6. Screen Walls shall have one or more of the following: break up the lineal expanse of the walls with a centerline, pilasters, three-wall enclosures, varying heights, the installation of extra plant materials, or varying the landscaped area contours to improve the visual impact of the wall.
7. Wall Permit: wall details shall be reviewed and approved once a separated wall permit is submitted.
- ~~8. Landscape Plan: show the water meter box location.~~
9. An irrigation plan shall be required if the landscaping on Monroe Street is going to be in the City's ROW.

POLICE DEPARTMENT

- ~~10. Recommends the following; the site have adequate lighting, surveillance system and police access to the site during after hours. Applicant has addressed in Response Letter.~~

PUBLIC WORKS

No Comments

- ~~11. Monroe Street improvements — the project states that the property owner on the north side of Monroe Street will be responsible for improvements to that half of the road. Is there verification from that property owner to such an agreement?~~
- ~~12. Monroe Street improvements — project states that Monroe Street is classified as a "collector." Should any improvements to the road be made, they should conform to MAG standards for collector streets.~~
- ~~13. Utility (water and sewer) tie ins will need to be described in more detail on subsequent plans.~~

Please feel free to contact my office if you have any questions regarding this matter, or if you wish to set-up a follow up meeting with the TAC members.

MEMORANDUM

TO: Jose Macias, GIS/Development Services Coordinator

FROM: Bryce Christo, Civil Engineer II

SUBJECT: El Mirage Business Center & Storage – Final Development Application Review

DATE: 05-05-16

Below are the Engineering Department's comments for the above referenced submittal prepared in April 2016. **These items will have to be addressed prior to the Planning and Zoning Meeting.**

1. None

The below items will have to be addressed during the Construction Plan Submittal.

1. A design will be required to show how the existing Southwest Steel driveway will connect to Cheryl Drive.
2. Cheryl Drive shall have a 20-foot pavement section, not including the gutter pan, in the interim condition.
3. The proposed water main within Cheryl Drive needs to connect to the existing 8-inch main within Southwest Steel's driveway.
4. The proposed water meter shall be within the City's right-of-way and the backflow preventer should be on private property.
5. The hydrant spacing along Cheryl Drive shall be 300-feet minimum.
6. Provide an 8-foot PUE along the south side of Cheryl Drive.
7. Provide drainage arrows on the Grading Plan.
8. The minimum domestic and irrigation meter size is 1-inch. The minimum fire service size is 6-inches. The service size, meter size and backflow preventer size must all be the same. The minimum sanitary sewer service size is 6-inches.
9. Show utility crossing information.
10. The fire line shall not be located within the limits of the retention basin.
11. Final Drainage Calculations will be required and must include the following:
 - a. A tributary area map to show the areas contributing to each basin.
 - b. Sizing calculations for any storm drain.
 - c. The ultimate site outfall for the site drainage.
 - d. Any offsite flows that reach the site.
 - e. For the dry up calculations, use Equations 9.2 and 9.3 from the MCFCD Drainage Design Manual – Hydraulics dated August 15, 2013.
12. For Basin 3, show headwall, riprap, trash rack, etc.
13. The Sight Distance Requirements shown do not appear to adhere to COEM Detail 158.
14. A SWPPP will be required.

15. An Approval to Construct and Approval of Construction for MCESD will be required for the utility extensions.
16. Specific City Notes/Details need to be referenced.
17. A Geotechnical Report will be required to provide pavement section recommendations and percolation tests for any proposed basins.

The above comments are meant to be general in nature and are not considered to be all inclusive. Additional comments may arise during the formal permit submittal.

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

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply): **CASE NO:** PZ16-03-05 2nd Submittal

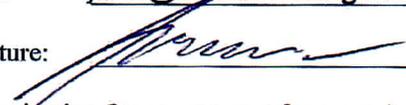
- | | |
|--|---|
| <input type="checkbox"/> Major General Plan Amendment | <input type="checkbox"/> Minor General Plan Amendment |
| <input type="checkbox"/> Rezoning (Map Amendment) | <input type="checkbox"/> Zoning Text Amendment |
| <input type="checkbox"/> Planned Area Development (PAD) | <input type="checkbox"/> PAD Amendment |
| <input checked="" 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 type="checkbox"/> Subdivision Final Plat |

PROPERTY INFORMATION:

Property Address/Location: 10111 N. El Mirage Road (new addresses required)

Assessor's Parcel Number: 501-45-013G (new parcel nos. once deeds recorded)

APPLICANT / OWNER INFORMATION:

Applicant: <u>Greg Cornell, Architect</u>	Owner: <u>John Gorosics Carari Holding, inc.</u>
Address: <u>2558 W. Roughrider Rd.</u>	Address: <u>10111 N. El Mirage Road</u>
City/ST/Zip: <u>New River, AZ 85087</u>	City/ST/Zip: <u>El Mirage, AZ 85335</u>
Phone: <u>623-465-4507</u>	Phone: <u>623-203-1134</u>
Email: <u>greg@cornellarchitecture.com</u>	Email: <u>john@carariholdings.com</u>
Signature: <u></u>	Signature: <u></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.

NARRATIVE:

INTRODUCTION: The project consists of developing vacant property to the east and north of an existing office/warehouse facility. The site is bounded by El Mirage Road to the north, Monroe Street to the west, and Olive Avenue to the south. An office will be provided on Parcel 1 in the northwest corner of the development. This office will contain facility management, security and leasing. The parking for storage area is inside the individual building units.

Phase 1 will be developed in phases. The first phase will be on the west end of the storage rows. This will establish electrical service entrance and sub-panels on the west as well as the risers for the rows.

ZONING & CONDITIONAL USE:

The subject property has zoning on the west half of "CP" Commerce Park and the east half is "E1" Employment/Industrial. Properties to the north and east are zoned "CP" Commerce Park. Property to the south is zoned "CP" Commerce Park. Property to the west is zoned "E1" and the subject property where the west side of El Mirage Road and directly across the street is Municipal Property zoned "M1" Municipal Office. North and south of the Municipal Property is "CP" Commerce Park zoning.

The adjacent existing uses consist of manufacturing, industrial and storage yards.

A Conditional Use Permit is requested for the west four acres of the storage facility. This is the eastern portion of the "CP" zoned area.

CONDITIONS & STIPULATIONS:

For the purpose of better traffic flow and localized access, the Street will be provided for the public local collector roadway. A 25 foot Right-of-Way for the west portion of Monroe and 50 foot Right-of-Way for the east portion as project will be responsible for the construction of the north half of the improvements.

Improvements along 121st Avenue are not part of this project. However, the current survey finds that existing pavement of 121st Avenue encroached on the subject property. The City has offered an option to provide additional Right-of-Way for 121st Avenue. The project proposes a "Temporary" 20 foot access easement until such time that 121st Avenue is constructed. The 20 foot access easement will be provided to the property owner and required street landscaping will be installed.

UTILITIES:

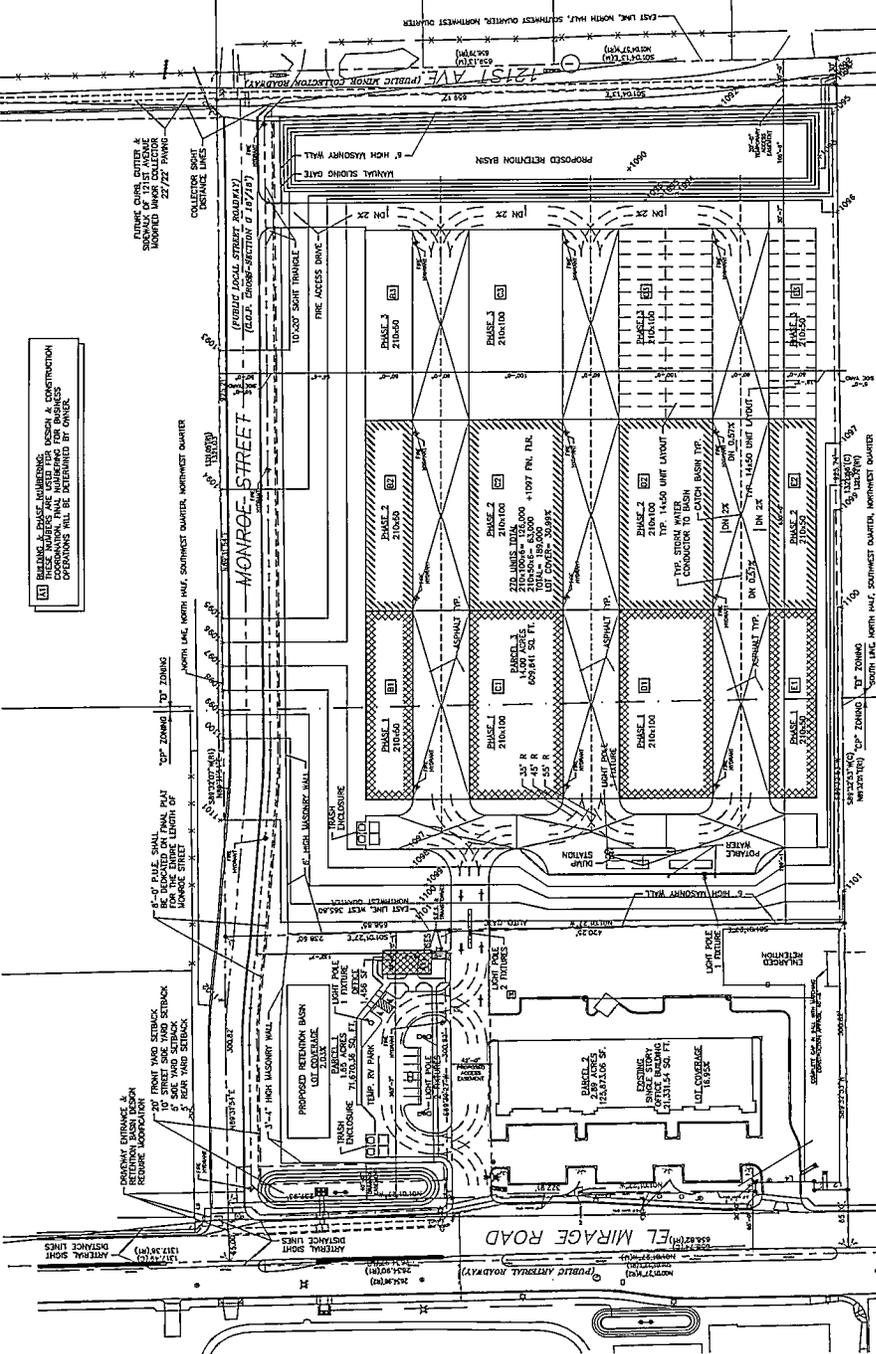
The site is subject to engineering and further research. We intend to provide a water line to the site. A water line will be located in the Right-of-Way for Monroe Street. This new water line will provide domestic water and fire protection. The floor elevation of the RV dump station would dictate the gravity flow of sewer be directed to sewer on 121st Avenue. With this in mind, the location of road grade topography into existing facilities in El Mirage Road at a time that may have intense construction activities and coordination complexities.

INCIDENTALS:

The entrance driveway will connect and extend from the existing northern drive of the existing facility. All traffic areas will be paved. The site is subject to engineering and further research. We intend to provide a water line to the site. A water line will be located in the Right-of-Way for Monroe Street. This new water line will provide domestic water and fire protection. The floor elevation of the RV dump station would dictate the gravity flow of sewer be directed to sewer on 121st Avenue. With this in mind, the location of road grade topography into existing facilities in El Mirage Road at a time that may have intense construction activities and coordination complexities.

The site is limited in potential uses due to its location in relation to the Airforce Base and storage use in this area is limited. The site is subject to engineering and further research. We intend to provide a water line to the site. A water line will be located in the Right-of-Way for Monroe Street. This new water line will provide domestic water and fire protection. The floor elevation of the RV dump station would dictate the gravity flow of sewer be directed to sewer on 121st Avenue. With this in mind, the location of road grade topography into existing facilities in El Mirage Road at a time that may have intense construction activities and coordination complexities.

Buildings will include fire suppression systems and fire hydrants for the site will be shown on the development plans. Two means of fire access to the storage development are provided.



ALL BUILDING AND UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX ZONING ORDINANCES AND THE CITY OF PHOENIX SUBDIVISION MAP ACT. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX SUBDIVISION MAP ACT.

INDEX: COMBINED TAC & DEVELOPMENT APPLICATION

LARGE FORMAT DRAWINGS:

- A1.1-1 SITE PLAN
- A1.1-2 CONCEPT PLAN
- 1011 MINOR LAND DIVISION (RECORDED)
- 1012 ALTA LAND SURVEY
- 2012 PRELIMINARY LANDING & DRAINAGE
- L1.1 PRELIMINARY BUILDING PLANS & ELEVATIONS
- A2.1 SITE URBAN & PHOTOGRAPHIC PLAN
- E1.1 SITE URBAN CALLS & GUT SHEETS

REPORTS & SUPPORTING DOCUMENTS:

- 10 pages 17"x11" CONTEXT PHOTOGRAPHS
- 23 pages TITLE REPORT
- 6 pages DEED FOR THREE PARCELS (RECORDED)
- 61 pages PHASE 1 - ENVIRONMENTAL SITE ASSESSMENT
- 18 pages DRAINAGE REPORT

TABLE OF ZONE STANDARDS
STANDARD: 07/0
LOT AREA (SQ. FT.): 2,000
LOT WIDTH (MINIMUM): 50 FT.
FRONT YARD SETBACK: 10 FT.
SIDE YARD SETBACK: 5 FT.
REAR YARD SETBACK: 5 FT.
FRONT PORCH (MINIMUM): NO
MINIMUM SETBACK - ACCESSORY BUILDING: 5 FT.
SIDE SETBACK: 5 FT.
REAR SETBACK: 5 FT.

ADDITIONAL SETBACKS:
MINIMUM SETBACK: 10 FT.
ACCESSORY BUILDING: 5 FT.
INTERNATIONAL BUILDING CODE AND FIRE CODE (IF APPLICABLE)
IF ANY BUILDING ABOVE 30 FEET IN HEIGHT SHALL BE SUBJECT TO SEPARATE FIRE PROTECTION REQUIREMENTS PER THE IBC AND IFC.



OFFICE PARKING REQUIRED: 4507/1000SF
4 PROVIDED, 4000+ = 8 SPACES REMAINING

STORAGE PARKING REQUIRED: 1500/1000SF
15 PROVIDED, 1000+ = 5 SPACES REMAINING

STORAGE BUILDING - 1 STORY, TYPE A-B CONSTRUCTION, USE GROUP S-1
PROPOSED INCREASE AREA IMPROVED: 17000/10000 (1.7) (1.7)
4-17'-0" x 25'-0" / 20'-0" = 4 x 3 = 12 (12) (12)
3-25'-0" x 20'-0" / 20'-0" = 3 x 2 = 6 (6) (6)

STORAGE UNIT COUNT
270 @ 1400 = 378,000 SF
210 @ 1000 = 210,000 SF
18 @ 1000 = 18,000 SF
TOTAL: 606 UNITS, 606,000 SF

STORAGE UNIT TYPE - 1 STORY, TYPE A-B CONSTRUCTION, USE GROUP S-1
PER THE NEW REQUIREMENTS FOR ACCESSORY BLDG. USE GROUP S-1
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CORNELL
ARCHITECTURE
2558 WEST ROUGHRIIDER ROAD
PHOENIX, ARIZONA 85087-8264
623-465-4507 TEL

CONTEXT PHOTOGRAPHS
El Mirage Business Center & Storage
10111 North El Mirage Road
El Mirage, Arizona 85335
02-18-16



04—View West



02—View East



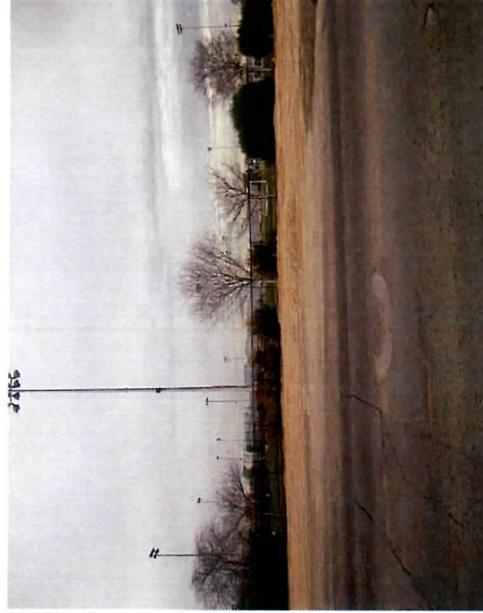
03—View South



01—View North

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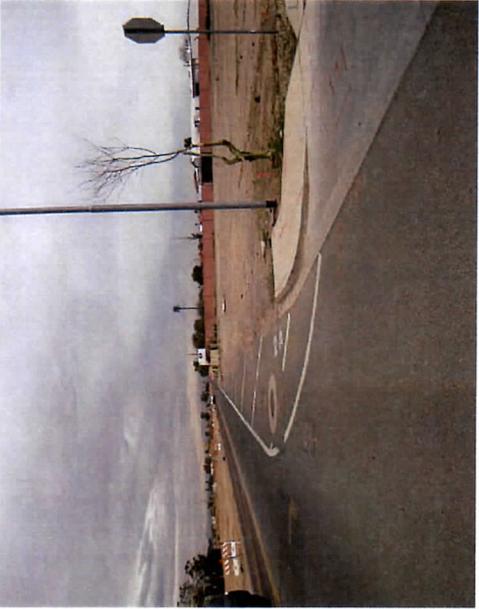
08—View West



06—View East



07—View South



05—View North

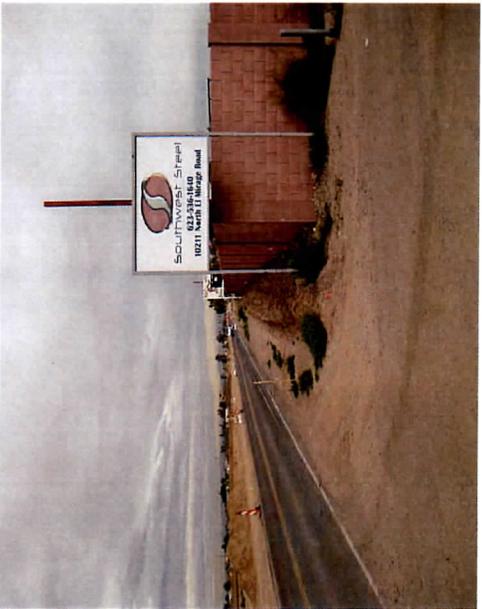
CONTEXT PHOTOGRAPHS



10—View East



12—View West



09—View North



11—View South

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CONTEXT PHOTOGRAPHS
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02-18-16



14—View East



16—View West



13—View North



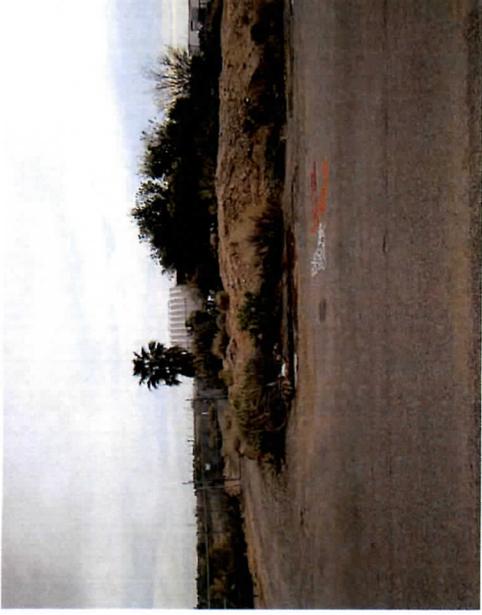
15—View South

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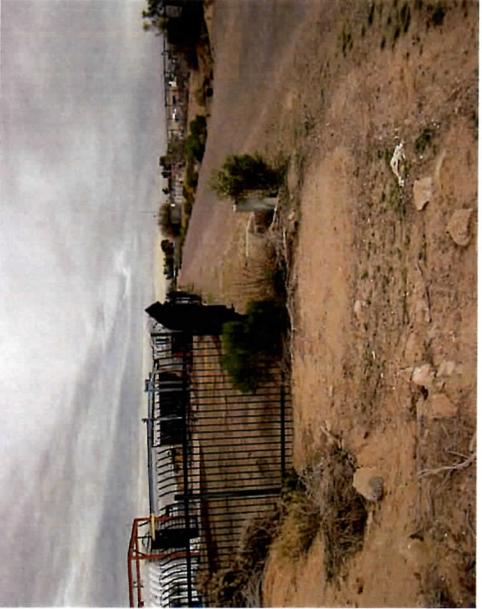
20—View West



18—View East



19—View South



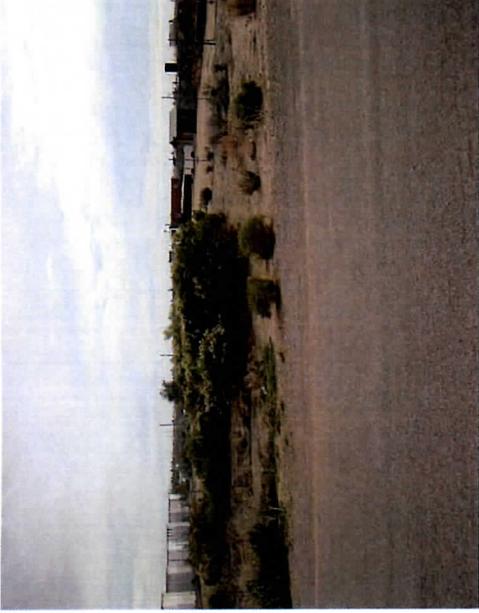
17—View North

CORNELL
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CONTEXT PHOTOGRAPHS
El Mirage Business Center & Storage
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El Mirage, Arizona 85335
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24—View West



22—View East



23—View South



21—View North

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CONTEXT PHOTOGRAPHS
El Mirage Business Center & Storage
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02-18-16



28—View West



26—View East



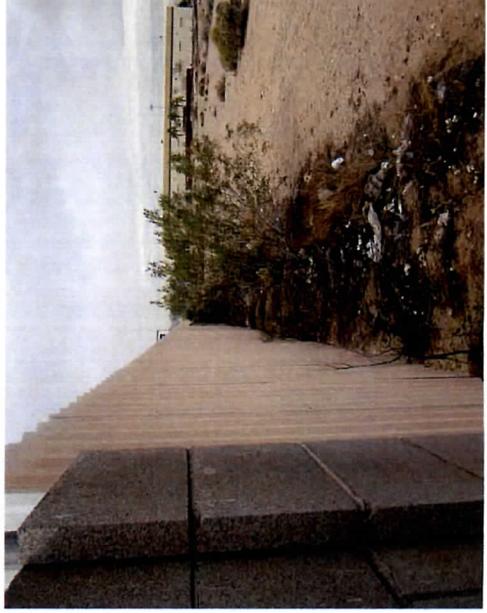
27—View South



25—View North

CORNELL
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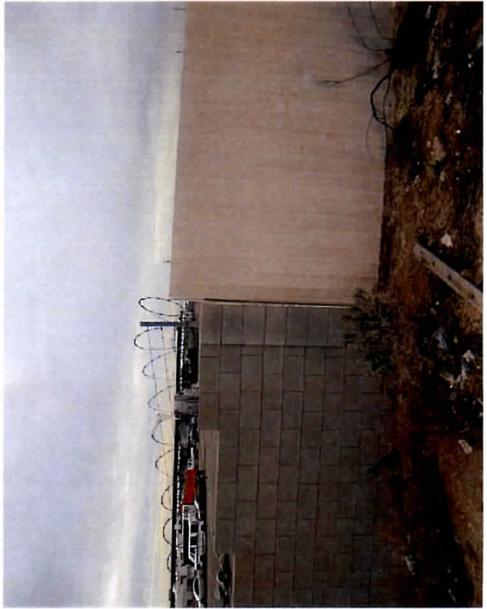
CONTEXT PHOTOGRAPHS
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02-18-16



32—View West



30—View East



31—View South



29—View North

CORNELL
ARCHITECTURE
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CONTEXT PHOTOGRAPHS
El Mirage Business Center & Storage
10111 North El Mirage Road
El Mirage, Arizona 85335
02-18-16



36—View West



34—View East



35—View South



33—View North




Maricopa County Assessor
 Paul D. Petersen
 15 parcels selected

Street	City	State	ZIP	APN
6422 W WAGONER RD	GLENDALE	AZ	85308	50145017L
12145 NW GRAND AVE	EL MIRAGE	AZ	85335	50145016G
10111 N EL MIRAGE RD	EL MIRAGE	AZ	85335	50145013G
2851 NW 9TH ST STE C	CORVALLIS	OR	97330	50145013E
11825 N 80TH DR	PEORIA	AZ	85345	50145018M
12401 W CINNABAR AVE	EL MIRAGE	AZ	85335	50145944
12001 W PEORIA AVE	EL MIRAGE	AZ	85335	50145018P
25627 N 47TH DR	PHOENIX	AZ	85083	50145018N
12520 W DESERT COVE	EL MIRAGE	AZ	85335	50145950
28205 N 150TH AVE	SURPRISE	AZ	85387	50145018L
12145 NW GRAND AVE	EL MIRAGE	AZ	85335	50145945
5801 W WELLS PARK RD	WEST JORDAN	UT	84081	50145017M
PO BOX 26	EL MIRAGE	AZ	85335	50145019L

AERIAL PHOTOGRAPH

El Mirage Business Center & Storage
 10111 North El Mirage Road
 El Mirage, Arizona 85335

CORNELL ARCHITECTURE
 2558 WEST ROUGHRIIDER ROAD
 PHOENIX, ARIZONA 85087-8264
 623-465-4507 TEL

Owner	City	State	ZIP	APN
BROWN RONALD J/BRIAN J	EL MIRAGE	AZ	85335	50145016G
CARIARI HOLDINGS INC	EL MIRAGE	AZ	85335	50145013G
KB LLC	EL MIRAGE	AZ	85335	50145013E
MARQUEZ GEORGE S	PEORIA	AZ	85345	50145018M
EL MIRAGE CITY OF	EL MIRAGE	AZ	85335	50145944
AUERBACH RICHARD/LORREEN	EL MIRAGE	AZ	85335	50145018P
PARKS DONALD J JR/USUAN M TR	PHOENIX	AZ	85083	50145018N
FREBERG ROBYN B/SUSAN A TR	EL MIRAGE	AZ	85335	50145950
CENB BLDGETT LLC	SURPRISE	AZ	85387	50145018L
EL MIRAGE CITY OF	EL MIRAGE	AZ	85335	50145945
SME STEEL CONTRACTORS INC	WEST JORDAN	UT	84081	50145017M
EL MIRAGE CITY OF	EL MIRAGE	AZ	85335	50145019L

NARRATIVE:

INTRODUCTION:

The project consists of developing vacant property to the east and north of an existing office/warehouse facility, the units accessible from the exterior. An office will be provided on Parcel 1 in the northwest corner of the development. This office will contain the site management and administrative parking for storage area is inside the individual building unit. The development will be developed in phases. Phase 1 will include the office building and four storage buildings that begin on the west and end of the storage rows. This will establish electrical service entrance and sub-panels on the west as well as fire risers for the rows.

ZONING & CONDITIONAL USE:

The subject property has zoning on the west half of "CP" Commercial Park and the east half is "E" Employment. The subject property is zoned "CP" Commercial Park. Property to the south is zoned "CP" Commercial Park. Property to the east is zoned "E" Employment/Industrial. Property to the west is zoned "CP" Commercial Park. Property to the north is "CP" and the east half is "E". On the west side of El Mirage Road, Parcel 1 is zoned "E" Employment. The subject property is zoned "CP" Commercial Park. The subject property is zoned "CP" Commercial Park. The subject property is zoned "CP" Commercial Park.

CONDITIONS & SPECIFICATIONS:

A. Conditional Use Permit. Is requested for the west four acres of the storage facility. This is the eastern portion of the "CP" zoning area.

Improvements along 121st Avenue are not part of this project. However, the current survey finds that existing pavement of 121st Avenue approaches on the subject property with designation or relocate the pavement to be in the 30 foot Right-of-Way. The project proposes a "Temporary" 20 foot access easement with such time that the pavement is to be relocated back to the property owner and required street landscaping would be installed.

MISCELLANEOUS:

The entrance driveway will connect and extend from the existing driveway to the east of the site. The existing areas of the site will be paved and graded to catch basins and piped to the east proposed retention basin. A fire access drive to the storage facility will occur on east end of a proposed half street improvement for Monroe Street.

The site is limited in potential uses due to its location in the northwest corner of the development. The site is well suited due to short term and low occupancy. Also, a large portion of the site is situated in an easement for a water treatment plant.

Buildings will include fire suppression systems and fire hydrants for the site will be shown on the development plans. Two means of fire access to the storage development are provided.

INDEX: COMBINED TAC & DEVELOPMENT APPLICATION

LARGE FORMAL DRAWINGS:

- A1.1 SITE PLAN
- 10111 CONTEXT PLAN
- 10111 MINOR LAND DIVISION (RECORDED)
- 10111 ALTA LAND SURVEY
- 10111 PRELIMINARY GRADING & DRAINAGE
- 10111 PRELIMINARY LANDSCAPE PLANNING PLAN
- 10111 PRELIMINARY BUILDING PLANS & ELEVATIONS
- 10111 SITE LIGHTING CALCULATIONS & CUT SHEETS

REPORTS & SUPPORTING DOCUMENTS:

- 10 pages 17"x11" CONTEXT PHOTOGRAPHS
- 23 pages TITLE REPORT (RECORDED)
- 0 pages TRAFFIC IMPACT STATEMENT
- 61 pages PHASE 1 - ENVIRONMENTAL SITE ASSESSMENT
- 18 pages DRAINAGE REPORT

TABLE OF ZONE STANDARDS:

STANDARD	CP/D	E
STORYS	2,000	2,000
LOT AREA (SQ. FT.)	2,000	2,000
LOT COVER (MAXIMUM)	30%	30%
VEHICLE STRIPS - FRONT (MINIMUM)	20 FT.	20 FT.
VEHICLE STRIPS - REAR (MINIMUM)	5 FT.	5 FT.
FRONT (MINIMUM)	10 FT.	10 FT.
REAR (MINIMUM)	5 FT.	5 FT.
SIDE (MINIMUM)	5 FT.	5 FT.
PROVIDA (MINIMUM)	2"	2"
ACCESSORY (MINIMUM)	2"	2"

NO STRIPES IS REQUIRED IF STRUCTURE IS FIRE RESISTANT PER INTERNATIONAL BUILDING CODE AND THE CODE (IG AND IFC).

TO OBTAIN FIRE PROTECTION REQUIREMENTS PER IBC AND IFC.

INDEX: COMBINED TAC & DEVELOPMENT APPLICATION

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NO STRIPES IS REQUIRED IF STRUCTURE IS FIRE RESISTANT PER INTERNATIONAL BUILDING CODE AND THE CODE (IG AND IFC).

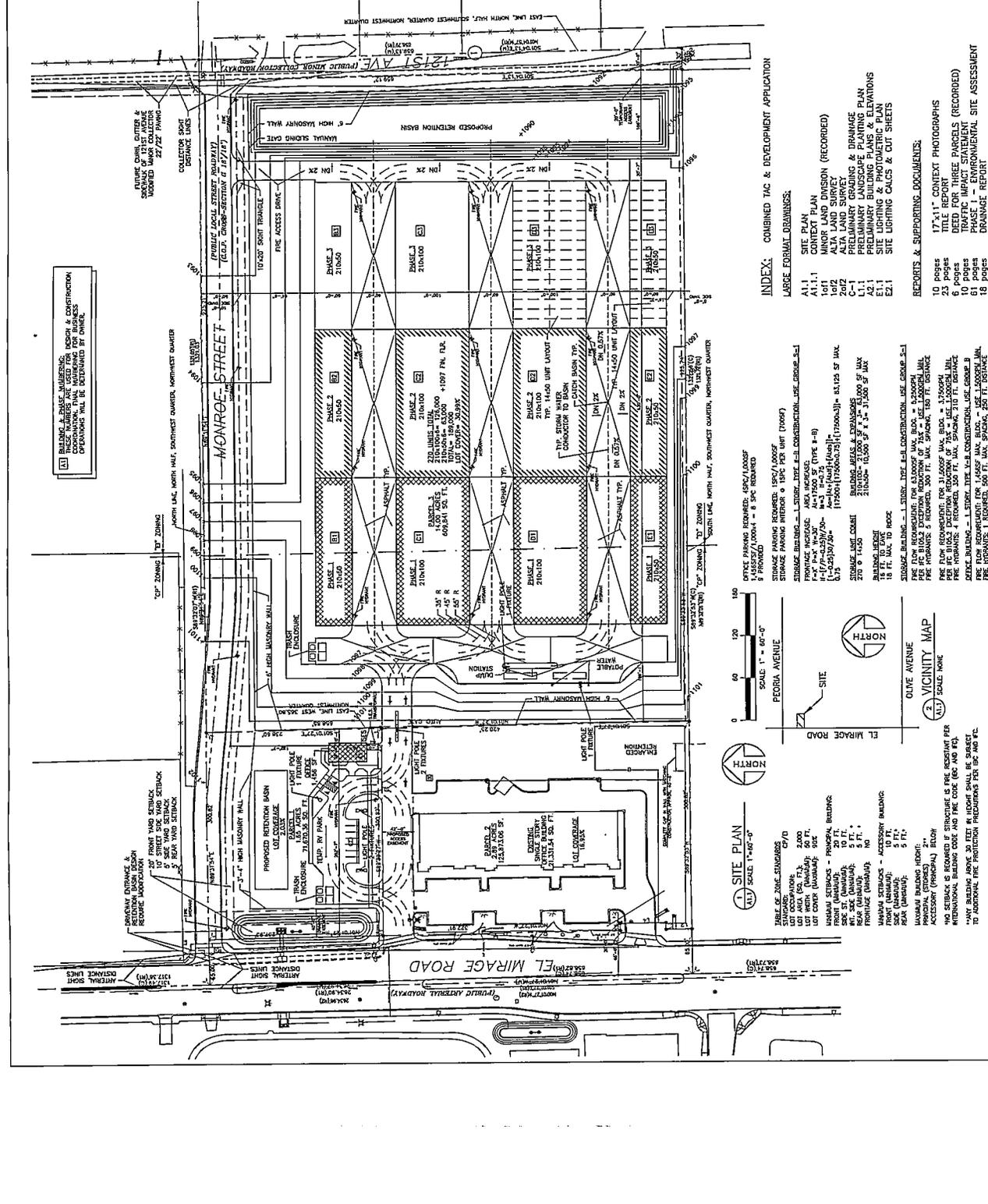
TO OBTAIN FIRE PROTECTION REQUIREMENTS PER IBC AND IFC.

TABLE OF ZONE STANDARDS:

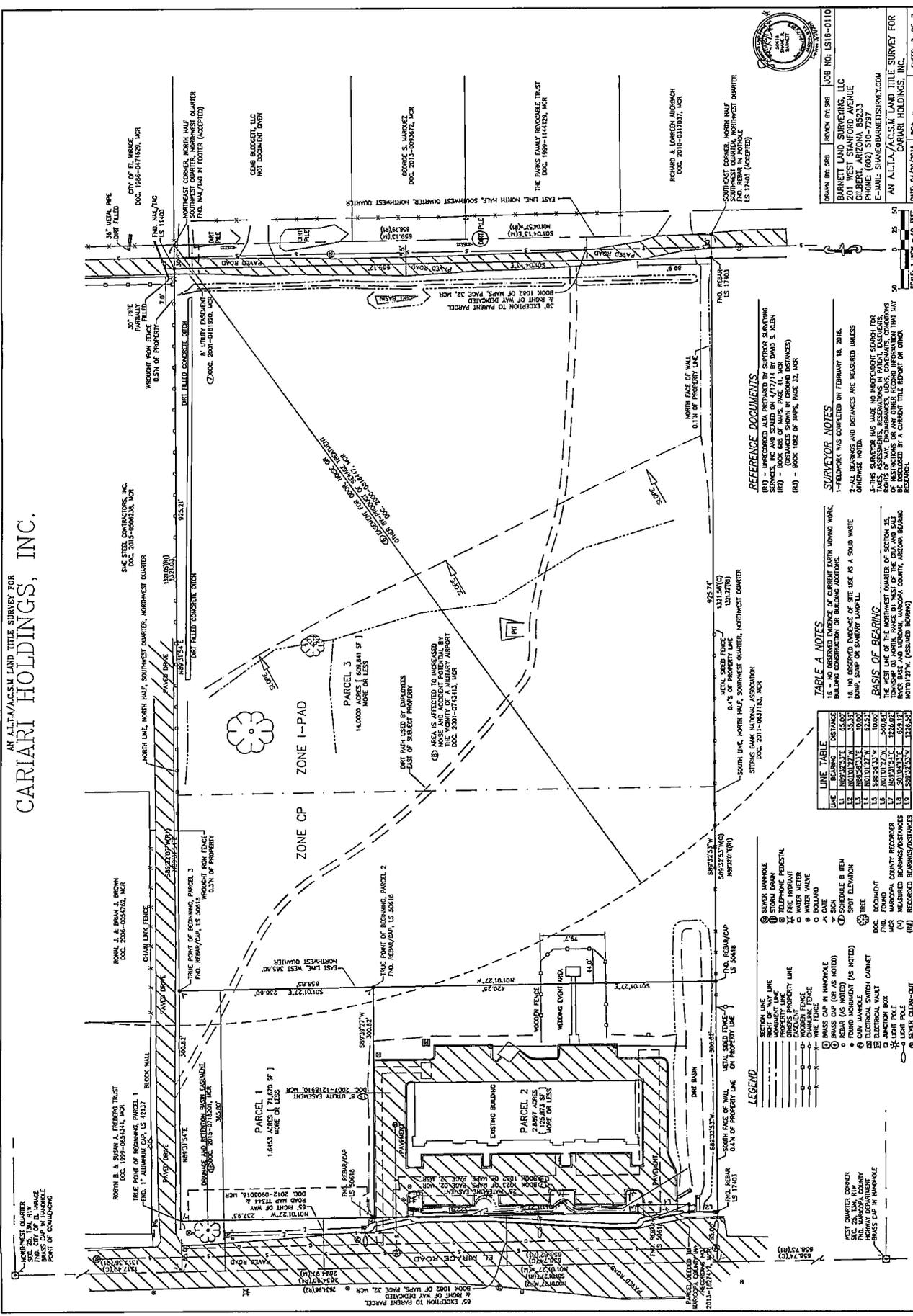
STANDARD	CP/D	E
STORYS	2,000	2,000
LOT AREA (SQ. FT.)	2,000	2,000
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TO OBTAIN FIRE PROTECTION REQUIREMENTS PER IBC AND IFC.



AN ALTA/ALTA-S/LAND TITLE SURVEY FOR CARIARI HOLDINGS, INC.



DRAWN BY: SPM **REVIEW BY:** SPM **JOB NO.:** LS16-011D
BARNETT LAND SURVEYING, LLC
 201 WEST STANFORD AVENUE
 SUITE 200, STANFORD, MI 48306
 PHONE: (402) 510-2727
 E-MAIL: STAKE@BARNETTSURVEYS.COM

**AN ALTA/ALTA-S/LAND TITLE SURVEY FOR
 CARIARI HOLDINGS, INC.**

DATE: 01/29/2016 **REV.:** **SHEET:** 3 OF 2

REFERENCE DOCUMENTS

(R1) - UNRECORDED ALTA PREPARED BY SUPERIOR SURVEYING SERVICES, INC. AND SEALED ON 1/7/14 BY DAVID S. KELLY
 (R2) - DISTANCES SHOWN IN GRAYED DISTANCES
 (R3) - BOOK 1062 OF MAPS, PAGE 32, MICH.

SURVEYOR NOTES

1-FIELDWORK WAS COMPLETED ON FEBRUARY 18, 2016.
 2-ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
 3-THIS SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS OBSERVED THE EXISTING BUILDING, FOUNDATION, AND FOUNDATION FOOTINGS. THE REPORT OF WALL, FOUNDATIONS, UTILITY, CONTAMINANTS, CONDITIONS OF THE PROPERTY, AND ANY OTHER INFORMATION THAT MAY BE DISCLOSED BY A GEOTECHNICAL REPORT OR OTHER REASONABLE

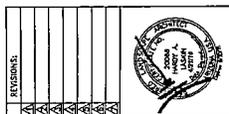
TABLE A. NOTES

16 - NO OBSERVED EVIDENCE OF CURRENT LATER LIVING WORK, BEING DISCONTINUED OR BEING ABANDONED.
 17 - NO OBSERVED EVIDENCE OF BITE USE AS A SOILD WASTE DUMP, SUMP OR SANITARY DISPOSAL.
BASIS OF BEARING
 THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35N, RANGE 18E, MERIDIAN 10W, WACATAW COUNTY, IOWA BEARING RIVER BASE AND MERIDIAN WACATAW COUNTY, IOWA BEARING NORTH 01°37' (ASSUMED BEARING)

LINE BEARING	DISTANCE	
L1	N89°24'23.11" E	65.00
L2	N89°24'23.11" E	35.39
L3	N89°24'23.11" E	35.39
L4	N89°24'23.11" E	65.00
L5	S89°25'32.71" W	10.00
L6	N89°24'23.11" E	22.50
L7	N89°24'23.11" E	65.00
L8	S01°01'31.11" E	65.00
L9	S89°24'23.11" W	1215.36

- LEGEND**
- SECTION LINE
 - PROPERTY LINE
 - EASEMENT
 - EASEMENT
 - CONCRETE FENCE
 - WIRE FENCE
 - BRASS CAP (OR AS NOTED)
 - ROUND MONUMENT (AS NOTED)
 - BEARS (AS NOTED)
 - ELECTRICAL SWITCH CABINET
 - ELECTRICAL WALT
 - JUNCTION BOX
 - WIRE PILE
 - WIRE PILE
 - SEWER CLEAN-OUT

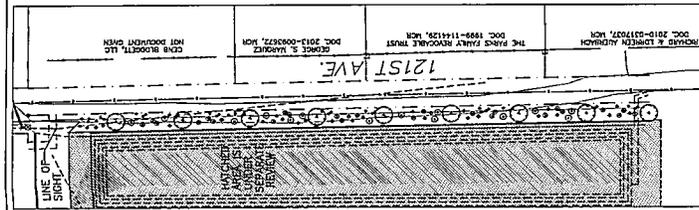
WEST QUARTER CORNER
 SEC. 23, T35N, R18E, M10W, WACATAW COUNTY, IOWA
 BRASS CAP IN MANHOLE



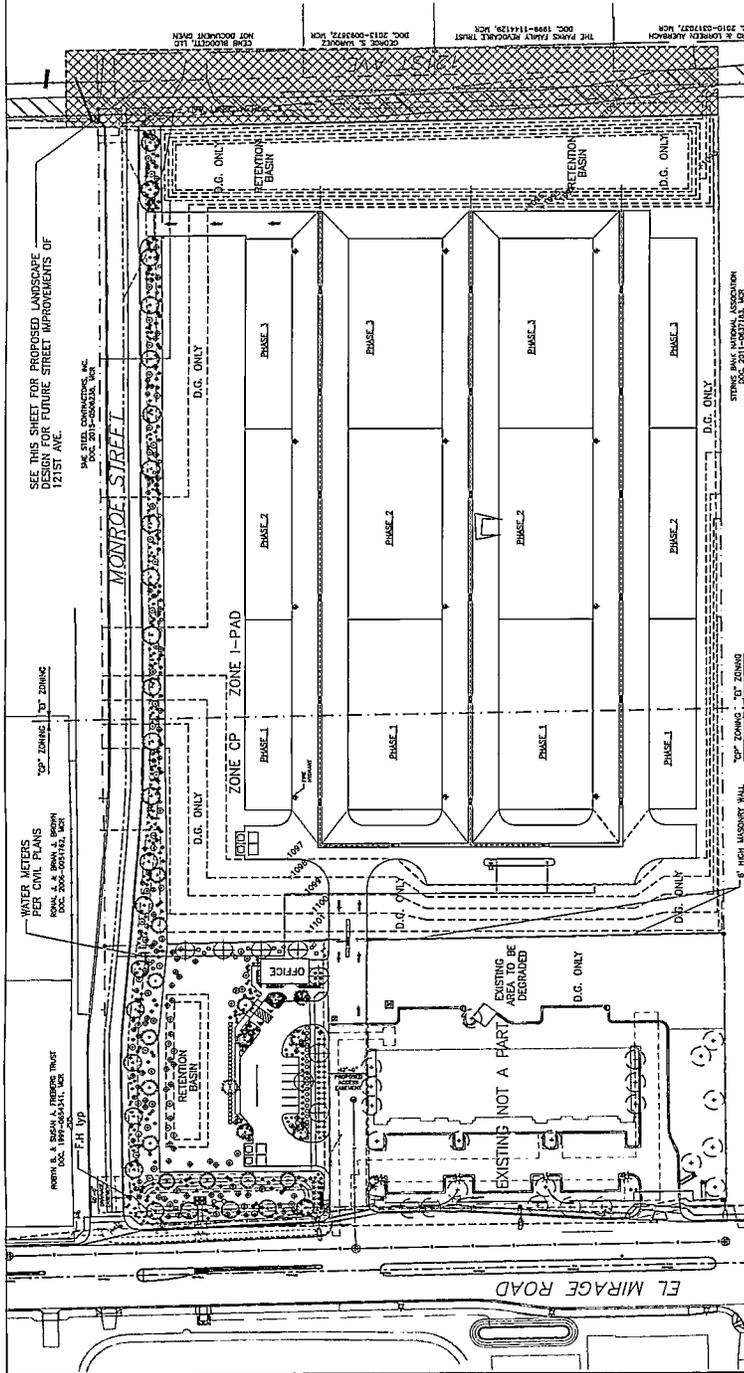
EL MIRAGE BUSINESS CENTER & STORAGE
 APN: 501-45-013F
 10111 N. EL MIRAGE ROAD
 EL MIRAGE, ARIZONA 85335

CORNELL
 LANDSCAPE ARCHITECTURE
 10011 N. EL MIRAGE ROAD
 EL MIRAGE, ARIZONA 85335
 TEL: 480-484-4307
 WWW.CORNELL-ARIZONA.COM

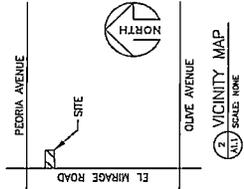
PROJECT: 1002
 DATE: 04-21-18
 SHEET: L1.1



121 ST AVE
 LANDSCAPE PLAN
 SCALE: 1"=60'-0"



LANDSCAPE PLAN
 SCALE: 1"=60'-0"



VICINITY MAP
 SCALE: NONE

SEE THIS SHEET FOR PROPOSED LANDSCAPE DESIGN FOR FUTURE STREET IMPROVEMENTS OF 121ST AVE.

WATER METERS PER COMPLIANCE WITH LOCAL & STATE REQUIREMENTS

EXISTING NOT A PART OF THIS PROJECT

EXISTING NOT A PART OF THIS PROJECT

LANDSCAPE LEGEND
 (ALL PLANTS UNLESS OTHERWISE NOTED)

TREES	SHRUBS/ACCENTS	GROUND COVER
<i>Acacia arena</i>	<i>24" Box Standard</i>	<i>Lantana montevidensis</i>
<i>Acacia nigra</i>	<i>24" Box Standard</i>	<i>New Gold & Purple Trailing Lantana</i>
<i>Prunus ciliolata</i>	<i>24" Box Standard</i>	<i>Convolvulus cneorum</i>
<i>Citrus aurantium</i>	<i>24" Box Standard</i>	<i>Burnt Morning Glory</i>
<i>Acacia atropurpurea</i>	<i>24" Box Standard</i>	<i>Decomposed Granite - 1/2" mesh Express Gold</i>
<i>Scaevola taccada</i>	<i>24" Box Standard</i>	<i>2" min thickness in landscape areas as indicated by hatch</i>
<i>Acacia atropurpurea</i>	<i>24" Box Standard</i>	<i>Decomposed Granite - 1/2" select Express Gold</i>
<i>Acacia atropurpurea</i>	<i>24" Box Standard</i>	<i>2" min thickness in landscape areas</i>

OWNER:
 EL MIRAGE BUSINESS CENTER
 10111 N. EL MIRAGE RD
 EL MIRAGE, AZ 85335
 EMAIL: JOHN@CORNELLARIZONA.COM

SHRUBS/ACCENTS	SIZE
<i>Ernanthis yuloviana</i>	5 gallon
<i>Valeriana Bush</i>	5 gallon
<i>Leucophyllum frutescens</i>	5 gallon
<i>Green Cloud Sage</i>	5 gallon
<i>Avicelle penninervis</i>	5 gallon
<i>Rosa</i>	5 gallon
<i>Ceanothus leucanthemum</i>	5 gallon
<i>American Bird of Paradise</i>	5 gallon
<i>Hebe</i>	5 gallon
<i>Leucophyllum longinervis</i>	5 gallon
<i>Red Blended Sage</i>	5 gallon
<i>Red Blended Sage</i>	5 gallon
<i>Red Blended Sage</i>	5 gallon
<i>Century Plant</i>	5 gallon
<i>Tecoma stans</i>	5 gallon
<i>Orange Jubilee</i>	5 gallon

0199546-6-1-1
Sotor

SPECIAL WARRANTY DEED

DO NOT REMOVE

This is part of the official document

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
CARIARI HOLDINGS INC.

ESCROW NO.: 26140025 - 026 - NM2

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Special Warranty Deed

Exempt under ARS 11-1134B5

For the consideration of Ten Dollars, and other valuable consideration,
Cariari Holdings Inc., An Arizona Corporation
conveys to

Cariari Holdings Inc., An Arizona Corporation

the following real property situated in **Maricopa** County, Arizona:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

This deed is given to split the parcel into three separate parcels.

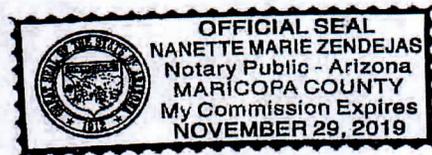
Dated: 3-9-16

Grantor(s):

Cariari Holdings Inc., an Arizona Corporation

BY: 

ITS: 



State of Arizona } ss:
County of Maricopa

The foregoing Special Warranty Deed, dated 9th of March 2016 and consisting of 5 page(s), was acknowledged before me this 9th day of March, 2016, by Don Buttrum, the President / Owner of Cariari Holdings Inc., on behalf of the Corporation.



Nanette Marie Zendejas
Notary Public

Exhibit A

PARCEL NO. 1:

A portion of land located in the North half of the Southwest 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 and more particularly described as follows:

Commencing at the Northwest corner from whence the West quarter corner of said Section bears South 01 degrees 27 seconds East, 2634.97 feet therefrom;

Thence South 01 degrees 01 minutes 27 seconds East along said West line, a distance of 1317.49 feet to the North line of said North half;

Thence North 89 degrees 31 minutes 54 seconds East along said North line, a distance of 65.00 feet to the East line of the West 65.00 feet also being the True Point of Beginning;

Thence continuing North 89 degrees 31 minutes 54 seconds East, a distance of 300.82 feet;

Thence South 01 degrees 01 minutes 27 seconds East, a distance of 238.60 feet;

Thence South 89 degrees 39 minutes 27 seconds West, a distance of 300.82 feet to the East line of the West 65.00 feet of said North half;

Thence North 01 degrees 01 minutes 27 seconds West along said East line, a distance of 237.93 feet to the True Point of Beginning.

PARCEL NO. 2:

A portion of land located in the North half of the Southwest 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 and more particularly described as follows:

Commencing at the Northwest corner from whence the West quarter corner of said Section bears South 01 degrees 27 seconds East, 2634.97 feet therefrom;

Thence South 01 degrees 01 minutes 27 seconds East along said West line, a distance of 1317.49 feet to the North line of said North half;

Thence North 89 degrees 31 minutes 54 seconds East along said North line, a distance of 365.82 feet;

Thence South 01 degrees 01 minutes 27 seconds East, a distance of 238.60 feet to the True Point of Beginning;

Thence continuing South 01 degrees 01 minutes 27 seconds East, a distance of 420.25 feet to the South line of said North half;

Thence South 89 degrees 32 minutes 53 seconds West along said South line, a distance of 300.82 feet to the East line of the West 65.00 feet to said North half;

Thence North 01 degrees 01 minutes 27 seconds West along said East line, a distance of 35.39 feet to that parcel deeded to Maricopa County in Recording No. 2013-1027417, records of Maricopa County, Arizona;

Thence North 88 degrees 58 minutes 33 seconds East, a distance of 10.00 feet;

Thence North 01 degrees 01 minutes 27 seconds West, a distance of 62.53 feet;

Thence South 88 degrees 58 minutes 33 seconds West, a distance of 10.00 feet to said East line;

Thence North 01 degrees 01 minutes 27 seconds West, a distance of 322.91 feet;

Thence North 89 degrees 39 minutes 27 seconds East, a distance of 300.82 feet to the True Point of Beginning.

PARCEL NO. 3:

A portion of land located in the North half of the Southwest 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 and more particularly described as follows:

Commencing at the Northwest corner from whence the West quarter corner of said Section bears South 01 degrees 01 minutes 27 seconds East, 2634.97 feet therefrom;

Thence South 01 degrees 01 minutes 27 seconds East along said West line, a distance of 1317.49 feet to the North line of said North half;

Thence North 89 degrees 31 minutes 54 seconds East along said North line, a distance of 365.82 feet to the True Point of Beginning;

Thence continuing North 89 degrees 31 minutes 54 seconds East, a distance of 925.21 feet;

Thence South 01 degrees 04 minutes 13 seconds East along a line being 30.00 feet West of and parallel with the East line of said North half, a distance of 659.12 feet to the South line of said North half;

Thence South 89 degrees 32 minutes 53 seconds West along said South line, a distance of 925.74 feet;

Thence North 01 degrees 01 minutes 27 seconds West, a distance of 658.85 feet to the True Point of Beginning.

**CITY OF EL MIRAGE
PLANNING AND ZONING COMMISSION
MEETING MINUTES
MAY 12, 2016**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Planning and Zoning Commission Vice-Chairman Monica Dorcey called the meeting to order at 6:00 p.m. & led the Pledge of Allegiance.

II. ROLL CALL

Members present were Vice-Chair Monica Dorcey, Commission Members Martin Crosby, Justin McCarty and Robyn Freberg, Commission Chair Frank Carnal was excused. City staff present was Jorge Gastelum, Director of Development & Community Services/City Engineer, Jose A. Macias, Development Services Coordinator/GIS.

III. APPROVAL OF THE MINUTES OF APRIL 12, 2016

There being no changes; Martin made a motion to approve the minutes for the February 9, 2016 Regular Meeting, seconded by McCarty, and the motion passed with a vote of 3 to 0. Vice-Chair Dorcey was not at the April meeting and sustained from the vote.

IV. OLD BUSINESS

None

V. NEW BUSINESS/PUBLIC HEARING ITEM

1. Public hearing, discussion and recommendation for a Conditional Use Permit and Major Site Plan for Warehouse Use (Business Center and Storage) at 10111 N. El Mirage Road, El Mirage, Arizona 85335

Dorcey opened the public hearing; Macias presented the staff report to the Commission Members and audience. Dorcey asked the project architect Greg Cornell from Cornell Architectural, if he had any comments, Greg stated he had nothing to add to the staff report and was available to answer any questions. Dorcey called for comments from the public, there being none Dorcey closed the public hearing and asked for a motion. Crosby made the motion to recommend approval of the application as presented by staff with the stipulations (see attachment #1), seconded by Freberg, motion passed with a 4-0 vote.

2. Public hearing, discussion and recommendation for a Minor Site Plan for a Restaurant with a Drive-Thru Facility (Burger King) at 13775 N. Dysart Road, El Mirage, Arizona 85335.

Dorcey opened the public hearing; Macias presented the staff report to the Commission Members and audience. Dorcey asked if the applicant had any comments for the Commission Member, John from One Architectural stated that he had nothing to add. Dorcey asked for comments from the public, Mayor Lana Mook had a question for the applicant; she asked when they would like to start moving (with the construction). Shelley Barnett, the business owner, stated the construction will start immediately. Macias stated that the application will be on the June 7, 2016

City Council agenda. Dorcey asked the business owner how long it would take to build the facility after the construction permits are approved, Barnett stated that they can have the whole facility completed within three months. There being no more comments from the public or discussion from the Commission Members, Dorcey closed the public hearing and asked for a motion; Crosby made the motion to recommend approval of the application as presented by staff with the stipulations (see attachment #2), seconded by McCarty, motion passed with a 4-0 vote.

3. Public hearing, discussion and recommendation for an amendment to City Code section 154.130 paragraph (14) Temporary Signs; to be in compliance with Arizona State Statute.

Dorcey opened the public hearing; Macias introduced Sharon Antes, City of El Mirage City Clerk to present. Antes presented the code amendments to the Planning Commissioners and audience. Dorcey asked the Commission Members if they had any questions, McCarty stated that the ordinance did not mention anything about sign height restrictions and locations in sight visibility triangles. Antes answered that the City code already addresses those regulations and that the Code Enforcement Department can enforce them. There being no more questions from the Commission Members and audience, Dorcey closed the public hearing and asked for a motion; Crosby made the motion to recommend approval of the application as presented by the City Clerk's Office staff, seconded by McCarty, motion passed with a 4-0 vote.

VI. DISCUSSION ITEM

None

VII. STAFF REPORT

Gastelum reported on the following; 1) El Mirage Road between Peoria Avenue and Cactus Road is still closed and is scheduled to be opened on May 23, 2016, and to take additional time if driving within the area. 2) Verizon's Small Cell Site at 14955 N. Dysart Road was approved by Council on May 3rd.

Macias reported on a follow-up question from Commission Member Freberg from the April 12, 2016 Meeting regarding the Pro-Petroleum operation and the City's Fire Department capability to handle a hazmat emergency. Macias stated the City's Fire Department is a member of a hazmat response network managed by the City of Phoenix Fire Department and when needed neighboring Cities will assist.

VIII. COMMISSIONER COMMENTS

No comments.

IX. ADJOURNMENT

Planning and Zoning Commission Vice-Chairperson, Monica Dorcey, adjourned the commission meeting at 6:21 p.m.

Jose A. Macias, DSC/GIS

Frank Carnal, Chairperson

NOT FOR CONSTRUCTION

ONE!
ARCHITECTURE
8801 N. Central Ave. Suite 101
Phoenix, Arizona 85020
Phone: 602.266.2712
Fax: 602.266.1688
www.ONEarchitecture.us

Principal:
Dustin Curtis
dustin.curtis@onearchitecture.us
Project Manager:
Nathan Bisch
nathan.bisch@onearchitecture.us

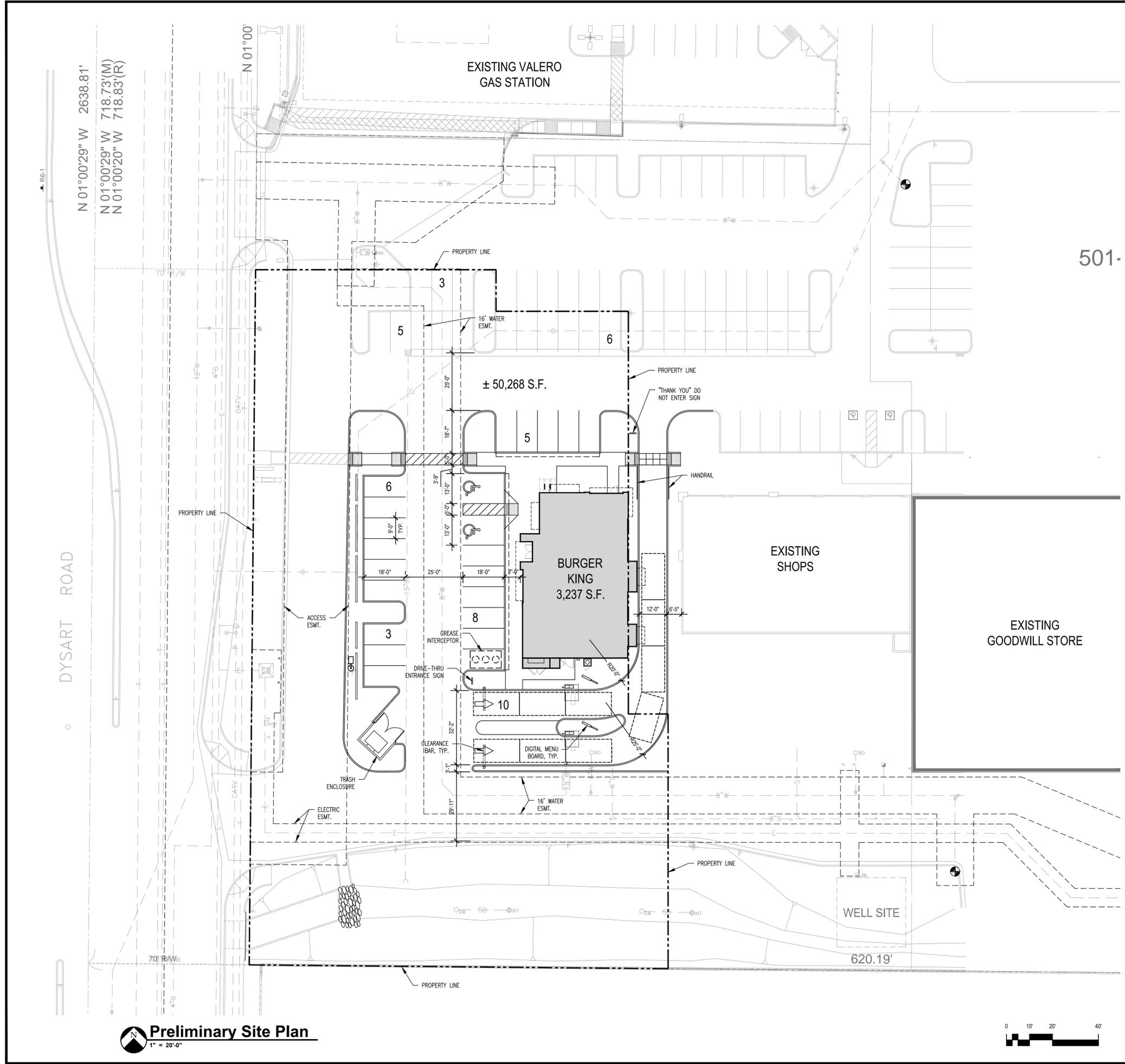
Revisions

Revisions

BURGER KING
Burger King
13775 N. Dysart Rd.
El Mirage, AZ
5.12.16
AZ-1627

SP1
Preliminary Site Plan

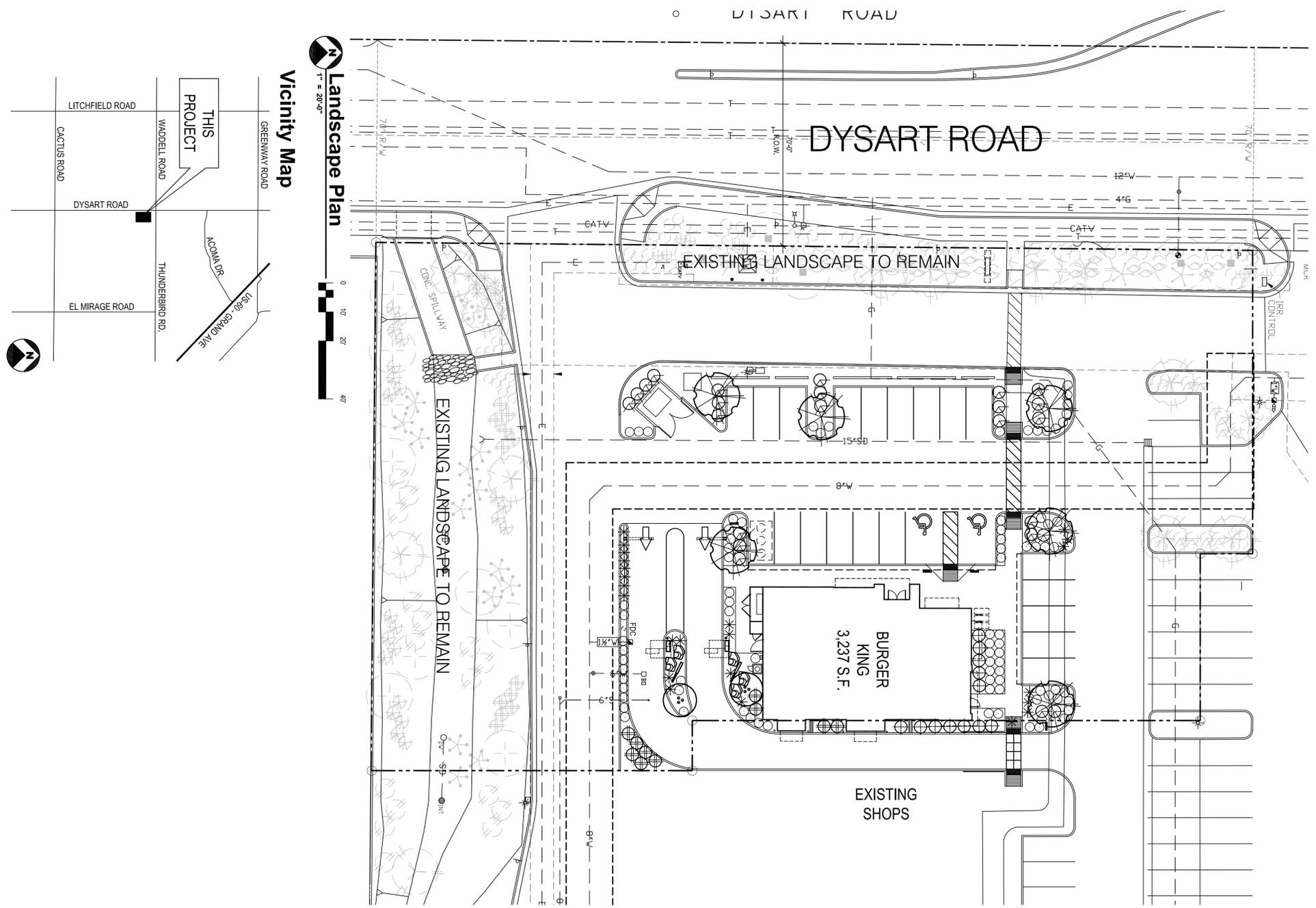
Parking Calculations	
FOR THIS PROJECT:	
PARKING REQUIRED:	
RESTAURANT (INDOOR PUBLIC FLOOR AREA):	1106 / 50 = 22.12 USE 23
RESTAURANT (OUTDOOR PATIO AREA):	000 / 200 = 0.0 USE 0
TOTAL:	22.12 USE 23
PARKING PROVIDED: 36 SPACES (INCLUDES 2 ACCESSIBLE SPACES)	
ACCESSIBLE PARKING REQUIRED: 2 SPACES	
ACCESSIBLE PARKING PROVIDED: 2 SPACES	



Preliminary Site Plan
1" = 20'-0"



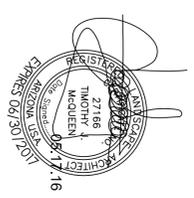
501-



LANDSCAPE LEGEND

EXISTING	PROPOSED	Plant Name	Quantity
		CERCIDIMUM PRAECOX	
		SONORAN PALO VERDE	24" BOX (STANDARDS) 0
		ACACIA STENOPHYLLA	24" BOX 0
		SHOESTRING ACACIA	24" BOX 0
		SOPHORA SECUNDFLORA	15 GALLON 0
		TEXAS MOUNTAIN LAUREL	15 GALLON 0
		OLNEYA TESOTA	24" BOX 0
		IRONWOOD	24" BOX 0
		CAESALPINIA MEXICANA	5 GALLON
		MEXICAN BIRD OF PARADISE	5 GALLON
		TECOMA ORANGE JUBILEE	5 GALLON
		ORANGE JUBILEE	5 GALLON
		HEPERALOE PARVIFLORA	5 GALLON
		RED YUCCA	5 GALLON
		DASYLIRION WHEELERII	5 GALLON
		DESERT SPOON	5 GALLON
		RUPELLIA PENINSULARIS	5 GALLON
		BAJA RUELLIA	5 GALLON
		ERIMACARIA MACULATA	5 GALLON
		VALENTINE BUSH	5 GALLON
		LANTANA MONTEVIDENSIS	1 GALLON
		GOLD MOUND	1 GALLON
		ALOË BLUE ELF	1 GALLON
		BLUE ELF ALOË	1 GALLON
		AGAVE WEBERII	5 GALLON
		WEBERS AGAVE	5 GALLON
		3x3x3 SURFACE SELECT GRANITE BOULDER	MINIMUM 2000lbs EACH
		MATCH R.O.W. GRANITE DECOMPOSED GRANITE	2" DEPTH IN ALL LANDSCAPE AREAS

MAINTENANCE NOTE:
THIS INTIRE SITE (INCLUDING FUTURE) WILL BE MAINTAINED IN A NEAT / CLEAN WEED FREE CONDITION BY THIS PROPERTY OWNER.



T. J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
8433 East Cholla St., Suite 101
Scottsdale, Arizona 85260
P. (602) 265-0320 F. (602) 265-6619
EMAIL: timcqueen@tjma.net



ONE! ARCHITECTURE
8801 N. Central Ave, Suite 101
Phoenix, Arizona 85020
Phone: 602.266.2712
Fax: 602.266.1688
www.ONE!architecture.us

Principal:
Dustin Curtis
dustin_curtis@onearchitecture.us
Project Manager:
Nathan Bisch
nathan_bisch@onearchitecture.us

Revisions

BURGER KING
Burger King
13775 N. Dysart Rd.
El Mirage, AZ
05.17.16
AZ-1627

La.01
Landscape Plan

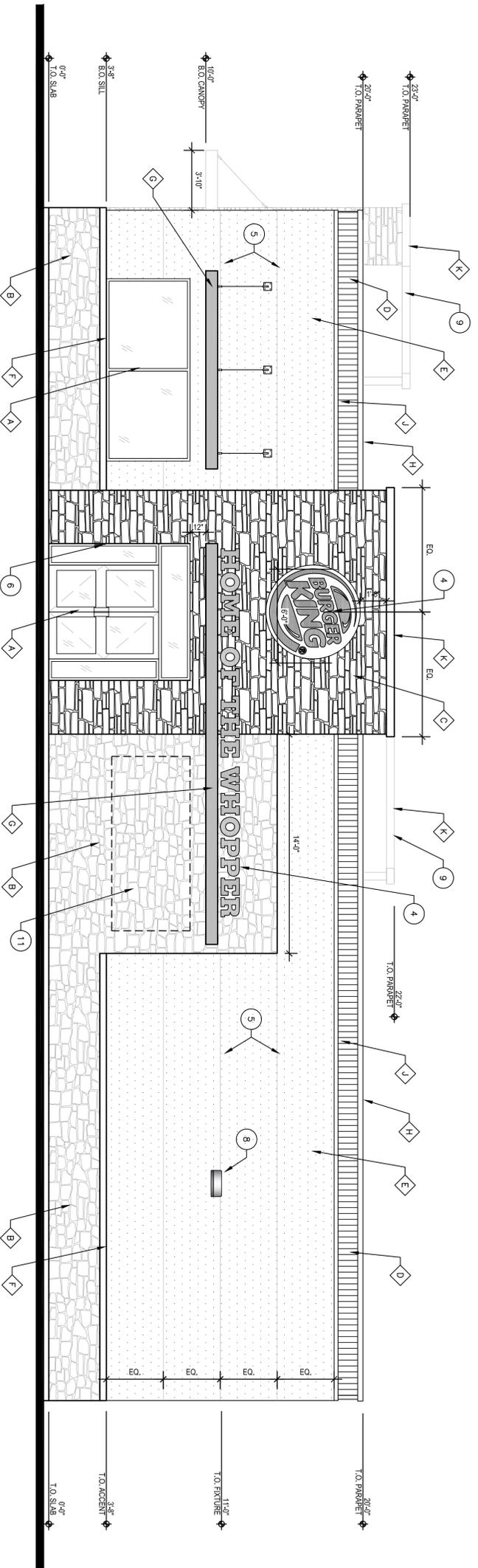
Finish Legend

A	ALUMINUM STOREFRONT #40 DARK BRONZE - KAWNEER
B	CULTURED STONE VENEER - OWENS CORNING SOUTHERN LEDGESTONE (W/ GROUTED JOINTS), PATTERN: 2027 WALNUT
C	CULTURED STONE VENEER - BORGAL COUNTRY LEDGESTONE (W/ GROUTED JOINTS), ASPEN
D	PREFABRICATED PARAPET BAND - CORRUGATED METAL PRE-FINISHED LANTERN (ON APPROVED EQUAL) MANZING (W/R 11537
E	EFS FIELD STUCCO WITH REVEAL JOINTS AS INDICATED INTERGRAL COLOR / SAND FINISH PPG TOP RUN*
F	PAINT - MONTEREY CLIFFS* 10VY 14000 STUCCO / STONE ACCENT
G	SUSPENDED CANOPY / VULNCE - PREMANUF - ALUMINUM CONST. BY APPROVED SUPPLIER W/ CLEAN ALUMINUM FINISH
H	METAL CORNING - TOP OF LIGHT BAND WALL CAP - W.P. HICKMAN SYSTEMS (OR EQ) PERIMA SWAP W/ PAINTED FINISH COLOR SILVERSMITH*
J	METAL CORNING - BOTTOM OF LIGHT BAND - W.P. HICKMAN SYSTEMS (OR EQ) PERIMA SWAP W/ PAINTED FINISH COLOR TO MATCH PPG TOP RUN*
K	METAL CORNING - TOP OF ARCHICOR - W.P. HICKMAN SYSTEMS (OR EQ) PERIMA SWAP W/ PAINTED FINISH COLOR TO MATCH PPG DARK ONYX*

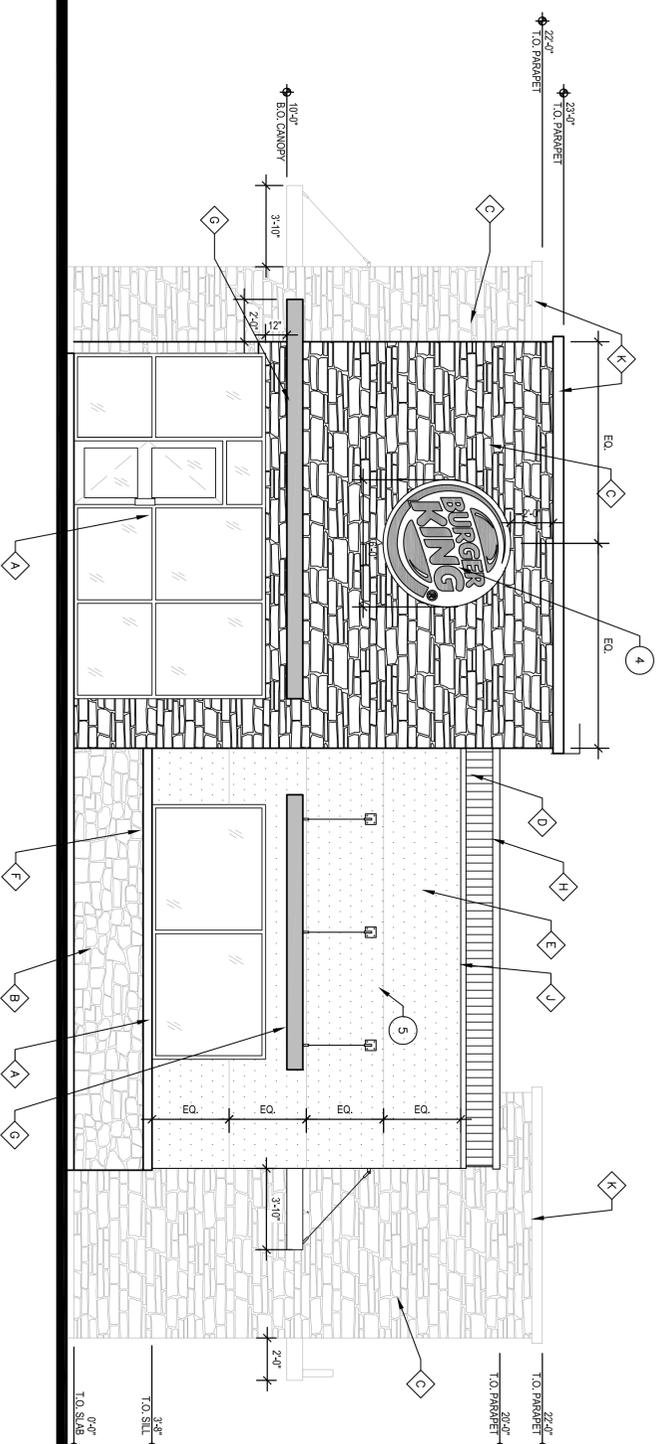
Keynotes

NOT ALL KEYNOTES ARE USED ON THIS SHEET.

1. SES ROOM.
2. FIRE RISER ROOM.
3. HOLLOW METAL DOOR AND FRAME PAINT TO MATCH COLOR F. MONTEREY CLIFFS.
4. SIGNAGE TO BE UNDER SEPARATE PERMIT.
5. EFS REVEAL, TYPICAL.
6. LOCATION OF INOX BOX 3200 SERIES RECESSED MOUNTED. VERIFY LOCATION WITH CITY FIRE DEPARTMENT REQUIREMENTS AND INSTALL SIGNAGE AS REQUIRED.
7. GAS METER LOCATION.
8. LIGHT FIXTURE, TYPICAL.
9. BACK SIDE OF PARAPET WALL, BEYOND.
10. INDICATES ADDRESS NUMBERS LOCATION, HEIGHT AND SIZE. ALL ADDRESS NUMBERS SHALL BE ON CONTRASTING BACKGROUNDS. NUMBERS SHALL BE 12" HIGH MINIMUM PER CITY STANDARDS.
11. MERCHANDISING AREA.



1
1/4" = 1'-0"



2
1/4" = 1'-0"

Side Entrance Elevation

General Notes

- ALL SIGNAGE SHOWN FOR REFERENCE ONLY. SIGNAGE SHALL BE SUBMITTED UNDER SEPARATE REVIEW AND APPROVAL.
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- ALL EFS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND ICC-ES REPORT #ESR-1232.

ONE!
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Revisions

Burger King
Store #000

Address
City, State
00.000.00

AZ-000

A4.1

Exterior Elevations

Finish Legend

A	ALUMINUM STOREFRONT #40 DARK BRONZE - KAMNEER
B	COLORFUL STONE VENEER - OWENS CORNING SOLUTHERN LEDGESTONE (W/ GROUDED JOINTS), PATTERN: 2027 WALNUT
C	CULTURED STONE VENEER - BORGAL COUNTRY LEDGESTONE (W/ GROUDED JOINTS), ASPEN
D	PREFABRICATED PARAPET BAND - CORRUGATED METAL PRE-FINISHED LANTERN (ON APPROVED EQUAL) / MANDING (4" R 11532
E	EFS FIELD STUCCO WITH REVEAL JOINTS AS INDICATED INTERGRAL COLOR / SAND FINISH PPG-TOP-BUN*
F	STUCCO / STONE ACCENT PAINT - MONTEREY CLIFFS® 10V 14100
G	SUSPENDED CANOPY / VENTILANCE - PREMIUM - ALUMINUM CONST. BY APPROVED SUPPLIER W/ CLEAR ALUMINUM FINISH
H	METAL COPING, TOP OF LIGHT BAND WALL CAP - W.P. HICKMAN SYSTEMS (OR EQ) PERMA SWAP W/ PAINTED FINISH COLOR SILVERSINH*
J	METAL COPING, BOTTOM OF LIGHT BAND, W.P. HICKMAN SYSTEMS (OR EQ) PERMA SWAP W/ PAINTED FINISH COLOR TO MATCH PPG-TOP-BUN*
K	METAL COPING, TOP OF ARCHWAY, W.P. HICKMAN SYSTEMS (OR EQ) PERMA SWAP W/ PAINTED FINISH COLOR TO MATCH PPG DARK OYNE*

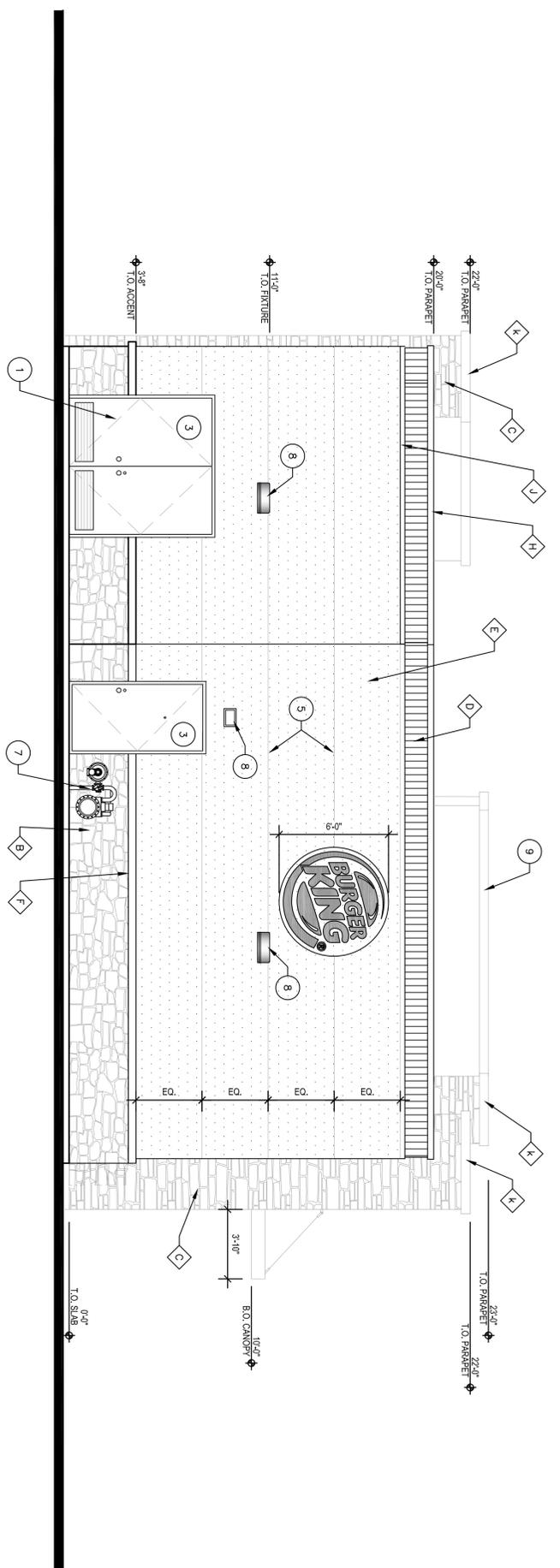
Keynotes

NOT ALL KEYNOTES ARE USED ON THIS SHEET.

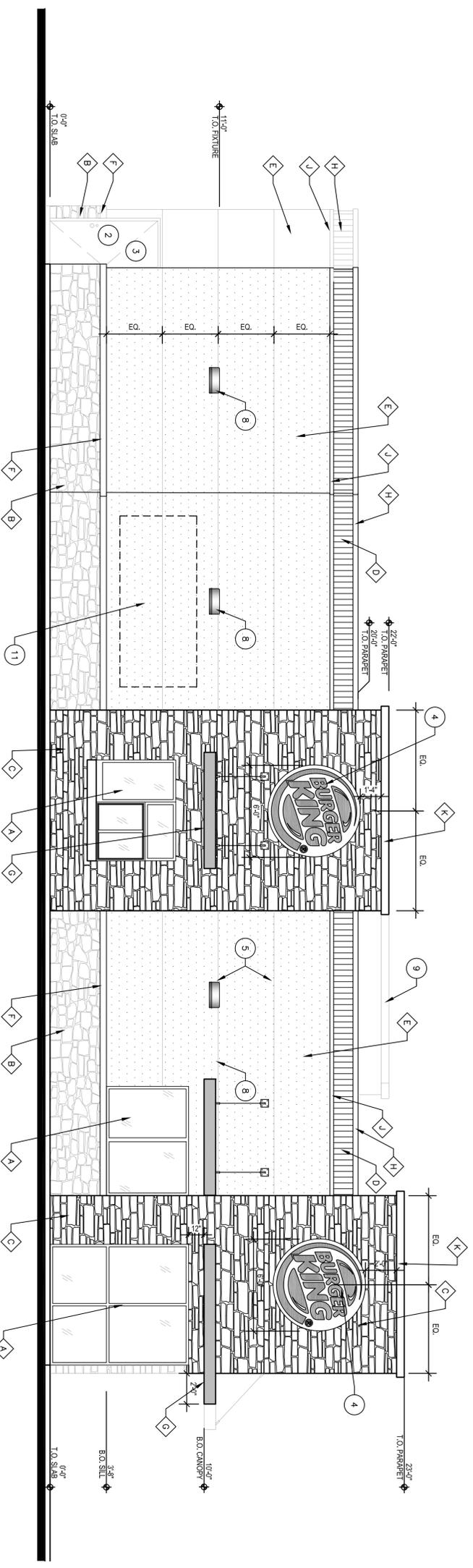
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General Notes

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- ALL SES SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND ICC-ES REPORT #ESR-1223.



3
1/4" = 1'-0"



4
1/4" = 1'-0"

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Project Manager:
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Revisions

Burger King
Store #000

Address
City, State
00,000.00

AZ-000

A4.2

Exterior Elevations



COMMISSION REQUEST REVIEW

May 12, 2016

APPLICANT INFORMATION

Case: PZ16-02-03
Owner: Barnett Management Co.
Agent: Mike Bustamente, One Architecture
Request (s): Minor Site Plan (Restaurant with a Drive-Thru Facility)

PROPERTY INFORMATION

Parcel(s): APN 501-37-946 Lot 2
Address: 13775 N. Dysart Road
Property History: Current Zoning: UC Urban Corridor (9/22/2011)
Land Area: Total lot area: 50,268 Sq. Ft. (1.15 acres)
Building Area: Existing building: Vacant

ZONING / LAND USES

Existing Zoning: UC – Urban Corridor
Proposed Zoning: UC – Urban Corridor
Noise Zone: No
Flood Zone: No

SURROUNDING PROPERTY

North: UC – Urban Corridor (Retail)
East: SN – Suburban Neighborhood (Single Family Dwellings)
South: SN – Suburban Neighborhood (Single Family Dwellings)
West: PAD- City of Surprise (Vacant)

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage [3.2 miles]
Fire: City of El Mirage [1.1 miles]

ACCESS

Road: Thunderbird Road and Dysart
Class: Major Arterial
Improvements: Paved 9-lane/ Paved 9-lane
Condition: Good

SCHOOLS

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

STAFF REPORT

Compliance with General Plan: The General Plan designates this site as part of The Neighborhoods Planning Area. Where a Restaurant with a Drive-Thru Facility is compatible with the General Plan. The proposed facility requires a site plan approval for a new development in the all zoning districts.

Considerations: The Burnett Management Company is proposing a new Burger King Restaurant with a Drive-Thru Facility at the SEC of Thunderbird Road and Dysart Road. This project will occupy one of the remaining four pads at the Goodwill Store site. The new Burger King will be located at the west portion of property along Dysart Road. This project will create construction jobs, employment opportunities for El Mirage residents and generate sales tax revenue. We anticipate that this project will attract other commercial operations to the site.

Public Hearing Notices have been mailed out and published in a local newspaper as required by State Statute. The Planning staff has received no public comments regarding this application.

Recommendations: City staff does not object to the application and recommends approval with the following stipulations;

Stipulations:

1. Applicant shall revise the building constructions plans as requested by the Technical Advisory Committee. (See Attachment)

MEMORANDUM

TO: Michael Bustamante, One Architecture

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

RE: **Second Review:** Burger King Site Plan, TAC Review Comments

DATE: May 4, 2016
Michael,

Please see the TAC review comments for the project mentioned above, all comments will become stipulations to be addressed in the construction plans and will be review during the building permitting process.

ENGINEERING DEPARTMENT

See Attachment

ECONOMIC DEVELOPMENT

No Comment

FIRE BUILDING & LIFE SAFTEY

No Comment

PLANNING AND ZONING

1. Signage – A separate permit for the wall and monument sign will be required prior to the installation. Sign permit fees will apply.
2. ~~Per the approved Goodwill Store site plan, a landscape plan will be required for future pad developments. See City Landscape Code for regulations.~~
3. Provide an Access Easement at the south entrance to the back of the Goodwill Store.
4. Provide a Final Plat with a legal description for the new parcel for review and approval, to be recorded by the Maricopa County Recorder's Office.

POLICE DEPARTMENT

5. No Comment

PUBLIC WORKS

See Attachment

Feel free to contact the Planning and Zoning Department if you have any questions regarding this matter.

MEMORANDUM

TO: Jose Macias, GIS/Development Services Coordinator

FROM: Bryce Christo, Civil Engineer II

SUBJECT: Burger King (Park West) - Development Application Submittal

DATE: 05-05-16

Below are the Engineering Department's comments for the above referenced submittal prepared in April 2016. **These items will have to be addressed prior to the Planning and Zoning Meeting.**

1. None

The below items will have to be addressed during the Construction Plan Submittal.

1. It appears the existing Access Easement along the west side of the project site is being relocated. The existing easement will have to be abandoned and the new one will have to be recorded. Access Easements will also be required at any other shared driveway.
2. Updated drainage calculations will be required in order to determine that the retention volume required for this area (Drainage Area 'B') has not increased with the proposed improvements. Any existing storm drain that receives runoff from the proposed improvements will require updated calculations to verify the diameter is still adequate. A minimum of 2-feet of cover over the storm drain must be maintained. The drainage flow patterns must also be consistent with the originally approved Goodwill Plans/Drainage Report.
3. Domestic water and irrigation services require both a meter and a backflow preventer. Fire service lines require a backflow preventer. The minimum domestic and irrigation meter size is 1-inch. The minimum fire service size is 6-inches. The service size, meter size and backflow preventer size must all be the same. Couplings will not be allowed on water services. The minimum sanitary sewer service size is 6-inches.
4. A sign is recommended that lets those using the drive thru know that they cannot block the entrance to the parking lot.
5. A Photometric Plan will be required to assure that there are 0.0 foot-candles at any property line shared with residential lots.
6. Show Sight Distance Requirements at access drives from Dysart Road, which is an arterial roadway, per COEM Detail 158.
7. A SWPPP will be required.
8. The proposed site must follow the Development Standards of Exhibit "K" of the Park West Development Agreement (Recording No. 2009-0688816).
9. Specific City Notes/Details need to be referenced

The above comments are meant to be general in nature and are not considered to be all inclusive. Additional comments may arise during the formal permit submittal.

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

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply):

CASE NO: P216-0203

- Major General Plan Amendment
- Rezoning (Map Amendment)
- Planned Area Development (PAD)
- Conditional Use Permit (CUP)
- Variance(s) from Zoning Text
- Subdivision Preliminary Plat

- Minor General Plan Amendment
- Zoning Text Amendment
- PAD Amendment
- Site Plan Approval
- Administrative Appeal
- Subdivision Final Plat

PROPERTY INFORMATION:

Property Address/Location: 13775 N. DYSART RD

Assessor's Parcel Number: 501-37-946

APPLICANT / OWNER INFORMATION:

Applicant: MIKE BUSTAMANTE Owner: BARNETT MANAGEMENT CO.

Address: 6621 E. SIERRA MORENA Address: 11022 29TH DRIVE, STE. 170

City/ST/Zip: MESSA, AZ. 85215 City/ST/Zip: PHOENIX, AZ. 85029

Phone: (927) 721-0731 Phone: (602) 577-9492

Email: MBUSTAMANTE@CIX.NET Email: BFLAHIFF@C.AOL.COM

Signature: [Signature] 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.

February 22, 2016

City of El Mirage
Planning Department

Re; New Burger King Restaurant
13775 N. Dysart Road
El Mirage, Arizona

Project Narrative;

This project is for a new Burger King restaurant on pad 4 of existing center development located on the Southeast corner of Dysart Road and Thunderbird Road. The new 2,981 s.f. restaurant will include a double drive-thru lane just off main driveway entrance to Dysart Road.

NOT FOR CONSTRUCTION

ONE!
ARCHITECTURE

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Revisions

Revisions



Burger King

13775 N. Dysart Rd.
El Mirage, AZ

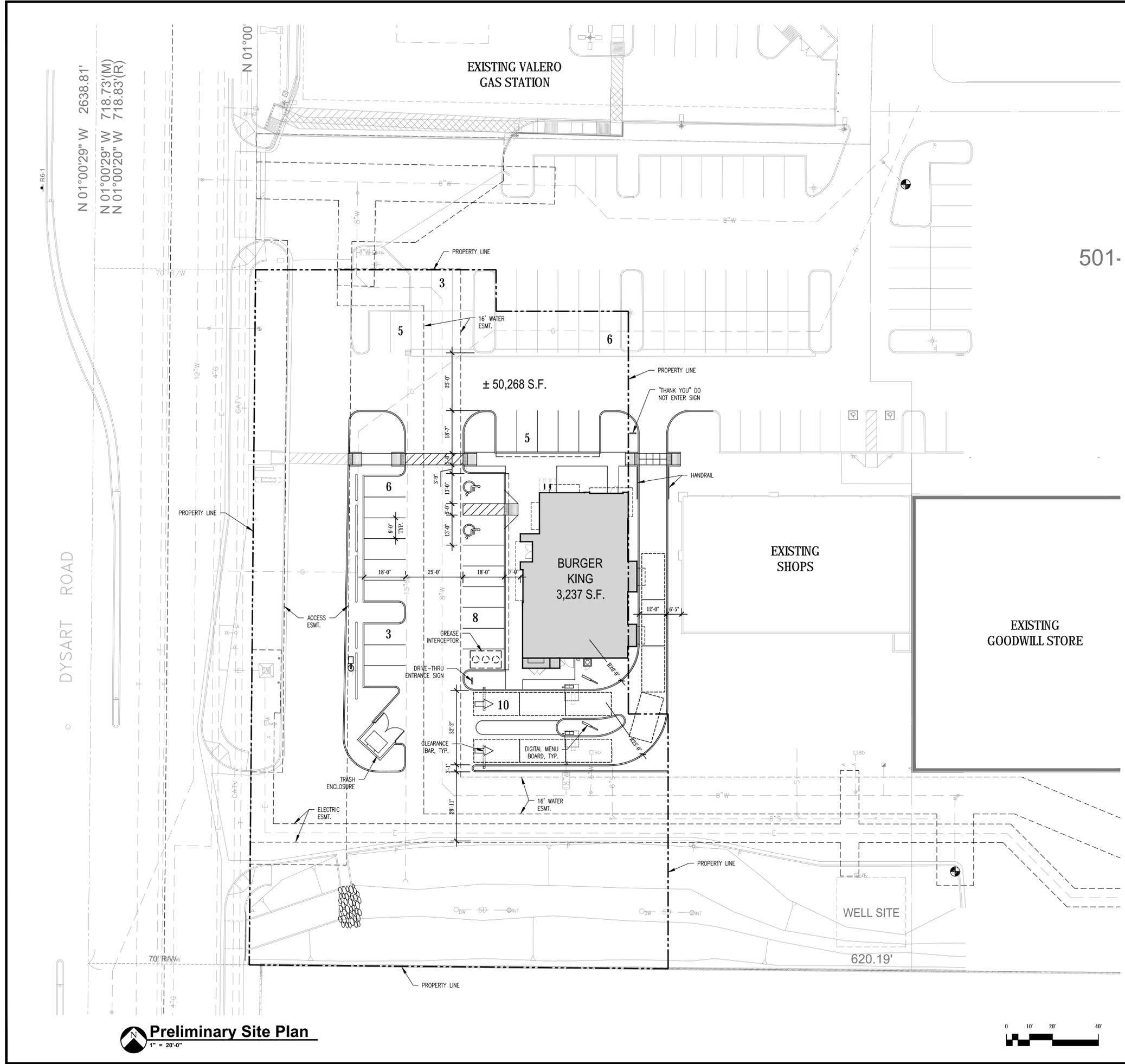
5.12.16

AZ-1627

SP1

Preliminary Site Plan

Parking Calculations	
FOR THIS PROJECT:	
PARKING REQUIRED:	
RESTAURANT (INDOOR PUBLIC FLOOR AREA):	1106 / 50 = 22.12 USE 23
RESTAURANT (OUTDOOR PATIO AREA):	000 / 200 = 0.0 USE 0
TOTAL:	22.12 USE 23
PARKING PROVIDED: 36 SPACES (INCLUDES 2 ACCESSIBLE SPACES)	
ACCESSIBLE PARKING REQUIRED: 2 SPACES	
ACCESSIBLE PARKING PROVIDED: 2 SPACES	



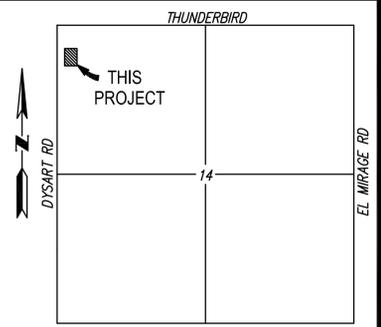
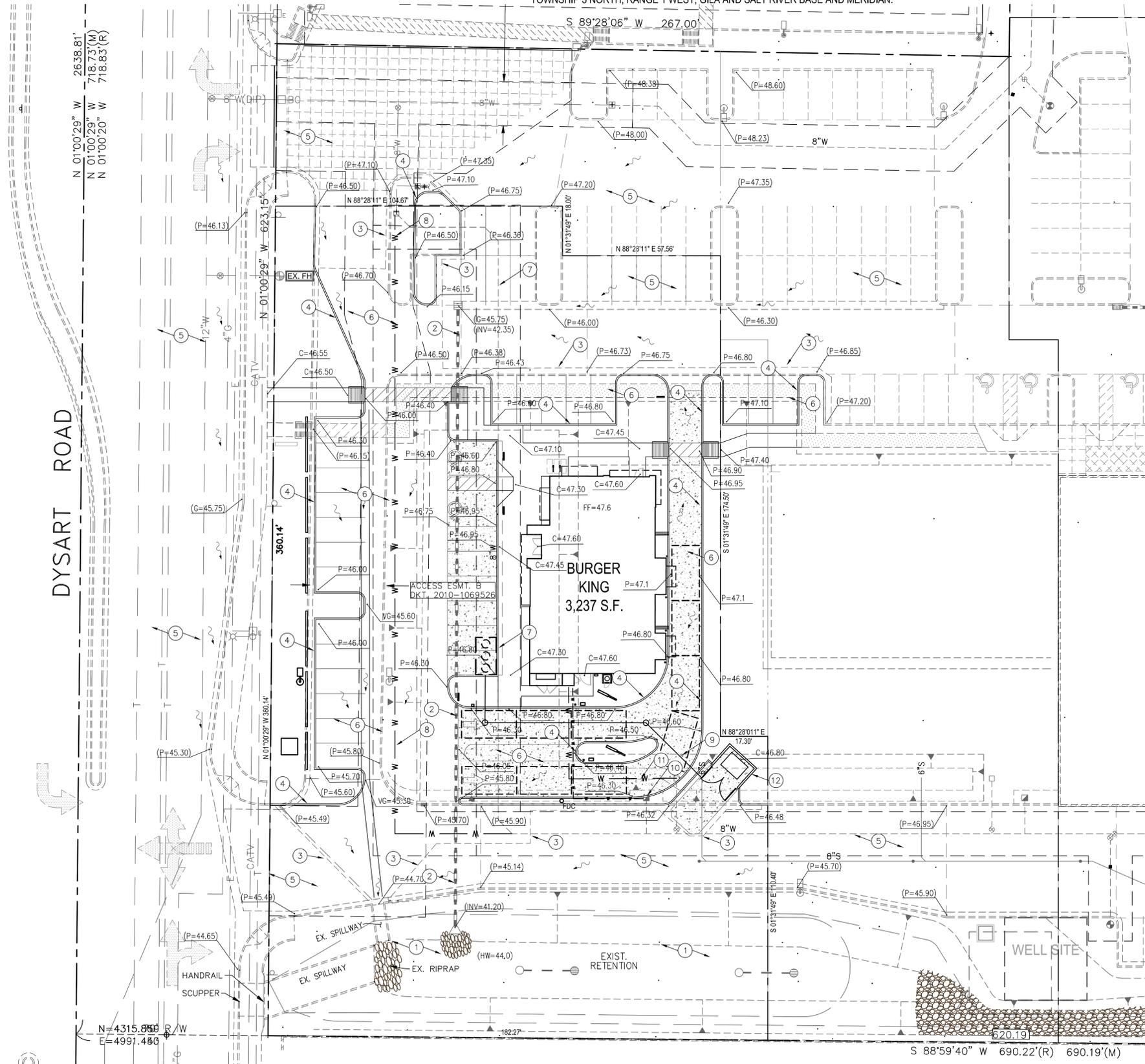
Preliminary Site Plan
1" = 20'-0"



PRELIMINARY G&D AND UTIL PLAN BURGER KING

SEC OF THUNDERBIRD / DYSART - EL MIRAGE, ARIZONA
A PORTION OF LOT 2 OF "THUNDERBIRD AND DYSART CENTER",
ACCORDING TO BOOK 1069 OF MAPS, PAGE 44, M.C.R.
MARICOPA COUNTY, ARIZONA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14
TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN.



VICINITY MAP
SECTION 14
T3N, R1W, GSRB&M
MARICOPA COUNTY, ARIZONA

CLIENT:
One Architecture, PLC
8801 N. Central Ave.
Suite 101
Phoenix, AZ 85020
(602) 266-2712



Helix Engineering, LLC
Engineering / Surveying / Consulting
3240 E Union Hills
Suite 112
Phoenix AZ 85050
(PH) 602-788-2616
www.hxeng.com

NARRATIVE:
PROJECT IS THE DEVELOPMENT OF ONE DRIVE THRU RESTAURANT BUILDING WITH WITH SITEWORK AND UTILITIES.
MASTER SITE DEVELOPED OVERALL SITE RETENTION INCLUDING THIS PAD. FLOW PATTERNS WILL BE UNCHANGED BY THIS PROJECT. STORM DRAIN PIPE WILL REMAIN.
FINISH FLOOR IS IN EXCESS OF 14" ABOVE LOW OUTFALL.
OFFSITE FLOWS ARE UNCHANGED BY THIS PROJECT.
SITE IS LOCATED IN FEMA ZONE X SHADED (PANEL 1680L, 10-16-13).

- KEYED NOTES**
- 1. EXISTING SURFACE RETENTION TO REMAIN.
 - 2. PROTECT STORM DRAIN IN PLACE
 - 3. SAWCUT PAVEMENT
 - 4. NEW CURB
 - 5. PAVEMENT TO REMAIN
 - 6. NEW PAVEMENT
 - 7. ABANDON WATERLINE
 - 8. NEW WATER LINE
 - 9. SEWER CONNECTION
 - 10. DOMESTIC WATER CONNECTION
 - 11. FIRELINE CONNECTION
 - 12. NEW REFUSE ENCLOSURE

TWO WORKING DAYS BEFORE YOU DIG.
CALL FOR THE BLUE STAKES
1-800-782-5348
BLUE STAKE CENTER

RELEASE	
DATE	
4-14-16	PRELIM ENGR

REVISIONS	
NO.	DATE

PROJECT NAME
BURGER KING
THUNDERBIRD / DYSART
EL MIRAGE, AZ 85335

PROJECT
HELIX JOB NUMBER **249** IN HOUSE
DRAWN BY: HXE
CHECKED BY: SB
SHEET TITLE

PRELIM GD / UTIL PLAN

SHEET **GD-1** PAGE **1 OF 1**

PLOT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"

Apr 14, 2016 - 12:30pm
C:\DBS\249 Thunderbird-Dysart BK\DWGSS\PRE_G&D\249_prelim_GD.dwg

NOT FOR CONSTRUCTION

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Revisions

Revisions



Burger King

13775 N. Dysart Rd.
El Mirage, AZ

02-21-16
AZ-1627

Finis Legend

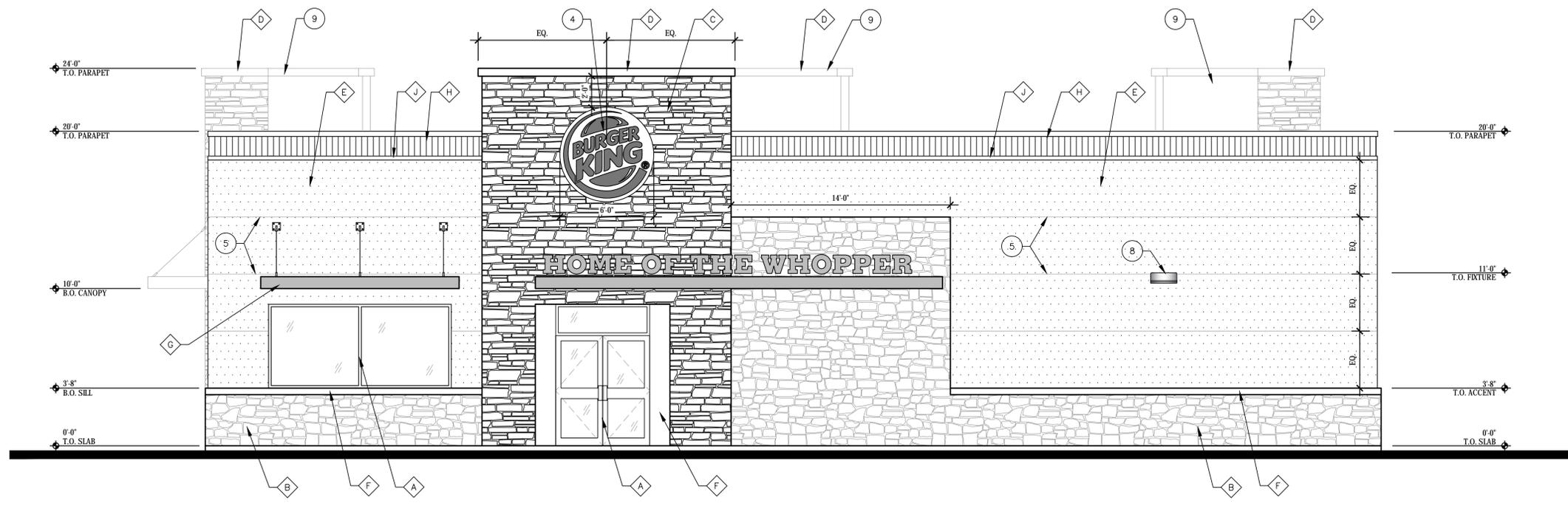
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E	EFS FIELD STUCCO WITH REVEAL JOINTS AS INDICATED INTERGRAL COLOR / SAND FINISH "CAMEL TAN" #20YY 41/165
F	STUCCO / STONE ACCENT PAINT DUNN EDWARDS "GRANITE" #SP2870
G	SUSPENDED CANOPY / VALENCE - PREMANUF. ALUMINUM CONST. BY APPROVED SUPPLIER W/ CLEAR ALUMINUM FINISH
H	PREFABRICATED PARAPET BAND - CORRUGATED METAL PRE-FINISHED LEXTRON (OR APPROVED EQUAL) "AMAZING" 04YR 11/537
J	G.I. BRAKE METAL CAP FLASHING - W.P. HICKMAN SYSTEMS (OR EQ.) PERMA SNAP W/ PAINTED FINISH COLOR "CAMEL TAN" 20YY 41/165

Keynotes

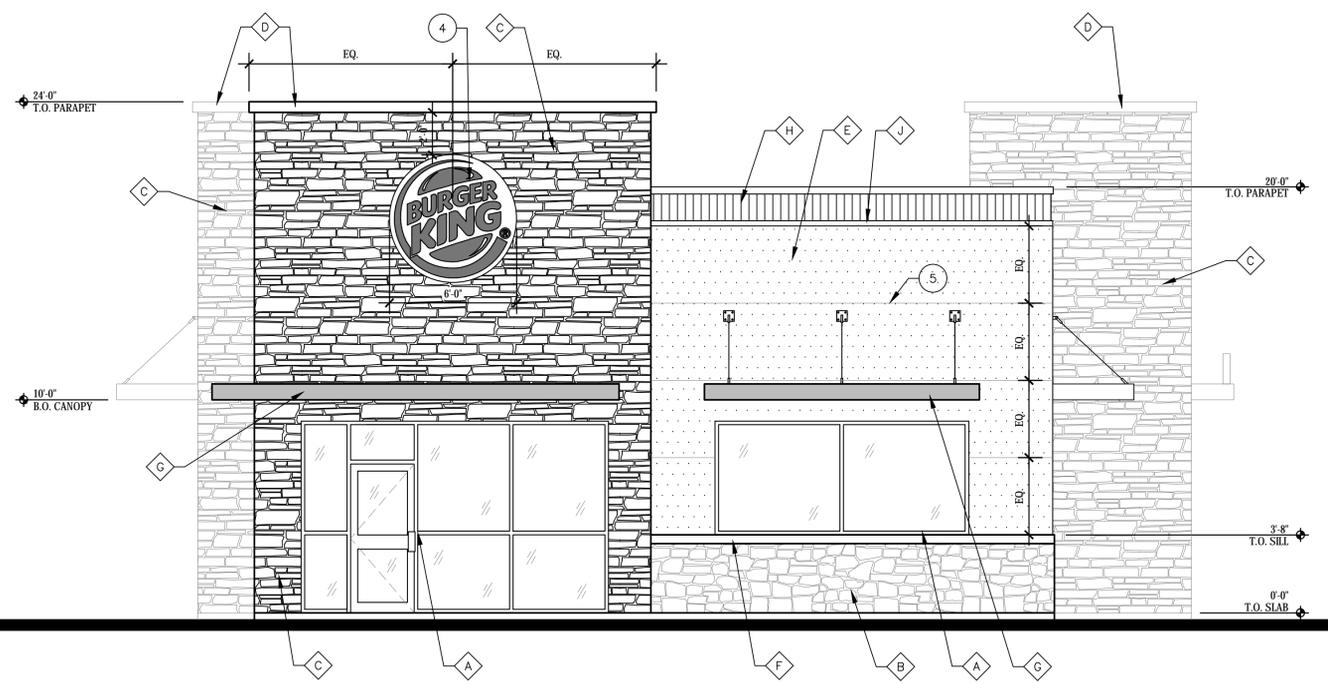
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 - GAS METER LOCATION.
 - LIGHT FIXTURE. TYPICAL.
 - BACK SIDE OF PARAPET WALL, BEYOND.
 - HOLLOW METAL DOOR AND FRAME. PAINT TO MATCH COLOR 'E'. CAMEL TAN.

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1 Main Entrance Elevation
1/8" = 1'-0"



2 Side Entrance Elevation
1/8" = 1'-0"

NOT FOR CONSTRUCTION

ONE!
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Revisions

Revisions



Burger King

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El Mirage, AZ

02-21-16
AZ-1627

Finis Legend	
A	ALUMINUM STOREFRONT #40 DARK BRONZE - KAWNEER
B	CULTURED STONE VENEER - EL DORADO STACKED STONE "WALNUT" OR EQUAL (W/ GROUTED JOINTS)
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Keynotes

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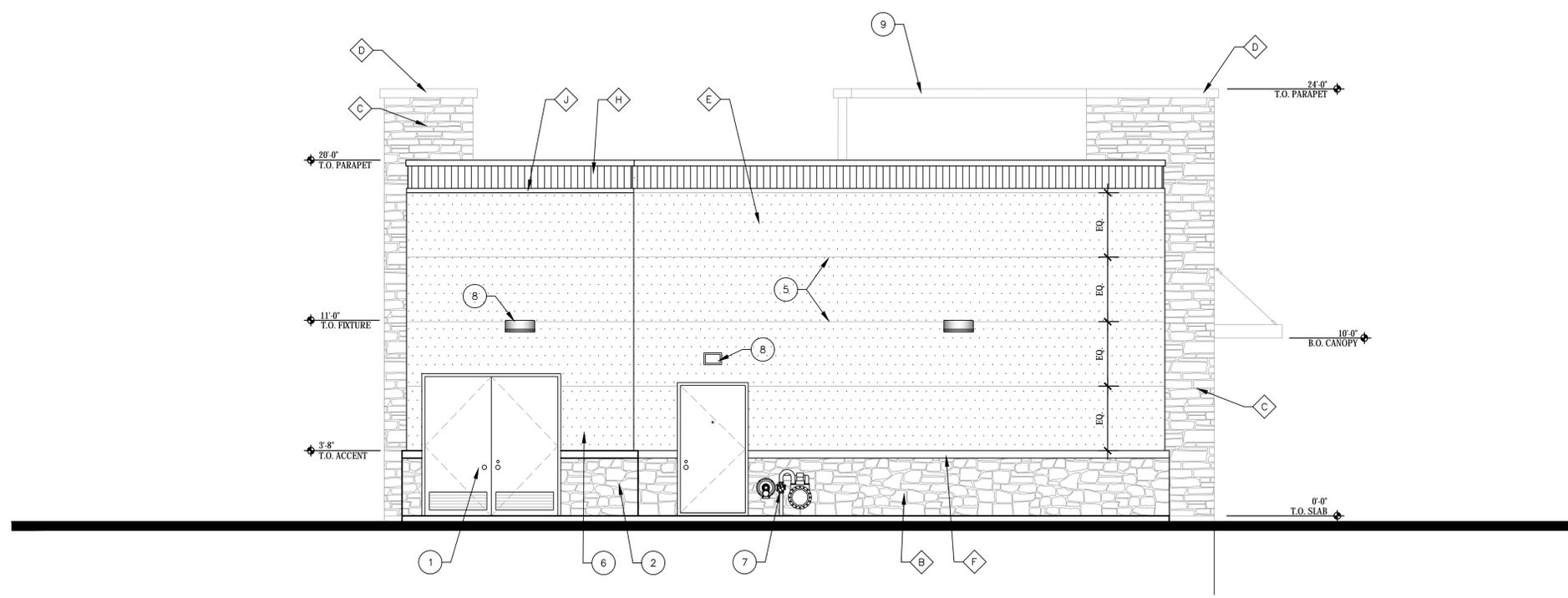
- SES ROOM.
- FIRE RISER ROOM.
- INDICATES ADDRESS NUMBERS LOCATION, HEIGHT AND SIZE. ALL ADDRESS NUMBERS SHALL BE ON CONTRASTING BACKGROUNDS. NUMBERS SHALL BE 12" HIGH MINIMUM PER CITY STANDARDS.
- SIGNAGE TO BE UNDER SEPARATE PERMIT.
- EFS REVEAL TYPICAL.
- LOCATION OF KNOX BOX 3200 SERIES RECESSED MOUNTED. VERIFY LOCATION WITH CITY FIRE DEPARTMENT REQUIREMENTS AND INSTALL SIGNAGE AS REQUIRED.
- GAS METER LOCATION.
- LIGHT FIXTURE TYPICAL.
- BACK SIDE OF PARAPET WALL, BEYOND.
- HOLLOW METAL DOOR AND FRAME, PAINT TO MATCH COLOR 'E, CAMEL TAN.

General Notes

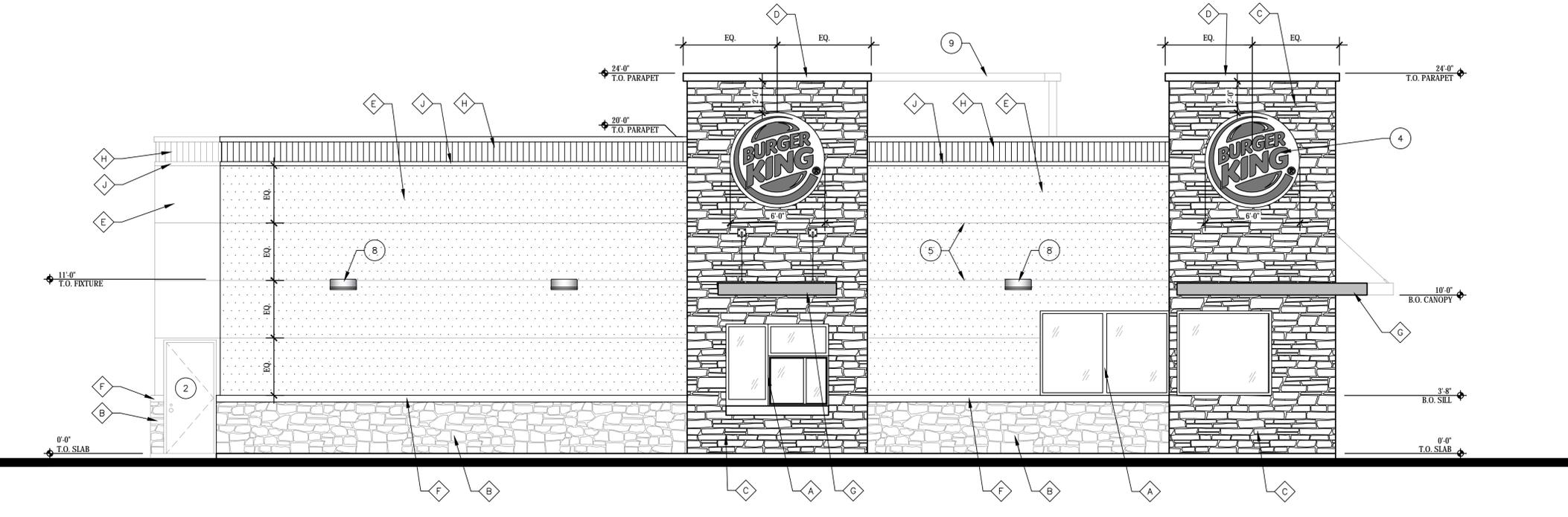
A. ALL SIGNAGE SHOWN FOR REFERENCE ONLY. SIGNAGE SHALL BE SUBMITTED UNDER SEPARATE REVIEW AND APPROVAL.

B. ALL GROUND AND ROOF MOUNTED EQUIPMENT, INCLUDING UTILITIES SHALL BE SCREENED FROM VIEW.

C. ALL EFS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND ICC-ES REPORT #ESR-1232.



3 **Back Elevation**
1/8" = 1'-0"



4 **Drive-Thru Elevation**
1/8" = 1'-0"



1 Main Entrance Elevation

1/4" = 1'-0"



2 Side Entrance Elevation

1/4" = 1'-0"

Finish Legend

A	ALUMINUM STOREFRONT #40 DARK BRONZE - KAWNEER
B	CULTURED STONE VENEER - EL DORADO STACKED STONE 'WALNUT' OR EQUAL (W/ GROUTED JOINTS)
C	CULTURED STONE VENEER - EL DORADO STACKED STONE 'DARK RUNDLE' OR EQUAL (W/ GROUTED JOINTS)
D	G.I. BRAKE METAL CAP FLASHING - W.P. HICKMAN SYSTEMS (OR EQ.) PERMA SNAP W/ PAINTED FINISH COLOR 'ONYX' 00NN 07/000
E	EIFS FIELD STUCCO WITH REVEAL JOINTS AS INDICATED INTERGRAL COLOR / SAND FINISH 'CAMEL TAN' #20YY 41/165
F	STUCCO / STONE ACCENT PAINT DUNN EDWARDS 'GRANITE' #SP2870
G	SUSPENDED CANOPY / VALENCE - FREMANUF. ALUMINUM CONST. BY APPROVED SUPPLIER W/ CLEAR ALUMINUM FINISH
H	PREFABRICATED PARAPET BAND - CORRUGATED METAL PRE-FINISHED LEKTRON (OR APPROVED EQUAL) 'AMAZING' 04YR 11/537
J	G.I. BRAKE METAL CAP FLASHING - W.P. HICKMAN SYSTEMS (OR EQ.) PERMA SNAP W/ PAINTED FINISH COLOR 'CAMEL TAN' 20YY 41/165

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ONE!
ARCHITECTURE

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Principal:

Dustin Curtis

dustin.curtis@onearchitecture.us

Project Manager:

Nathan Bisch

nathan.bisch@onearchitecture.us

Revisions



Burger King

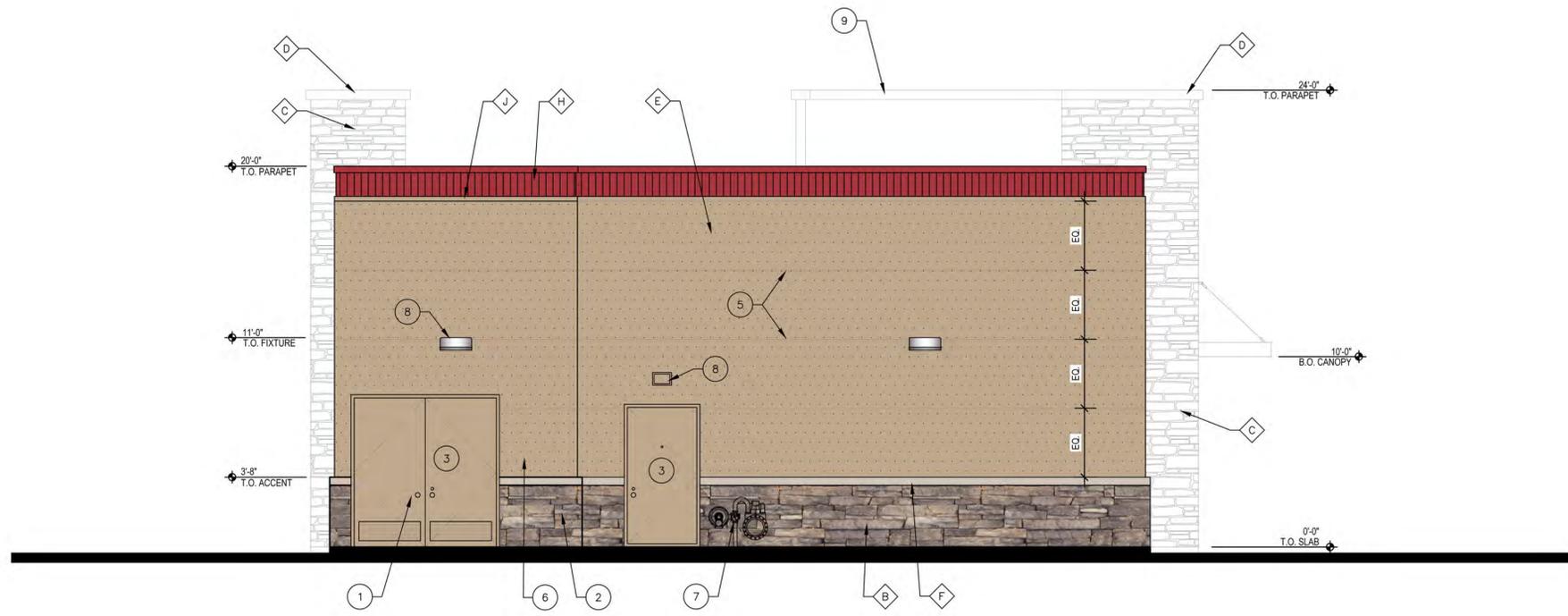
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A4.1

Exterior Elevations



3 Back Elevation
1/4" = 1'-0"



4 Drive Thru Elevation
1/4" = 1'-0"

Finish Legend

A	ALUMINUM STOREFRONT #40 DARK BRONZE - KAWNEER
B	CULTURED STONE VENEER - EL DORADO STACKED STONE 'WALNUT' OR EQUAL (W/ GROUTED JOINTS)
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Project Manager:
Nathan Bisch
nathan.bisch@onearchitecture.us

Revisions



Burger King
address
0.00.00
ST-000

A4.2

Exterior Elevations

SCHEDULE B ITEMS

- 1 RESERVATIONS CONTAINED IN THE PATENT TO SAID LAND;
FROM: THE UNITED STATES OF AMERICA
RECORDING NO.: BOOK 110 OF DEEDS, PAGE 193
WHICH AMONG OTHER THINGS RECITES 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 THE COURTS, AND THE RESERVATION FROM THE LANDS HEREBY GRANTED, A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES.
- 2 PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE YEAR 2016.
- 3 PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE SECOND INSTALLMENT OF 2015 TAXES.
- 4 WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
- 5 LIABILITIES AND OBLIGATIONS WHICH MAY BE IMPOSED UPON SAID LAND DUE TO ITS INCLUSION WITHIN THE BOUNDARIES OF THE MCMICKEN IRRIGATION DISTRICT.
- 6 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: IRRIGATION DITCH AND APPURTENANT FACILITIES
RECORDING NO.: DOCKET 141, PAGE 346
- 7 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: ELECTRIC LINES AND APPURTENANT FACILITIES
RECORDING NO.: DOCKET 10210, PAGE 407
- 8 ALL MATTERS SET FORTH IN DOCUMENT:
ENTITLED: RECORDED DISCLOSURE FOR TERRITORY IN THE VICINITY OF A MILITARY AIRPORT
RECORDING NO.: 2001-743413
- 9 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: PUBLIC UTILITY PURPOSES AND PUBLIC ROADWAYS AND PUBLIC SIDEWALKS
RECORDING NO.: 2009-450435
- 10 ALL MATTERS SET FORTH IN DOCUMENT:
ENTITLED: DEVELOPMENT AGREEMENT
RECORDING NO.: 2010-1007013
- 11 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: PUBLIC ROADWAY PURPOSES
RECORDING NO.: 2009-846955
- 12 EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON MAP:
RECORDING NO.: BOOK 1069 OF MAPS, PAGE 44
- 13 COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT:
RECORDING NO.: 2014-348660
- 14 AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT:
ENTITLED: SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT
LESSOR: PWP DYSART AND THUNDERBIRD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
LESSEE: GOODWILL INDUSTRIES OF CENTRAL ARIZONA, INC., AN ARIZONA CORPORATION
RECORDING DATE: APRIL 22, 2015
RECORDING NO.: 2015-0275213
- 15 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UTILITY
RECORDING NO.: 2015-0562524
- 16 ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
- 17 MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/ACSM LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

NOTES

1. EXISTING UTILITIES SHOWN ARE COMPILED FROM FOUND UTILITIES AND AVAILABLE RECORD INFORMATION. THIS INFORMATION IS NOT WARRANTED TO BE COMPLETE.
2. SCHEDULE B, ITEM 1: AFFECTS THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 6: LIES ALONG THE WEST BOUNDARY LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14 AND MAY AFFECT THE SUBJECT PROPERTY. THE EASEMENT LOCATION IS NOT DEFINED.
4. SCHEDULE B, ITEM 7: LIES WITHIN THE EXISTING RIGHT-OF-WAY OF DYSART ROAD.
5. SCHEDULE B, ITEM 8: AFFECTS THE SUBJECT PROPERTY.
6. SCHEDULE B, ITEM 10: AFFECTS THE SUBJECT PROPERTY.
7. SCHEDULE B, ITEM 13: AFFECTS THE SUBJECT PROPERTY.
8. SCHEDULE B, ITEM 14: AFFECTS THE SUBJECT PROPERTY.
9. NO EVIDENCE WAS OBSERVED OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
10. NO WETLANDS ARE IN THE AREA.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA BEING A PORTION OF LOT 2, DYSART & THUNDERBIRD CENTER, ACCORDING TO BOOK 1069 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14 ALSO BEING THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 01 DEGREES 00 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 718.73 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 88 DEGREES 59 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 70.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DYSART ROAD AT THE SOUTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING;
THENCE NORTH 01 DEGREES 00 MINUTES 29 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 301.19 FEET;
THENCE NORTH 88 DEGREES 28 MINUTES 11 SECONDS EAST A DISTANCE OF 104.67 FEET;
THENCE SOUTH 01 DEGREES 31 MINUTES 49 SECONDS EAST A DISTANCE OF 18.00 FEET;
THENCE NORTH 88 DEGREES 28 MINUTES 11 SECONDS EAST A DISTANCE OF 57.56 FEET;
THENCE SOUTH 01 DEGREES 31 MINUTES 49 SECONDS EAST A DISTANCE OF 174.50 FEET;
THENCE NORTH 88 DEGREES 28 MINUTES 11 SECONDS EAST A DISTANCE OF 17.30 FEET;
THENCE SOUTH 01 DEGREES 31 MINUTES 49 SECONDS EAST A DISTANCE OF 110.35 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 88 DEGREES 59 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 182.27 FEET TO THE POINT OF BEGINNING.

PARCEL AREA

NET AREA = 50,268 SQUARE FEET OR 1.15 ACRES

ZONING INFORMATION

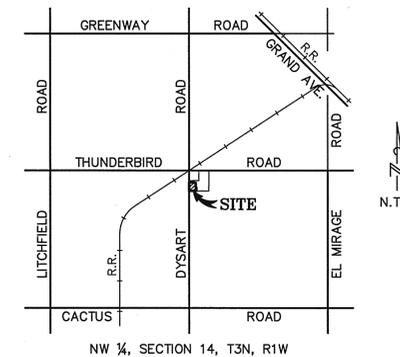
ZONING: FROM MARICOPA COUNTY GIS ZONING MAP: ZONE UC, URBAN CORRIDOR.
FROM EL MIRAGE ZONING ORDINANCE SECTION 154.053, UC ZONE:
FRONT YARD SETBACK: 5 FT. MINIMUM
SIDE STREET SETBACK: 5 FT. MINIMUM
SIDE YARD SETBACK: 5 FT. MINIMUM
LOT COVERAGE: 90% MAXIMUM

NO SETBACK REQUIRED IF BUILDING IS FIRE RESISTANT

LEGEND

● SET PROPERTY CORNER 1/2" REBAR W/CAP L.S. #33880 (U.N.O.)	○ MANHOLE
— PROPERTY LINE	○ CLEANOUT
--- FD. PROPERTY CORNER (AS NOTED)	■ CATCH BASIN
--- MONUMENT LINE	○ DW DRYWELL
--- EASEMENT LINE	⊙ INT INTERCEPTOR
--- UTILITY (AS NOTED)	⊙ FIRE HYDRANT
==== 2" VERT. CURB & GUTTER	⊙ WATER VALVE
==== 6" CURB	⊙ WATER METER
==== MASONRY WALL	⊙ BACKFLOW PREVENTER
FD. FOUND	⊙ BLOW-OFF VALVE
B.C.H.H. BRASS CAP IN HANDHOLE	⊙ ELECTRIC TRANSFORMER
B.C.FL. BRASS CAP FLUSH	⊙ ELECTRIC SWITCH
R/W RIGHT-OF-WAY	⊙ ELECTRIC PULL BOX
S/W SIDEWALK	⊙ TELEPHONE RISER
④ SCHEDULE "B" ITEM	⊙ CABLE TV RISER
⑤ NUMBER OF PARKING STALLS	⊙ STREET LIGHT W/ARM
⊙ SIGN	⊙ SITE LIGHT
	⊙ BOLLARD
	⊙ CONDUIT STUB-UP

VICINITY MAP



BASIS OF SURVEY

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 39003388-039-PG DATED JANUARY 12, 2016 AT 7:30 A.M.

BASIS OF BEARING

NORTH 01°00'29" WEST ALONG THE WEST LINE OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN PER THE FINAL PLAT FOR DYSART & THUNDERBIRD CENTER IN BOOK 1069 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA.

CERTIFICATION

CERTIFIED TO: BARNETT JACOBS REAL ESTATE LLC, AN ARIZONA LIMITED LIABILITY COMPANY; PWP DYSART AND THUNDERBIRD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 6, 8, 9, 11(b), 16, 19, AND 20(c) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 12, 2016.

C. Don Walding
C. DON WALDING, R.L.S. #33880
2-25-16
DATE

DRW ENGINEERING, INC.
10320 West McDowell Road, Suite K-1136
Avondale, Arizona 85392
Phone: (623) 478-8800 Fax: (623) 478-8841
E-mail: drw@drwengineering.com



BURGER KING
S.E.C. DYSART RD & THUNDERBIRD RD
EL MIRAGE, ARIZONA

REVISIONS

SHEET TITLE:
**ALTA/ACSM
LAND TITLE SURVEY**

SCALE(S): NONE	SHEET: 1 OF 2
DRAWN BY: VSP	REVIEWED BY: CDW
DATE: 2/25/16	JOB NUMBER: 15030



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Natalie Bombardieri

Authorized Signature



By

Randy Quirk

Randy Quirk, President

Attest

Michael Gravelle

Michael Gravelle, Secretary

Fidelity National Title Agency
60 E. Rio Salado Parkway Suite 1104
Tempe, AZ 85281

SCHEDULE A

Title Officer: **Mike Bennett**
Escrow Officer: **Patti Graham**

Order No.: **39003388-039-PG**
Reference No.:

1. Effective Date: **January 12, 2016** at 7:30 a.m.
2. Policy or Policies to be issued: Amount of Insurance:
ALTA Extended Owners Policy (6-17-06) **\$0.00**

Proposed Insured:
Barnett Jacobs Real Estate LLC, an Arizona limited liability company

None **\$0.00**

Proposed Insured:

None **\$0.00**

Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
A FEE
4. Title to said estate or interest in said land is at the effective date hereof [vested in:](#)
PWP Dysart and Thunderbird, LLC, an Arizona limited liability company
5. The land referred to in this commitment is described as follows:
See Exhibit A attached hereto and by reference made a part hereof.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That part of the Northwest quarter of Section 14, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona being a portion of Lot 2, Dysart & Thunderbird Center, according to [Book 1069 of Maps, Page 44](#), records of Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 14 also being the Northwest corner of said subdivision;

Thence South 01 degrees 00 minutes 29 seconds East along the West line of said Section 14, a distance of 718.73 feet to the Southwest corner of said subdivision;

Thence North 88 degrees 59 40 East along the South line of said subdivision a distance of 70.00 feet to a point on the Easterly right of way line of Dysart Road at the Southwest corner of said Lot 2 and the Point of Beginning;

Thence North 01 degrees 00 minutes 29 seconds West along said Easterly right of way line a distance of 301.19 feet;

Thence North 88 degrees 28 minutes 11 seconds East a distance of 104.67 feet;

Thence South 01 degrees 31 minutes 49 seconds East a distance of 18.00 feet;

Thence North 88 degrees 28 minutes 11 seconds East a distance of 57.56 feet;

Thence South 01 degrees 31 minutes 49 seconds East a distance of 174.50 feet;

Thence North 88 degrees 28 minutes 11 seconds East a distance of 17.30 feet;

Thence South 01 degrees 31 minutes 49 seconds East a distance of 110.35 feet to a point on the South line of said subdivision;

Thence South 88 degrees 59 minutes 40 seconds West along said South line a distance of 182.27 feet to the Point of Beginning.

APN:

SCHEDULE B – Section I

REQUIREMENTS

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): PWP Dysart and Thunderbird, LLC, an Arizona limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
7. Furnish a plat of a ALTA/ACSM Land Title Survey. If the owner of subject property is in possession of a current ALTA/ACSM Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Fidelity National Title Insurance Company.

8. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B – Section I
(Continued)

9. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$4,100,000.00
Dated: April 21, 2015
Trustor/Grantor: PWP Dysart and Thunderbird LLC, an Arizona limited liability company
Trustee: JPMorgan Chase Bank, N.A., a national banking association
Beneficiary: JPMorgan Chase Bank, N.A., a national banking association
Recording Date: April 22, 2015
Recording No: [2015-0275214](#)

10. Furnish for recordation a termination statement terminating the financing statement described below

Debtor: PWP Dysart and Thunderbird, LLC, an Arizona limited liability company
Secured Party: JPMorgan Chase Bank, N.A., a national banking association
Recording Date: April 22, 2015
Recording No: [2015-0275215](#)

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: PWP Dysart and Thunderbird, LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section I
(Continued)**

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Barnett Jacobs Real Estate LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. Furnish for recordation a deed as set forth below:

Grantor(s): PWP Dysart and Thunderbird, LLC, an Arizona limited liability company
 Grantee(s): Barnett Jacobs Real Estate LLC, an Arizona limited liability company

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year:	2015
<u>Tax Parcel No:</u>	<u>501-37-946</u> (covers more)
Total Tax:	\$22,016.06
First Installment Amount:	\$PAID
Second Installment Amount:	\$11,008.03

END OF SCHEDULE B – SECTION I



SCHEDULE B – SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

- 1. Reservations contained in the Patent to said land:

From: The United States of America
Recording No.: [Book 110 of Deeds, Page 193](#)

Which among other things recites 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 the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.
- 3. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2015 Taxes.
- 4. Water rights, claims or title to water, whether or not disclosed by the public records.
- 5. Liabilities and Obligations which may be imposed upon said land due to its inclusion within the boundaries of the McMicken Irrigation District.
- 6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: irrigation ditch and appurtenant facilities
Recording No.: [Docket 141, Page 346](#)

- 7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric lines and appurtenant facilities
Recording No.: [Docket 10210, Page 407](#)

- 8. All matters set forth in Document:

Entitled: Recorded Disclosure for Territory in the Vicinity of a Military Airport
Recording No.: [2001-743413](#)

**SCHEDULE B – Section II
(Continued)**

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: public utility purposes and public roadways and public sidewalks
Recording No.: [2009-450435](#)
10. All matters set forth in Document:
Entitled: Development Agreement
Recording No.: [2010-1007013](#)
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: public roadway purposes
Recording No.: [2009-846955](#)
12. Easements, covenants, conditions and restrictions as set forth on Map:
Recording No.: [Book 1069 of Maps, Page 44](#)
13. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:
Recording No.: [2014-348660](#)
14. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
Entitled: Subordination, Non-Disturbance and Attornment Agreement
Lessor: PWP Dysart and Thunderbird, LLC, an Arizona limited liability company
Lessee: Goodwill Industries of Central Arizona, Inc. an Arizona corporation
Recording Date: April 22, 2015
Recording No.: [2015-0275213](#)
15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: utility
Recording No.: [2015-0562524](#)
16. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
17. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF SCHEDULE B – SECTION II

SCHEDULE B – Section II
(Continued)



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Fidelity National Title Agency

DISCLOSURE NOTICES

Good Funds Law

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

1. Print must be ten-point type (pica) or larger.
2. Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

NOTICE:

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE (01-01-08)

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

- a. building
- b. zoning
- c. Land use
- d. improvements on Land
- e. land division
- f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

a. notice of exercising the right appears in the Public Records at the Policy Date; or

b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.

b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- | | |
|--|---|
| <p>1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:</p> <ul style="list-style-type: none"> a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection. <p>This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.</p> <p>2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.</p> | <p>3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.</p> <p>4. Risks:</p> <ul style="list-style-type: none"> a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28. <p>5. Failure to pay value for Your Title.</p> <p>6. Lack of a right:</p> <ul style="list-style-type: none"> a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. |
|--|---|

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

**CITY OF EL MIRAGE
PLANNING AND ZONING COMMISSION
MEETING MINUTES
MAY 12, 2016**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Planning and Zoning Commission Vice-Chairman Monica Dorcey called the meeting to order at 6:00 p.m. & led the Pledge of Allegiance.

II. ROLL CALL

Members present were Vice-Chair Monica Dorcey, Commission Members Martin Crosby, Justin McCarty and Robyn Freberg, Commission Chair Frank Carnal was excused. City staff present was Jorge Gastelum, Director of Development & Community Services/City Engineer, Jose A. Macias, Development Services Coordinator/GIS.

III. APPROVAL OF THE MINUTES OF APRIL 12, 2016

There being no changes; Martin made a motion to approve the minutes for the February 9, 2016 Regular Meeting, seconded by McCarty, and the motion passed with a vote of 3 to 0. Vice-Chair Dorcey was not at the April meeting and sustained from the vote.

IV. OLD BUSINESS

None

V. NEW BUSINESS/PUBLIC HEARING ITEM

1. Public hearing, discussion and recommendation for a Conditional Use Permit and Major Site Plan for Warehouse Use (Business Center and Storage) at 10111 N. El Mirage Road, El Mirage, Arizona 85335

Dorcey opened the public hearing; Macias presented the staff report to the Commission Members and audience. Dorcey asked the project architect Greg Cornell from Cornell Architectural, if he had any comments, Greg stated he had nothing to add to the staff report and was available to answer any questions. Dorcey called for comments from the public, there being none Dorcey closed the public hearing and asked for a motion. Crosby made the motion to recommend approval of the application as presented by staff with the stipulations (see attachment #1), seconded by Freberg, motion passed with a 4-0 vote.

2. Public hearing, discussion and recommendation for a Minor Site Plan for a Restaurant with a Drive-Thru Facility (Burger King) at 13775 N. Dysart Road, El Mirage, Arizona 85335.

Dorcey opened the public hearing; Macias presented the staff report to the Commission Members and audience. Dorcey asked if the applicant had any comments for the Commission Member, John from One Architectural stated that he had nothing to add. Dorcey asked for comments from the public, Mayor Lana Mook had a question for the applicant; she asked when they would like to start moving (with the construction). Shelley Barnett, the business owner, stated the construction will start immediately. Macias stated that the application will be on the June 7, 2016

City Council agenda. Dorcey asked the business owner how long it would take to build the facility after the construction permits are approved, Barnett stated that they can have the whole facility completed within three months. There being no more comments from the public or discussion from the Commission Members, Dorcey closed the public hearing and asked for a motion; Crosby made the motion to recommend approval of the application as presented by staff with the stipulations (see attachment #2), seconded by McCarty, motion passed with a 4-0 vote.

3. Public hearing, discussion and recommendation for an amendment to City Code section 154.130 paragraph (14) Temporary Signs; to be in compliance with Arizona State Statute.

Dorcey opened the public hearing; Macias introduced Sharon Antes, City of El Mirage City Clerk to present. Antes presented the code amendments to the Planning Commissioners and audience. Dorcey asked the Commission Members if they had any questions, McCarty stated that the ordinance did not mention anything about sign height restrictions and locations in sight visibility triangles. Antes answered that the City code already addresses those regulations and that the Code Enforcement Department can enforce them. There being no more questions from the Commission Members and audience, Dorcey closed the public hearing and asked for a motion; Crosby made the motion to recommend approval of the application as presented by the City Clerk's Office staff, seconded by McCarty, motion passed with a 4-0 vote.

VI. DISCUSSION ITEM

None

VII. STAFF REPORT

Gastelum reported on the following; 1) El Mirage Road between Peoria Avenue and Cactus Road is still closed and is scheduled to be opened on May 23, 2016, and to take additional time if driving within the area. 2) Verizon's Small Cell Site at 14955 N. Dysart Road was approved by Council on May 3rd.

Macias reported on a follow-up question from Commission Member Freberg from the April 12, 2016 Meeting regarding the Pro-Petroleum operation and the City's Fire Department capability to handle a hazmat emergency. Macias stated the City's Fire Department is a member of a hazmat response network managed by the City of Phoenix Fire Department and when needed neighboring Cities will assist.

VIII. COMMISSIONER COMMENTS

No comments.

IX. ADJOURNMENT

Planning and Zoning Commission Vice-Chairperson, Monica Dorcey, adjourned the commission meeting at 6:21 p.m.

Jose A. Macias, DSC/GIS

Frank Carnal, Chairperson



City of El Mirage, Arizona



Notice of Invitation to Bid

Invitation to Bid No: **PW16-TSM01** Bid Due Date: **May 10, 2016**
 Materials and/or Services: **TRAFFIC SIGNAL MAINTENANCE** Time: **2:00 p.m.**
 Contact: **Cadle Collins**
 Bid Location: **City Hall** Email: **ccollins@cityofelmirage.org**
12145 NW. Grand Ave
El Mirage, Arizona 85335

In accordance with City of El Mirage Procurement Code competitive sealed bids for the material or services specified will be received by the City of El Mirage Public Works at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of El Mirage Procurement on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of El Mirage Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation to Bid number and the bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation to Bid Package.

OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation to Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege Tax License Number: 21027445

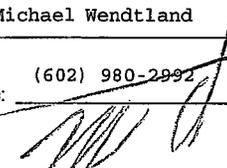
For clarification of this offer contact:

Name: Michael Wendtland

Federal Employer Identification Number: 46-5403401

Telephone: (602) 980-2992

Redhawk Solutions LLC



Company Name
2602 West Bloomfield Road

Authorized Signature for Offer
Michael Wendtland

Address
Phoenix, AZ 85029
City State Zip Code

Printed Name
Managing Member
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Sharon Antes, City Clerk

City of El Mirage, Arizona. Eff. Date: _____

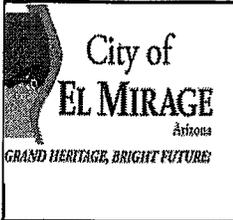
Approved as to form:

Robert Hall, City Attorney

Awarded on _____

Dr. Spencer A. Isom, City Manager

City Seal



GENERAL TERMS AND CONDITIONS

Public Works
12145 NW Grand Avenue
El Mirage, AZ 85335
Phone: (623) 876-2956
Fax: (623) 972-8110

This project is located within the corporate limits of the City of El Mirage in Maricopa County, Arizona. The City of El Mirage, Arizona seeks bids to furnish all necessary tools, equipment, materials, labor, and supervision for Traffic Signal Maintenance.

1. PREPARATION OF BID:

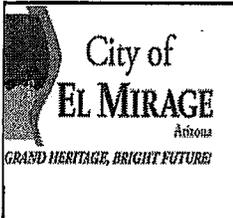
- a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered. Please return the following forms within the Bid Submittal:
 - i. Notice of Invitation to Bid, page 2
 - ii. Reference List, page 31
 - iii. Copy of Contractor's License, page 32
 - iv. List of Subcontractors, page 33
 - v. Bid Schedule, page 34
 - vi. All Amendments (signed), if applicable
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Offerors to examine the entire *Invitation to Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation to Bid* shall be directed to the name appearing as the contact on the *Invitation to Bid*, (IFB). The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The contact may require any and all questions be submitted in writing at the City's sole discretion. Any correspondence related to an *Invitation to Bid* should refer to the appropriate *Invitation to Bid* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation to Bid* due date and time.

3. **PROSPECTIVE BIDDERS' CONFERENCE:** A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as **mandatory or optional** on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of El Mirage Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.



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6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time. **If all amendments are not signed and submitted with the bid package your bid will not be considered and labeled as non-responsive.**
7. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of El Mirage Finance Department.
8. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Invitation to Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the City Manager to be most advantageous to the City.
 - b. The City of El Mirage reserves the right to award based on the bid that presents the City with the best overall value which may or may not be the lowest bid.
 - c. **§ 30.25 DETERMINATION OF LOWEST RESPONSIBLE BIDDER** - Unless the Council or purchasing agent shall exercise the right of rejection as provided by § 30.24, the purchase or contract shall be made from and with the lowest responsible bidder for the entire purchase or contract or for any part thereof. In determining the lowest responsible bidder, the Council and City Manager shall consider:
 - i. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - ii. Whether the bidder can perform the contract or provide the services promptly or within the specified time, without delay or interference;
 - iii. The quality of performance of previous contracts;
 - iv. The previous and existing compliance by the bidder with laws and ordinances of the city;
 - v. The financial resources and ability of the bidder to perform the contract; and
 - vi. The quality, availability, and adaptability of the supplies or services.
 - d. Notwithstanding any other provision of this *Invitation to Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue an *Invitation to Bid*.
 - e. A response to an *Invitation to Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation to Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Manager** and the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation to Bid*; unless modified by an Amendment.

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

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2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
- Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
 - Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of El Mirage including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

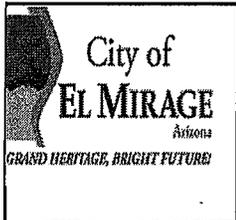
This contract shall be governed by the City. City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of El Mirage Procurement Code. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

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

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the

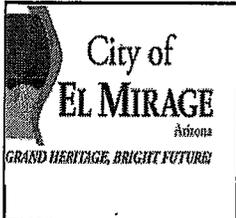


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Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

- 6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
- 7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract.
- 8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
- 9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract nor delegation of any duty of Contractor shall be made without prior written permission of the City.
- 13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this service Contract. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner is a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
 - a. The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this service Contract, including those portions of the documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s)



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- b. The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this service Contract and upon request of the Owner, the Contractor's subcontractor and supplier will perform services for the Owner.
- c. The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this service Contract that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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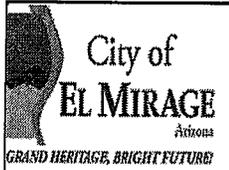
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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
21. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination from the City.
22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.



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24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award
34. **FUNDING:** Any contract entered into by the City of El Mirage is subject to funding availability. Fiscal years for the City of El Mirage are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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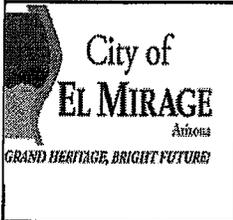
36. **MATERIALS, EQUIPMENT, APPARATUS:** or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Should the Contractor propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses he shall submit a written request as an alternate to the base bid with his proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the CONTRACT price. Where such substitutions alter the design or space requirements indicated on the plans the Contractor shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the specifications are met and the CITY's best interests are served as determined by the authorized representative and the CITY.
37. **SUBCONTRACTOR'S LIST:** If applicable a subcontractor list should be submitted with the bid package.
38. **FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.** To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.

The Contractor further agrees to include the following language in all subcontracts entered into by Contractor with any person or entity to perform work on the Agreement and to terminate the agreement with any subcontractor who violates any of the warranties set forth in said language below:

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

Subcontractor warrants to keep the papers and records open for random inspection during normal business hours by City of El Mirage. Subcontractor shall cooperate with City of El Mirage's random inspections including granting the City entry rights to Subcontractor's property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The failure of Subcontractor to comply with this warranty regarding the keeping of papers and records and failure to cooperate with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately require Contractor to terminate the Agreement with Subcontractor.



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39. CONTRACTOR COMPLIANCE WITH A.R.S. § 35-391.06 AND 35-393.06 (SCRUTINIZED BUSINESS RELATIONS WITH SUDAN AND IRAN): By entering into this Agreement, Contractor certifies it does not have scrutinized business operations in Sudan or Iran. Contractor shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the City upon request. These warranties shall remain in effect through the term of this Agreement.

The City may request verification of compliance from any Contractor or Subcontractor performing work under this Agreement. Should the City suspect or find that the Contractor or any of its Subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, immediate termination of this Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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STANDARD TERMS AND CONDITIONS

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1. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:

CITY: The word "City" shall refer to the City of El Mirage, Arizona.

CONTRACTOR: The word "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.

CONTRACT: The word "Contract" will include the Notice of Invitation to Bid, Instructions to Bidder, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance & Schedule A, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Special Provisions, Bid Schedule, Plans and Addenda thereto.

ENGINEER: The word "Engineer" is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

MATERIALS: The word "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

WORK: The word "Work" shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCE STANDARDS:**

- a. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction", latest editions, which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications," are hereby adopted as part of these contract documents.
- b. If any contradiction exists between "MAG Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of El Mirage, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **RIGHTS OF WAY:** The City will provide Rights-of-Way and easements for all work specified in this contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of El Mirage, Maricopa County, Arizona, without the consent of the owner.

The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.



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5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract. The Contractor further agrees that the City of El Mirage will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.
6. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of El Mirage regarding any applicable Davis Bacon wage rates.
7. **PAYMENTS TO CONTRACTOR:** Payments will be made on the basis of itemized statements provided by the Contractor in accordance with these Specifications. Three (3) copies of an itemized statement should be submitted to the Public Works Office. After verification, payments will be processed by the Finance Department.
8. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.
9. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications.

When required by the City Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

The Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

10. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.



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11. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of El Mirage's project manager or engineer at least seventy-two (72) hours before the following events:

- a. The start of construction in order to arrange for inspection;
- b. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- c. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time;
- d. The coordination of all draining and filling of water lines, irrigation laterals and all operations of existing valves or gages with the project manager;
- e. The start-up or testing of any water well or booster pump to be connected to any part of the existing City water system
This includes operation of existing valves necessary to accommodate the water.

12. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of El Mirage City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorist, pedestrians, bicyclists and workers are protected from hazard and accidents.

- a. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of El Mirage.
- b. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED**, **LOOSE GRAVEL**, **25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.
- c. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
- d. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for



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such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

- e. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.
- f. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- g. Manual traffic control shall be in conformity with the Traffic Barricade Manual, except the liaison officer shall be contacted at the El Mirage Police Department at telephone number (623) 933-1341.
- h. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the El Mirage Police Department at telephone number (623) 933-1341.
- i. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
- j. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- k. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
- l. No Street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of El Mirage. Written approval may be given if sufficient time exists to allow for notification of the public at least five (5) working days in advance of such closing with VMS signs explaining the closure at all approaches to the project area. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.
- m. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.
- n. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.
- o. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.



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14. **OUTDOOR CONSTRUCTION RESTRICTIONS:** Outdoor construction is restricted as listed below in the following table:

Construction Type		May 1 – September 30	September 30 – April 30
A	All Construction Work	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.

The above hours must be adhered under all circumstances unless prior authorization is obtained in writing by the City of El Mirage City Engineer or their designee.

15. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:** The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

16. **STOCKPILE OF MATERIALS:**

- a. The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they **do not** prevent access to adjacent properties or prevent compliance with traffic regulations.
- b. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

17. **EXCESS MATERIALS:** When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable material, broken asphaltic concrete and broken Portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the El Mirage City Limits or Planning Area must be approved by the City Engineer or his authorized representative.

Waste material shall not be placed on private property without express permission of the property owner.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

18. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

19. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Contracted personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate



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protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).

As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

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**SPECIAL
TERMS AND CONDITIONS**

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Phone: (623) 876-2956
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Solicitation Number: PW16-TSM01

1. **PURPOSE:** Pursuant to provisions of the City Procurement Code, the City of El Mirage, Arizona seeks bids to furnish all necessary tools, equipment, materials, labor, and supervision for **Traffic Signal Maintenance**.
2. **AUTHORITY:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **PROSPECTIVE BIDDERS CONFERENCE (OPTIONAL):** Prospective bidders have an option to attend a pre bid conference to be held at the City of El Mirage Public Works Office:

ADDRESS: *12000 W Peoria., Bldg. B-1
El Mirage, Arizona 85335
Public Works, Administration Building*

DATE: **May 4, 2016**

TIME: **2:00 p.m., Arizona time**

The purpose of this conference will be to clarify the contents of this Invitation to Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation to Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation to Bid. Oral statements or instructions shall not constitute an amendment to the Invitation to Bid.

4. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
5. **INTERPRETATION OF PLANS, SPECIFICATIONS AND DRAWINGS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from the Drawings or Specifications, he may, no later than five (5) days prior to the representative bid opening, submit to the City Engineer or his authorized representative a written request for an interpretation or correction thereof. Any interpretations or corrections of the proposed documents will be made only by Amendment duly issued and a copy of each such will be mailed or delivered to each person receiving a set of such documents. The City of El Mirage will not be responsible for any other explanations or interpretations of the proposed documents.
6. **CONDITIONS OF WORK:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.



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7. **AFFIRMATIVE ACTION REPORT:** It is the policy of the City of El Mirage that suppliers of goods or services to the City adhere to a policy of non-discrimination, equal access, equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
8. **APPROVAL OF SUBSTITUTIONS:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least three (3) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner.
9. **USE OF EQUALS:** When the specifications for materials, articles, products, and equipment state "*or equal*", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. Requests must be received at least five (5) days prior to the date set for opening of the Bid. The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing.

10. **CITY OF EL MIRAGE PERMIT:** The Contractor shall obtain a no fee off-site permit. The Contractor will be responsible for any required Maricopa County permits, or other agency permits.
11. **INDEPENDENT CONTRACTOR:**
 - a. **General**
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of El Mirage.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. **Liability**
 - i. The City of El Mirage shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the

 <p>City of EL MIRAGE Arizona <small>GRAND HERITAGE, BRIGHT FUTURE</small></p>	<p>SPECIAL TERMS AND CONDITIONS</p>	<p>Public Works</p>
	<p>Solicitation Number: PW16-TSM01</p>	<p>12145 NW Grand Avenue El Mirage, AZ 85335</p> <p>Phone: (623) 876-2956 Fax: (623) 972-8110</p>

Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

12. KEY PERSONNEL: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

13. LIQUIDATED DAMAGES: Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be per MAG Specifications, Section 108.9.

- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

14. WARRANTY: Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.



**SPECIAL
TERMS AND CONDITIONS**

Public Works

12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2956
Fax: (623) 972-8110

Solicitation Number: PW16-TSM01

15. INSURANCE REQUIREMENTS: The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.

All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

16. REQUIRED INSURANCE COVERAGE:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.



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The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

- 17. CERTIFICATES OF INSURANCE:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.



**SPECIAL
TERMS AND CONDITIONS**

Public Works

12145 NW Grand Avenue
El Mirage, AZ 85335

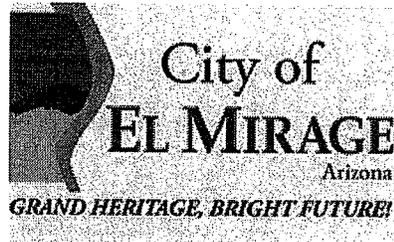
Solicitation Number: PW16-TSM01

Phone: (623) 876-2956
Fax: (623) 972-8110

- 18. **CANCELLATION AND EXPIRATION NOTICE:** Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.
- 19. **TAX FORMULA:** Each bidder shall apply the appropriate Transaction Privilege Tax in accordance with the Department of Revenue rules and procedures.
- 20. **CONTRACT DEFAULT:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - a. If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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CITY OF EL MIRAGE
PUBLIC WORKS DEPARTMENT



**TRAFFIC SIGNAL
MAINTENANCE**

PROJECT SPECIFICATIONS

PW16-TSM01

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1. LOCATION OF THE WORK:

All work is located within the City of El Mirage, Maricopa County, Arizona. A map of the sites is shown on Exhibit A.

The signalized intersections are:

- | | | |
|-----------------------------------|-------------------------------|------------------------------------|
| 1. Thunderbird Rd & Dysart Rd. | 5. Cactus Rd & Dysart Rd. | 9. Olive Ave & El Mirage Rd. |
| 2. Thunderbird Rd & El Mirage Rd. | 6. Peoria Ave & El Mirage Rd. | 10. Northern Ave & Dysart Rd. |
| 3. Thunderbird Rd & 129th Ave. | 7. Peoria Ave & Dysart Rd. | 11. Northern Ave & El Mirage Rd. |
| 4. Cactus Rd & El Mirage Rd. | 8. Olive Ave & Dysart Rd. | 12. Dysart Rd & Dysart High School |

The School Zone flashing lights are located on:

- Thunderbird Road – One east and one west of El Mirage Road.
- Thompson Ranch Road – North and South of school

The Fire Station flashing lights are located on:

- El Mirage Road – North and South of Fire Station

2. PROPOSED WORK:

The contract work consists of all necessary labor, material, transportation services and equipment, to perform traffic signal maintenance on a regular basis per the contract specifications on the intersections specified. The traffic control system shall be in first class working order and operating condition at all times.

The contract work also consists of all necessary labor, material, transportation services and equipment to perform maintenance and repairs on the two (2) school zone flashing light systems which includes programming them at the beginning of the school year.

3. CONTRACT TIME:

This Contract is a three year contract and commences **July 1, 2016** and expires **June 30, 2019**.

The City of El Mirage may at its sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional years in one (1) year increments. If renewed, the contract is an annual contract from **July 1st to June 30th**. Contract renewal shall be within 30 days of contract expiration. Any price increase must be mutually agreed upon by the City and the Contractor. The Contractor shall be notified in writing when the contract renewal has been approved.

4. ADDITION/DELETION OF SIGNALIZED INTERSECTIONS

Traffic Signal controlled intersections may be added or deleted from this contract at the unit price bid at the option of the City.

The City shall notify the Contractor in writing when new intersections are to be placed in operation in any of the systems, or when equipment has been inactivated or eliminated, thus increasing or decreasing the quantities listed in the Bid.

In the case of a new intersection be added to this Contract, the Contractor shall make such an inspection as is necessary at the time of activation to ascertain that the equipment is in working order, and henceforth, from that time that the equipment is placed in operation, the Contractor shall assume responsibility for the maintenance and repair except for work which is determined by the City not to be the responsibility of the Contractor.

Regardless of the acceptance of the installation, and during the period of operation prior to the time of acceptance by the Contractor, the Contractor shall notify the City concerning matters pertaining to failure of parts, guarantee periods, knockdowns, stoppage due to faulty construction, etc. at no extra cost to the City.

5. GUARANTEE:

The Contractor shall guarantee all work and the operation of materials provided for a period of one year after maintenance completion. Items specifically not guaranteed are expendables such as lamps and fuses, items damaged by conditions outside the control of the Contractor, and materials provided by others.

6. CERTIFIED TECHNICIAN

The Contractor shall have an IMSA Certified Technician, Level II or above, employed to provide the City signal maintenance and service.

- a. The certified technician shall keep an updated log book in each cabinet for any and all maintenance performed plus submit a written report monthly on all activity, work performed, and recommendations for each traffic signal.
- b. The certified technician will notify the City's Public Works Department prior to performing any maintenance or in response to any emergency call out. The Contractor will provide a certified technician and all necessary equipment to perform the maintenance.

7. BI-ANNUAL TESTING:

The Contractor shall provide bi-annual testing and maintenance of all controllers, uninterruptible power supplies (UPS) systems, conflict monitors and loop detectors. Maintenance will be based on the latest IMSA specifications and incorporate, where necessary, ITE preventive maintenance requirements.

8. ON CALL SERVICE

The Contractor shall provide, at no added expense, 24-hour on call service, including Saturdays, Sundays, and holidays, for all intersections.

- a. Respond to any call outs deemed an emergency within four (4) hours and routine calls within twenty-four (24) hours.
- b. Controller failures, lights out, knock downs, or one red light out at an intersection are considered emergencies.
- c. Provide City the name, address, telephone number, and pager number of at least two (2) persons who will be available for emergency repair of the traffic signals and keep the City informed of any changes of same.

9. PROSECUTION OF WORK

The purpose of the Contract is to assure that all components of the systems and installations operate essentially as originally installed or as subsequently modified and for preventative maintenance, to guarantee against and prevent equipment failures due to mechanical or electrical defects. The proper functioning of the systems and installations are essential to maintain smooth, expeditious, and safe movement of traffic. Consequently, it is imperative that all equipment in the systems and installations be serviceable and in good operating condition at all times so as to insure maximum working efficiency and prevent unnecessary failures. When equipment failures do occur due to unforeseen events, knock-downs, or any cause whatsoever, **TIME IS OF THE ESSENCE** in arriving at the scene and taking corrective measures. To insure this continuous and uninterrupted operation of the equipment; **SERVICE CALLS AND EMERGENCY CALLS SHALL BE ANSWERED PROMPTLY AND EXTRAORDINARY EFFORT SHALL BE EXERTED BY THE CONTRACTOR TO RENDURE SERVICE.**

The Contractor shall prosecute the work in the following manner:

- a. The Contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified workmen shall be sufficient to respond to emergency calls which may be received at any time and to promptly make temporary and permanent repairs. Immediate action shall be taken to safeguard the public at any time a signal installation becomes partly or fully inoperative from any cause whatsoever. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by the City.
- b. All component parts of each system shall be maintained at all times to perform the functions for which they were designated unless authorized to the contrary by the City.
- c. The Contractor shall furnish transportation for its employees and equipment used in the performance of this Contract. All vehicles shall be licensed in the State of Arizona and equipped with a warning light(s) which are clearly seen from a distance no less than 500'. All vehicles shall be clearly marked with the name of the company and phone number. All permanent lettering shall be a minimum of 2". All vehicles used by the Contractor shall conform to all applicable Federal, state, and local laws.

Patrol and supervisory vehicles operated by the Contractor in connection with the Contract shall be equipped with two-way radio or cellular telephone as a means of expediting and maintaining 24 hour communications with the Contractor's headquarters and field crews. The Contractor shall maintain a dispatcher 24 hours a day, seven days a week.

- d. The Contractor shall designate in writing representatives in his organization to whom instructions may be given by the City. One of these representatives shall be available at all times to the City for consultation at no added expense. The Contractor shall furnish the names, addresses, telephone, pager numbers, and cellular numbers of its representatives to the City.
- e. Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the City shall be reported to the Contractor. Upon receipt of such a report, the Contractor shall immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. The Contractor shall submit a report to the City indicating that the work covered by the City's request has been completed giving the date of completion and a brief statement of the work accomplished.
- f. Priority and performance of the routine work on the system shall be at the discretion of the Contractor unless otherwise directed by the City.
- g. Immediate response shall be made by the Contractor to service any equipment of any system which may be reported or discovered by the Contractor as inoperative or operating improperly.
- h. The contractor shall act in the best interest of the City in the selection of material and equipment which has been authorized for purchase by the City.
- i. The Contractor shall submit to the City an annual Condition Report which contains the following information:
 - 1. The general condition of the traffic controllers and other equipment comprising each system or any part thereof.
 - 2. Any major breakdowns or individual pieces of equipment due to mechanical or electrical failure.
 - 3. Any major repairs to any equipment and the reason for repairs.
 - 4. A recommendation for any major repairs to equipment that the Contractor deems necessary for proper maintenance.
- j. The Contractor shall erect barricades, signs, cones, flags, and lights as may be required by the *City of Phoenix -Traffic Barricade Manual*, latest edition to protect its workers and the motoring public when repairs are being performed on or near the roadway or when the controller will be disconnected.
- k. The Contractor shall promptly report to the City any unauthorized construction or repair work being done by others upon City owned equipment being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress which work may endanger the equipment or the system.
- l. The Contractor shall promptly notify the City of the disablement of any piece of equipment on any system due to an accident or other cause such as damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- m. The Contractor shall make all necessary service calls when requested by the City to install or supervise the installation by others of additional or auxiliary equipment to any of the City systems or whenever necessary to locate cables or utility lines to prevent damage by any proposed construction at no additional cost to the City.

10. MATERIAL, LABOR, AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR

All workmanship, equipment, materials, miscellaneous items, and component parts incorporated in the work covered by this contract are to be of the best grade of the respective kinds for the purpose. Where equipment, materials, miscellaneous items, or component parts are referred to in the Specifications as "equal to" any particular standard, the City will decide the question of equality. The Contractor shall furnish to the City, for its approval, the name of the manufacturer of machinery, mechanical or other equipment which the Contractor contemplates incorporating in the work, and when requested by the City, the capacities and other pertinent information including samples. Machinery, equipment, materials, miscellaneous items, and components installed or used without such approval shall be at the risk of subsequent rejection.

- a. The Contractor shall furnish all transportation, equipment, and materials for maintenance at his own expense, except as specified in Extra Work.
- b. The Contractor shall furnish all necessary testing instruments for making tests and diagnosing the systems or equipment at his own expense.
- c. All locks shall be kept in proper working order at all times. Whenever it is necessary to change, replace, or add new locks to any part of the system for cause whatsoever, the Contractor shall assume cost of such new locks and keys. Whenever a lock or the tumblers are changed, the Contractor shall furnish the City with keys at his own expense.
- d. The Contractor shall furnish at his own expense, except as specified in Extra Work, a sufficient number of qualified employees who are experienced in the various technical and mechanical fields associated with the specialized equipment at all times to maintain the respective systems adequately.

- e. The Contractor shall maintain adequate storage and shop repair facilities to perform this Contract, including a reasonable stock of spare parts and equipment.

11. MATERIAL AND EQUIPMENT FURNISHED BY THE CITY OF EL MIRAGE

- a. The City may supply the Contractor during any time of the Contract period with its own usable parts, materials and equipment from its own stock or the salvage material procured from the removal of existing systems.
- b. All parts, materials and equipment furnished to the Contractor shall be transported by him at his sole expense, to his warehouse, shops or sites, where such materials and equipment are to be stored, repaired or used. Upon receipt of such parts, materials, and equipment, the Contractor shall acknowledge receipt thereof on forms furnished by the City.
- c. The parts, materials, and equipment furnished by the City and stored by the Contractor shall constitute the City of El Mirage Inventory or Parts and Material as used herein.
- d. The City shall have the right to visit storage facilities and shops at any time for the purpose of examining the inventory of City-owned parts and equipment. The Contractor shall comply with any instructions given by the City relating to the care, storage and marking of City-owned parts and equipment for identification purposes.
- e. At the termination of the Contract, the complete stock shall be delivered by the Contractor to the City at locations designated by the City with all items replaced or accounted for. The Contractor shall also be solely responsible for any replacements required due to loss, theft, burglary, damage or destruction from any cause whatsoever, of any and all such parts, material and equipment.
- f. Nothing herein shall be construed as obligating the City to furnish any parts, materials or equipment.

12. MAINTENANCE REQUIREMENTS

- a. Ensure all existing traffic signal equipment is in good repair and in compliance with applicable codes and standards.
- b. Replace burned out lamps or damaged sockets as may be required (all replacements shall be with LED lamps). The reflector and lens shall be cleaned each time a lamp is replaced.
- c. Clean, repair, test, and overhaul specified traffic signal equipment at stated intervals of time.
- d. Maintain existing vehicle loop detectors, video detectors, pedestrian detection, emergency vehicle preemption, controllers, cabinets, conflict monitors, load switches, and luminaires.
- e. Maintain signal heads, brackets, poles, arms, video detectors, preemptions, control boxes, cabinets and any other above-ground equipment as required to prevent corrosion and to maintain good appearance of the equipment.
- f. Inspect each signal location monthly including the controllers, relays, detectors, and any other equipment to ascertain they are functioning properly and make all necessary repairs and replacements. A report of the inspections shall be submitted to the City on a monthly basis.
- g. Make permanent repairs to damaged equipment.
- h. Clean signal controller cabinets and components and keep them in a neat and workmanlike condition at all times.
- i. Check critical controller settings (i.e., amber time) with a stopwatch to insure adequate operation.
- j. Maintain proper timing of the controls and detectors as directed.
- k. Replace burned out fuses, whether external or internal to specific signal control equipment.
- l. Check signal heads, signal poles and associated hardware for damage and make repairs as necessary.
- m. Clean reflectors, lenses, & lamps once every six months. Wash heads, posts & control cabinets at least once per year.
- n. Keep signal heads, posts, control cabinets, video detectors, & foundations in alignment & tightly connected at all times.
- o. Maintain all inspection plates (hand holes) for traffic signals at all times and replace missing ones from any cause.
- p. Maintain emergency vehicle preemption equipment to insure proper operation
- q. Check all field wiring for inadequacies (i.e., proper grounding etc.).
- r. Detector loops and cable failures that are not caused by bad pavement or deteriorated cable will be repaired under the Contract at the Contractors expense.
- s. The Contractor shall have adequate inventory of the controllers to be used at particular intersections in case of failure or overhauling the controllers. The temporary controllers are to match existing sequence and detection.
- t. The Contractor shall not rent any equipment such as controllers, high lift vehicles, other equipment, and shall have adequate facilities to use its own equipment at all times.
- u. Provide locations (Blue Stake) for other utilities or contractors as required. The City will contact the Contractor when a Blue Stake for Traffic Signals is requested.

- v. Return all damaged, worn out, and obsolete City owned equipment to the City, if requested; otherwise it shall be disposed of by the Contractor at his expense.

13. EXTRA WORK SPECIFICATIONS

Whenever any major equipment in any system is damaged or has deteriorated as a result of causes other than the negligence of the Contractor or his agents so as to require repairs to or replacement of such equipment, except as hereinafter provided, or whenever the City of El Mirage deems it necessary to make changes in existing equipment, the City shall authorize the Contractor to make the necessary repairs or changes or authorize the repairs by others under the supervision of the Contractor. Such repairs shall be in accordance with these Specifications, except that the City reserves the right to advertise for competitive bids to effect major repairs or changes on any system.

- a. Any extra work shall be done under the direction of the City and shall conform to the Cities requirements.
- b. Authorization of extra work shall be given by the City in writing.
- c. Contractor shall prepare and submit a quote for the work using the labor, equipment and material rates contained within the contract. Claims for extra work which have not been authorized by the City shall be rejected.
- d. The Contractor shall furnish to the City itemized statements of the cost of all extra work, which shall include a true copy of the payroll and the original receipted bills for the materials used and any freight charges paid on same. Where materials used are not specifically purchased for use on extra work but are taken from the Contractor's stock, the Contractor may submit an affidavit of the quality, price and any freight on such materials in lieu of certified copies of original bills and invoices. This affidavit must be approved by the City.
- e. The City of El Mirage reserves the right to furnish any materials or parts for extra work, in which case no charge for items so furnished shall be made by the Contractor. Materials or parts furnished by the City of El Mirage may be from the Cities inventory of parts and materials.
- f. When the Contractor is authorized to furnish both materials and labor, at the direction of the City, as expediency, parts may be taken from the Cities inventory of parts and materials. The Contractor shall then either replace the items used or shall give the credit for all materials used for extra work from the inventory showing the entire cost of each item.
- g. A non-working foreman shall not be employed on extra work unless there are more than three men employed at any one time, place and job.
- h. For portions of extra work performed by a subcontractor, the Contractor shall submit to the City in writing the name of the subcontractor he intends to utilize and the subcontractor's cost prior to performance of said work. The City reserves the right to reject or approve said subcontractor before the work is performed.

The Scope of EXTRA WORK is as follows:

- a. Repair and/or replacement of major equipment including controllers, detectors, posts, and mast are poles and assembly signal heads, pedestrian heads, foundations, hand holes and cabinets.
- b. Repair and/or replacement of damaged conduit and damaged or grounded wiring extending beyond the post.
- c. Relocation of posts or other fixed equipment. The Contractor shall prepare an "as built" drawing showing such new locations and furnish same to the City.
- d. Installation and removal of temporary traffic signals.

14. TIMING SETTINGS FOR TRAFFIC CONTROL SIGNALS AND TIME CLOCK SETTINGS

- a. The Contractor shall make no changes in the timing and setting for the traffic control signal systems unless authorized to do so by the City or by Engineers of other public agencies responsible for such settings.
- b. Whenever the City has the occasion to make investigations relative to traffic and finds that conditions warrant the changing in timing on the traffic control system, on the time clocks, or any other system which may be on a meter rate, the City shall have the right to do so and will inform the Contractor of such changes within a reasonable time. The Contractor shall keep timing settings in accordance with the Cities instructions at all times.
- c. The Contractor shall initiate and maintain a written record of all controller or time clock settings. Whenever such a setting is changed, as authorized herein, the Contractor shall prepare a record of such changes. One copy shall be kept in the control cabinet.



QUESTIONNAIRE

Public Works

12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2956
Fax: (623) 972-8110

Solicitation Number: PW16-TSM01

Please list a minimum of three (3) references whom the Public Works Department may contact:

1. Company: City of Peoria

Contact: Geoff Zinnecker

Address: 9875 N. 85th Avenue
Peoria, AZ 85345

Phone: (623) 773-7293 geoffrey.zinnecker@peoriaaz.gov

2. Company: Arizona Department of Transportation

Contact: Mr. Paul Sykes

Address: 1444 West Grant Road
Tucson, AZ 85745

Phone: (520) 838-2841 psykes@azdot.gov

3. Company: Town of Fountain Hills

Contact: Justin Weldy

Address: 16705 E. Avenue of the Fountains
Fountain Hills, AZ 8526

Phone: Office 480-816-5133 jweldy@fh.az.gov



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Attach a copy of your Contractor's License to your bid submittal.

BID SCHEDULE

YEAR ONE

	Quantity	Cost per Month (per Intersection)	Total Cost per Month (All Intersections)
Complete Maintenance of Signal Controlled Intersections	12	250.00	3,000.00
	Quantity	Cost per Month (per Flashers)	Total Cost per Month (All Flashers)
Complete Maintenance of Fire/School Zone Flashing Lights	6	50.00	\$300.00
Description		Hourly Rate	
Regular Hourly Rate for Extra Work (Tech II or higher)		68.00	
Overtime Hourly Rate for Extra Work		98.00	
Material Markup/Discount from List Price		15%	
Subcontractor Markup Percentage		10%	
Service Truck		\$20.00	
Aerial Truck		\$55.00	

YEAR TWO

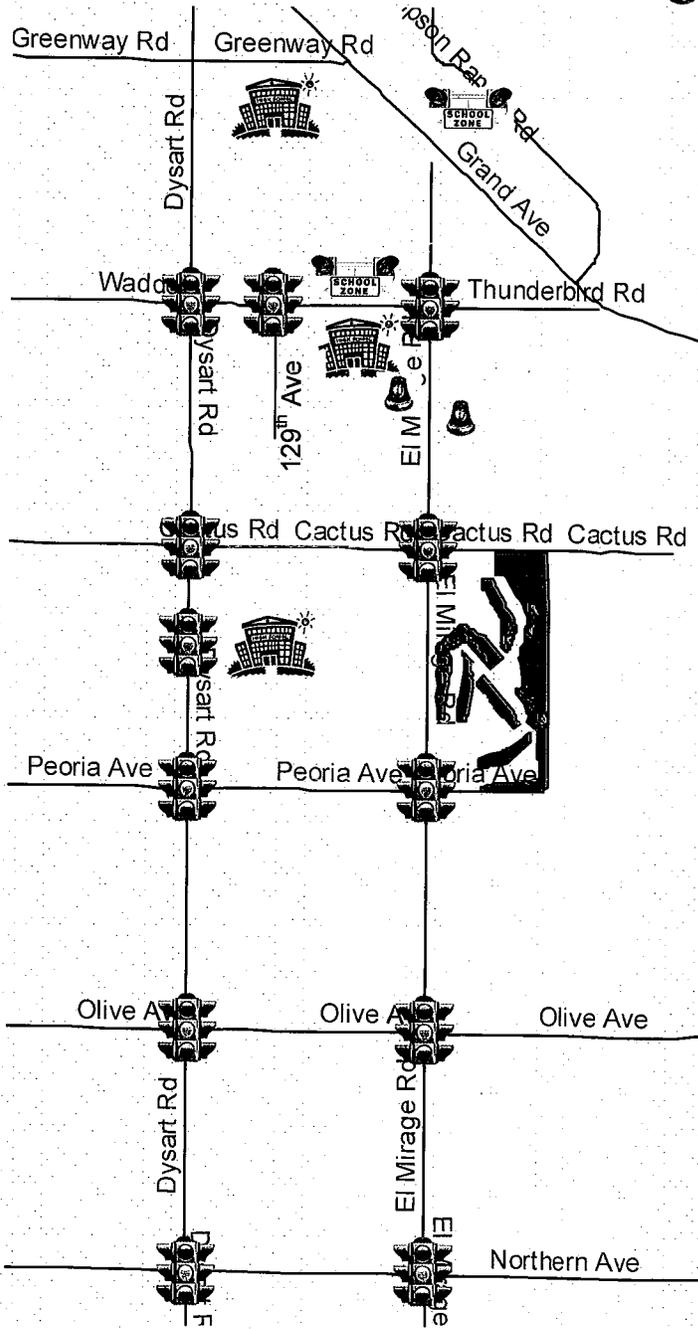
	Quantity	Cost per Month (per Intersection)	Total Cost per Month (All Intersections)
Complete Maintenance of Signal Controlled Intersections	12	250.00	3,000.00
	Quantity	Cost per Month (per Flashers)	Total Cost per Month (All Flashers)
Complete Maintenance of Fire/School Zone Flashing Lights	6	50.00	300.00
Description		Hourly Rate	
Regular Hourly Rate for Extra Work (Tech II or higher)		68.00	
Overtime Hourly Rate for Extra Work		98.00	
Material Markup/Discount from List Price		15%	
Subcontractor Markup Percentage		10%	
Service Truck		\$20.00	
Aerial Truck		\$55.00	

YEAR THREE

	Quantity	Cost per Month (per Intersection)	Total Cost per Month (All Intersections)
Complete Maintenance of Signal Controlled Intersections	12	250.00	3,000.00
	Quantity	Cost per Month (per Flashers)	Total Cost per Month (All Flashers)
Complete Maintenance of Fire/School Zone Flashing Lights	6	50.00	300.00
Description		Hourly Rate	
Regular Hourly Rate for Extra Work (Tech II or higher)		68.00	
Overtime Hourly Rate for Extra Work		98.00	
Material Markup/Discount from List Price		15%	
Subcontractor Markup Percentage		10%	
Service Truck		\$20.00	
Aerial Truck		\$55.00	

Exhibit A

-  = Signalized Intersection
-  = School Zone Flashers X 2
-  = Fire Station Flashers





DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two o years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 295206 (Monday, May 9, 2016 7:32:09 AM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Red Hawk Solutions LLC 2602 W Bloomfield Rd Phoenix, AZ 85029-2559 Phone: (602) 436-8117	CURRENT	A COMMERCIAL LLC	First Issued: 10/20/2014 Renewed Thru: 10/31/2016

License Class & Description **A GENERAL ENGINEERING**

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Michael Otto Wendtland	Qual. Date 10/15/2014	Name Donald Joseph Kiley Jr
Position QP/MEMBER		Position MEMBER

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
RSB154635	10/15/2014	\$5,000.00	\$0.00	\$5,000.00	RLI INSURANCE COMPANY	

Traffic Signal Maintenance

PW16-TSM01

Bid Opening: Tuesday, May 10, 2016 2:00PM

VENDOR	Signals Cost per Month/YEAR1	Signals Cost per Month/YEAR2	Signals Cost per Month/YEAR3	RANK
RED HAWK SOLUTIONS, LLC	\$3,000.00	\$3,000.00	\$3,000.00	1
CS CONSTRUCTION, INC.	\$125,040.00	\$79,800.00	\$79,800.00	2

VENDOR	Flashes Cost per Month/YEAR1	Flashes Cost per Month/YEAR2	Flashes Cost per Month/YEAR3	RANK
RED HAWK SOLUTIONS, LLC	\$300.00	\$300.00	\$300.00	1
CS CONSTRUCTION, INC.	\$11,100.00	\$11,100.00	\$11,100.00	2


 City Clerk


 Purchasing Administrator



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 05/31/2016	TYPE OF ACTION:	SUBJECT: Consideration and action to finally determine and adopt the FY 2016-2017 proposed spending limitation and budget pursuant to Resolution R16-06-15.
DATE ACTION REQUESTED: 06/07/2016	<u>X</u> RESOLUTION # R16-06-15 ORDINANCE # _____ OTHER: _____	
<input type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> SPECIAL MEETING		

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director
RECOMMENDATION: Approve Resolution R16-06-15 adopting the spending limitation and budget of \$90,652,000, including transfers of \$6,747,000 and other financing uses of \$2,416,500 for the City of El Mirage for FY2016-2017.
PROPOSED MOTION: I move to approve Resolution R16-06-15 as presented.
ATTACHMENTS: Resolution R16-06-15; Schedules A-G

DISCUSSION: The expenditure limitation for the City of El Mirage for FY 2016-2017 will be \$90,652,000 including transfers of \$6,747,000 and other financing uses of \$2,416,500. This limit is \$6,461,000 less than last year’s limit.

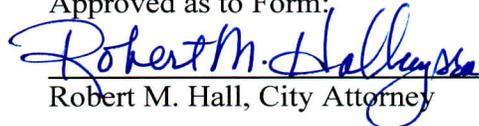
FINANCIAL IMPACT: The maximum expenditure limitation for FY 2016-2017 will be \$90,652,000.

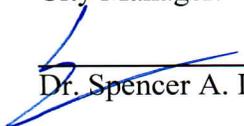
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

 Robert Nilles
 Date 6/2/16

Approved as to Form:

 Robert M. Hall, City Attorney
 Date 6/2/16

City Manager:

 Dr. Spencer A. Isom
 Date 6/2/16

RESOLUTION R16-06-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING THE SPENDING LIMITATION AND THE BUDGET FOR FISCAL YEAR 2016-2017.

WHEREAS, in accordance with the provisions of A.R.S §42-17101 through §42-17108, on the 17th day of May 2016, the City Council of the City of El Mirage did make and approve tentative estimates for Fiscal Year 2016-2017 of the different amounts required to meet the public expenditures, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of El Mirage; and,

WHEREAS, in accordance with A.R.S. §42-17103 and §42-17104, on the 24th of May and 31st of May 2016, the City published in the Daily News Sun the tentative estimates of expenditures and revenues approved by the City Council on the 17th day of May 2016; and,

WHEREAS, in accordance with A.R.S. §42-17104 and §42-17108, the City of El Mirage is not required to publish "Truth in Taxation Hearing Notice of Tax Implementation"; and,

WHEREAS, in accordance with A.R.S. §42-17104 and §42-17108, the Council of the City of El Mirage will hold a special meeting and public hearing on June 7, 2016 at 6:00 p.m., in the El Mirage City Council Chambers at 14010 N. El Mirage Road, El Mirage, Arizona, and that all interested citizens are invited to attend and are afforded the right to be heard in favor or against the proposed expenditures, tax levy and tax increase; and,

WHEREAS, the estimate of expenditures approved by the City Council on the 17th day of May 2016, and as published on the 24th of May and 31st of May 2016, has not increased.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Mirage that the estimates of revenues and expenditures shown on the attached schedules are hereby adopted as the final estimates of proposed expenditures and revenues and shall constitute the Spending Limitation and Budget for the City of El Mirage for Fiscal Year 2016-2017.

APPROVED AND ADOPTED by the City Council this 7th day of June, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert Hall, City Attorney

OFFICIAL BUDGET FORMS
CITY OF EL MIRAGE, ARIZONA
Fiscal Year 2017

CITY OF EL MIRAGE, ARIZONA

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Fiscal Year 2017

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CITY OF EL MIRAGE, ARIZONA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2016	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	26,221,500	16,955,500	1,216,500	27,132,000	0	16,124,000	0	87,649,500
2016	Actual Expenditures/Expenses**	E	26,221,500	16,955,500	1,216,500	27,132,000	0	16,124,000	0	87,649,500
2017	Fund Balance/Net Position at July 1***		17,399,000	2,861,500	196,500	13,475,000		2,301,000		36,233,000
2017	Primary Property Tax Levy	B	1,654,937							1,654,937
2017	Secondary Property Tax Levy	B			2,030,000					2,030,000
2017	Estimated Revenues Other than Property Taxes	C	16,410,063	13,536,500	0	10,553,000	0	13,305,000	0	53,804,563
2017	Other Financing Sources	D	0	0	0	0	0	2,579,000	0	2,579,000
2017	Other Financing (Uses)	D	0	0	1,075,000	0	0	1,341,500	0	2,416,500
2017	Interfund Transfers In	D	2,769,000	107,000	100,000	1,310,000	0	2,461,000	0	6,747,000
2017	Interfund Transfers (Out)	D	1,425,500	1,017,000	0	0	0	4,304,500	0	6,747,000
2017	Reduction for Amounts Not Available:									
2017	LESS: Amounts for Future Debt Retirement:									0
										0
										0
										0
2017	Total Financial Resources Available		36,807,500	15,488,000	1,251,500	25,338,000	0	15,000,000	0	93,885,000
2017	Budgeted Expenditures/Expenses	E	25,991,500	15,459,000	1,135,000	23,332,500	0	15,570,500	0	81,488,500

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2016	2017
1. Budgeted expenditures/expenses	\$ 87,649,500	\$ 81,488,500
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	87,649,500	81,488,500
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 87,649,500	\$ 81,488,500
6. EEC expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF EL MIRAGE, ARIZONA
Tax Levy and Tax Rate Information
Fiscal Year 2017

	2016	2017
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,013,790</u>	\$ <u>2,072,133</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>1,654,937</u>	\$ <u>1,654,937</u>
B. Secondary property taxes	<u>2,030,000</u>	<u>2,030,000</u>
C. Total property tax levy amounts	\$ <u>3,684,937</u>	\$ <u>3,684,937</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>1,624,000</u>	
(2) Prior years' levies	<u>30,000</u>	
(3) Total primary property taxes	\$ <u>1,654,000</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>2,030,000</u>	
(2) Prior years' levies	<u>50,000</u>	
(3) Total secondary property taxes	\$ <u>2,080,000</u>	
C. Total property taxes collected	\$ <u>3,734,000</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.7264</u>	<u>1.6992</u>
(2) Secondary property tax rate	<u>2.1176</u>	<u>2.0842</u>
(3) Total city/town tax rate	<u>3.8440</u>	<u>3.7834</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>no</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 6,250,000	\$	\$ 6,700,000
TPT Assessments	30,000		35,000
Uncollected Primary Property Tax	(29,937)		(29,937)
Franchise Fees	700,000		750,000
Licenses and permits			
Business License Fees	95,000		100,000
Building Permit Fees	200,000		150,000
Intergovernmental			
State Sales Tax	2,830,000		3,000,000
State Income Tax	3,825,000		3,950,000
Vehicle License Tax	1,200,000		1,250,000
Charges for services			
Planning And Zoning Fees	40,000		20,000
Engineering Inspection Fees	60,000		80,000
Plan Check Fees	55,000		60,000
Rent - Library	5,000		10,000
Rural Metro Transports	40,000		40,000
Sport Programs	5,000		5,000
Athletic Field Rentals	10,000		5,000
Ramada Rentals	5,000		
Special Events	30,000		45,000
Fines and forfeits			
Jail Incarceration Fine	15,000		20,000
Interest on investments			
Interest	20,000		50,000
In-lieu property taxes			
Fire Insurance Premium Tax	25,000		30,000
Contributions			
Voluntary contributions			
Miscellaneous			
Other	115,000		140,000
Total General Fund	\$ 15,525,063	\$	\$ 16,410,063

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
SPECIAL REVENUE FUNDS			
HURF Taxes	\$ 1,825,000	\$	\$ 1,950,000
	<u>\$ 1,825,000</u>	<u>\$</u>	<u>\$ 1,950,000</u>
Municipal Court Fund Fines and Forfeitures	\$ 200,000	\$	\$ 220,000
Municipal Court Fund Miscellaneous	100,000		125,000
	<u>\$ 300,000</u>	<u>\$</u>	<u>\$ 345,000</u>
Municipal Court Enhancement Fund Fines and Forfeitures	\$ 330,000	\$	\$ 140,000
	<u>\$ 330,000</u>	<u>\$</u>	<u>\$ 140,000</u>
Local Transportation Assistance Fund Fees	\$ 94,000	\$	\$ 96,000
	<u>\$ 94,000</u>	<u>\$</u>	<u>\$ 96,000</u>
Police Towing Fund Fines & Forefeitures	\$ 70,000	\$	\$ 71,000
	<u>\$ 70,000</u>	<u>\$</u>	<u>\$ 71,000</u>
CDBG Fund Grants	\$ 580,000	\$	\$
	<u>\$ 580,000</u>	<u>\$</u>	<u>\$</u>
Photo Radar Fund Fines & Forefeitures	\$ 1,525,000	\$	\$ 485,000
	<u>\$ 1,525,000</u>	<u>\$</u>	<u>\$ 485,000</u>
Special Projects Donations	\$ 4,000	\$	\$
Special Projects Grants	10,334,500		10,449,500
	<u>\$ 10,338,500</u>	<u>\$</u>	<u>\$ 10,449,500</u>
Total Special Revenue Funds	<u>\$ 15,062,500</u>	<u>\$</u>	<u>\$ 13,536,500</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
DEBT SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Debt Service Funds	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS			
Streets Capital Fund Grants	\$ 21,947,000	\$ 7,947,000	\$ 10,553,000
	\$ 21,947,000	\$ 7,947,000	\$ 10,553,000
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Capital Projects Funds	\$ 21,947,000	\$ 7,947,000	\$ 10,553,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
PERMANENT FUNDS			
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
Total Permanent Funds	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS			
Sanitation Charges for Services	\$ 1,525,000	\$ 1,525,000	\$ 1,525,000
_____	_____	_____	_____
_____	_____	_____	_____
	\$ 1,525,000	\$ 1,525,000	\$ 1,525,000
Sewer Charges for Services	\$ 3,100,000	\$ 3,100,000	\$ 3,100,000
_____	_____	_____	_____
_____	_____	_____	_____
	\$ 3,100,000	\$ 3,100,000	\$ 3,100,000
Water Charges for Services	\$ 8,270,000	\$ 8,270,000	\$ 8,495,000
Water Fines and Forefeitures	180,000	180,000	180,000
Water Miscellaneous	20,000	20,000	5,000
	\$ 8,470,000	\$ 8,470,000	\$ 8,680,000
_____	_____	_____	_____
_____	_____	_____	_____
Total Enterprise Funds	\$ 13,095,000	\$ 13,095,000	\$ 13,305,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
INTERNAL SERVICE FUNDS			
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
Total Internal Service Funds	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ <u>65,629,563</u>	\$ <u>21,042,000</u>	\$ <u>53,804,563</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2017

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Sewer Fund	\$	\$	\$ 814,500	\$
Water Fund			1,240,500	325,000
Sanitation Fund			297,500	
Photo Enforcement Fund			416,500	
Court Fund				23,500
Capital Streets Fund				893,500
HURF				83,500
CDBG				
Debt Service				100,000
Total General Fund	\$	\$	\$ 2,769,000	\$ 1,425,500
SPECIAL REVENUE FUNDS				
Photo Enforcement Fund	\$	\$	\$	\$ 833,000
Court Fund			23,500	
HURF			83,500	184,000
CDBG				
Total Special Revenue Funds	\$	\$	\$ 107,000	\$ 1,017,000
DEBT SERVICE FUNDS				
Debt Service	\$	\$ 1,075,000	\$ 100,000	\$
Total Debt Service Funds	\$	\$ 1,075,000	\$ 100,000	\$
CAPITAL PROJECTS FUNDS				
Capital Streets Fund	\$	\$	\$ 1,310,000	\$
Total Capital Projects Funds	\$	\$	\$ 1,310,000	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Sewer Fund	\$ 494,000	\$ 157,500	\$ 1,020,000	\$ 1,746,500
Water Fund	2,085,000	1,184,000	1,441,000	2,260,500
Sanitation Fund				297,500
Total Enterprise Funds	\$ 2,579,000	\$ 1,341,500	\$ 2,461,000	\$ 4,304,500
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 2,579,000	\$ 2,416,500	\$ 6,747,000	\$ 6,747,000

CITY OF EL MIRAGE, ARIZONA
Expenditures/Expenses by Fund
Fiscal Year 2017

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
GENERAL FUND				
Mayor and Council	\$ 249,500	\$	\$ 249,500	\$ 247,000
City Clerk	195,500		195,500	205,500
Safety & Loss Control	304,000		304,000	304,000
Administration	1,083,000		1,083,000	1,054,000
Legal Services	1,109,000		1,109,000	1,106,000
Human Resources	397,500		397,500	412,500
Financial Services	643,500		643,500	639,000
Information Technology	733,500		733,500	877,500
Recreation	150,500		150,500	150,500
Parks	737,500		737,500	916,000
Facilities Management	671,000		671,000	694,000
Fleet Management	172,500		172,500	173,500
Community Development	513,000		513,000	540,500
Police	7,434,500		7,434,500	7,349,000
Code Compliance	320,500		320,500	315,500
Fire	3,248,500		3,248,500	3,066,000
Fire & Building Safety	287,000		287,000	296,500
Contingency	7,971,000		7,971,000	7,644,500
Total General Fund	\$ 26,221,500	\$	\$ 26,221,500	\$ 25,991,500
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 2,195,000	\$	\$ 2,195,000	\$ 2,477,000
LTAF Fund	294,000		294,000	396,000
Municipal Court Fund	748,500		748,500	568,500
Municipal Court Enhancement Fund	1,394,500		1,394,500	790,000
CDBG Fund	580,000		580,000	
Special Projects Fund	10,338,500		10,338,500	10,521,500
Police Towing Fund	180,000		180,000	221,000
Photo Radar Fund	1,225,000		1,225,000	485,000
Total Special Revenue Funds	\$ 16,955,500	\$	\$ 16,955,500	\$ 15,459,000
DEBT SERVICE FUNDS				
Debt Service Fund	\$ 1,216,500	\$	\$ 1,216,500	\$ 1,135,000
Total Debt Service Funds	\$ 1,216,500	\$	\$ 1,216,500	\$ 1,135,000
CAPITAL PROJECTS FUNDS				
Capital - Streets Fund	\$ 27,132,000	\$	\$ 27,132,000	\$ 23,332,500
Capital - Parks Improvement Fund				
DIF Municipal Facilities Fund				
Total Capital Projects Funds	\$ 27,132,000	\$	\$ 27,132,000	\$ 23,332,500
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Sanitation Fund	\$ 1,067,000	\$	\$ 1,067,000	\$ 1,129,500
Sewer Fund	4,601,000		4,601,000	3,912,000
Water Fund	10,456,000		10,456,000	10,529,000
Total Enterprise Funds	\$ 16,124,000	\$	\$ 16,124,000	\$ 15,570,500
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 87,649,500	\$	\$ 87,649,500	\$ 81,488,500

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Expenditures/Expenses by Department
Fiscal Year 2017

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
City Clerk:				
General Fund	\$ _____	\$ _____	\$ _____	\$ _____
List other funds	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Department Total	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>

List Department:

General Fund	\$ _____	\$ _____	\$ _____	\$ _____
List other funds	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Department Total	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>

List Department:

General Fund	\$ _____	\$ _____	\$ _____	\$ _____
List other funds	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Department Total	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
GENERAL FUND	128	\$ 9,048,000	\$ 1,574,000	\$ 1,149,000	\$ 1,079,000	\$ 12,850,000
SPECIAL REVENUE FUNDS						
Municipal Court Fund	8	\$ 471,000	45,000	66,000	\$ 51,000	\$ 633,000
Highway User Revenue Fund	4	185,000	23,000	42,000	42,500	292,500
Total Special Revenue Funds	12	\$ 656,000	\$ 68,000	\$ 108,000	\$ 93,500	\$ 925,500
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
Water Fund	23	\$ 1,317,500	\$ 145,000	\$ 179,000	\$ 166,000	\$ 1,807,500
Sewer Fund	8	415,500	48,000	82,000	58,000	603,500
Total Enterprise Funds	31	\$ 1,733,000	\$ 193,000	\$ 261,000	\$ 224,000	\$ 2,411,000
INTERNAL SERVICE FUND						
		\$	\$	\$	\$	\$
Total Internal Service Fund		\$	\$	\$	\$	\$
TOTAL ALL FUNDS	171	\$ 11,437,000	\$ 1,835,000	\$ 1,518,000	\$ 1,396,500	\$ 16,186,500