

**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, AUGUST 16, 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. PROCLAMATIONS

P1. Proclamation to recognize National Stepfamily Day, September 16, 2016 (Administration)

P2. Proclamation to recognize Grandfamily/Kinship Care Month, September, 2016 (Administration)

IV. PRESENTATION

P3. Presentation of the “Running Man Challenge” (Police Department)

P4. Presentation by Operational Services Department to inform City Council about the current condition, location, and cost for block wall maintenance throughout the City (Public Works)

V. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be

addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

VI. CONSENT AGENDA

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

1. Consideration and action approving the minutes of the Regular Council Meeting held Wednesday, July 13, 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 ARS §41-151.12(3). (City Clerk)
3. Consideration and action to approve destruction of Personnel Records that have reached the end of their retention period as authorized under ARS §41-151.12(3). (Human Resources)
4. Consideration and action to approve the destruction of municipal documents that reached the end of their retention period as authorized under ARS §41-151.12(3). (Building & Life Safety)
5. Consideration and action to authorize the Deputy City Manager/Finance Director to make budget adjustments for FY 2016/17 revenue accounts. (Finance)
6. Consideration and action to authorize the City Manager to order 508 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the estimated amount of \$105,156. (Public Works)

VII. REGULAR AGENDA

- A. Consideration and action to approve the purchase of three (3) new marked patrol vehicles and one (1) new unmarked patrol vehicle, at a total cost of \$200,000, under State Contract #DSPO13-038802, that were approved in the FY 2016/17 CIP Budget. (Police Department).
- B. Consideration and action to approve the purchase of one (1) Fire command vehicle in the total amount of \$30,942.52, under State Contract ADSPO13-049554, that was approved in the FY 2016/1 CIP Budget. (Fire Department)
- C. Public hearing, closure of public hearing, followed by Council's consideration and action to recommend to the Arizona Department of Liquor Licenses & Control approval/disapproval of an application for a license for R-G Mini Mart at 12239 NW Grand Avenue. (Police Department)

- D.** Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit for a Wireless Communication Facility (monopole) at 12800 N. 127th Lane, and authorize the City Manager to enter into a lease agreement. (Development & Community Services)
- E.** Public hearing, closure of public hearing, followed by consideration and action to approve a subdivision final plat, “Dysart & Thunderbird Center Two” at the southeast corner of Dysart Road and Thunderbird Road. (Development & Community Services)

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. Items to be discussed will include, but not be limited to, the following:

- 1. El Mirage Salute to Veterans Event Grant Donations
 - a. \$3,000 Arizona Commission of the Arts
 - b. \$4,000 Lottery Fund
- 2. Elections – Poll Workers Needed
- 3. Website Re-design Presentation
- 4. New Employees – Police

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.

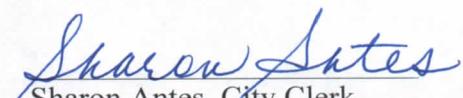
X. EXECUTIVE SESSION

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

XI. ADJOURNMENT

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

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF AUGUST 16, 2016
I hereby certify that this agenda was posted by 5:00 p.m. on August 12, 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

*Office of the Mayor
City of El Mirage*

**PROCLAMATION
NATIONAL STEPFAMILY DAY
SEPTEMBER 16, 2016**

WHEREAS, National Stepfamily Day is committed to support the stepfamilies of our nation in their mission to raise their children, create strong family structures, and instill a sense of responsibility to all extended family members; and

WHEREAS, approximately half of all Americans are currently involved in some form of stepfamily relationship; and

WHEREAS, it is the vision of National Stepfamily Day that all stepfamilies in the United States be accepted, supported, and successful; and

WHEREAS, the City of El Mirage has been blessed by loving stepparents and stepchildren who are daily reminders of the joy, trials, and triumphs of the stepfamily experience and of the boundless love contained in the bond between all types of parents and children; and

WHEREAS, National Stepfamily Day is a day to celebrate the many invaluable contributions stepfamilies have made to enriching the lives and life experience of the children and parents of America and to strengthening the fabric of American families and society.

NOW, THEREFORE, the City of El Mirage proclaims September 16, 2016 as National Stepfamily Day.

IN WITNESS THEREOF, I, Mayor Lana Mook, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 16th day of August, 2016.

Lana Mook, Mayor

*Office of the Mayor
City of El Mirage*

**PROCLAMATION
GRANDFAMILY/KINSHIP CARE MONTH
SEPTEMBER 2016**

WHEREAS, the Arizona Grandparent Ambassadors is a growing support network for grandparents who are raising their grandchildren; and

WHEREAS, the mission of Arizona Grandparent Ambassadors is to support, mobilize, educate, and advocate for Arizona's grandparents who are raising their grandchildren; and

WHEREAS, according to the U.S. Census, 67,000 children in Arizona are being raised by their Grandparents. This is 5% of Arizona's children; and

WHEREAS, keeping families together and strong is a basic American Value that is shared no matter your race, your political party, or where you live; and

WHEREAS, relationships with family members are crucial for the healthy development of children; and

WHEREAS, children who are raised by their grandparents are less likely to disrupt their placements in comparison to children in foster care or group homes;

WHEREAS, the City of El Mirage is proud to recognize grandparents and other relatives who raise children in kinship care to ensure their safety and promote their well-being.

NOW, THEREFORE, the City of El Mirage proclaims the month of September, 2016 as Grandfamily/Kinship Care Month.

IN WITNESS THEREOF, I, Mayor Lana Mook, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 16th day of August, 2016.

Lana Mook, Mayor

Location Overview

City Owned Walls
7,300 square ft.

Shared Walls
800,200 square ft.

Privately Owned Walls
685,800 square ft.



REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>08/01/2016</u></p> <p>DATE ACTION REQUESTED: <u>08/16/2016</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: Approval of Minutes</p>	<p>SUBJECT: Consideration and action approving the minutes of the Regular Council Meeting held Wednesday, July 13, 2016.</p>
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TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>pro</i>
RECOMMENDATION: Approve minutes of the Regular Council Meeting held Wednesday, July 13, 2016.
PROPOSED MOTION: I move to approve minutes of Council meetings as presented.
ATTACHMENTS: Draft Minutes

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

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

Robert Niles
Robert Niles 8/16/16
Date

Approved as to Form:

Robert M. Hall
Robert M. Hall 8/10/16
Date

City Manager:

Dr. Spencer A. Isom
Dr. Spencer A. Isom 8/11/16
Date

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM – WEDNESDAY, JULY 13, 2016**

Minutes

I. ROLL CALL

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

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PROCLAMATIONS

- P1.** Proclamation to support Drowning Impact Awareness Month, August, 2016
(Fire Department)

Firefighter David Cleveland stated that for the past 13 years, Phoenix Children's Hospital has asked communities throughout Arizona to support August as Drowning Impact Awareness Month. Drowning is the third most common cause of accidental death that is 100% preventable. Focused adult supervision, isolation fencing with self-closing, self-latching gates and the ability to swim by the age of 8 can prevent this accident. This proclamation increases awareness of watching children around water, promotes water safety as a whole and will be displayed at Phoenix Children's Hospital during the month of August.

Mayor Mook proclaimed and recognized August 1-31, 2016 as Drowning Impact Awareness Month in the City of El Mirage.

- P2.** Proclamation to recognize Child Support Awareness Month, August, 2016
(Administration)

PR Manager Amber Wakeman reported the Arizona Department of Economic Security Division of Child Support Services has asked cities and counties in the State of Arizona to recognize August 2016 as Child Support Awareness Month. This increases the awareness of bettering lives of children and making sure they have the tools to succeed. The Proclamation will be on display at the Department of Economic Security. Charles Richard, Assistant Director of Child Support Services of the Department of Economic Security accepted the Proclamation. Mr. Richard pointed out this is the number one issue in the state.

Mayor Mook proclaimed the month of August as Child Support Awareness Month.

IV. PRESENTATION

- P3.** Presentation by Banner Boswell Medical Center CEO Dave Cheney to inform the Mayor and Council about recent hospital improvements (Administration)

PR Manager Amber Wakeman introduced CEO Dave Cheney to report on improvements made at the Boswell and Mr. Cheney introduced Director of Public Relations Jeff Nelson also present. Mr. Cheney explained that Boswell Hospital is part of Banner Health which is headquartered in Phoenix; he gave statistics about the Banner Health system. Boswell currently has 525 licensed beds with 42 ER treatment bays. They receive 47,000 ER visits annually of which 1,600 are pediatric. Nearly 9,000 surgeries are performed each year in 16 operating rooms and 16,800 patients are admitted annually. Boswell has a reputation for excellence, earning the 2015 Stroke Gold-Plus Quality Achievement Award from the American Heart/American Stroke Association, being recognized on the Truven Health Analytics' Top 100 Hospitals list for four years, and having a consistent "A" Grade for patient safety. Boswell has 1,800 employees, 800 physicians and 775 volunteers. Eighty two employees are El Mirage residents and 16 El Mirage residents (all teens) serve as volunteers. Banner is the base hospital for the El Mirage Fire Department with 3,900 El Mirage residents receiving care at Banner Boswell last year.

Mr. Cheney reported on the Banner MD Anderson Radiation Oncology Clinic that opened a free-standing radiation oncology center last September, the replacement of two existing electrophysiology (EP) labs and the addition of a third EP lab, the launching of an advanced robotic-assisted surgery program, kicking off a long-term project to become an all-private room hospital, and converting a space to add a new 24-bed private room unit for monitoring heart patients.

Upcoming projects include emergency room, ER waiting room and main entrance improvements to improve patient flow and privacy. The operating theatre has added a new hybrid operating room, eight operating rooms are scheduled for remodeling, and the heart catheterization lab was recently renovated.

Mayor Mook asked if Boswell specializes in a specific area of treatment and Mr. Cheney responded that their areas of specialization are oncology, cardiovascular, orthopedics and neurology.

Councilor Jones stated he was thankful to be enlightened on the improvements at Boswell and complimented Mr. Cheney on his presentation.

Mr. Cheney concluded by stating that the City should be very proud of its Fire Department; as a former paramedic, he is very pleased to work with the high caliber professionalism displayed by the El Mirage Fire Department.

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, June 21, 2016, the Special Council Meeting held Tuesday, June 28, 2016, and the Special Council Meeting held Wednesday, July 6, 2016. (City Clerk)
2. Consideration and action to apply, accept, and implement, if awarded, FY 2016/17 DPS/VOCA renewal grant funds for the Police Victim Assistance Unit. (Police Department)

Vice Mayor Ramirez moved to approve all items listed on the Consent Agenda as presented; seconded by Councilor Jones. Motion carried unanimously (6/0).

Mayor Mook made an announcement that Regular Agenda Item C will be moved to follow the Mayor and Council Comments and Summary.

VII. REGULAR AGENDA

- A. Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit for a mural at the Dysart Community Center located at 14414 N. El Mirage Road. (Development & Community Services)

Development Services Coordinator Jose Macias presented the request for a Conditional Use Permit to paint a mural at the Dysart Community Center located at 14414 N. El Mirage Road (corner of El Mirage Road and Well Street). The mural will be a 12 foot by 20 foot mural on the south wall facing El Mirage Road. A photo rendering of the mural by artist Hugo Medina was presented. City staff has reviewed and has no objections to the proposal and recommends approval of the Conditional Use Permit. The Planning & Zoning Commission held a meeting on June 14, 2016 and recommend approval of the Conditional Use Permit with a 3-0

vote. Dysart Community Center Director Mike Cassidy was present to answer questions.

Mayor Mook commented it appears to be a mural of the City's history and she believes it is "awesome."

Councilor Jones reported he attended the Planning & Zoning meeting where this was presented and he is very excited to see this representation of the City's heritage. He asked if the project is tied to the West Valley Arts Council and Mr. Cassidy confirmed that it is connected. Councilor Jones believes the mural will represent El Mirage very nicely.

Mr. Cassidy described the area where the mural will be located and stated the project was started with a group of teens to get them to consider doing positive things in their community. The goal was for them to have a sense of pride in their heritage and community; to know where they came from and instill pride in the community. He explained the concept of the draft drawing which is to recognize and honor the migrant workers who settled the community and pay tribute to those who continued to improve the community. A bit of the past, present and future is represented in the mural showing the community as a puzzle to emphasize that no one is an island and no one does it all on their own; it takes public safety, government, economy, education and health care to make a community healthy. A plaque will be placed next to the mural to explain the meaning and intent.

Mayor Mook stated she volunteers at the Senior Center and has asked long-time residents why they came to El Mirage and the majority stated they wanted to settle and provide their children with a consistent education. They are very proud of the educational accomplishments of their children and grandchildren.

Councilor Shapera said he would like to see it on the City website when it is completed and commended Mr. Cassidy for his presentation.

Vice Mayor Ramirez reported that being the son of a migrant worker, he knows the value of all the people who settled in El Mirage. Across the street from his home, there are hundreds of acres of watermelon which were just beginning to be harvested. On a recent trip to New Mexico and while in a supermarket in Las Cruces he saw boxes of watermelons from the field across the street from his home in Arizona; and he stated he was very proud to see that.

Mayor Mook opened the Public Hearing
No comments were received
Mayor Mook closed the Public Hearing

Vice Mayor Ramirez moved to open and close the public hearing and approve a Conditional Use Permit for a mural at the Dysart Community Center; seconded by Councilor Jones. Motion carried unanimously (6/0).

B. Consideration and action to authorize the City Manager to enter into a construction contract with RK Sanders, Inc. to construct three (3) new sanitary

sewer stubs along El Mirage Road between Olive Avenue and Mountain View Road in an amount of \$54,075 including contingency. (Development & Community Services)

Development and Community Services Director/City Engineer Jorge Gastelum explained this is the El Mirage Road infrastructure project approved for the phase between Olive Avenue and Mountain View Road. The project consists of installing three sanitary sewer stubs to the west side of El Mirage Road to provide connections for future developments. Constructing the mains now will avoid removing and replacing pavement to be installed by MCDOT in 2017 along El Mirage Road. City staff provided in-house design and advertised the project in June 2016. Four bids were received and RK Sanders, Inc. provided the amended lowest bid at \$49,075; the original bid was \$53,275 but staff was able to eliminate a number of items to reduce the overall costs. Adding in a \$5,000 contingency, the total project cost is \$54,075. Mr. Gastelum also reported that John F. Long has agreed to reimburse the City for these Phase I costs and he is working with them regarding Phase II of the project on Olive Avenue and Dysart.

Councilor Selby stated he is pleased to see that work is being done now to prevent the need for tearing up new pavement in the future. He asked about the need to tear up the street for APS in the future and was advised by Mr. Gastelum that APS is currently installing the conduit underground to provide for future overhead lights.

Councilor Shapera asked if there were sewer stubs on Thunderbird Road and 127th Avenue; Mr. Gastelum replied he knows there are water services extended to the property line and he will check on the sewer stubs.

Vice Mayor Ramirez moved to authorize the City Manager to enter into a construction contract with RK Sanders, Inc. to construct three (3) new sanitary sewer stubs along El Mirage Road between Olive Avenue and Mountain View Road in an amount of \$54,075 including contingency; seconded by Councilor Jones. Motion carried unanimously (6/0).

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. Items to be discussed will include, but not be limited to, the following:

1. New Employees

City Manager Isom asked Police Chief Terry McDonald to introduce the new Police Department Employees.

Chief McDonald introduced Veronica Garay who began working with the Police Department on June 20th as the new receptionist and office assistant for the Police Department. She comes from the Maricopa County Office of Medical Examiners and speaks fluent Spanish. She enjoys reading, bike riding, and spending time with her 18-year-old son. Ms. Garay advised Council she is very happy to be at the City of

El Mirage in the Police Department and looks forward to serving everyone who comes through the door.

Chief McDonald also introduced the newest Police Officer, Terri Belisle, who started at the Police Department on June 22nd. She graduated from the Glendale Law Officers Academy in May of 2016. Prior to her graduation she was a Detention Officer with the City of Glendale. She has previous experience in the veterinary field as a technician and enjoys riding horses and mountain bikes. Officer Belisle stated she is originally from Massachusetts and has resided in Arizona about two years (and she does not miss shoveling snow after work!). She thanked Chief McDonald and everyone else at the Police Department for giving her an opportunity to work for the City of El Mirage.

Chief McDonald reported that the El Mirage Police Department will be hosting the West Valley DUI Task Force on Saturday, July 16, 2016 and stated that prevention is the number one goal. The operation is not secretive and wanted Councilors to be aware of a higher presence of police officers in case they are questioned; the operation will begin at 7:00 pm.

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.

No comments were received from the Mayor or Councilmembers.

Vice Mayor Ramirez moved to convene into Executive Session for consideration of Agenda Item C; seconded by Councilor Jones. Motion carried unanimously (6/0).

Vice Mayor Ramirez moved to reconvene into Regular Session; seconded by Councilor Jones. Motion carried unanimously (6/0).

- C.** Consideration and action authorizing a special committee for the purpose of working with staff to review the Dysart Ranchettes irrigation system. (Administration)

Vice Mayor Ramirez moved to create a special committee for the purpose of working with staff to review the Dysart Ranchettes irrigation system and to accept the Mayor's recommendation to appoint Councilor Jones and Vice Mayor Ramirez as committee members; seconded by Councilor Jones. Motion carried unanimously (6/0).

X. ADJOURNMENT

Meeting was adjourned at 7:36 p.m.

Lana Mook, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify the foregoing minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Wednesday, July 13, 2016 and a quorum was present.

Sharon Antes, City Clerk

DRAFT



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>07/13/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Records Destruction	SUBJECT: Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under ARS §41-151.12(3).
DATE ACTION REQUESTED: <u>08/16/2016</u>		
___ REGULAR ___ <u>X</u> CONSENT		

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>sra</i>
RECOMMENDATION: Approve the destruction of municipal documents as authorized under ARS §41-151.12(3).
PROPOSED MOTION: I make a motion to approve the destruction of municipal documents as presented.
ATTACHMENTS: Certificate of Records Destruction

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

FISCAL IMPACT: \$10.00 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 10-490-313

BALANCE IN LINE ITEM IF APPROVED: \$1980.00

Deputy City Manager/Finance Director:
Shirley Lewis for _____
 Robert Niles Date 8/11/16

Approved as to Form:
Robert M. Hall sra _____
 Robert M. Hall, City Attorney Date 8/10/16

City Manager:
Spencer A. Isom _____
 Dr. Spencer A. Isom Date 8/11/16



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

ARCHIVES AND RECORDS MANAGEMENT

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

City Clerk

Department Administration

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
Referendum Petition - Hernandez - Not referable	000-12-65	15c.	11.16.2004	11.18.2004	Paper	1 File
Unsuccessful bid documents - Old Fire Station	000-11-54	2	9.30.1997	9.30.1997	Paper	12 Files
Professional Services Contract - Grant Writer - Vega	GS1018	10463c.	8.14.2003	8.13.2004	Paper	1 File
Professional Services Contract - Grant Writer - Olea	GS1018	10463e.	8.14.2003	8.13.2004	Paper	1 File
Professional Services Contract - Grant Writer - Lore	GS1018	10463e.	8.13.2003	8.13.2004	Paper	1 File
Bid Proposal - American LaFrance Custom Defender Pumper	000-11-54	2	12.15.1999	12.15.1999	Paper	1 File
Request for Qualifications - Gentry Park Improvement	000-11-54	2	9.14.2002	9.14.2002	Paper	1 File

Name (type or print):

Sharon Antes

Signature:

Sharon Antes

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

City Clerk

E-Mail:

santes@cityofelmirage.org

Phone :

623-876-2943

Date:

16-Aug-16

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>
Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



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** _____

Department Human Resources **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
Employee Personnel Records	GS 1006 (Rev)	20704	8/24/1998	6/30/2011	Paper	12 files
Hiring/Selection Records	GS 1006 (Rev)	20722	4/15/2013	1/21/2014	Paper	20 files

Name (type or print):
Sandra King

Title: Records Officer or Designee (type or print):
Human Resources Director

Phone: 623-876-2952

Signature: *Sandra King*

E-Mail: sking@cityofelmirage.org

Date: 8/1/2016

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>
Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>07/13/2016</u></p> <p>DATE ACTION REQUESTED: <u>08/16/2016</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: Records Destruction</p>	<p>SUBJECT: Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under ARS §41-151.12(3).</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Mary Dickson, Building Official <i>MD</i></p>
<p>RECOMMENDATION: Approve the destruction of municipal documents as authorized under ARS §41-151.12(3).</p>
<p>PROPOSED MOTION: I make a motion to approve the destruction of municipal documents as presented.</p>
<p>ATTACHMENTS: Certificate of Records Destruction</p>

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 Human Resources Office and keep the City compliant with state law.

FISCAL IMPACT: \$10.00 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 10-490-313

BALANCE IN LINE ITEM IF APPROVED: \$1990.00

Deputy City Manager/Finance Director:

Christy Escobar

Robert Niles

8/11/16

Date

Approved as to Form:

Robert M. Hall

Robert M. Hall, City Attorney

8/10/16

Date

City Manager:

Spencer A. Isom

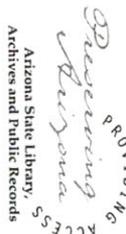
Dr. Spencer A. Isom

8/11/16

Date



**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 5 of 5

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 Fire Department

Building Fire Department

Department Fire, Building and Life Safety

Office/Unit Building

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
Housing Rehabilitation Records/Brown, de la Torre, Lopez, Velasquez	000-12-57	12(b)	1.17.2000	3.15.2010	Paper	5 Files
Various Non-Client Housing Records	000-12-57	12(b)	1.1.2000	3.30.2010	Paper	25 Files

Name (type or print):
Mary Dickson

Title: Records Officer or Designee (type or print):
Building Official

Phone :
623-876-3508

Signature:
Mary Dickson

E-Mail:
mdickson@cityofelmirage.org

Date:
16-Aug-16

RECORDS MANAGEMENT CENTER

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REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 07/26/2016	TYPE OF ACTION:	SUBJECT: Consideration and action to authorize the Deputy City Manager/Finance Director to make budget adjustments for FY2016-2017 revenue accounts.
DATE ACTION REQUESTED: 08/16/2016	___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER:	
___ REGULAR <u>X</u> CONSENT		

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director
RECOMMENDATION: Authorize the Deputy City Manager/Finance Director to make budget adjustments for FY2016-2017 revenue accounts as detailed in the attached document.
PROPOSED MOTION: I move to authorize the Deputy City Manager/Finance Director to make budget adjustments as presented.
ATTACHMENTS: FY2016-2017 budget adjustment document.

DISCUSSION: To authorize the transfers necessary to adjust the balance of the FY2016-2017 revenue accounts as detailed in the attached document.

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 for 8/11/16
Robert Nilles Date

Approved as to form:
Robert M. Hall 8/10/16
Robert M. Hall, City Attorney Date

City Manager:
Dr. Spencer A. Isom 8/11/16
Dr. Spencer A. Isom Date

The following budget transfers will be done to reconcile the revenues per the budget book to the State Budget Schedules.

Decrease: Fund 56 – Capital Projects – Streets (\$1,453,000)

Increase:	Fund 52 – Sanitation	\$ 50,000
	Fund 53 – Water	\$580,000
	Fund 54 – Sewer	\$ 8,000
	Fund 73 – Special Projects	\$815,000

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>08/08/2016</u> DATE ACTION REQUESTED: <u>08/16/2016</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Contract Purchase	SUBJECT: Consideration and action to authorize the City Manager to order 508 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the estimated amount of \$105,156.
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TO: Mayor and Council
FROM: James P. Shano, P.E., C.P.M. – Deputy City Manager / Public Works Director <i>JPS</i>
RECOMMENDATION: Approve authorization of the City Manager to order 508 acre feet of Central Arizona Project (CAP) water and associated fees in the amount of \$105,156.
PROPOSED MOTION: I move to authorize the City Manager to execute the 508 AF of CAP water as presented.
ATTACHMENT: Contract, CAP Rate Structure

DISCUSSION: The City pumps approximately 5,000 AF of groundwater annually, which requires replenishment. The City’s long-term strategic plan utilizes four types of water supplies to meet the 5,000 AF replenishment demand: effluent recharge, CAP recharge, long-term storage credits, and extinguishment credits. Currently the City has an annual allotment of 508 AF from CAP. CAP requires water allocations for calendar year 2017 to be ordered before October 3, 2016. This request is to authorize placement of the 2017 order of 508 AF from CAP.

FISCAL IMPACT: The CAP rate is anticipated to be \$207.00 per AF (\$164.00 delivery, \$31.00 capital costs, and \$12.00 recharge/storage). Total cost is \$105,156.00 for the 508 AF. This is a significant savings over other recharge options.

DEPARTMENT LINE ITEM ACCOUNT: Assured Water Supply 53-403-482

BALANCE IN LINE ITEM IF APPROVED: \$2,092,056

Deputy City Manager/Finance Director:

Robert Niles 8/11/16
 Robert Niles Date

Approved as to Form:

Robert M. Hall 8/10/16
 Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 8/11/16
 Dr. Spencer A. Isom Date

Subcontract No. 07-XX-30-W0504

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SUBCONTRACT AMONG THE UNITED STATES,
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT,
AND THE CITY OF EL MIRAGE
PROVIDING FOR WATER SERVICE

CENTRAL ARIZONA PROJECT

1. PREAMBLE:

THIS SUBCONTRACT, made this 13th day of July, 2007,
in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory
thereof or supplementary thereto, including but not limited to the Boulder Canyon Project
Act of December 21, 1928 (45 Stat. 1057), as amended, the Reclamation Project Act of
August 4, 1939 (53 Stat. 1187), as amended, the Reclamation Reform Act of October
12, 1982 (96 Stat. 1263), and particularly the Colorado River Basin Project Act of
September 30, 1968 (82 Stat. 885), as amended, and the Arizona Water Settlements Act
(118 Stat. 3478), all collectively hereinafter referred to as the "Federal Reclamation
Laws," among the UNITED STATES OF AMERICA, hereinafter referred to as the
"United States" acting through the Secretary of the Interior, the CENTRAL ARIZONA
WATER CONSERVATION DISTRICT, hereinafter referred to as the "Contractor," a
water conservation district organized under the laws of Arizona, with its principal place of
business in Phoenix, Arizona, and the CITY OF EL MIRAGE, hereinafter referred to as
the "Subcontractor," with its principal place of business in El Mirage, Arizona;

WITNESSETH, THAT:

1 **2. EXPLANATORY RECITALS:**

2 **WHEREAS**, the Colorado River Basin Project Act provides, among other
3 things, that for the purposes of furnishing irrigation and municipal and industrial water
4 supplies to water deficient areas of Arizona and western New Mexico through direct
5 diversion or exchange of water, control of floods, conservation and development of fish
6 and wildlife resources, enhancement of recreation opportunities, and for other purposes,
7 the Secretary of the Interior shall construct, operate, and maintain the Central Arizona
8 Project; and

9 **WHEREAS**, pursuant to the provisions of Arizona Revised Statutes §§ 48-
10 3701, *et seq.*, the Contractor has been organized with the power to enter into a contract
11 or contracts with the Secretary of the Interior to accomplish the purposes of Arizona
12 Revised Statutes, §§ 48-3701, *et seq.*; and

13 **WHEREAS**, pursuant to Section 304(b)(1) of the Colorado River Basin
14 Project Act, the Secretary of the Interior has determined that it is necessary to effect
15 repayment of the cost of constructing the Central Arizona Project pursuant to a master
16 contract and that the United States, together with the Contractor, shall be a party to
17 contracts that are in conformity with and subsidiary to the master contract; and

18 **WHEREAS**, the United States and the Contractor entered into Contract
19 No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, hereinafter referred to
20 as the "Repayment Contract," a copy of which is attached hereto as Exhibit "A" and by
21 this reference made a part hereof, whereby the Contractor agrees to repay to the United
22 States the reimbursable costs of the Central Arizona Project allocated to the Contractor;
23 and

24 **WHEREAS**, the Subcontractor is in need of a water supply and desires to
25 subcontract with the United States and the Contractor for water service from water
26 supplies available under the Central Arizona Project; and

1 **WHEREAS**, upon completion of the Central Arizona Project, water shall be
2 available for delivery to the Subcontractor;

3 **NOW THEREFORE**, in consideration of the mutual and dependent
4 covenants herein contained, it is agreed as follows:

5 **3. DEFINITIONS:**

6 Definitions included in the Repayment Contract are applicable to this
7 subcontract; provided, however, that the terms "Agricultural Water" or "Irrigation Water"
8 shall mean water used for the purposes defined in the Repayment Contract on tracts of
9 land operated in units of more than 5 acres. The first letters of terms so defined are
10 capitalized herein. As heretofore indicated, a copy of the Repayment Contract is
11 attached as Exhibit "A." In addition, the following definitions shall apply to this
12 subcontract:

13 (a) "Available CAP Supply" shall mean for any given Year all Fourth
14 Priority Water available for delivery through the Central Arizona Project, water available
15 from CAP dams and reservoirs other than Modified Roosevelt Dam, and return flows
16 captured by the Secretary for CAP use.

17 (b) "Fourth Priority Water" shall mean Colorado River water available
18 for delivery within the State of Arizona for satisfaction of entitlements: (1) pursuant to
19 contracts, Secretarial reservations, perfected rights, and other arrangements between
20 the United States and water users in the State entered into or established subsequent to
21 September 30, 1968, for use on Federal, State, or privately owned lands in the State (for
22 a total quantity not to exceed 164,652 acre-feet of diversions annually); and (2), after
23 first providing for the delivery of water under 43 U.S.C. §1524(e), pursuant to the
24 Repayment Contract for the delivery of Colorado River water for the CAP including use
25 of Colorado River water on Indian lands.
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4. DELIVERY OF WATER:

4.1 Obligations of the United States. Subject to the terms, conditions, and provisions set forth herein and in the Repayment Contract, during such periods as it operates and maintains the Project Works, the United States shall deliver Project Water for M&I use by the Subcontractor. The United States shall use all reasonable diligence to make available to the Subcontractor the quantity of Project Water specified in the schedule submitted by the Subcontractor in accordance with Article 4.4. After transfer of OM&R to the Operating Agency, the United States shall make deliveries of Project Water to the Operating Agency which shall make subsequent delivery to the Subcontractor as provided herein.

4.2 Term of Subcontract. This subcontract shall become effective upon the later of: (i) the date on which it is confirmed as provided for in Article 6.12; (ii) the date on which the Secretary of the Interior publishes in the Federal Register the statement of findings described in section 207(c)(1) of the Arizona Water Settlements Act, 118 Stat. 3478; and (iii) the date on which the Subcontractor has paid or provided for payment of past M&I water service capital charges as required by the Contractor. This subcontract shall be for permanent service as that term is used in Section 5 of the Boulder Canyon Project Act of 1928, 43 U.S.C. §617d. Project Water shall be delivered under the terms of this subcontract for a period of 100 years beginning January 1 of the Year following that in which the subcontract becomes effective; provided, that this subcontract may be renewed upon written request by the Subcontractor upon terms and conditions of renewal to be agreed upon not later than 1 year prior to the expiration of this subcontract; and provided, further, that such terms and conditions shall be consistent with Article 9.9 of the Repayment Contract.

1 4.3 Conditions Relating to Delivery and Use. Delivery and use of water
2 under this subcontract is conditioned on the following, and the Subcontractor hereby
3 agrees that:

4 (a) All uses of Project Water and Return Flow shall be consistent
5 with Arizona water law unless such law is inconsistent with the Congressional directives
6 applicable to the Central Arizona Project.

7 (b) The system or systems through which water for Agricultural,
8 M&I (including underground storage), and Miscellaneous purposes is conveyed after
9 delivery to the Subcontractor shall consist of pipelines, canals, distribution systems, or
10 other conduits provided and maintained with linings adequate in the Contracting Officer's
11 judgment to prevent excessive conveyance losses.

12 (c) The Subcontractor shall not pump, or within its legal
13 authority, permit others to pump ground water from within the exterior boundaries of the
14 Subcontractor's service area, which has been delineated on a map filed with the Con-
15 tractor and approved by the Contractor and the Contracting Officer, for use outside of
16 said service area unless such pumping is permitted under Title 45, Chapter 2, Arizona
17 Revised Statutes, as it may be amended from time to time, and the Contracting Officer,
18 the Contractor, and the Subcontractor shall agree, or shall have previously agreed, that
19 a surplus of ground water exists and drainage is or was required; provided, however,
20 that such pumping may be approved by the Contracting Officer and the Contractor, and
21 approval shall not be unreasonably withheld, if such pumping is in accord with the Basin
22 Project Act and upon submittal by the Subcontractor of a written certification from the
23 Arizona Department of Water Resources or its successor agency that the pumping and
24 transportation of ground water is in accord with Title 45, Chapter 2, Arizona Revised
25 Statutes, as it may be amended from time to time.

1 (d) The Subcontractor shall not sell, lease, exchange, forbear or
2 otherwise transfer Project Water; provided, however, that this does not prohibit
3 exchanges of Project Water within the State of Arizona covered by separate
4 agreements; and provided, further, that this does not prohibit effluent exchanges with
5 Indian tribes pursuant to Article 6.2; and provided, further, that this does not prohibit the
6 resale or exchange of Project Water within the State of Arizona pursuant to Subarticle
7 4.3(e).

8 (e)(i) Project Water scheduled for delivery in any Year under this
9 subcontract may be used by the Subcontractor or resold, or exchanged by the
10 Subcontractor pursuant to appropriate agreements approved by the Contracting Officer
11 and the Contractor. If said water is resold or exchanged by the Subcontractor for an
12 amount in excess of that which the Subcontractor is obligated to pay under this
13 subcontract, the excess amount shall be paid forthwith by the Subcontractor to the
14 Contractor for application against the Contractor's Repayment Obligation to the United
15 States; provided, however, that the Subcontractor shall be entitled to recover actual
16 costs of transportation, treatment, and distribution, including but not limited to capital
17 costs and OM&R costs.

18 (ii) Project Water scheduled for delivery in any Year under
19 this subcontract that cannot be used, resold, or exchanged by the Subcontractor may be
20 made available by the Contracting Officer and Contractor to other users. If such Project
21 Water is sold to or exchanged with other users, the Subcontractor shall be relieved of its
22 payments hereunder only to the extent of the amount paid to the Contractor by such
23 other users, but not to exceed the amount the Subcontractor is obligated to pay under
24 this subcontract for said water.

25 (iii) In the event the Subcontractor or the Contracting
26 Officer and the Contractor are unable to sell any portion of the Subcontractor's Project

1 Water scheduled for delivery and not required by the Subcontractor, the Subcontractor
2 shall be relieved of the pumping energy portion of the OM&R charges associated with
3 the undelivered water as determined by the Contractor.

4 (f) Notwithstanding any other provision of this subcontract,
5 Project Water shall not be delivered to the Subcontractor unless and until the
6 Subcontractor has obtained final environmental clearance from the United States for the
7 system or systems through which Project Water is to be conveyed after delivery to the
8 Subcontractor at the Subcontractor's Project turnout(s). Such system(s) shall include all
9 pipelines, canals, distribution systems, treatment, storage, and other facilities through or
10 in which Project Water is conveyed, stored, or treated after delivery to the Subcontractor
11 at the Subcontractor's Project turnout(s). In each instance, final environmental
12 clearance will be based upon a review by the United States of the Subcontractor's plans
13 for taking and using Project Water and will be given or withheld by the United States in
14 accordance with the Final Environmental Impact Statement -- Water Allocations and
15 Water Service Contracting (FES 82-7, filed March 19, 1982) and the National
16 Environmental Policy Act of 1969 (83 Stat. 852). Any additional action(s) required on
17 behalf of the Subcontractor in order to obtain final environmental clearance from the
18 United States will be identified to the Subcontractor by the United States, and no Project
19 Water shall be delivered to the Subcontractor unless and until the Subcontractor has
20 completed all such action(s) to the satisfaction of the United States.

21 4.4 Procedure for Ordering Water.

22 (a) At least 15 months prior to the date the Secretary expects to
23 issue the Notice of Completion of the Water Supply System, or as soon thereafter as is
24 practicable, the Contracting Officer shall announce by written notice to the Contractor the
25 amount of Project Water available for delivery during the Year in which said Notice of
26 Completion is issued (initial Year of water delivery) and during the following Year. Within

1 30 days of receiving such notice, the Contractor shall issue a notice of availability of
2 Project Water to the Subcontractor. The Subcontractor shall, within a reasonable period
3 of time as determined by the Contractor, submit a written schedule to the Contractor and
4 the Contracting Officer showing the quantity of water desired by the Subcontractor
5 during each month of said initial Year and the following Year. The Contractor shall notify
6 the Subcontractor by written notice of the Contractor's action on the requested schedule
7 within 2 months of the date of receipt of such request.

8 (b) The amounts, times, and rates of delivery of Project Water to
9 the Subcontractor during each Year subsequent to the Year following said initial Year of
10 water delivery shall be in accordance with a water delivery schedule for that Year. Such
11 schedule shall be determined in the following manner:

12 (i) On or before June 1 of each Year beginning with the
13 Year following the initial Year of water delivery pursuant to this subcontract, the
14 Contracting Officer shall announce the amount of Project Water available for delivery
15 during the following Year in a written notice to the Contractor. In arriving at this
16 determination, the Contracting Officer, subject to the provisions of the Repayment
17 Contract, shall use his best efforts to maximize the availability and delivery of Arizona's
18 full entitlement of Colorado River water over the term of this subcontract. Within 30 days
19 of receiving said notice, the Contractor shall issue a notice of availability of Project Water
20 to the Subcontractor.

21 (ii) On or before October 1 of each Year beginning with
22 the Year following said initial Year of water delivery, the Subcontractor shall submit in
23 writing to the Contractor and the Contracting Officer a water delivery schedule indicating
24 the amounts of Project Water desired by the Subcontractor during each month of the
25 following Year along with a preliminary estimate of Project Water desired for the
26 succeeding 2 years.

1 (iii) Upon receipt of the schedule, the Contractor and the
2 Contracting Officer shall review it and, after consultation with the Subcontractor, shall
3 make only such modifications to the schedule as are necessary to ensure that the
4 amounts, times, and rates of delivery to the Subcontractor are consistent with the
5 delivery capability of the Project, considering, among other things, the availability of
6 water and the delivery schedules of all subcontractors; provided, that this provision shall
7 not be construed to reduce annual deliveries to the Subcontractor.

8 (iv) On or before November 15 of each Year beginning
9 with the Year following said initial Year of water delivery, the Contractor shall determine
10 and furnish to the Subcontractor and the Contracting Officer the water delivery schedule
11 for the following Year which shall show the amount of water to be delivered to the
12 Subcontractor during each month of that Year, contingent upon the Subcontractor
13 remaining eligible to receive water under all terms contained herein.

14 (c) The monthly water delivery schedules may be amended upon
15 the Subcontractor's written request to the Contractor. Proposed amendments shall be
16 submitted by the Subcontractor to the Contractor no later than 15 days before the
17 desired change is to become effective, and shall be subject to review and modification in
18 like manner as the schedule. The Contractor shall notify the Subcontractor and the
19 Contracting Officer of its action on the Subcontractor's requested schedule modification
20 within 10 days of the Contractor's receipt of such request.

21 (d) The Contractor and the Subcontractor shall hold the United
22 States, its officers, agents, and employees, harmless on account of damage or claim of
23 damage of any nature whatsoever arising out of or connected with the actions of the
24 Contractor regarding water delivery schedules furnished to the Subcontractor.

25 (e) In no event shall the Contracting Officer or the Contractor be
26 required to deliver to the Subcontractor from the Water Supply System in any one month

1 a total amount of Project Water greater than eleven percent (11%) of the Subcontractor's
2 maximum entitlement; provided, however, that the Contracting Officer may deliver a
3 greater percentage in any month if such increased delivery is compatible with the overall
4 delivery of Project Water to other subcontractors as determined by the Contracting
5 Officer and the Contractor and if the Subcontractor agrees to accept such increased
6 deliveries.

7 4.5 Points of Delivery--Measurement and Responsibility for Distribution
8 of Water.

9 (a) The water to be furnished to the Subcontractor pursuant to
10 this subcontract shall be delivered at turnouts to be constructed by the United States at
11 such point(s) on the Water Supply System as may be agreed upon in writing by the
12 Contracting Officer and the Contractor, after consultation with the Subcontractor.

13 (b) Unless the United States and the Subcontractor agree by
14 contract to the contrary, the Subcontractor shall construct and install, at its sole cost and
15 expense, connection facilities required to take and convey the water from the turnouts to
16 the Subcontractor's service area. The Subcontractor shall furnish, for approval of the
17 Contracting Officer, drawings showing the construction to be performed by the
18 Subcontractor within the Water Supply System right-of-way 6 months before starting said
19 construction. The facilities may be installed, operated, and maintained on the Water
20 Supply System right-of-way subject to such reasonable restrictions and regulations as to
21 type, location, method of installation, operation, and maintenance as may be prescribed
22 by the Contracting Officer.

23 (c) All water delivered from the Water Supply System shall be
24 measured with equipment furnished and installed by the United States and operated and
25 maintained by the United States or the Operating Agency. Upon the request of the
26 Subcontractor or the Contractor, the accuracy of such measurements shall be

1 investigated by the Contracting Officer or the Operating Agency, Contractor, and
2 Subcontractor, and any errors which may be mutually determined to have occurred
3 therein shall be adjusted; provided, that in the event the parties cannot agree on the
4 required adjustment, the Contracting Officer's determination shall be conclusive.

5 (d) Neither the United States, the Contractor, nor the Operating
6 Agency shall be responsible for the control, carriage, handling, use, disposal, or
7 distribution of Project Water beyond the delivery point(s) agreed to pursuant to Sub-
8 article 4.5(a). The Subcontractor shall hold the United States, the Contractor, and the
9 Operating Agency harmless on account of damage or claim of damage of any nature
10 whatsoever for which there is legal responsibility, including property damage, personal
11 injury, or death arising out of or connected with the Subcontractor's control, carriage,
12 handling, use, disposal, or distribution of such water beyond said delivery point(s).

13 4.6 Temporary Reductions. In addition to the right of the United States
14 under Subarticle 8.3(a)(iv) of the Repayment Contract temporarily to discontinue or
15 reduce the amount of water to be delivered, the United States or the Operating Agency
16 may, after consultation with the Contractor, temporarily discontinue or reduce the
17 quantity of water to be furnished to the Subcontractor as herein provided for the
18 purposes of investigation, inspection, maintenance, repair, or replacement of any of the
19 Project facilities or any part thereof necessary for the furnishing of water to the
20 Subcontractor, but so far as feasible the United States or the Operating Agency shall
21 coordinate any such discontinuance or reduction with the Subcontractor and shall give
22 the Subcontractor due notice in advance of such temporary discontinuance or reduction,
23 except in case of emergency, in which case no notice need be given. Neither the United
24 States, its officers, agents, and employees, nor the Operating Agency, its officers,
25 agents, and employees, shall be liable for damages when, for any reason whatsoever,
26 any such temporary discontinuance or reduction in delivery of water occurs. If any such

1 discontinuance or temporary reduction results in deliveries to the Subcontractor of less
2 water than what has been paid for in advance, the Subcontractor shall be entitled to be
3 reimbursed for the appropriate proportion of such advance payments prior to the date of
4 the Subcontractor's next payment of water service charges or the Subcontractor may be
5 given credit toward the next payment of water charges if the Subcontractor should so
6 desire.

7 4.7 Priority in Case of Shortage. On or before June 1 of each Year,
8 the Secretary shall announce the Available CAP Supply for the following Year in a
9 written notice to the Contractor.

10 (a) Prior to January 1, 2044, a time of shortage shall exist in any
11 Year in which the Available CAP Supply for that Year is insufficient to satisfy all of the
12 entitlements set forth in subparagraphs (i) through (iii) below:

13 (i) Three hundred forty-three thousand seventy-nine
14 (343,079) acre-feet of CAP Indian Priority Water;

15 (ii) Six hundred thirty-eight thousand eight hundred
16 twenty-three (638,823) acre-feet of CAP M&I Priority
17 Water; and
18

19 (iii) Up to one hundred eighteen (118) acre-feet of CAP
20 M&I Priority Water converted from CAP NIA Priority
21 Water under the San Tan Irrigation District's CAP
22 Subcontract.
23

24 (b) On or after January 1, 2044, a time of shortage shall exist in
25 any Year in which the Available CAP Supply for that Year is insufficient to satisfy all of
26 the entitlements as set forth in subparagraphs (i) through (iv) below:

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- (i) Three hundred forty-three thousand seventy-nine (343,079) acre-feet of CAP Indian Priority Water;
- (ii) Six hundred thirty-eight thousand eight hundred twenty-three (638,823) acre-feet of CAP M&I Priority Water;
- (iii) Up to forty-seven thousand three hundred three (47,303) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water pursuant to the Hohokam Agreement; and
- (iv) Up to one hundred eighteen (118) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water under the San Tan Irrigation District's CAP Subcontract.

(c) Initial distribution of water in time of shortage.

- (i) If the Available CAP Supply is equal to or less than eight hundred fifty-three thousand seventy-nine (853,079) acre-feet, then 36.37518% of the Available CAP Supply shall be available for delivery as CAP Indian Priority Water and the remainder shall be available for delivery as CAP M&I Priority Water.
- (ii) If the Available CAP Supply is greater than eight hundred fifty-three thousand seventy-nine (853,079) acre-feet, then the quantity of water available for

1 delivery as CAP Indian Priority Water shall be
2 determined in accordance with the following equation
3 and the remainder shall be available for delivery as
4 CAP M&I Priority Water:
5

$$6 \quad I = \{[32,770 \div (E - 853,079)] \times W\} + (343,079 - \{[32,770 \div (E - 853,079)] \times E\})$$

7 *where*

8
9 I = the quantity of water available for delivery as CAP Indian
10 Priority Water

11 E = the sum of the entitlements to CAP Indian Priority Water and
12 CAP M&I Priority Water as described in subparagraphs 4.7(a) or (b),
13 whichever is applicable; and
14

15
16 W = the Available CAP Supply
17

18 *Example A.* If, before January 1, 2044, the sum of the entitlements to CAP
19 Indian Priority Water and CAP M&I Priority Water as described in
20 subparagraph 4.7(a) is nine hundred eighty-one thousand nine hundred
21 two (343,079 + 638,823 + 0) acre-feet, then the quantity of water available
22 for delivery as CAP Indian Priority Water would be ninety-three thousand
23 three hundred three (93,303) acre-feet plus 25.43800% of the Available
24 CAP Supply.
25
26

1 *Example B.* If, after January 1, 2044, the sum of the entitlements to CAP
2 Indian Priority Water and CAP M&I Priority Water as described in
3 subparagraph 4.7(b) is one million twenty-nine thousand three hundred
4 twenty-three (1,029,323) acre-feet (343,079 + 638,823 + 47,303 + 118),
5 then the quantity of water available for delivery as CAP Indian Priority
6 Water would be one hundred fifty-one thousand six hundred ninety-one
7 (151,691) acre-feet plus 18.59354% of the Available CAP Supply.
8

9 (d) In time of shortage unscheduled CAP Water shall be
10 redistributed as follows:

11 (i) Any water available for delivery as CAP Indian Priority
12 Water that is not scheduled for delivery pursuant to
13 contracts, leases or exchange agreements for the
14 delivery of CAP Indian Priority Water shall become
15 available for delivery as CAP M&I Priority Water.
16

17 (ii) CAP M&I Priority Water shall be distributed among
18 those entities with contracts for the delivery of CAP
19 M&I Priority Water in a manner determined by the
20 Secretary and the CAP Operating Agency in
21 consultation with M&I water users to fulfill all delivery
22 requests to the greatest extent possible. Any water
23 available for delivery as CAP M&I Priority Water that is
24 not scheduled for delivery pursuant to contracts,
25 leases or exchange agreements for the delivery of
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CAP M&I Priority Water shall become available for delivery as CAP Indian Priority Water.

(e) Any water remaining after all requests for delivery of CAP Indian Priority Water and CAP M&I Priority Water have been satisfied shall become available for delivery as CAP NIA Priority Water.

(f) Nothing in this paragraph 4.7 shall be construed to allow or authorize any CAP Contractor or CAP Subcontractor to receive, pursuant to such contracts, CAP water in amounts greater than such contractor's entitlement.

4.8 Secretarial Control of Return Flow.

(a) The Secretary reserves the right to capture all Return Flow flowing from the exterior boundaries of the Contractor's Service Area as a source of supply and for distribution to and use of the Central Arizona Project to the fullest extent practicable. The Secretary also reserves the right to capture for Project use Return Flow which originates or results from water contracted for from the Central Arizona Project within the boundaries of the Contractor's Service Area if, in his judgment, such Return Flow is not being put to a beneficial use. The Subcontractor may recapture and reuse or sell its Return Flow; provided, however, that such Return Flow may not be sold for use outside Maricopa, Pinal, and Pima Counties; and provided, further, that this does not prohibit effluent exchanges with Indian tribes pursuant to Article 6.2. The Subcontractor shall, at least 60 days in advance of any proposed sale of such water, furnish the following information in writing to the Contracting Officer and the Contractor:

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- (i) The name and address of the prospective buyer.
- (ii) The location and proposed use of the Return Flow.
- (iii) The price to be charged for the Return Flow.

(b) The price charged for the Return Flow may cover the cost incurred by the Subcontractor for Project Water plus the cost required to make the Return Flow usable. If the price received for the Return Flow is greater than the costs incurred by the Subcontractor, as described above, the excess amount shall be forthwith returned by the Subcontractor to the Contractor for application against the Contractor's Repayment Obligation to the United States. Costs required to make Return Flow usable shall include but not be limited to capital costs and OM&R costs including transportation, treatment, and distribution, and the portion thereof that may be retained by the Subcontractor shall be subject to the advance approval of the Contractor and the Contracting Officer.

(c) Any Return Flow captured by the United States and determined by the Contracting Officer and the Contractor to be suitable and available for use by the Subcontractor may be delivered by the United States or Operating Agency to the Subcontractor as a part of the water supply for which the Subcontractor subcontracts hereunder and such water shall be accounted and paid for pursuant to the provisions hereof.

(d) All capture, recapture, use, reuse, and sale of Return Flow under this article shall be in accord with Arizona water law unless such law is inconsistent with the Congressional directives applicable to the Central Arizona Project.

1 4.9 Water and Air Pollution Control. The Subcontractor, in carrying out
2 this subcontract, shall comply with all applicable water and air pollution laws and
3 regulations of the United States and the State of Arizona and shall obtain all required
4 permits or licenses from the appropriate Federal, State, or local authorities.

5 4.10 Quality of Water. The operation and maintenance of Project
6 facilities shall be performed in such manner as is practicable to maintain the quality of
7 water made available through such facilities at the highest level reasonably attainable as
8 determined by the Contracting Officer. Neither the United States, the Contractor, nor the
9 Operating Agency warrants the quality of water and is under no obligation to construct or
10 furnish water treatment facilities to maintain or better the quality of water. The
11 Subcontractor waives its right to make a claim against the United States, the Operating
12 Agency, the Contractor, or another subcontractor because of changes in water quality
13 caused by the commingling of Project Water with other water.
14

15 4.11 Exchange Water.

16 (a) Where the Contracting Officer determines the Subcontractor
17 is physically able to receive Colorado River mainstream water in exchange for or in
18 replacement of existing supplies of water from surface sources other than the Colorado
19 River, the Contracting Officer may require that the Subcontractor accept said
20 mainstream water in exchange for or in replacement of said existing supplies pursuant to
21 the provisions of Section 304(d) of the Basin Project Act; provided, however, that a sub-
22 contractor on the Project aqueduct shall not be required to enter into exchanges in which
23 existing supplies of water from surface sources are diverted for use by other
24 subcontractors downstream on the Project aqueduct.
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1 (b) If, in the event of shortages, the Subcontractor has yielded
2 water from other surface water sources in exchange for Colorado River mainstream
3 water supplied by the Contractor or the Operating Agency, the Subcontractor shall have
4 first priority against other users supplied with Project Water that have not yielded water
5 from other surface water sources but only in quantities adequate to replace the water so
6 yielded.
7

8 4.12 Entitlement to Project M&I Water.

9 (a) The Subcontractor is entitled to take a maximum of
10 508 acre-feet of Project Water for M&I uses including but not limited to underground
11 storage.
12

13 (b) If at any time during the term of this subcontract there is
14 available for allocation additional M&I Project Water, or Agricultural Water converted to
15 M&I use, it shall be delivered to the Subcontractor at the same water service charge per
16 acre-foot and with the same priority as other M&I Water, upon execution or amendment
17 of an appropriate subcontract among the United States, the Contractor, and the
18 Subcontractor and payment of an amount equal to the acre-foot charges previously paid
19 by other subcontractors pursuant to Article 5.2 hereof plus interest. In the case of
20 Agricultural Water conversions, the payment shall be reduced by all previous payments
21 of agricultural capital charges for each acre-foot of water converted. The interest due
22 shall be calculated for the period between issuance of the Notice of Completion of the
23 Water Supply System and execution or amendment of the subcontract using the
24 weighted interest rate received by the Contractor on all investments during that period.
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1 4.13 Delivery of Project Water Prior to Completion of Project Works.

2 Prior to the date of issuance of the Notice of Completion of the Water Supply System by
3 the Secretary, water may be made available for delivery by the Secretary on a "when
4 available" basis at a water rate and other terms to be determined by the Secretary after
5 consultation with the Contractor.

6 5. PAYMENTS:

7 5.1 Water Service Charges for Payment of Operation, Maintenance, and
8 Replacement Costs. Subject to the provisions of Article 5.4 hereof, the Subcontractor
9 shall pay in advance for Project OM&R costs estimated to be incurred by the United
10 States or the Operating Agency. At least 15 months prior to first delivery of Project
11 Water, or as soon thereafter as is practicable, the Contractor shall furnish the
12 Subcontractor with an estimate of the Subcontractor's share of OM&R costs to the end
13 of the initial Year of water delivery and an estimate of such costs for the following Year.
14 Within a reasonable time of the receipt of said estimates, as determined by the
15 Contractor, but prior to the delivery of water, the Subcontractor shall advance to the Con-
16 tractor its share of such estimated costs to the end of the initial month of water delivery
17 and without further notice or demand shall on or before the first day of each succeeding
18 month of the initial Year of water delivery and the following Year advance to the
19 Contractor in equal monthly installments the Subcontractor's share of such estimated
20 costs. Advances of monthly payments for each subsequent Year shall be made by the
21 Subcontractor to the Contractor on the basis of annual estimates to be furnished by the
22 Contractor on or before June 1 preceding each said subsequent Year and the advances
23 of payments for said estimated costs shall be due and payable in equal monthly
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1 payments on or before the first day of each month of the subsequent Year. Differences
2 between actual OM&R costs and estimated OM&R costs shall be determined by the
3 Contractor and shall be adjusted in the next succeeding annual estimates; provided,
4 however, that if in the opinion of the Contractor the amount of any annual OM&R
5 estimate is likely to be insufficient to cover the above-mentioned costs during such
6 period, the Contractor may increase the annual estimate of the Subcontractor's OM&R
7 costs by written notice thereof to the Subcontractor, and the Subcontractor shall forthwith
8 increase its remaining monthly payments in such Year to the Contractor by the amount
9 necessary to cover the insufficiency. All estimates of OM&R costs shall be accompanied
10 by data and computations relied on by the Contractor in determining the amounts of the
11 estimated OM&R costs and shall be subject to joint review by the Subcontractor and the
12 Contractor.
13 Contractor.

14
15 5.2 M&I Water Service Charges.

16 (a) Subject to the provisions of Article 5.4 hereof and in addition
17 to the OM&R payments required in Article 5.1 hereof, the Subcontractor shall, in advance
18 of the delivery of Project M&I Water by the United States or the Operating Agency, make
19 payment to the Contractor in equal semiannual installments of an M&I Water service
20 capital charge based on a maximum entitlement of 508 acre-feet per year multiplied by
21 the rate established by the Contractor for that year.

22
23 (b) The M&I Water service capital charge may be adjusted
24 periodically by the Contractor as a result of repayment determinations provided for in the
25 Repayment Contract and to reflect all sources of revenue, but said charge per acre-foot
26 shall not be greater than the amount required to amortize Project capital costs allocated

1 to the M&I function and determined by the Contracting Officer to be a part of the
2 Contractor's Repayment Obligation. Such amortization shall include interest at 3.342
3 percent per annum. If any adjustment is made in the M&I Water service capital charge,
4 notice thereof shall be given by the Contractor to the United States and to the
5 Subcontractor on or before June 1 of the Year preceding the Year the adjusted charge
6 becomes effective. The M&I Water service capital charge payment for the initial Year
7 shall be advanced to the Contractor in equal semiannual installments on or before
8 December 1 preceding the initial Year and June 1 of said initial Year; provided, however,
9 that the payment of the initial M&I Water service capital charge shall not be due until the
10 Year in which Project Water is available to the Subcontractor after Notice of Completion
11 of the Water Supply System is issued. Thereafter, for each subsequent Year, payments
12 by the Subcontractor in accordance with the foregoing provisions shall be made in equal
13 semiannual installments on or before the December 1 preceding said subsequent Year
14 and the June 1 of said subsequent Year as may be specified by the Contractor in written
15 notices to the Subcontractor.
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18 (c) Payment of all M&I Water service capital and corresponding
19 OM&R charges becoming due hereunder prior to or on the dates stipulated in Articles
20 5.1 and 5.2 is a condition precedent to receiving M&I Water under this subcontract.
21

22 (d) All payments to be made to the Contractor or the United
23 States under Articles 5.1 and 5.2 hereof shall be made by the Subcontractor as such
24 payments fall due from revenues legally available to the Subcontractor for such payment
25 from the sale of water to its water users and from any and all other sources which might
26 be legally available; Provided, That no portion of the general taxing authority of the

1 Subcontractor, nor its general funds, nor funds from ad valorem taxes are obligated by
2 the provisions of this subcontract, nor shall such sources be liable for the payments,
3 contributions, and other costs pursuant to this subcontract, or to satisfy any obligation
4 hereunder unless duly and lawfully allocated and budgeted for such purpose by the
5 Subcontractor for the applicable budget year; and Provided, further, That no portion of
6 this agreement shall ever be construed to create an obligation superior in lien to or on a
7 parity with the Subcontractor's revenue bonds now or hereafter issued. The
8 Subcontractor shall levy and impose such necessary water service charges and rates
9 and use all the authority and resources available to it to collect all such necessary water
10 service charges and rates in order that the Subcontractor may meet its obligations
11 hereunder and make in full all payments required under this subcontract on or before the
12 date such payments become due.
13
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15 5.3 Loss of Entitlement. The Subcontractor shall have no right to
16 delivery of water from Project facilities during any period in which the Subcontractor may
17 be in arrears in the payment of any charges due the Contractor. The Contractor may sell
18 to another entity any water determined to be available under the Subcontractor's
19 entitlement for which payment is in arrears; provided, however, that the Subcontractor
20 may regain the right to use any unsold portion of the water determined to be available
21 under the original entitlement upon payment of all delinquent charges plus any
22 difference between the subcontractual obligation and the price received in the sale of the
23 water by the Contractor and payment of charges for the current period.
24

25 5.4 Refusal to Accept Delivery. In the event the Subcontractor fails or
26 refuses in any Year to accept delivery of the quantity of water available for delivery to

1 and required to be accepted by it pursuant to this subcontract, or in the event the
2 Subcontractor in any Year fails to submit a schedule for delivery as provided in Article
3 4.4 hereof, said failure or refusal shall not relieve the Subcontractor of its obligation to
4 make the payments required in this subcontract.

5 5.5 Charge for Late Payments. The Subcontractor shall pay a late
6 payment charge on installments or charges that are received after the due date. The
7 late payment charge percentage rate calculated by the Department of the Treasury and
8 published quarterly in the Federal Register shall be used; provided, that the late
9 payment charge percentage rate shall not be less than 0.5 percent per month. The late
10 payment charge percentage rate applied on an overdue payment shall remain in effect
11 until payment is received. The late payment rate for a 30-day period shall be determined
12 on the day immediately following the due date and shall be applied to the overdue
13 payment for any portion of the 30-day period of delinquency. In the case of partial late
14 payments, the amount received shall first be applied to the late charge on the overdue
15 payment and then to the overdue payment.

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18 6. GENERAL PROVISIONS:

19 6.1 Repayment Contract Controlling. Pursuant to the Repayment
20 Contract, the United States has agreed to construct and, in the absence of an approved
21 Operating Agency, to operate and maintain the works of the Central Arizona Project and
22 to deliver Project Water to the various subcontractors within the Project Service Area;
23 and the Contractor has obligated itself for the payment of various costs, expenses, and
24 other amounts allocated to the Contractor pursuant to Article 9 of the Repayment
25 Contract. The Subcontractor expressly approves and agrees to all the terms presently
26 set out in the Repayment Contract including Subarticle 8.8(b)(viii) thereof, or as such

1 terms may be hereafter amended, and agrees to be bound by the actions to be taken
2 and the determinations to be made under that Repayment Contract, except as otherwise
3 provided herein.

4 6.2 Effluent Exchanges. The Subcontractor may enter into direct
5 effluent exchanges with Indian entities that have received an allocation of Project Water
6 and receive all benefits from the exchange.

7 6.3 Notices. Any notice, demand or request authorized or required by
8 this subcontract shall be deemed to have been given when mailed, postage prepaid, or
9 delivered to the Regional Director, Lower Colorado Region, Bureau of Reclamation, P.O.
10 Box 61470, Boulder City, Nevada 89006-1470, on behalf of the Contractor or
11 Subcontractor; to the Central Arizona Water Conservation District, P. O. Box 43020,
12 Phoenix, Arizona 85080, on behalf of the United States or Subcontractor; and to the
13 City of El Mirage, P.O. Box 26, El Mirage, Arizona 85335, on behalf of the United States
14 or Contractor. The designation of the addressee or the address may be changed by
15 notice given in the same manner as provided in this Article for other notices.
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18 6.4 Water Conservation Program.

19 (a) While the contents and standards of a given water
20 conservation program are primarily matters of State and local determination, there is a
21 strong Federal interest in developing an effective water conservation program because
22 of this subcontract. The Subcontractor shall develop and implement an effective water
23 conservation program for all uses of water that is provided from or conveyed through
24 Federally constructed or Federally financed facilities. That water conservation program
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1 shall contain definite goals, appropriate water conservation measures, and time
2 schedules for meeting the water conservation objectives.

3 (b) A water conservation program, acceptable to the Contractor
4 and the Contracting Officer, shall be in existence prior to one or all of the following: (1)
5 service of Federally stored/conveyed water; (2) transfer of operation and maintenance of
6 the Project facilities to the Contractor or Operating Agency; or (3) transfer of the Project
7 to an operation and maintenance status. The distribution and use of Federally
8 stored/conveyed water and/or the operation of Project facilities transferred to the
9 Contractor shall be consistent with the adopted water conservation program. Following
10 execution of this subcontract, and at subsequent 5-year intervals, the Subcontractor
11 shall resubmit the water conservation plan to the Contractor and the Contracting Officer
12 for review and approval. After review of the results of the previous 5 years and after
13 consultation with the Contractor, the Subcontractor, and the Arizona Department of
14 Water Resources or its successor, the Contracting Officer may require modifications in
15 the water conservation program to better achieve program goals.
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18 6.5 Rules, Regulations, and Determinations.

19 (a) The Contracting Officer shall have the right to make, after an
20 opportunity has been offered to the Contractor and Subcontractor for consultation, rules
21 and regulations consistent with the provisions of this subcontract, the laws of the United
22 States and the State of Arizona, to add to or to modify them as may be deemed proper
23 and necessary to carry out this subcontract, and to supply necessary details of its
24 administration which are not covered by express provisions of this subcontract. The
25 Contractor and Subcontractor shall observe such rules and regulations.
26

1 (b) Where the terms of this subcontract provide for action to be
2 based upon the opinion or determination of any party to this subcontract, whether or not
3 stated to be conclusive, said terms shall not be construed as permitting such action to be
4 predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In
5 the event that the Contractor or Subcontractor questions any factual determination made
6 by the Contracting Officer, the findings as to the facts shall be made by the Secretary
7 only after consultation with the Contractor or Subcontractor and shall be conclusive upon
8 the parties.
9

10 6.6 Officials Not to Benefit.

11 (a) No Member of or Delegate to Congress or Resident
12 Commissioner shall be admitted to any share or part of this subcontract or to any benefit
13 that may arise herefrom. This restriction shall not be construed to extend to this
14 subcontract if made with a corporation or company for its general benefit.
15

16 (b) No official of the Subcontractor shall receive any benefit that
17 may arise by reason of this subcontract other than as a water user within the Project and
18 in the same manner as other water users within the Project.

19 6.7 Assignment Limited--Successors and Assigns Obligated. The
20 provisions of this subcontract shall apply to and bind the successors and assigns of the
21 parties hereto, but no assignment or transfer of this subcontract or any part or interest
22 therein shall be valid until approved by the Contracting Officer.
23

24 6.8 Judicial Remedies Not Foreclosed. Nothing herein shall be
25 construed (a) as depriving any party from pursuing and prosecuting any remedy in any
26 appropriate court of the United States or the State of Arizona which would otherwise be

1 available to such parties even though provisions herein may declare that determinations
2 or decisions of the Secretary or other persons are conclusive or (b) as depriving any
3 party of any defense thereto which would otherwise be available.

4 6.9 Books, Records, and Reports. The Subcontractor shall establish
5 and maintain accounts and other books and records pertaining to its financial
6 transactions, land use and crop census, water supply, water use, changes of Project
7 works, and to other matters as the Contracting Officer may require. Reports thereon
8 shall be furnished to the Contracting Officer in such form and on such date or dates as
9 he may require. Subject to applicable Federal laws and regulations, each party shall
10 have the right during office hours to examine and make copies of each other's books and
11 records relating to matters covered by this subcontract.
12

13 6.10 Equal Opportunity. During the performance of this subcontract, the
14 Subcontractor agrees as follows:
15

16 (a) The Subcontractor shall not discriminate against any
17 employee or applicant for employment because of race, color, religion, sex, or national
18 origin. The Subcontractor shall take affirmative action to ensure that applicants are
19 employed, and that employees are treated during employment without regard to their
20 race, color, religion, sex, or national origin. Such action shall include, but not be limited
21 to the following: Employment, upgrading, demotion, or transfer; recruitment or
22 recruitment advertising; layoff or termination; rates of pay or other forms of
23 compensation; and selection for training, including apprenticeship. The Subcontractor
24 agrees to post in conspicuous places, available to employees and applicants for
25
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1 employment, notices to be provided setting forth the provisions of this nondiscrimination
2 clause.

3 (b) The Subcontractor shall, in all solicitations or advertisements
4 for employees placed by or on behalf of the Subcontractor, state that all qualified
5 applicants shall receive consideration for employment without discrimination because of
6 race, color, religion, sex, or national origin.
7

8 (c) The Subcontractor shall send to each labor union or
9 representative of workers with which it has a collective bargaining agreement or other
10 contract or understanding, a notice, to be provided by the Contracting Officer, advising
11 said labor union or workers' representative of the Subcontractor's commitments under
12 Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of
13 the notice in conspicuous places available to employees and applicants for employment.
14

15 (d) The Subcontractor shall comply with all provisions of
16 Executive Order No. 11246 of September 24, 1965, as amended, and of the rules,
17 regulations, and relevant orders of the Secretary of Labor.

18 (e) The Subcontractor shall furnish all information and reports
19 required by said amended Executive Order and by the rules, regulations, and orders of
20 the Secretary of Labor, or pursuant thereto, and shall permit access to its books,
21 records, and accounts by the Contracting Officer and the Secretary of Labor for
22 purposes of investigation to ascertain compliance with such rules, regulations, and
23 orders.
24

25 (f) In the event of the Subcontractor's noncompliance with the
26 nondiscrimination clauses of this subcontract or with any of such rules, regulations, or

1 orders, this subcontract may be canceled, terminated, or suspended, in whole or in part,
2 and the Subcontractor may be declared ineligible for further Government contracts in
3 accordance with procedures authorized in said amended Executive Order and such
4 other sanctions may be imposed and remedies invoked as provided in said amended
5 Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as
6 otherwise provided by law.

7
8 (g) The Subcontractor shall include the provisions of paragraphs
9 (a) through (g) in every subcontract or purchase order unless exempted by the rules,
10 regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said
11 amended Executive Order, so that such provisions shall be binding upon each
12 subcontractor or vendor. The Subcontractor shall take such action with respect to any
13 subcontract or purchase order as may be directed by the Secretary of Labor as a means
14 of enforcing such provisions, including sanctions for noncompliance; provided, however,
15 that in the event a Subcontractor becomes involved in, or is threatened with, litigation
16 with a subcontractor or vendor as a result of such direction, the Subcontractor may
17 request the United States to enter into such litigation to protect the interest of the United
18 States.
19

20 6.11 Title VI, Civil Rights Act of 1964.

21 (a) The Subcontractor agrees that it shall comply with Title VI of
22 the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or
23 pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to
24 that title to the end that, in accordance with Title VI of that Act and the Regulation, no
25 person in the United States shall, on the grounds of race, color, or national origin be
26

1 excluded from participation in, be denied the benefits of, or be otherwise subjected to
2 discrimination under any program or activity for which the Subcontractor receives
3 financial assistance from the United States and hereby gives assurance that it shall
4 immediately take any measures to effectuate this agreement.

5 (b) If any real property or structure thereon is provided or
6 improved with the aid of Federal financial assistance extended to the Subcontractor by
7 the United States, this assurance obligates the Subcontractor, or in the case of any
8 transfer of such property, any transferee for the period during which the real property or
9 structure is used for a purpose involving the provision of similar services or benefits. If
10 any personal property is so provided, this assurance obligates the Subcontractor for the
11 period during which it retains ownership or possession of the property. In all other
12 cases, this assurance obligates the Subcontractor for the period during which the
13 Federal financial assistance is extended to it by the United States.

14 (c) This assurance is given in consideration of and for the
15 purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or
16 other Federal financial assistance extended after the date hereof to the Subcontractor by
17 the United States, including installment payments after such date on account of
18 arrangements for Federal financial assistance which were approved before such date.
19 The Subcontractor recognizes and agrees that such Federal financial assistance shall
20 be extended in reliance on the representations and agreements made in this assurance,
21 and that the United States shall reserve the right to seek judicial enforcement of this
22 assurance. This assurance is binding on the Subcontractor, its successors, transferees,
23 and assignees.
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1 6.12 Confirmation of Subcontract. The Subcontractor shall promptly seek
2 a final decree of the proper court of the State of Arizona approving and confirming the
3 subcontract and decreeing and adjudging it to be lawful, valid, and binding on the
4 Subcontractor. The Subcontractor shall furnish to the United States a certified copy of
5 such decree and of all pertinent supporting records. This subcontract shall not be
6 binding on the United States, the Contractor, or the Subcontractor until such final decree
7 has been entered.
8

9 6.13 Contingent on Appropriation or Allotment of Funds. The expenditure
10 or advance of any money or the performance of any work by the United States
11 hereunder which may require appropriation of money by the Congress or the allotment of
12 funds shall be contingent upon such appropriation or allotment being made. The failure
13 of the Congress to appropriate funds or the absence of any allotment of funds shall not
14 relieve the Subcontractor from any obligation under this subcontract. No liability shall
15 accrue to the United States in case such funds are not appropriated or allotted.
16

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 subcontract No. 07-XX-30-W0504 the day and year first above-written.
19

20 Legal Review and Approval

THE UNITED STATES OF AMERICA

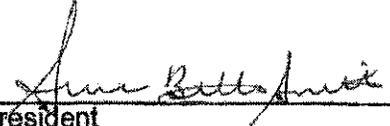
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23 By: Katherine Ott Verburg
Field Solicitor
Phoenix, Arizona

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26 By: Gary Walkovich
Regional Director
Lower Colorado Region
Bureau of Reclamation
ACTING

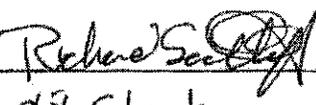
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CENTRAL ARIZONA WATER
CONSERVATION DISTRICT

Attest: 
Secretary

By: 
President

CITY OF EL MIRAGE

Attest: 
Title: City Clerk

By: 
Title: Mayor



DATE: July 1, 2016
TO: All CAP Water Customers and Interested Parties
SUBJECT: CAP Water Delivery Schedule Requests for 2017

It is time to begin planning for Central Arizona Project water deliveries for 2017. We anticipate that next year will be a "normal" year for Lower Colorado River Operations, and that CAP will again deliver about 1.5 million acre-feet.

Water delivery schedule requests for 2017, along with a preliminary estimate of requests for 2018 and 2019, are due on or before October 3, 2016, as provided in your CAP water delivery contract. It is imperative that CAP receive all schedule requests on time so that we can prepare our annual operating plan and billing schedules. Schedule requests that are received after October 3, 2016 will be subject to water availability and may not be fulfilled.

Rates for delivery of CAP water in 2017 are set forth in the attached schedule. Price incentives for those Ag districts that meet identified delivery, storage and recovery goals will be applied to Ag Pool water payments. Changes in eligible acreage must be submitted in writing with water delivery schedules and must include verification of the acreage change.

Requests for delivery of Excess Water in 2017 will be filled in accordance with the "Access to Excess" process approved by the CAP Board. CAP will work closely with groundwater savings facility partners to schedule delivery of Excess Water set aside for the Arizona Water Banking Authority and the CAGRDR replenishment reserve.

As in past years, annual maintenance of southern CAP pumping plants will be scheduled over a four-week period in the fall of 2017. CAP will work closely with all affected customers to coordinate outage dates and minimize disruptions to customer operations.

Please mail, fax, or e-mail your water delivery schedule requests and other information to Melinda Whittington at P.O. Box 43020, Phoenix, AZ 85080-3020, fax (623) 869-2376, e-mail: wateradmin@cap-az.com. If you have any questions, contact Melinda at (623) 869-2573.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom McCann', written over a horizontal line.

Thomas W. McCann
Deputy General Manager

Attachment



**CENTRAL ARIZONA PROJECT
FINAL 2017-2022 RATE SCHEDULE**

Approved
June 9, 2016

DELIVERY RATES FOR VARIOUS CLASSES OF WATER SERVICE

Units = \$/ acre-foot

(The Letter Designations in the Formulas Refer to the Rate Components Shown Below)

	2016	Firm 2017	Provi- sional 2018	Advisory			
				2019	2020	2021	2022
<u>Municipal and Industrial</u>							
Long Term Subcontract (B+C) ¹	\$ 161	\$ 164	\$ 171	\$ 178	\$ 203	\$ 221	\$ 227
Non-Subcontract (A+B+C) ²	184	195	220	tbd	tbd	tbd	tbd
Recharge (A+B+C) ³	184	195	220	tbd	tbd	tbd	tbd
<u>Federal</u> (B+C) ⁴	\$ 161	\$ 164	\$ 171	\$ 178	\$ 203	\$ 221	\$ 227
<u>Agricultural</u>							
Settlement Pool (C) ⁵	\$ 76	\$ 77	\$ 80	\$ 82	\$ 101	\$ 115	\$ 114
<u>Agricultural Incentives</u> ⁵							
Meet Settlement Pool Goals	(15)	(12)	(11)	(9)	(24)	(34)	(29)
Meet AWBA/CAGRD GSF Goals	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Meet Recovery Goals	(2)	(2)	(2)	(2)	(2)	(2)	(2)

RATE COMPONENTS

Units = \$/acre-foot

	2016	Firm 2017	Provi- sional 2018	Advisory			
				2019	2020	2021	2022
<u>Capital Charges</u>							
(A) Municipal and Industrial - Long Term Subcontract ⁶	\$ 23	\$ 31	\$ 49	tbd	tbd	tbd	tbd
<u>Delivery Charges</u>							
Fixed O&M ⁷	59	59	63	67	71	73	78
Big "R" ⁷	24	26	27	29	31	33	35
Fixed OM&R Rate Stabilization ⁷	<u>2</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(B) Fixed OM&R ⁸	\$ 85	\$ 87	\$ 91	\$ 96	\$ 102	\$ 106	\$ 113
(C) Pumping Energy Rate ^{1 9}	76	77	80	82	101	115	114

DIRECT UNDERGROUND WATER STORAGE

Units = \$/acre-foot

	2016	Firm 2017	Provi- sional 2018	Advisory			
				2019	2020	2021	2022
<u>Underground Water Storage O&M</u> ¹⁰							
Phoenix AMA	\$ 10	\$ 12	\$ 13	\$ 14	\$ 15	\$ 16	\$ 16
Tucson AMA	15	15	15	15	15	15	15
<u>Underground Water Storage Capital Charge</u> ¹¹							
Phoenix AMA	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
Tucson AMA	9	9	9	9	9	9	9

**CENTRAL ARIZONA PROJECT
FINAL 2017-2022 RATE SCHEDULE**

Approved
June 9, 2016

NOTES:

- 1) Long-Term Municipal and Industrial (M&I) Subcontract include those users that hold a M&I subcontract.
- 2) Non-Subcontract includes M&I users that are taking water under an agreement other than a subcontract and may also be referred to as "Excess" water. It is administered according to CAP's Access to Excess policy.
- 3) Recharge includes the Arizona Water Banking Authority, CAGR, BOR and M&I subcontract holders and other Arizona entities who have valid Arizona Department of Water Resources water storage permits and accrue long-term storage credits. It is administered according to CAP's Access to Excess policy.
- 4) Federal water may also be referred to as "Indian" water.
- 5) Rate is the Pumping Energy Rate 1 component. Incentives may be earned for meeting delivery goals in three areas. Any incentives earned are applied to Settlement Pool deliveries.
- 6) For M&I subcontract water, the Capital Charge is paid on full allocation regardless of amount delivered and not included in delivery rates. For 2017, the M&I subcontractors will be billed Capital Charges at \$13.50/af for the first half of the year and at a rate of \$17.50/af for the last half of the year, resulting in an average full year Capital Charge rate of \$31/af.
- 7) Fixed OM&R charge consists of Fixed O&M, "Big R" (Water delivery capital, large extraordinary maintenance projects and bond debt service) and Fixed OM&R Rate Stabilization. Debt service on CAP's Water Delivery O&M Revenue Bonds, Series 2016 is about \$3.6 million annually and is included in "Big R".
- 8) This rate is collected on all ordered water whether delivered or not.
- 9) The energy rate applies to all actual water volumes as opposed to scheduled.
- 10) Underground Water Storage O&M is paid by all direct recharge customers using CAP recharge sites.
- 11) Underground Water Storage Capital Charge is paid by all direct recharge customers except AWBA for M&I firming, the CAGR, municipal providers within the CAP service area and co-owners of CAWCD recharge facilities using no more than their share of capacity.



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>08/01/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Purchase	SUBJECT: Consideration and action to approve the purchase of three (3) new marked patrol vehicles and one (1) new unmarked patrol vehicle, at a total cost of \$200,000, under State Contract #DSPO13-038802, that were approved in the FY 2016/17 CIP budget.
DATE ACTION REQUESTED: <u>08/16/2016</u>		
<input checked="" type="checkbox"/> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Terry McDonald, Police Chief
RECOMMENDATION: Approve the purchase of four replacement patrol vehicles (three marked and one unmarked) identified in the FY 2016/17 CIP budget at a total cost of \$200,000.
PROPOSED MOTION: I move to approve the purchase of four replacement police vehicles as presented.
ATTACHMENTS: Internal request memorandum, price quotes, applicable state contract, and FY 2016/17 Capital Improvement Budget approval.

DISCUSSION: The Police Department has created an eight-year vehicle replacement program. The program will permit the timely replacement of vehicles before they become unreliable. This year's identified replacement vehicles are four Ford Crown Victoria marked units. They will be replaced with four 2017 Ford Interceptor Utility vehicles (three marked and one unmarked). The purchase will include the installation of emergency equipment, Motorola radios, make-ready accessories and graphic kit, and a 5-year/100,000 mile warranty with no first day rental. Vehicles will be purchased under the Arizona State Contract.

FINANCIAL IMPACT: \$200,000

DEPARTMENT LINE ITEM ACCOUNT: 10-551-650

BALANCE IN LINE ITEM IF APPROVED: -0-

Deputy City Manager/Finance Director:

Robert Nilles 8/11/16
 Robert Nilles Date

Approved as to Form:

Robert M. Hall 8/10/16
 Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 8/11/16
 Dr. Spencer A. Isom Date



MEMORANDUM

TO: Terry McDonald – Chief of Police

FROM: Matthew Ecker – Administrative Officer

*MRE
3/27/16*

APPROVED BY:

SUBJECT: VEHICLE PURCHASE AUTHORIZATION REQUEST

DATE: July 29, 2016

In 2007, the El Mirage Police Department rebuilt itself. As part of that process, new patrol cars were purchased. Four of those original patrol cars are still in our fleet. All of them have well over 100,000 miles on them, and all of them are incurring the ever-increasing maintenance costs that a vehicle seeing daily police use tends to incur. It's time for them to retire.

I have spoken with Peoria Ford and Creative Communications, and received quotes for the purchase of four Ford Police Interceptor Utility vehicles, the same type we are now using. Three of them will be fully marked and equipped patrol cars, while the fourth will be unmarked, nearly identical to the one assigned to Lieutenant Stewart, and assigned to Assistant Chief Liuzzo. All of the vehicles will have five year / 100,000 mile warranties.

All of the vehicles can be purchased through Peoria Ford, which holds state contract ADSP013-038802 for emergency vehicles. Peoria Ford will arrange for the up-fitting of the vehicles with police equipment, and will also handle paying Creative Communications and Motorola Solutions. This simplifies things for us, as we only need to pay one vendor instead of three.

Our Vehicle Purchase account, 10-551-650, has a current balance of \$200,000. The quoted price of this purchase totals \$181,691.60. Copies of the quotes are attached for your reference.

Vehicles are essential to what we do, and we need new ones to replace those that have reached the end of their emergency vehicle service life. I respectfully request that this purchase be authorized.

7/29/16
Approved
Terry McDonald



AZ Contract #: ADSP013-038802
 City of El Mirage
 7/29/2016
 Attn: Off Matt Ecker
 Exterior Color: Black
 Interior Color: Black
Asst Chief Car

Chad Welsh
 9130 West Bell Road
 Peoria, Arizona 85382
Phone: 623-261-0570
 Fax: 480-393-5536
 Email: cwelsh@peoriaford.com

Line Item:	Order Code	Description	Price
1	K8A	2017 Ford Interceptor Utility AWD 3.7L V6	\$26,451.24
2	51R	Spot Light - Driver Only (LED Bulb)	\$345.00
3	17T	Dome Lamp - Red White Cargo Area	\$45.00
4	17A	Aux Air Conditioning	\$532.00
5	43D	Dark Car Feature	\$17.00
6	595	Remote Keyless Entry Key Fob	\$260.00
7	DIO	Window Tint (Front 2 Windows)	\$60.00
8	DIO	Aftermarket Upfit items per Creative Comm 0080048606	\$7,244.65
9	DIO	Aftermarket Upfit items per Motorola QU0000370909	\$5,600.50
10			
11			
12			
13			
14			

Taxable Total:			\$40,555.39
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Sales Tax:		Sales Tax if applicable Peoria 8.1%	\$3,284.99
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Warranty Cost:	PremCARE	5 yr, 100,000 mile, \$100 Dect, no 1st day rental	\$2,375.00
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Tire Tax:			\$5.00
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Freight			\$0.00
----------------	--	--	--------

Total Per Unit:			\$46,220.38
------------------------	--	--	-------------

Unit Quantity Requested: **1**
 Total Price for all units Delivered: **\$46,220.38**

Thank you for this opportunity to gain your business!
 To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature: _____
Printed Name: _____

Date: _____
P.O.#: _____



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0080048606

DATE: 06/30/16

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895
 Bill To: PEORIA FORD
 9130 W. BELL ROAD
 PEORIA AZ 85345

Ship To: CITY OF EL MIRAGE POLICE
 12145 NW GRAND AVENUE
 EL MIRAGE SZ 85335-2953

Page: 1

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	MATTHEW ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	ENFWB	NFORCE INTERIOR LIGHTBAR FULL, DUAL QE003441 RED/ WHITE BLUE / WHITE FULL FLOOD	799.50	799.50
4.00	ELUC2S010J	SOUNDOFF UNIVERSAL UNDERCOVER LED INSERT (RED & BLUE) HEADLIGHT AND TAILLIGHT INSERTS	64.00	256.00
1.00	ETFBSSN-P	FLASHBACK REAR FLASHER ALTERNATING, 2.4FPS	37.00	37.00
2.00	ENFSGS1J	NFORCE SINGLE DECK/GRILLE MOUNT LIGHT, BLACK HOUSING, 6 LED'S - RED/BLUE GRILL LIGHTS	88.00	176.00
1.00	AP85/18/GPS-S11	CELL/PCS/GPS ANTENNA, COLOR BLACK, ADHESIVE MOUNT, TNC	101.25	101.25

(Continued on Page 2)



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
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QUOTE 0080048606

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EXPIRES 30 DAYS FROM ABOVE DATE

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 9130 W. BELL ROAD
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Ship To: CITY OF EL MIRAGE POLICE
 12145 NW GRAND AVENUE
 EL MIRAGE SZ 85335-2953

Page: 2

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	MATTHEW ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	425-1912	CONNECTORS. STD LENGTH 15FT		
		MIC CLIP - MAGNETIC	7.80	15.60
1.00	425-6193	16" CONTOUR CONSOLE	252.00	252.00
		FOR FORD INTERCEPTOR		
		W/ FACEPLATES ONLY		
1.00	425-6295	3" FACEPLATE FOR XTL5000 O5	.00	.00
		REMOTE HEAD/APX 7500 O5 HEAD		
1.00	425-6403	4" FACEPLATE FOR SOUNDOFF	.00	.00
		ETSA100E ETS300/380MF		
1.00	425-6051	2" FACE PLATE, BLANK	.00	.00
1.00	425-6053	3" FACE PLATE, BLANK	.00	.00
1.00	425-3704	4" DUAL ABS CUP HOLDER	31.25	31.25
2.00	425-2273	12V POWER SUPPLY LIGHTER	6.60	13.20
		ADAPTER REPLACEMENT		
1.00	AOI0001	AIRBAG SWITCH, PASSENGER SIDE	212.25	212.25
		"PLUG-IN" W/ ADAPTER KIT, FOR		
		2017 FORD PI UTILTY		
2.00	ENFSGS1J	NFORCE SINGLE DECK/GRILLE	88.00	176.00
		MOUNT LIGHT, BLACK HOUSING,		

(Continued on Page 3)



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0080048606

DATE: 06/30/16

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895
 Bill To: PEORIA FORD
 9130 W. BELL ROAD
 PEORIA AZ 85345

Ship To: CITY OF EL MIRAGE POLICE
 12145 NW GRAND AVENUE
 EL MIRAGE SZ 85335-2953

Page: 3

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	MATTHEW ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	SL8F-RB	6 LED'S - RED/BLUE REAR SIDE CARGO WINDOWS 8 HEAD FLASHING MODEL (4) RED, (4) BLUE	318.50	318.50
1.00	320330	SYSTEM MOUNT	30.00	30.00
2.00	ENFSRS1J	nFORCE SINGLE RECESS MOUNT LIGHT, SAE CLASS 1, 10-16v, BLK HOUSING, 6 LED SOLID OR SPLIT RECESSSED MOUNT IN TAILGATE WHEN OPEN	81.50	163.00
1.00	ECVDMLTST4	INTERIOR CARGO / DOME LIGHT FLUSH SURFACE MOUNT 5" X 3" - WHITE IN REAR SEAT AREA	17.20	17.20
1.00	HAF4013A	762-870MHZ 3DB LOW PROFILE ANT	43.00	43.00
1.00	ETSA481RSP	nERGY 400 SERIES REMOTE SIREN 10-16v - 100w SINGLE SPEAKER 3 YEAR WARRANTY	442.00	442.00
1.00	ES100C	100W SPEAKER, DYNAMAX ES100C	183.15	183.15

(Continued on Page 4)



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0080048606

DATE: 06/30/16

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895
 Bill To: PEORIA FORD
 9130 W. BELL ROAD
 PEORIA AZ 85345

Ship To: CITY OF EL MIRAGE POLICE
 12145 NW GRAND AVENUE
 EL MIRAGE SZ 85335-2953

Page: 4

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	MATTHEW ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	ESB-U	HIGH OUTPUT, COMPACT UNIV BAIL BRACKET, ALL VEHICLES	24.50	24.50
1.00	CH15.1.20PIUL1	CH15 POWER HARNESS, 7 FOOT HARNESS LENGTH, W/ TIMER FOR '12-15 FORD SUV UTILITY	486.25	486.25
35.00	MRINS	UPFITTING INSTALL LABOR	65.00	2,275.00
33.00	INSFSS	INSTALLER SHOP SUPPLIES	4.00	132.00
1.00	DS-PAN-702-2	TOUGHBOOK DOCKING STATION FZ-G1 TABLETS W/ POWER SUPPLY & DUAL HIGH GAIN ANTENNA	630.00	630.00
1.00	C-MD-302	HEAVY DUTY COMPUTER MONITOR KEYBOARD MOUNT AND MOTION DEVICE	310.00	310.00
1.00	C-HDM-204	POLE, TELE, HDM, SDMT, 8.5h, W W-SHRTHNDL,	120.00	120.00

SUBTOTAL 7,244.65

Quotation prepared by:

SP Name: BRANDON DICKERSON
 Phone#: Mobile: 520-631-9358
 Email: brandon.dickerson@creativecom.com

SALES TAX .00

TOTAL 7,244.65

This is a quotation on the goods named, subject to the conditions noted below. (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

PHOENIX
 3332 E. Broadway Rd.
 Phoenix, AZ 85040
 p. 602-955-8405
 f. 602-955-1049

TUCSON
 3600 S. Palo Verde Rd. Suite 105
 Tucson, AZ 85713
 p. 520-747-1516
 f. 520-747-0407

FLAGSTAFF
 4025 E. Huntington Dr. Suite 100
 Flagstaff, AZ 86004
 p. 928-779-2929
 f. 982-522-0333

LAKE HAVASU CITY
 2100 College Dr. Unit 118
 Lake Havasu City, AZ 86403
 p. 928-680-4333
 f. 928-680-4512

SHOW LOW
 501 N. 9th Place
 Show Low, AZ 85901
 p. 928-537-7459
 f. 928-537-3575



Quote Number: QU0000370909
 Effective: 28 JUL 2016
 Effective To: 26 SEP 2016

Bill-To:

PEORIA FORD
 9130 W BELL RD
 PEORIA, AZ 85382
 United States

Attention:

Name: Robert Peoples
Email: rpeoples@cityofelmirage.org

Sales Contact:

Name: Douglas Buxbaum
Email: douglas.buxbaum@creativecom.com
Phone: 6029558405

Request For Quote: 1-APX6500 7-28-16
Contract Number: ARIZONA STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$7,279.00	\$5,525.50	\$5,525.50
1a	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION			
1b	1	GA00249AC	ADD: 3 YEAR SERVICE FROM THE START COMPREHENSIVE			
1c	1	G628AC	ADD: REMOTE MOUNT CBL 17 FEET			
1d	1	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1e	1	G843AH	ADD: AES ENCRYPTION APX			
1f	1	W22BA	ADD: PALM MICROPHONE			
1g	1	G442AJ	ADD: O5 CONTROL HEAD			
1h	1	G67BC	ADD: REMOTE MOUNT MID POWER			
1i	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE			
1j	1	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
1k	1	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
1l	1	G51AU	ENH: SMARTZONE OPERATION APX6500			
1m	1	G361AH	ADD: P25 TRUNKING SOFTWARE			
1n	1	GA00580AA	ADD: TDMA OPERATION			
1o	1	G996AS	ENH: OVER THE AIR PROVISIONING			
2	75	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$75.00

(Notes)Subscriber programming

Total Quote in USD

\$5,600.50

Price based on the Arizona State Contract

#ADSPO13-036880 No freight charges per the contract.

Programming is available, but is not included, unless stated as a line item on quote. Applicable State and local Taxes will apply.

PO Issued to Motorola Solutions Inc. must:

City of El Mirage Purchase Order Request

Vendor Name

PO Req. Date:

Vendor Number:

Address

Fiscal Year:

PO Number:

City State Zip

Cooperative Purchase:

Phone

Entity

Project Name

Contract #

Budgeted: Yes No * If Capital Budget Item - Attach page from the budget

Expiration Date:

Documents Attached

PURPOSE OF SERVICES/PURCHASE

Department

Purchase Type Annual: One Time: Blanket: Cooperative: Other:

Purpose

Brief Explanation

From Dashboard	*GL Account	Acct Bal Before	Amount	Acct Bal After

TOTAL NOT TO EXCEED:

Requested by: _____ Date _____

**Department Head Approval: _____ Date _____

Purchasing Administrator: Cadle Collins _____ Date _____

Deputy City Manager (If Applicable): _____ Date _____

City Finance Director: Robert Nilles _____ Date _____

City Manager: Dr. Spencer A. Isom _____ Date _____

Council Approved : Yes No **If Yes, please ATTACH the agenda items submitted and the Council Action

*If account balance is negative, what account/line item number will be used to cover the overage?

Account Number

Account Balance

I certify by my signature on this document that I have complied with all City and State procurement requirements and this purchase is not intended to circumvent City quotation or solicitation requirements.



AZ Contract #: ADSP013-038802

City of El Mirage

7/29/2016

Attn: Off Matt Ecker

Exterior Color: Black

Interior Color: Black

Patrol

Chad Welsh

9130 West Bell Road

Peoria, Arizona 85382

Phone: 623-261-0570

Fax: 480-393-5536

Email: cwelsh@peoriaford.com

Line Item:	Order Code	Description	Price
1	K8A	2017 Ford Interceptor Utility AWD 3.7L V6	\$26,451.24
2	51R	Spot Light - Driver Only (LED Bulb)	\$345.00
3	17T	Dome Lamp - Red White Cargo Area	\$45.00
4	17A	Aux Air Conditioning	\$532.00
5	43D	Dark Car Feature	\$17.00
6	DIO	Window Tint (Front 2 Windows)	\$60.00
7	DIO	Aftermarket Upfit items per Cretive Comm 0080048602	\$12,121.52
8			
9			
10			
11			
12			
13			
14			

Taxable Total:			\$39,571.76
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Sales Tax:		Sales Tax if applicable Peoria 8.1%	\$3,205.31
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Warranty Cost:	PremCARE	5 yr, 100,000 mile, \$100 Dect, no 1st day rental	\$2,375.00
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Tire Tax:			\$5.00
------------------	--	--	--------

Freight			\$0.00
----------------	--	--	--------

Total Per Unit:			\$45,157.07
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Unit Quantity Requested: **3**
 Total Price for all units Delivered: **\$135,471.22**

Thank you for this opportunity to gain your business!

To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature: _____

Date: _____

Printed Name: _____

P.O.#: _____



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0080048602

DATE: 06/28/16

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895
 Bill To: PEORIA FORD
 9130 W. BELL ROAD
 PEORIA AZ 85345

Ship To: CITY OF EL MIRAGE POLICE
 12145 NW GRAND AVENUE
 EL MIRAGE SZ 85335-2953

Page: 1

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	SGT ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		EL MIRAGE P.D. 2016 EXPLORER VIN GGA86481 VIN GGA77924 VIN GGA86480		
12.00	ELUC2S010J	SOUNDOFF UNIVERSAL UNDERCOVER LED INSERT (RED & BLUE)	64.00	768.00
3.00	ETFBSN-P	FLASHBACK REAR FLASHER ALTERNATING, 2.4FPS	37.00	111.00
6.00	ENFSSS1R	nFORCE SINGLE SURFACE MOUNT LIGHT, SAE CLASS 1, 10-16v, BLK HOUSING,6 LED SOLID RED SIDE OF PUSH BUMPER	81.50	489.00
3.00	AP85/18/GPS-S11	CELL/PCS/GPS ANTENNA, COLOR BLACK, ADHESIVE MOUNT, TNC CONNECTORS. STD LENGTH 15FT	101.25	303.75
3.00	BK0393ITU16	PB300 VS ALUMINUM BUMPER FULL FOR 2016 INTERCEPTOR UTILITY	296.77	890.31
6.00	425-1912	MIC CLIP - MAGNETIC	7.80	46.80

(Continued on Page 2)



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0080048602

DATE: 06/28/16

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895
 Bill To: PEORIA FORD
 9130 W. BELL ROAD
 PEORIA AZ 85345

Ship To: CITY OF EL MIRAGE POLICE
 12145 NW GRAND AVENUE
 EL MIRAGE SZ 85335-2953

Page: 2

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	SGT ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	475-0051	GR9 DUAL GUNMOUNT	241.50	724.50
		GR9-870/AR BLM VERTICAL MOUNT		
3.00	425-6193	16" CONTOUR CONSOLE FOR FORD INTERCEPTOR W/ FACEPLATES ONLY	252.00	756.00
3.00	425-6295	3" FACEPLATE FOR XTL5000 O5 REMOTE HEAD/APX 7500 O5 HEAD	.00	.00
3.00	425-6403	4" FACEPLATE FOR SOUND OFF ETSA100E ETS300/380MF	.00	.00
3.00	425-6051	2" FACE PLATE, BLANK	.00	.00
3.00	425-6053	3" FACE PLATE, BLANK	.00	.00
3.00	425-3704	4" DUAL ABS CUP HOLDER	31.25	93.75
6.00	425-2273	12V POWER SUPPLY LIGHTER ADAPTER REPLACEMENT	6.60	39.60
3.00	AOI0001	AIRBAG SWITCH, PASSENGER SIDE "PLUG-IN" W/ ADAPTER KIT, FOR '15 TAHOE	212.25	636.75
3.00	475-0300	WINDOW ARMOR (BAR STYLE) & ABS DOOR PANELS; FOR FORD	312.00	936.00

(Continued on Page 3)



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0080048602

DATE: 06/28/16

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895

Bill To: PEORIA FORD
 9130 W. BELL ROAD
 PEORIA AZ 85345

Ship To: CITY OF EL MIRAGE POLICE
 12145 NW GRAND AVENUE
 EL MIRAGE SZ 85335-2953

Page: 3

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	SGT ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	*PAINT	INTERCEPTOR PAINT VEHICLE	1,144.50	3,433.50
3.00	*GRAPHICKIT	PAINT ROOF AND DOORS WHITE GRAPHIC KIT	615.00	1,845.00
3.00	*GRAPHICINS	PRICING BASED ON QUOTE QUOTE #65188 GRAPHICS INSTALL	125.00	375.00
3.00	S4702UJINT13	PRICING BASED ON QUOTE CHARCOAL GREY ABS, STANDARD TRANSPT SEAT (straight back)	923.75	2,771.25
6.00	ENFSGS1J	POLY. WINDOW CARGO BARRIER NFORCE SINGLE DECK/GRILLE MOUNT LIGHT, BLACK HOUSING, 6 LED'S - RED/BLUE	88.00	528.00
3.00	SL8F-RB	REAR SIDE WINDOWS 8 HEAD FLASHING MODEL (4) RED, (4) BLUE LIGHT TURNS OFF WHEN TAILGATE OPEN	318.50	955.50

(Continued on Page 4)



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Page: 4

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	SGT ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	320330	SYSTEM MOUNT	30.00	90.00
3.00	VALR44-2634831	VALOR LIGHT BAR 44" RED/BLUE	1,875.00	5,625.00
6.00	ENFSRS1J	nFORCE SINGLE RECESS MOUNT LIGHT, SAE CLASS 1, 10-16v,BLK HOUSING, 6 LED SOLID OR SPLIT RECESSED MOUNT IN TAILGATE WHEN OPEN.	81.50	489.00
3.00	ECVDMLTST4	INTERIOR CARGO / DOME LIGHT FLUSH SURFACE MOUNT 5" X 3" - WHITE MOUNT IN PRISONER AREA OFF TOGGLE SWITCH ON CONSOLE.	17.20	51.60
3.00	HAF4013A	762-870MHZ 3DB LOW PROFILE ANT	43.00	129.00
3.00	ETSA481RSP	nERGY 400 SERIES REMOTE SIREN 10-16v - 100w SINGLE SPEAKER 3 YEAR WARRANTY	442.00	1,326.00
3.00	ES100C	100W SPEAKER, DYNAMAX ES100C HIGH OUTPUT, COMPACT	183.15	549.45
3.00	ESB-U	UNIV BAIL BRACKET,ALL VEHICLES	24.50	73.50

(Continued on Page 5)



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0080048602

DATE: 06/28/16

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 17895
 Bill To: PEORIA FORD
 9130 W. BELL ROAD
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 EL MIRAGE SZ 85335-2953

Page: 5

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
BLD		MAKE READY	SGT ECKER 602 882 0237	00/00/00	5% 15 DAYS / NET

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	CH15.1.20PIUL2	CH15 POWER HARNESS, 20 FOOT HARNESS LENGTH, W/ TIMER FOR '12-15 FORD SUV UTILITY	486.25	1,458.75
3.00	475-0303	SPACE CREATOR - FULL WINDOW W/ SAFETY WIRE (INCLUDES: CENTER HSEP ONLY) FORD	562.50	1,687.50
3.00	475-0789	HSEP - 2P - STEEL PI PI UTILITY 13+ FORD	81.25	243.75
127.50	INSFSS	INSTALLER SHOP SUPPLIES	4.00	510.00
127.50	MRINS	UPFITTING INSTALL LABOR	65.00	8,287.50
3.00	HKB-FPIU13	LIGHT BAR HOOK KIT, 55.5" ROOF WIDTH FOR '13-14 INTERCEPTOR UTILITY	.00	.00
3.00	475-8314	CENTER HSEP, PI UTILITY FOR PARTITIONS 475-0303 & 475-0304	46.60	139.80

SUBTOTAL 36,364.56

Quotation prepared by:

SP Name: BRANDON DICKERSON
 Phone#: Mobile: 520-631-9358
 Email: brandon.dickerson@creativecom.com

SALES TAX .00

TOTAL 36,364.56

This is a quotation on the goods named, subject to the conditions noted below. (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

PHOENIX
 3332 E. Broadway Rd.
 Phoenix, AZ 85040
 p. 602-955-8405
 f. 602-955-1049

TUCSON
 3600 S. Palo Verde Rd. Suite 105
 Tucson, AZ 85713
 p. 520-747-1516
 f. 520-747-0407

FLAGSTAFF
 4025 E. Huntington Dr. Suite 100
 Flagstaff, AZ 86004
 p. 928-779-2929
 f. 982-522-0333

LAKE HAVASU CITY
 2100 College Dr. Unit 118
 Lake Havasu City, AZ 86403
 p. 928-680-4333
 f. 928-680-4512

SHOW LOW
 501 N. 9th Place
 Show Low, AZ 85901
 p. 928-537-7459
 f. 928-537-3575

City of El Mirage Purchase Order Request

Vendor Name

PO Req. Date:

Vendor Number:

Address

Fiscal Year:

PO Number:

City State Zip

Cooperative Purchase:

Phone

Entity

Project Name

Contract #

Budgeted: Yes No * If Capital Budget Item - Attach page from the budget

Expiration Date:

Documents Attached

PURPOSE OF SERVICES/PURCHASE

Department

Purchase Type Annual: One Time: Blanket: Cooperative: Other:

Purpose

Brief Explanation

From Dashboard	*GL Account	Acct Bal Before	Amount	Acct Bal After

TOTAL NOT TO EXCEED:

Requested by: _____ Date _____

**Department Head Approval: _____ Date _____

Purchasing Administrator: Cadle Collins _____ Date _____

Deputy City Manager (If Applicable): _____ Date _____

City Finance Director: Robert Nilles _____ Date _____

City Manager: Dr. Spencer A. Isom _____ Date _____

Council Approved : Yes No **If Yes, please ATTACH the agenda items submitted and the Council Action

*If account balance is negative, what account/line item number will be used to cover the overage?

Account Number

Account Balance

I certify by my signature on this document that I have complied with all City and State procurement requirements and this purchase is not intended to circumvent City quotation or solicitation requirements.



Master Blanket Purchase Order ADSP013-038802

Header Information

Purchase Order Number:	ADSP013-038802	Release Number:	0	Short Description:	Statewide Law Enforcement Vehicles
Status:	3PS - Sent	Purchaser:	Lori Sherill	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/04/2013 04:40:17 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	180	Print Dest Detail:	If Different	Pcard Enabled:	Yes
Catalog ID:		Release Type:	Direct Release	Actual Cost:	\$0.00
Contact Instructions:	Lori.Sherill@azdoa.gov or (602) 542-7144	Tax Rate:			

Master Blanket/Contract End Date (Maximum): 01/03/2018 11:59:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Attachments: [PO Terms & Conditions](#), [Solicitation File](#), [Restructured Consolidated Contract Document](#), [Contract Administration File](#), [Supplemental Pricing Information ADSP013-038802.zip](#), [Change Order 02 Summary ADSP013-038802 7.17.13.doc](#), [Change Order No. 3 Summary, 2015 Pricing](#), [Change Order No. 6 Price Adjustment](#), [Certificate of Insurance](#)

Primary Vendor Information & PO Terms

Vendor: 000025942 - PFVT MOTORS INC
 Chad Welsh
 9130 West Bell Road
 Peoria, AZ 85382
 US
 Email: cw elsh@vtaig.com
 Phone: (623)977-8888
 FAX: (480)393-5536

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: F.O.B., Destination

Freight Terms: Freight Prepaid

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to cw elsh@vtaig.com at 01/22/2013 08:29:17 AM	
Change Order 1	Emailed to cw elsh@vtaig.com at 01/22/2013 08:37:59 AM	01/22/2013 08:52:27 AM
Change Order 3	Emailed to cw elsh@vtaig.com at 11/01/2013 03:20:26 PM	11/01/2013 03:41:01 PM
Change Order 4	Emailed to cw elsh@vtaig.com at 11/04/2013 04:44:37 PM	11/05/2013 10:26:56 AM
Change Order 2	Emailed to cw elsh@vtaig.com at 08/20/2013 05:05:02 PM	08/21/2013 08:47:21 AM
Change Order 5	Emailed to cw elsh@vtaig.com at 01/24/2014 01:32:01 PM	01/24/2014 04:12:54 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000025942</u>	12037597830	PFVT MOTORS INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 01/04/2013 **Master Blanket/Contract End Date:** 01/04/2015

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$5,636,348.86	\$0.00

Item Information

1-5 of 9
 1 2

Print Sequence # 6.0, Item # 6: Extended Warranty- Please see attached document for extended w arranty prices 3PS - Sent

NIGP Code: 963-91
 Warranties

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 7.0, Item # 7: Delivery Fee- Please see the attached document for delivery fees 3PS - Sent

NIGP Code: 962-89
 Vehicle Transporting Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 8.0, Item # 8: Upfitting- Please see attached document for upfitting charges 3PS - Sent

NIGP Code: 055-86
 Tanks and Miscellaneous Accessories and Parts (Not Otherwise Listed)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 9.0, Item # 9: Parts and Services as stated within contract 3PS - Sent

NIGP Code: 060-66
 Parts and Accessories, Automotive, Miscellaneous (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 14.0, Item # 1: Ford Police Interceptor FWD E85 3.5L 3PS - Sent

NIGP Code: 071-05

Automobiles, Police and Security Equipped

Bid # / Bid Item #: ADSP013-00002460 / 14 Quote # / Quote Item #: 000016870 / 14

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$22,631.24	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Project No.:

Building Code:

Cost Code:

1-5 of 9

1 2

Exit

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Bid Solicitation: ADSP013-00002460

Header Information

Bid Number:	ADSP013-00002460	Description:	Statewide Law Enforcement Vehicles	Bid Opening Date:	12/18/2012 03:00:59 PM
Purchaser:	Ryan Litner	Organization:	State of Arizona		
Department:	ADSP0 - State Procurement Office	Location:	SPO - State Procurement Office		
Fiscal Year:	13	Type Code:		Allow Electronic Quote:	Yes
Alternate Id:		Required Date:		Available Date :	11/21/2012 01:21:00 PM
Info Contact:		Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Open Market				

Pre Bid Conference: A Pre-Bid Conference will be held Monday December 10th at 11:00 a.m. Arizona Time at the State Procurement Office, 100 N. 15th Ave. Suite 201A, Phoenix, AZ 85007

Bulletin Desc:

Ship-to Address:	State Procurement Office 100 N 15th Ave. Suite 201 Phoenix, AZ 85007 US Email: spo@azdoa.gov Phone: (602)542-5511	Bill-to Address:	GSD Accounting 100 N. 15th Avenue Suite 202 Phoenix, AZ 85007 US Email: dawn.slater@azdoa.gov Phone: (602)364-4871	Print Format:	
-------------------------	---	-------------------------	---	----------------------	--

Attachments: [Attachment I: Organizational Profile](#) , [Attachment II: Vehicle Warranties](#) , [Attachment III: Upfit , Upfit Price Sheet](#) , [Attachment IV: Price Sheet \(Amended\)](#) , [Attachment V: Supplemental Pricing , Solicitation Amendment 1](#) , [Statewide Law Enforcement Vehicles IFB \(Amended 2\)](#) , [Solicitation Amendment 2](#)

Bid Method: Invitation for Bid (IFB)

Amendments:	Amendment #	Amendment Date	Amendment Note
	1	12/12/2012 01:08:12 PM	This amendment is to address any questions for the solicitation. Item 20 1. Item 20 added. Attachment Changes: Header 1. File 'Statewide Law Enforcement Vehicles IFB (Amended)'; File 'Statewide Law Enforcement Vehicles IFB (Amended)' added . 2. File 'Attachment V: Supplemental Pricing': Show Attachment to Vendor Flag changed from "Yes" to "No". 3. File 'Statewide Law Enforcement Vehicles IFB': Show Attachment to Vendor Flag changed from "Yes" to "No". 4. File 'Solicitation Amendment 1': File 'Solicitation Amendment 1' added . 5. File 'Attachment IV: Price Sheet (Amended)': File 'Attachment IV: Price Sheet (Amended)' added . 6. File 'Attachment V:

Supplemental Pricing: File 'Attachment V: Supplemental Pricing' added . 7. File 'Attachment IV: Price Sheet': Show Attachment to Vendor Flag changed from "Yes" to "No".

2 12/13/2012
04:24:46 PM

This amendment is to address any further questions for the solicitation. Item 14 1. Description changed from "Ford Police Interceptor FWD 3.5L- PLEASE ENTER \$1" to "Ford Police Interceptor FWD E85 3.5L- PLEASE ENTER \$1". Item 15 1. Item 15 canceled. Item 18 1. Description changed from "Ford Police Interceptor Utility FWD 3.7L- PLEASE ENTER \$1" to "Ford Police Interceptor Utility FWD E85 3.7L- PLEASE ENTER \$1". Attachment Changes: Header 1. File 'Solicitation Amendment 2': File 'Solicitation Amendment 2' added . 2. File 'Statewide Law Enforcement Vehicles IFB (Amended)': Show Attachment to Vendor Flag changed from "Yes" to "No". 3. File 'Statewide Law Enforcement Vehicles IFB (Amended 2)': File 'Statewide Law Enforcement Vehicles IFB (Amended 2)' added .

Item Information

1-5 of 20

1 2 3 4

Item # 1: (071 - 05) Chevrolet Caprice 9C1 3.6L- PLEASE ENTER \$1

NIGP Code: 071-05

Automobiles, Police and Security Equipped

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer:

Brand:

Model:

Make:

Packaging:

Counties Requiring Service:

Item # 2: (071 - 05) Chevrolet Caprice 9C1 E85 3.6L- PLEASE ENTER \$1

NIGP Code: 071-05

Automobiles, Police and Security Equipped

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer:

Brand:

Model:

Make:

Packaging:

Counties Requiring Service:

Item # 3: (071 - 05) Chevrolet Caprice 9C1 6.0L- PLEASE ENTER \$1

NIGP Code: 071-05

Automobiles, Police and Security Equipped

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer: Brand: Model:
 Make: Packaging:
 Counties Requiring Service:

Item # 4: (071 - 05) Chevrolet Caprice 9C1 E85 6.0L- PLEASE ENTER \$1

NIGP Code: 071-05
 Automobiles, Police and Security Equipped

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer: Brand: Model:
 Make: Packaging:
 Counties Requiring Service:

Item # 5: (071 - 05) Chevrolet Impala 9C1 3.6L- PLEASE ENTER \$1

NIGP Code: 071-05
 Automobiles, Police and Security Equipped

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer: Brand: Model:
 Make: Packaging:
 Counties Requiring Service:

1-5 of 20
 1 2 3 4

Capital Project Descriptions

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10540617	COMMUNITY DEVELOPMENT	PLOTTER/SCANNER REPLACEMENT	33,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

Replace the City's primary color plotter/scanner. The existing plotter/scanner is used to print GIS maps and other color exhibits and signs for nearly every City Department and for our business partners. The maps are used for infrastructure planning and development and to present during council meetings and work sessions to provide a visual representation of a given initiative. Other uses include printing enlarged monthly special event posters and signs, the senior center activity calendar and menu, and other requests.

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10551650	POLICE	REPLACEMENT VEHICLES	200,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

An eight year vehicle replacement program has been created. The program will permit the timely replacement of vehicles before they become unreliable. It is estimated that over an eight year period most patrol vehicles will reach 100,000 miles of service use. Non-patrol vehicles will be replaced with Dodge pickups on a similar time frame, however they may be used by other departments after that period of time if the vehicle is still reliable. This year's identified replacement vehicles are four Ford Crown Victoria marked units. Over the course of the five year capital plan, 12 patrol and 8 non-patrol vehicles will be replaced.

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10551617	POLICE	RADIO REPLACEMENT	28,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

Police Radio Replacement - Authorized funds will be used to purchase four of the five remaining mobile radios for the three Motorcycles, and Command Van; not the Crime Scene Van. The radios plus accessories are estimated at \$6,800 each for approximately \$28,000. This would satisfy the department's radio inventory replacement.

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10551617	POLICE	POLE CAMERA	8,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

Purchase a police pole camera as an investigative tool to monitor, prevent and suppress criminal activities, such as overt or covert surveillance, and intelligence. It would allow the streaming of images contemporaneously/real time allowing monitoring and subsequent police response, especially in geographic areas that are not conducive to surveillance. Pole cameras are often used for investigative purposes such as drug and human trafficking, stolen property (auto theft and bicycle rings), and other criminal activities which are manpower and resource-intensive.

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10551659	POLICE	SPILLMAN HR MODULE	7,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

Purchase the Spillman Personnel Module, a component of our existing records management system. This module will replace an antiquated, unsupported access data base system which is currently used to track personnel and training information including position information (start date, termination/retirement date, position, supervisor), personal contact information (home address, phone number, emergency contact information), and training information (classes attended, continuing and proficiency hours). Sworn personnel are required to have multiple hours of continuing and proficiency hours every year in order to maintain their Arizona certification. This will provide a more stable tracking environment, supported in the Spillman system. The first year's maintenance is included.

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10561635	FIRE	PORTABLE RADIOS	16,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

The FY 16/17 request is for two radios bringing the total to 13 as required by Phoenix Regional Dispatch. Phoenix Regional Dispatch has implemented a personal accountability system that requires each radio to be identified with a specific unit and assignment, this will reflect internally as four radios per engine company in which we have two, three radios for the Medic unit and two radios for the Battalion unit (incident commander). The addition of the two radios will complete this project.

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10561650	FIRE	REPLACEMENT VEHICLE	48,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

Replacement of a 2002 Ford Expedition with 109,000 miles with a Dodge RAM pickup including associated light and striping package.

ACCOUNT #	DEPARTMENT	PROJECT TITLE	PROJECT AMOUNT
10480661	INFORMATION TECHNOLOGY	DESIGN/INSTALL FIBER OPTIC - EL MIRAGE ROAD	100,000
PROJECT DESCRIPTION		OPERATING IMPACT:	

Design and installation of high speed fiber optic cable into conduit (El Mirage Road Project) to connect the City facilities. The project will follow the phases of the El Mirage Road project. When finished, it will provide the City with its own Fiber connecting the facilities, increasing the speed and reducing the costs associated with leased lines. Projected payback period from leased line savings is approximately four years from project completion.



Master Blanket Purchase Order ADSP013-049554

Header Information

Purchase Order Number:	ADSP013-049554	Release Number:	0	Short Description:	Vehicles, New Purchases Statewide
Status:	3PS - Sent	Purchaser:	Lori Noyes	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	06/06/2013 04:02:40 PM	Control Code:	
Alternate ID:	ADSP012-016661	Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	120	Print Dest Detail:	If Different	Release Type:	Direct Release
Catalog ID:		Tax Rate:		Pcard Enabled:	No
Contact Instructions:	Lori.Noyes@azdoa.gov or (602) 542-7144	Actual Cost:		Actual Cost:	\$0.00
Master Blanket/Contract End Date (Maximum):	09/30/2017 11:59:59 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:					

PO Terms & Conditions - OLD IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf Attachments I - VIII Word Documents.zip Avondale Awarded Jeep

Agency Attachments: [Vehicles.xls](#) [Avondale Dodge Vehicle Specifications.zip](#) [Document~1.pdf](#) [Avondale Dodge Offer and Acceptance.pdf](#) [Vehicles New Purchases Statewide General Contract Documents~6.zip](#) [Award Summaries~41.zip](#) [Dodge Journey Spec Sheet Contract Amendment Contract Re-Assignment Change Order 01 Summary ADSP012-049554.doc](#) [Change Order No. 2 - Unilateral Change Order Change Order No. 3 Price Update Change Order Change Order No. 7 Renewal to 10.2015.pdf](#) [Current Certificate of Insurance Change Order No. 8 Price Adjustment LHM Current Pricing Change Order No.9 - Renewal Current LHM Contract Pricing](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000033049 - LHM CORP ADR
 joe maggio
 10101 w papago freeway
 avondale, AZ 85323
 US
 Email: joe.maggio@lhmauto.com
 Phone: (623)925-0011
 FAX: (623)298-1108

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: F.O.B., Destination

Freight Terms: Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to jamaggio@earthlink.net at 06/11/2013 02:11:56 PM	06/13/2013 08:23:30 AM
Change Order 1	Emailed to jamaggio@earthlink.net at 08/16/2013 01:46:53 PM	08/22/2013 09:58:47 AM
Change Order 2	Emailed to jamaggio@earthlink.net at 10/17/2013 01:07:17 PM	10/17/2013 01:17:09 PM
Change Order 3	Emailed to jamaggio@earthlink.net at 10/28/2013 09:09:55 AM	10/28/2013 09:43:38 AM
Change Order 4	Emailed to jamaggio@earthlink.net at 01/28/2014 03:14:46 PM	02/03/2014 02:04:15 PM
Change Order 5	Emailed to jamaggio@earthlink.net at 02/20/2014 10:06:02 AM	02/20/2014 10:11:40 AM
Change Order 6	Emailed to jamaggio@earthlink.net at 08/13/2014 12:54:53 PM	09/10/2014 10:27:34 AM
Change Order 7	Emailed to jamaggio@earthlink.net at 01/20/2015 02:31:43 PM	01/21/2015 07:42:28 AM
Change Order 8	Emailed to jamaggio@earthlink.net at 07/22/2015 06:01:33 PM	07/23/2015 07:30:25 AM
Change Order 9	Emailed to jamaggio@earthlink.net at 08/21/2015 04:28:35 PM	08/24/2015 09:48:46 AM
Change Order 10	Emailed to jamaggio@earthlink.net at 02/02/2016 01:39:44 PM	02/17/2016 07:20:32 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000033049	PZ000033049	LHM CORP ADR	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 01/17/2012 **Master Blanket/Contract End Date:** 10/01/2016
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$2,757,337.92	\$0.00

Item Information

1-5 of 74
 1 2 3 4 5 6 7 8 9 10

Print Sequence # 0.2, Item # 48: Full Size Trucks - This item should be used if a vehicle listed on the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost. 3PS - Sent

NIGP Code: 072-02
 Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 0.3, Item # 72: Upfitting Costs 3PS - Sent

NIGP Code: 065-12
 Body and Frame Parts (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 0.4, Item # 73: EXTENDED WARRANTY (to be used if line item is not available) NOTE: REFERENCE ALTERNATIVE DESCRIPTION FIELD FOR BASE MANUFACTURER WARRANTY NAME, GRADUATING LEVEL PLAN NAME, TERM, AND VEHICLE(S) WARRANTY APPLIES TO. 3PS - Sent

NIGP Code: 963-91
 Warranties

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 0.5, Item # 74: Taxes 3PS - Sent

NIGP Code: 963-79
 Surcharges and Taxes (To Include Fuel Surcharges and Taxes)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 1.0, Item # 1: Sedans - This item should be used if a vehicle listed on the the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost. 3PS - Sent

NIGP Code: 071-04
 Automobiles and Station Wagons

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

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 1 2 3 4 5 6 7 8 9 10

Exit



Contract Change Order Summary

Contract No.: ADSPO13-049554

Change Order No.: 9

Date: July 21, 2015

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

Vehicles, New Purchases Statewide

LHM CORP ADR

1. The above mentioned contract is hereby amended as follows:
 - a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months **through 10/1/2016**.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



Uniform Terms and Conditions

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



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- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.



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- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.



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5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure
 - 6.4.1 Except for payment of 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; flood; 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.
 - 6.4.2. Force Majeure shall not include the following occurrences:
 - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



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6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. 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.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.



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- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

Vehicles, New Purchases Statewide - All Current Contract Prices
 ADSPO12-049554-LHM CORP

Make	Model/Type	2012 Base Price	2013 Base Price	2014 Base Price	2015 Base Price	2016 Base Price
Chrysler	300 LXCH48 Base	\$ 24,011.00	\$ 24,011.00	\$ 24,901.00	\$ 25,321.00	\$ 26,840.00
Dodge	1500 CREW CAB DS1H98 SLT 5.7L	\$ 21,139.00	\$ 21,139.00	\$ 22,354.00	\$ 23,125.00	\$ 26,799.00
Dodge	1500 CREW CAB DS1L98 ST 4.7I	\$ 18,823.00	\$ 18,823.00	n/a	n/a	n/a
Dodge	1500 CREW CAB DS1L98 ST 5.7L	\$ 19,261.00	\$ 19,261.00	\$ 21,316.00	\$ 21,915.00	\$ 24,293.00
Dodge	1500 CREW CAB DS6H98 SLT 5.7L	\$ 23,398.00	\$ 23,398.00	\$ 24,685.00	\$ 24,920.00	\$ 29,964.00
Dodge	1500 CREW CAB DS6L98 ST 4.7L	\$ 20,728.00	\$ 20,728.00	n/a	n/a	n/a
Dodge	1500 CREW CAB DS6L98 ST 5.7L	\$ 21,397.00	\$ 21,397.00	\$ 22,995.00	\$ 23,410.00	\$ 27,578.00
Dodge	1500 QUAD CAB DS1L41 ST 3.7L	\$ 17,120.00	\$ 17,120.00	\$ 20,945.00	\$ 21,740.00	\$ 23,482.00
Dodge	1500 QUAD CAB DS1L41 ST 4.7L	\$ 17,898.00	\$ 17,898.00	n/a	n/a	n/a
Dodge	1500 QUAD CAB DS1L41 ST 5.7L	\$ 18,998.00	\$ 18,998.00	\$ 19,946.00	\$ 20,945.00	\$ 23,978.00
Dodge	1500 QUAD CAB DS6L41 ST 4.7L	\$ 20,391.00	\$ 20,391.00	n/a	n/a	n/a
Dodge	1500 QUAD CAB DS6L41 ST 5.7L	\$ 21,191.00	\$ 21,191.00	\$ 22,111.00	\$ 23,315.00	\$ 26,412.00
Dodge	1500 REG CAB DS1L61 ST 3.7L	\$ 17,199.00	\$ 17,199.00	\$ 22,116.00	\$ 22,916.00	\$ 24,831.00
Dodge	1500 REG CAB DS1L61 ST 4.7L	\$ 17,798.00	\$ 17,798.00	n/a	n/a	n/a
Dodge	1500 REG CAB DS1L61 ST 5.7L	\$ 17,998.00	\$ 17,998.00	\$ 19,452.00	\$ 20,765.00	\$ 23,485.00
Dodge	1500 REG CAB DS1L62 ST 3.7L	\$ 17,399.00	\$ 17,399.00	\$ 22,342.00	\$ 23,410.00	\$ 26,212.00
Dodge	1500 REG CAB DS1L62 ST 5.7L	\$ 18,094.00	\$ 18,094.00	\$ 19,651.00	\$ 20,965.00	\$ 23,483.00
Dodge	1500 REG CAB DS6L61 ST 4.7L	\$ 19,447.00	\$ 19,447.00	n/a	n/a	n/a
Dodge	1500 REG CAB DS6L61 ST 5.7L	\$ 19,595.00	\$ 19,595.00	\$ 20,616.00	\$ 21,910.00	\$ 23,820.00
Dodge	2500 CREW CAB DJ2L91 ST 5.7L	\$ 21,326.00	\$ 23,295.00	\$ 24,965.00	\$ 25,430.00	\$ 28,630.00
Dodge	1500 CREW CAB 4x4 SSV	\$ -	\$ -	\$ -	\$ -	\$ 28,699.00
Dodge	2500 CREW CAB DJ7L92 ST 6.7L DIESEL	\$ -	\$ 31,785.00	\$ 35,996.00	\$ 36,420.00	\$ 39,220.00
Dodge	2500 CREW CAB DJ2L91 ST 5.7L	\$ -	\$ 21,326.00	\$ 22,866.00	\$ 23,780.00	\$ 26,740.00
Dodge	2500 CREW CAB DJ2L91 ST 6.7L DIESEL	\$ -	\$ 30,098.00	\$ 32,874.00	\$ 33,484.00	\$ 36,884.00
Dodge	2500 CREW CAB DJ2L92 ST 5.7L	\$ -	\$ 21,227.00	\$ 22,998.00	\$ 23,480.00	\$ 26,495.00
Dodge	2500 CREW CAB DJ2L92 ST 6.7 DIESEL	\$ -	\$ 29,899.00	\$ 32,976.00	\$ 33,415.00	\$ 35,920.00
Dodge	2500 CREW CAB DJ7L91ST 5.7L	\$ -	\$ 22,998.00	\$ 24,840.00	\$ 25,940.00	\$ 27,840.00
Dodge	2500 CREW CAB DJ7L91ST 6.7 DIESEL	\$ -	\$ 31,718.00	\$ 35,996.00	\$ 36,111.00	\$ 38,213.00
Dodge	2500 REG CAB DJ2L62 ST 5.7L	\$ -	\$ 19,024.00	\$ 21,992.00	\$ 22,400.00	\$ 24,680.00
Dodge	2500 REG CAB DJ2L62 ST 6.7 DIESEL	\$ -	\$ 30,330.00	\$ 32,874.00	\$ 33,288.00	\$ 36,089.00
Dodge	2500 REG CAB DJ7L62 ST 5.7L	\$ -	\$ 21,366.00	\$ 23,841.00	\$ 24,781.00	\$ 26,940.00
Dodge	2500 REG CAB DJ7L62 ST 6.7 DIESEL	\$ -	\$ 32,201.00	\$ 33,981.00	\$ 34,321.00	\$ 36,410.00
Dodge	3500 CREW CAB D23L91 4X2 ST DIESEL	\$ -	\$ 30,080.00	\$ 33,184.00	\$ 34,214.00	\$ 36,410.00
Dodge	3500 CREW CAB D23L92 4X2 DRW DIESEL	\$ -	\$ 30,503.00	\$ 33,463.00	\$ 34,663.00	\$ 36,620.00
Dodge	3500 CREW CAB D23L92 SRW DIESEL	\$ -	\$ 29,482.00	\$ 31,542.00	\$ 32,240.00	\$ 34,380.00
Dodge	3500 CREW CAB D28L91 149 SRW ST DIESEL	\$ -	\$ 33,279.00	\$ 35,479.00	\$ 36,680.00	\$ 39,775.00
Dodge	3500 CREW CAB D28L92 169 DRW ST DIESEL	\$ -	\$ 33,782.00	\$ 35,481.00	\$ 36,680.00	\$ 39,775.00
Dodge	3500 CREW CAB D28L92 169 SRW ST DIESEL	\$ -	\$ 32,791.00	\$ 35,657.00	\$ 36,600.00	\$ 39,775.00
Dodge	3500 REG CAB D23L62 4X2 140 DRW ST 4X2 ST	\$ -	\$ 29,782.00	\$ 32,892.00	\$ 33,248.00	\$ 35,848.00
Dodge	3500 REG CAB D28L62 140 DRW 4X4 ST	\$ -	\$ 32,498.00	\$ 35,456.00	\$ 36,650.00	\$ 39,980.00
Dodge	Avenger JDSH41 SE	\$ 15,521.00	\$ 15,827.00	Discontinued	Discontinued	Discontinued
Dodge	AVENGER JSDE41 SXT	\$ 17,293.00	\$ 17,662.00	Discontinued	Discontinued	Discontinued
Dodge	Charger LDDM48 SE	\$ 20,549.00	\$ 20,549.00	\$ 21,900.00	\$ 23,410.00	\$ 24,620.00

Vehicles, New Purchases Statewide - All Current Contract Prices
 ADSP012-049554-LHM CORP

Make	Model/Type	2012 Base Price	2013 Base Price	2014 Base Price	2015 Base Price	2016 Base Price
Dodge	Charger LDDS48 SXT	\$ 22,329.00	\$ 22,729.00	\$ 24,425.00	\$ 25,825.00	\$ 25,935.00
Dodge	Dart (replaces Avenger SE)	\$ -	\$ -	\$ 16,932.00	\$ 17,342.00	\$ 18,480.00
Dodge	Dart (replaces Avenger SE)	\$ -	\$ -	\$ 20,468.00	\$ 20,874.00	\$ 22,784.00
Dodge	DURANGO WDDH75 CREW V6	\$ 26,204.00	\$ 26,204.00	n/a	n/a	\$ 27,381.00
Dodge	DURANGO WDDH75 CREW V8	\$ 28,118.00	\$ 28,118.00	n/a	n/a	\$ 29,927.00
Dodge	DURANGO WDDL75 SXT	\$ 22,597.00	\$ 22,597.00	\$ 24,208.00	\$ 25,780.00	\$ 26,430.00
Dodge	DURANGO WDEH75 CREW V6	\$ 28,629.00	\$ 28,629.00	n/a	n/a	\$ 29,871.00
Dodge	DURANGO WDEH75 CREW V8	\$ 29,916.00	\$ 29,916.00	n/a	n/a	\$ 31,647.00
Dodge	DURANGO WDEL75 SXT	\$ 24,553.00	\$ 24,553.00	\$ 27,468.00	\$ 28,940.00	\$ 29,830.00
Dodge	GRAN CARAVAN RTKM53 SXT	\$ 21,909.00	\$ 22,449.00	\$ 22,948.00	\$ 23,818.00	\$ 24,730.00
Dodge	GRAND CARAVAN RTKH53 SE	\$ 20,739.00	\$ 21,284.00	\$ 21,484.00	\$ 21,784.00	\$ 21,983.00
Dodge	JOURNEY JCDE49 SXT	\$ 19,511.00	\$ 19,511.00	\$ 19,547.00	\$ 21,320.00	\$ 22,840.00
Dodge	JOURNEY JCDH49 SE	\$ 16,855.00	\$ 17,790.00	\$ 18,306.00	\$ 20,906.00	\$ 18,430.00
Dodge	JOURNEY JCEE49 SXT	\$ 21,133.00	\$ 21,638.00	\$ 21,932.00	\$ 22,430.00	\$ 23,730.00
Dodge	Ram Promaster 1/2 ton	\$ -	\$ -	\$ 27,522.00	\$ -	\$ -
Dodge	Ram Promaster 3/4 ton	\$ -	\$ -	\$ 29,465.00	\$ -	\$ -
Dodge	Ram Promaster 1 ton	\$ -	\$ -	\$ 31,936.00	\$ -	\$ -
Dodge	RAM VAN RTKE53	\$ 19,576.00	\$ 19,576.00	\$ 20,459.00	\$ -	\$ -
Jeep	LIBERTY KKL74 SPORT	\$ 17,042.00	\$ 17,042.00	n/a	n/a	n/a
Jeep	LIBERTY KKTLL74 SPORT	\$ 16,098.00	\$ 16,098.00	n/a	n/a	n/a

Prepared For:
CITY OF EL MIRAGE
12145 NW GRAND AVE
EL MIRAGE, AZ 85335



Date: 7/27/2016

Sls: Mgr:

VEHICLE		NO TRADE	
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Vehicle:	2017 RAM TRKS RAM 1500 4WD DS6L	Vehicle:	
Stock No:		Color:	
VIN:		VIN:	
Mileage:	0	Mileage:	

PURCHASE OPTION	
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Vehicle Price	\$40,460.00
Preferred Customer Discount	\$11,761.00
Subtotal	\$28,699.00
Fees	\$5.00
Taxes	\$2,238.52
Total Price	\$30,942.52

2017 STATE CONTRACT ADSPD 13-1049554

Options

Fees

Tire Fee \$5.00

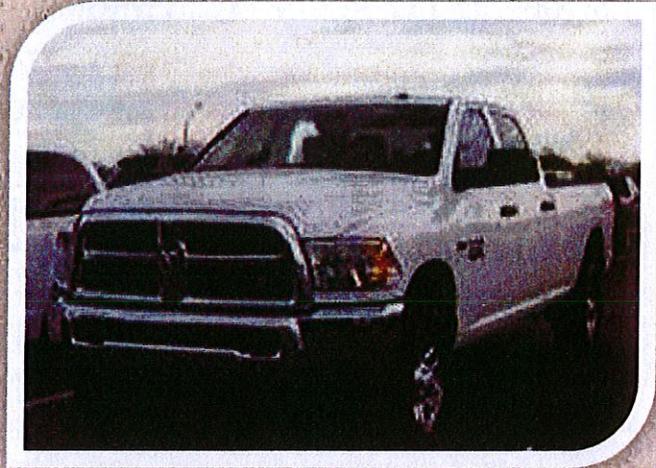
Buyer _____ Date _____

 _____ Date 7/27/16

REPLACEMENT VEHICLE

FIRE

The FY 16/17 request is for a replacement vehicle identified as BC121. This vehicle will be repurposed as the Fire Chiefs vehicle. The vehicle that will be repurposed is a 2003 Ford Expedition with 55,233 miles. The vehicle that will be replaced is a 2002 Ford Expedition, this vehicle has 109,000 miles. We are requesting a 2015 Dodge RAM 2500 4WD priced at approximately \$42,000.



Additionally, the 2003 currently has an electrical problem that we have been chasing for approximately 18 months, during the repurposing it is likely to clear the electrical issue while extending the life of that vehicle.

CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-General	Taxes		\$42,000				\$42,000	\$42,000
Buildings									
Improvements									
Total				\$42,000				\$42,000	\$42,000



MEMORANDUM

TO: Sharon Antes

FROM: Chief Terry A. McDonald

SUBJECT: Pending Liquor License #10076785 (R-G Mini Mart)

DATE: 07/29/2016

An Application for Liquor License was submitted to the El Mirage City Clerk's Office for the R-G Mini Mart located at 12239 NW Grand Av, El Mirage, Az. 85335

This application is scheduled to go before the City Council on August 16, 2016.

Upon review of the submitted material, the following response is submitted:

- No Comment

- Disapproval recommended (must be accompanied by an explanation)



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

AFFIDAVIT OF POSTING

Date of Posting: 6/29/2016 Date of Posting Removal: 8/8/2016

Applicant's Name: Daoud Kamal
Last First Middle

Business Address: 12239 NW Grand Ave, El Mirage 85335
Street City Zip

License #: 10076785

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

Chris Herrbach Code Officer 623-500-3000
Print Name of City/County Official Title Phone Number

[Signature] 6/29/2016
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



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

15 JUN 21 09:14 PM 4 21

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

- SECTION 1** This application is for a:
- Interim Permit (Complete Section 5)
 - New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
 - Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
 - Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
 - Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
 - Government (Complete Sections 2, 3, 4, 10, 13, 16)
 - Seasonal

- SECTION 2** Type of Ownership:
- J.T.W.R.O.S. (Complete Section 6)
 - Individual (Complete Section 6)
 - Partnership (Complete Section 6)
 - Corporation (Complete Section 7)
 - Limited Liability Co (Complete Section 7)
 - Club (Complete Section 8)
 - Government (Complete Section 10)
 - Trust (Complete Section 6)
 - Tribe (Complete Section 6)
 - Other (Explain) _____

SECTION 3 Type of license

1. Type of License: series 10 LICENSE # 10076785

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Daoud Kamal
Last First Middle

2. Owner Name: R-G Mini Mart LLC
(Ownership name for type of ownership checked on section 2)

3. Business Name: R-G Mini Mart
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 12239 NW Grand Ave EL Mirage AZ 85335 Maricopa
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 12239 NW Grand Ave EL Mirage AZ 85335 Maricopa
(All correspondence will be mailed to this address) Street City State Zip Code County

6. Business Phone: 623 583-2650 Daytime Contact Phone: 623-606-0591

7. Email Address: Kamal-daoud3@yahoo.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No

If yes, what City, Town or Tribal Reservation is this Business located in: _____

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees:	<u>100.00</u> Application	<u>100.00</u> Interim Permit	<u>22.00</u> Department Use Only Site Inspection Finger Prints	<u>\$ 222.00</u> Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by:	<u>JR</u>	Date:	<u>06-21-16</u>	License # <u>10076785</u>

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 10075972

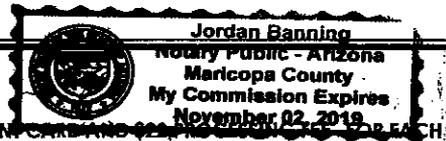
2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

Heldmat Kaban
 I, ARMY IN PACT FOUR REMON C declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on
 (Print Full Name) MAN SUCR the stated license and location.

X [Signature] State of Arizona County of Maricopa
 (Signature of CURRENT Individual Owner/Agent) P.O.A. The foregoing instrument was acknowledged before me this

My commission expires on: 11-02-2019 Date 21st of June 2016 Day Month Year
 Signature of NOTARY PUBLIC



SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$25 FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

General Power of Attorney

(with Durable Provision)

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

45 JUN 21 10:41 AM '01

TO ALL PERSONS, be it known that I, REMON E MANSOUR
of 1297 BERMUDA LN, EL CAJON CA 92021
the undersigned Grantor (hereinafter Principal), do hereby make and grant a general power of attorney to HIKMAT
YOUSIE of 8950 W. GROVES AVE, PEORIA AZ 85382
and do thereupon constitute and appoint said individual as my Attorney-in-Fact/Agent.

If my Agent is unable to serve for any reason, I designate N/A
of _____, as my successor Agent.

My Attorney-in-Fact/Agent shall act in my name, place and stead in any way that I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The Principal must write his or her initials in the corresponding blank space of each box below with respect to each of the subdivisions (A) through (N) below for which the Principal wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)

- [REM] (A) Real estate transactions
- [REM] (B) Tangible personal property transactions
- [REM] (C) Bond, share and commodity transactions
- [REM] (D) Banking transactions
- [REM] (E) Business operating transactions
- [REM] (F) Insurance transactions
- [] (G) ~~Gifts to charities and individuals other than Attorney in Fact/Agent~~
(If trust distributions are involved or tax consequences are anticipated, consult an attorney.)
- [] (H) ~~Claims and litigation~~
- [] (I) ~~Personal relationships and affairs~~
- [] (J) ~~Benefits from military service~~

- [] (K) ~~Records, reports and statements~~
- [] (L) ~~Full and unqualified authority to my Attorney-in-Fact/Agent to delegate any or all of the foregoing powers to any person or persons whom my Attorney-in-Fact/Agent shall select~~
- [] (M) ~~Access to safe deposit box(es)~~
- [] (N) ~~All other matters~~

Durable Provision:

- [] (O) **If the blank space in the block to the left is initialed by the Principal, this power of attorney shall not be affected by the subsequent disability or incompetence of the Principal.**

Other Terms: _____

My Attorney-in-Fact/Agent hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he or she in his or her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

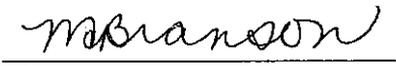
TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 21st day of December, 2009.

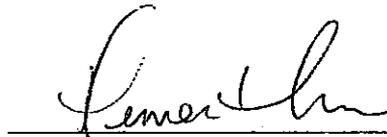
Signed in the presence of:



Witness



Witness



Grantor (Principal)

 Attorney-in-Fact/Agent

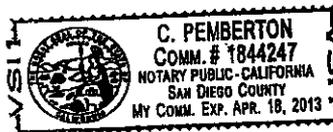
State of California
County of San Diego

On 12-21-2009, before me, C. Pemberton Notary Public
appeared _____, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Signature of Notary



Affiant Known Produced ID
Type of ID US Passport
(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 12-21-2019 before me, C. Pemberton, Notary Public
(Here insert name and title of the officer)

personally appeared Remon E. Mansour

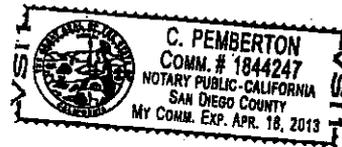
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. Pemberton
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

General Power of Attorney
(Title or description of attached document)

Attorney
(Title or description of attached document continued)

Number of Pages 4 Document Date 12/21/19

including this page
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

- Name of Corporation/ L.L.C.: A-G Mini Mart LLC K.D. Arizona
- Date Incorporated/Organized: 6-7-2016 State where Incorporated/Organized: Phoenix K.D.
- AZ Corporation or AZ L.L.C File No: L2098263-2 Date authorized to do Business in AZ: 7-1-2016 K.D.
- Is Corp/L.L.C. Non Profit? Yes No pending K.D.
- List Directors, Officers, Members in Corporation/L.L.C.: 6-20-16

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Daoud	Kamal		Manager member	12239 NW Grand Ave	El Mirage		
				AZ 85335			

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Daoud	Kamal		100	12239 NW Grand Ave	El Mirage		
					AZ		85335

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

A.R.S. § 4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.
The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18
- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: K.D. 1.2 / 9500 ft Name of School: EL Mirage Elementary school
 (If less than one (1) mile note footage)

2. Distance to nearest Church: K.D. 0.2 / 3200 ft Address: 13500 N EL Mirage AZ 85335
 (If less than one (1) mile note footage) Name of Church: My Fathers house christian
 Address: 14414 N Primrose EL Mirage AZ 85335

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

2. If the premise is leased give lessors: Name: Issa Rubadi
 Address: 1464 E victor Phoenix AZ 85022
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 3300

4. What is the remaining length of the lease? Yrs. Nine years Months _____

5. What is the penalty if the lease is not fulfilled? \$ _____ or Other: 10% in Eleven days
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Convenience store

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No

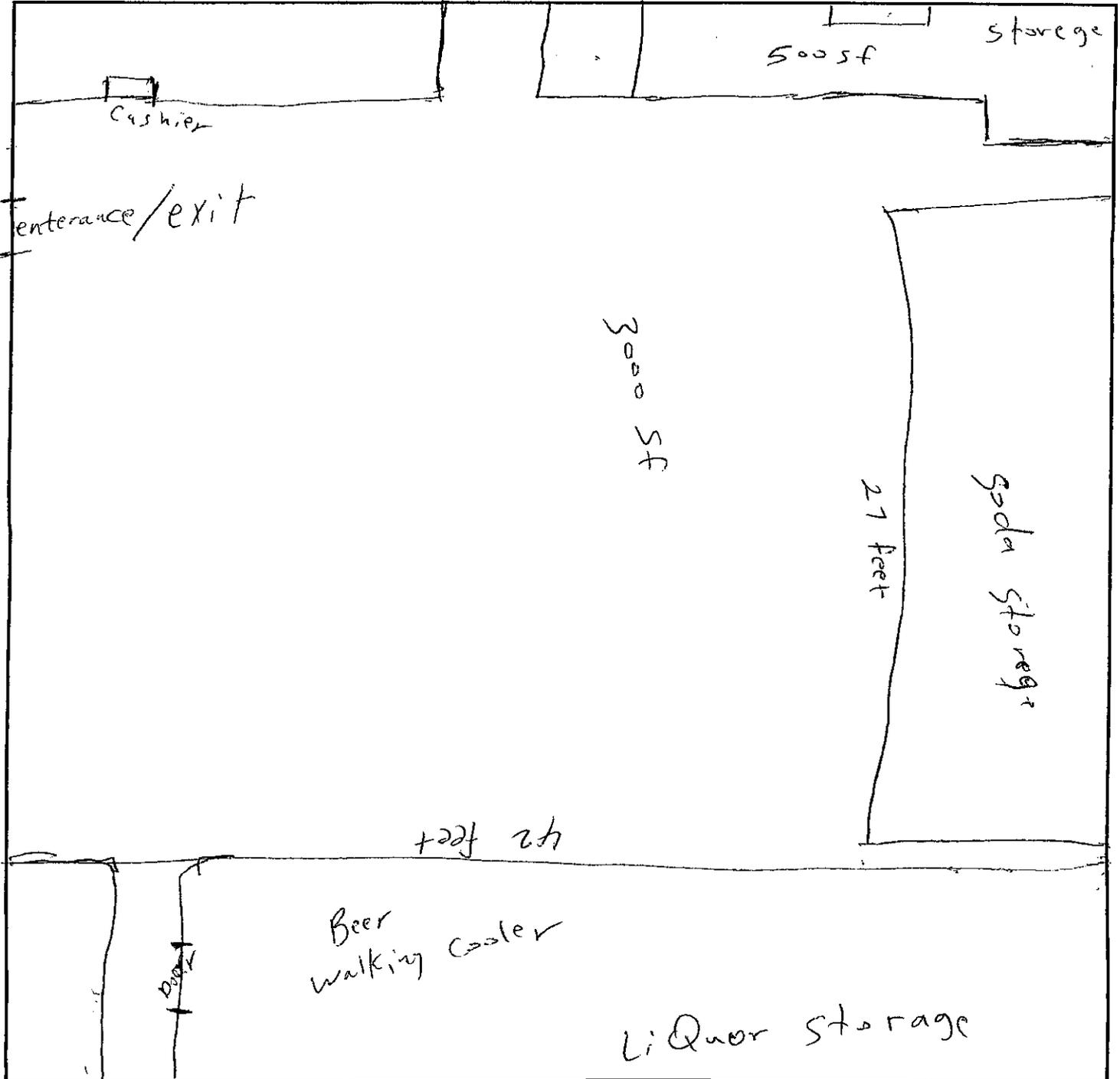
If yes, give license number and licensee's name:
 License #: 10075972 Individual Owner /Agent Name: Remon Mansour
(Exactly as it appears on license)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES



SECTION 15 Restaurant or hotel/motel license applicants

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas **Patio:** Contiguous
- Walk-up windows Drive-through windows Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No
If yes, what is your estimated completion date? _____

Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
- 5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

K.O
(Applicant's Initials)

SECTION 17 SIGNATURE BLOCK

NOTARY

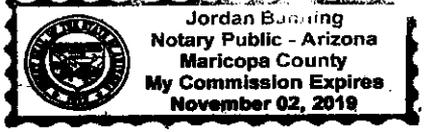
I, (Print Full Name) Kamal Daoud, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(Signature of CURRENT Individual Owner/Agent)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My commission expires on: 11-02-2019
Date

21st of June, 2016
Day Month Year



[Signature]
Signature of NOTARY PUBLIC

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

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

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

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

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



COUNCIL REQUEST REVIEW

August 16, 2016

APPLICANT INFORMATION

Case: PZ14-10-39
Owner: City of El Mirage, Arizona
Agent: Melissa Parker, Reliant Land Services
Request (s): Conditional Use Permit for a Wireless Communication Facility

PROPERTY INFORMATION

Parcel(s): APN509-09-769
Address: 12800 N. 127th Avenue, El Mirage, Arizona 85335
Property History: Current Zoning: SN – Suburban Neighborhood (9/22/2011)
Land Area: Total lot area: 74,325 sq. ft. (1.7 acres)
Building Area: 484 sq. ft.

ZONING / LAND USES

Existing Zoning: SN – Suburban Neighborhood
Proposed Zoning: SN – Suburban Neighborhood
Noise Zone: 65 to 70 ldn
Flood Zone: No

SURROUNDING PROPERTY

North: SN – Suburban Neighborhood - Single Family Residential
East: SN – Suburban Neighborhood - Single Family Residential
South: NR – Natural Reserve – Open Space
West: SN – Suburban Neighborhood - Single Family Residential

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage [2.3 miles]
Fire: City of El Mirage [1.8 miles]

ACCESS

Road: 127th Avenue
Class: Residential Street
Improvements: Paved 2 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 Neighborhoods planning area. A wireless communications facility is compatible with the General Plan. The proposed facility requires a Conditional Use Permit (C.U.P.) in the City's zoning districts.
- Considerations:** The Verizon Wireless Company is requesting to install a monopole in a City owned property and will enter into a lease agreement for a period of thirty (30) years, with a payment of five (5) years upfront. At the request of the City staff Verizon has agreed to disguise the monopole by turning it in to a monopine, a pole with artificial pine tree branches to hide the antennas and blend with the surrounding environment. The max height of the monopole would be forty five (45) feet tall, approximately half the average of a full size monopole. This is the fifth wireless communication facility requested in the City in the last two years, and the fourth on City property. This facility will enhance the existing wireless communication coverage; they will also be providing additional revenue to the City.
- The Planning and Zoning Commission held a public hearing on July 12, 2016, where they recommend approval of the Conditional Use Permit with a 4-0 vote. The meeting was attended by an El Mirage resident who had concerns about the monopine blocking their satellite signal. City staff and applicant addressed his concerns, no further public comments have been received as of date.
- Recommendations:** City staff does not object to the application and recommends approval of the 45' tall Wireless Communications Facility Monopole ("Monopine" option).
- Stipulations:** None
- Attachment:** July 12, 2016 Planning Commission Meeting Minutes, Application, Lease Agreement and Memorandum of Lease Agreement.

**CITY OF EL MIRAGE
PLANNING AND ZONING COMMISSION
MEETING MINUTES
JULY 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 Commission Chairperson Frank Carnal, Vice-Chairperson Monica Dorsey, Commission Member Justin McCarty and Robyn Freberg. Commission Member Martin Crosby was excused. City staff present, Jorge Gastelum, Director of Development & Community Services/City Engineer, Jose A. Macias, Development Services Coordinator/GIS and Tom Doyle, Economic Development Specialist.

III. APPROVAL OF THE MINUTES OF MAY 12, 2016 AND JUNE 14, 2016

There being no changes to the May 12, 2016 meeting minutes, McCarty made a motion to approve the minutes, seconded by Dorsey, motion passed 3-0, Carnal recused himself from the vote, Carnal did not attend the May meeting. There being no quorum for voting on the June 14, 2016 meeting minutes, Commission Chairperson Carnal tabled the item for the next Planning and Zoning Meeting.

IV. OLD BUSINESS

None

V. NEW BUSINESS/PUBLIC HEARING ITEM

1. Swearing in of re-appointed Commission Members.

Sharon Antes, City Of El Mirage City Clerk, swore in Commission Members Monica Dorsey and Robin Freberg to a two (2) year term to end in June 2018.

2. Appoint a new Commission Chairperson and Vice-Chairperson.

Carnal opened the discussion by requesting nominees for Chairperson, Dorsey nominated Carnal. There being no other nominations, the Commission members voted Carnal as the Commission Chairperson with a 4-0 vote.

Carnal opened the discussion by requesting nominees for Vice-Chairperson, Carnal nominated Dorsey. There being no other nominations, the Commission members voted Dorsey as the Commission Vice-Chairperson with a 4-0 vote.

3. Public hearing, discussion, & recommendation for a Conditional Use Permit for a Wireless Communication Facility (Monopole) at 12800 N. 127th Lane, El Mirage Arizona 85335.

Chairperson Carnal opened the public hearing; Macias presented the staff report to the Commission Members and audience. Dorsey made a comment expressing her appreciation for Verizon for agreeing to build a monopine to camouflage the pole; she stated it look nice and it's a great fit for the area.

Carnal made a call to audience for comments. Don Forsythe, 12729 W. Dahlia Drive, El Mirage Arizona 85335. Mr. Forsythe asked how tall the monopole was going to be; Macias answered that the equipment would be at a height of forty-five (45) feet high and the monopine at fifty (50) feet high. Mr. Forsyth was concerned that the monopine would interfere with the satellite signal. Melissa Parker, Reliant Land Services, stated that the frequency is different and should not interfere with the satellite dish signal. Mr. Forsythe stated he's not concerned about the frequency, but more about the height blocking the satellite signal. Parker stated that the monopine is far back that it should not block the signal, but if it did, Verizon would help solve the matter. Carnal ask if there was anyone else who would like to speak on the matter. Mrs. Forsythe asked if the Verizon coverage would improve in the area; Parker stated yes, that coverage in the neighborhood would be great.

There being no other comments, Carnal closed the public hearing and asked for a motion, Dorcey made the motion to recommend approval for a conditional use permit as presented, second by McCarty, motion passed with a 4-0 vote.

VI. DISCUSSION ITEM

None

VII. STAFF REPORT

Gastelum reported on the following items; 1) The Arizona Department of Transportation has started the Grand Avenue and Thunderbird Road intersection project. As part of this project, Thompson Ranch Road will be closed north of Grand Avenue until August 2 for the BNSF's crossing. 2) Thunderbird Road will also be closed between A street and El Frio Street the weekend of July 23rd. 3) Please visit the El Mirage's website for weekly traffic restrictions and suggested routes.

VIII. COMMISSIONER COMMENTS

No comments.

IX. ADJOURNMENT

Planning and Zoning Commission Chairperson Frank Carnal adjourned the commission meeting at 6:17 p.m.

Jose A. Macias, DSC/GIS

Frank Carnal, Chairperson

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

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply): **CASE NO:** PZ17-10-39

- | | |
|--|---|
| <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: 12800 N 127th Ln. El Mirage AZ

Assessor's Parcel Number: 509-09-769

APPLICANT / OWNER INFORMATION:

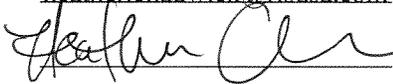
Applicant: RLS - Heather Chadwick Owner: City of El Mirage

Address: 7201 E. Camelback Rd Ste 310 Address: 12145 NW Grand Ave

City/ST/Zip: Scottsdale, AZ 85251 City/ST/Zip: El Mirage, AZ 85335

Phone: 480-275-1609 Phone: 623-876-2996

Email: heather.chadwick@rlsusa.com Email: _____

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
- n/a Deed and/or Title Report
- n/a Drainage Report
- A.L.T.A. Survey
- n/a Phase I Environmental Site Assessment
- n/a Preliminary Landscape Plans
- Filing Fee (see latest fee schedule)

Official Use:

Date Received: _____

TAC Review: _____

P&Z Meeting: _____

CC Meeting: _____

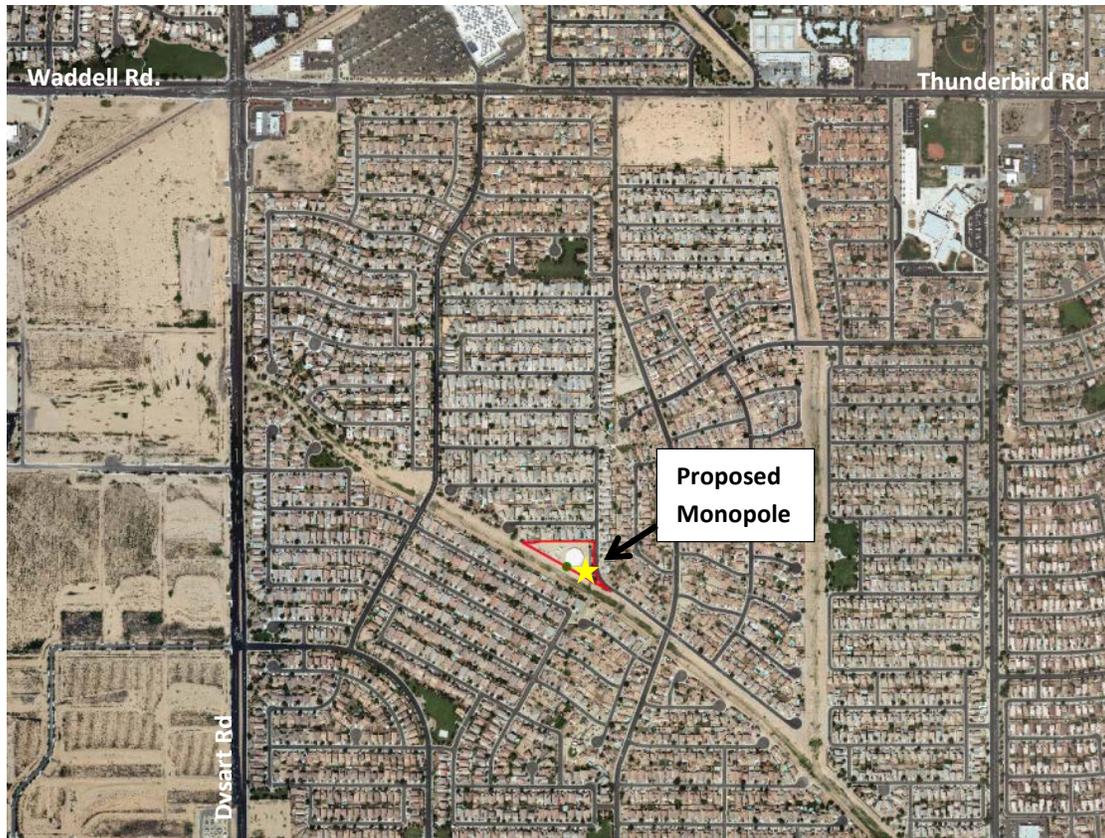
Cases which are not active within six (6) months from TAC Review Comments will be considered inactive and closed by staff.

PROJECT NARRATIVE

Verizon Wireless Site – PHO 127th

12800 N. 127th Ln. El Mirage, AZ 85335

Submitted March 29, 2016, Revised April 19, 2016



Applicant:

Reliant Land Services, Inc., representing Verizon

7201 E. Camelback Rd. #310,

Scottsdale, AZ 85251

PUROSE OF REQUEST

Verizon Wireless is proposing to construct a 45' tall Wireless Communications Facility Monopole on a 1.7 acre property owned by the City of El Mirage and operated as one of the cities Water Compounds. The property is located at the 12800 N. 127th Lane in El Mirage, Arizona, Parcel Number 509-09-769. The zoning category is Suburban Neighborhood. The purpose of this application is to request a Conditional Use Permit for the purpose of obtaining zoning approval for a new 45' tall communications tower.

DESCRIPTION OF PROPOSAL

Verizon Wireless respectfully requests approval to allow a new 45' monopole and related equipment associated with the Wireless Communications Facility. As depicted on the Site Plan and Elevations, the tower will be near the south end of the parcel. The placement of the Wireless Communication Facility in the lower half of the parcel will not impede from the operations that exist today.



Specifically, the WCF includes twelve panel antennas mounted at a 41' high RAD Center with a top antenna height of 45'. The panel antennas are used for coverage to communicate with phones. This proposal has been designed to have the lowest impact on the surrounding area, while meeting the technology

requirements of the digital age. The capability of wireless technology is expanding and requires new equipment to meet emergency first responder and customer demand.

The Monopole and the accompanying equipment will be inside the water compound to increase the safety and prevent vandalism. Also by being inside the water compound it will provide a noise barrier for the AC equipment, and the emergency generator which should only operate usually once per week for about a half hour during normal business hours to maintain adequate serviceability. The generator and equipment is only as loud as a normal home A/C unit. There will be a 6ft tall chain link fence constructed around the Wireless Communication Facility to increase the safety of the equipment. The site will have a designated tech parking space designed to meet the city standards and will only generate approximately one trip per 4-6 weeks for a technician to service the equipment.

There are no setback requirements for this location per Zoning Ordinance 154.110.D.5, Facilities located on city property shall not be required to meet the setback requirements.

RELATIONSHIP TO SURROUNDING PROPERTIES

The land use and zoning Classifications surrounding the parcel are as follows:

North, East and West: SN (Suburban Neighborhood)

South: NR (Natural Reserve)

The monopole is approximately 104 feet away from the nearest residential property line which is to the east. To the north it is approximately 235 feet away from residential property line and south approximately 140 feet.

SITE HISTORY

Previously, Verizon Wireless was proposing to construct a 35' tall Wireless Communications Facility disguised as a street light. The ground compound would be set within the open space to the southeast of the pole. The ground compound is proposed to include a 10'8" high masonry wall designed to match the existing walls in the area and provide compound security. This original site is approximately 570' to the West of the current proposed site, within Dahlia Dr. cul-da-sac. The City of El Mirage suggested that the WCF be moved within the water compound to enhance the security at the site.

LOCATION AND ACCESSIBILITY

The site is located on N 127th Ln. It currently operates as a City Water Compound with 8 foot walls surrounding the parcel. Direct access to the site is off of N. 127th Ln, with a designated tech parking space. The installation of a lockbox at the site has been proposed for the use of Verizon tech's entering the compound.

DEVELOPMENT SCHEDULE

The WCF Tower will be scheduled for completion as soon as all necessary approvals are obtained, and construction is expected to take approximately 60 days.

COMMUNITY FACILITIES AND SERVICES

This site is located in the El Mirage School District, but as this is an uninhabited facility, no school impact is created. Installation of this tower will fill a current gap in service in this area and will help provide better customer call completion, emergency communications, and 911 First Responders service calls.

SUMMARY

The construction of this facility will help all types of wireless communication in the region, filling a gap in service. We respectfully request approval of the site plan for Verizon.

Submitted by:

Heather Chadwick, Site Development Specialist on behalf of Verizon Wireless Communications
Reliant Land Services, Inc., 7201 E. Camelback Rd. #310 Scottsdale, AZ 85251

Heather.chadwick@RLSUSA.COM

480-275-1609



PHO 127TH

12800 N. 127TH LANE
EL MIRAGE, AZ 85335
MARICOPA COUNTY

SITE PHOTO



PLANS PREPARED BY:



CONSULTING GROUP:

PROJECT TEAM

SITE ACQUISITION:

RELIANT LAND SERVICES
7201 E. CAMELBACK RD., SUITE 310
SCOTTSDALE, AZ 85251
CONTACT: MELISSA PARKER
PHONE: (602) 453-0050
DIRECT: (602) 328-0275
MELISSA.PARKER@RLSUSA.COM

ZONING/PERMITTING:

RELIANT LAND SERVICES
7201 E. CAMELBACK RD., SUITE 310
SCOTTSDALE, AZ 85251
CONTACT: MELISSA PARKER
PHONE: (602) 453-0050
DIRECT: (602) 328-0275
MELISSA.PARKER@RLSUSA.COM

ARCHITECTURAL & ENGINEERING:

RELIANT LAND SERVICES
7201 E. CAMELBACK RD., SUITE 310
SCOTTSDALE, AZ 85251
CONTACT: BENJAMIN KHAM
PHONE: (602) 453-0050
DIRECT: (562) 881-7194
BENJAMIN.KHAM@RLSUSA.COM

RF ENGINEER:

VERIZON WIRELESS
126 W GEMINI DR
TEMPE, AZ 85283
CONTACT: LIBER TEIXIDO
DIRECT: (602) 320-0079
LIBER.TEIXIDO@VERIZONWIRELESS.COM

SURVEYOR:

AMBIT
412 EAST SOUTHERN AVENUE
TEMPE, ARIZONA 85282
MATT FORD
PHONE: (480) 659-4072
MATTFORD@AMBITCONSULTING.US

CONSTRUCTION MANAGER

VERIZON WIRELESS
126 W GEMINI DR
TEMPE, AZ 85283
CONTACT: MICHAEL HOFFMAN
DIRECT: (602) 510-0061
MICHAEL.HOFFMAN@VERIZONWIRELESS.COM

PROJECT SUMMARY

APPLICANT / LESSEE:

VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, AZ 85283

PROPERTY INFORMATION:

OWNER: CITY OF EL MIRAGE
12145 NW GRAND AVENUE
EL MIRAGE, ARIZONA, 85335

PHONE: 623-876-2996
FAX: 623-876-4605

LESSEE: VERIZON

OCCUPANCY TYPE: S-2 (TELECOM FACILITY)

CURRENT ZONING: SN-SUBURBAN NEIGHBORHOOD

LEASE AREA: 484 S.F.

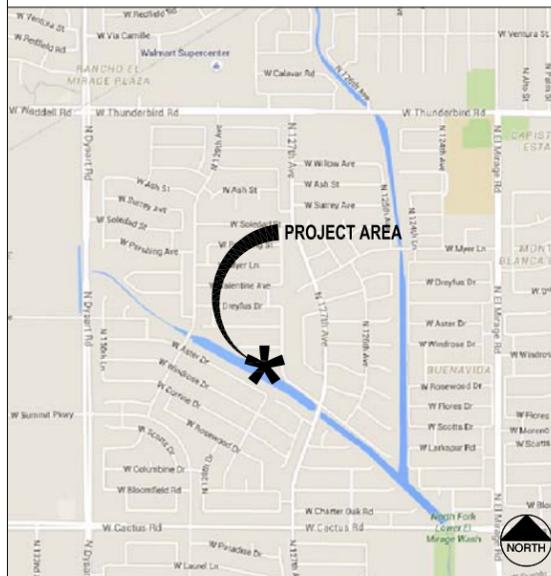
JURISDICTION: CITY OF EL MIRAGE

APN: 509-09-769

ACCESSIBILITY REQUIREMENTS:

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN
ACCORDANCE WITH THE 2012 ARIZONA BUILDING CODE.

VICINITY MAP



SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
LS-1	SITE SURVEY
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	EQUIPMENT PLAN & ANTENNA LAYOUT
A-4	ARCHITECTURAL ELEVATIONS

ISSUED FOR

ZONING

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2012	INTERNATIONAL BUILDING CODE	2012	ICC A117 ACCESSIBLE AND USABLE BUILDING
2012	INTERNATIONAL RESIDENTIAL CODE	2012	ADA STANDARDS FOR ACCESSIBLE DESIGN
2012	INTERNATIONAL PLUMBING CODE		
2012	INTERNATIONAL FUEL GAS CODE		
2012	INTERNATIONAL MECHANICAL CODE		
2012	INTERNATIONAL CONSERVATION CODE		
2012	INTERNATIONAL ENERGY CONSERVATION CODE		
2012	INTERNATIONAL FIRE CODE		
2012	NATIONAL ELECTRICAL CODE INCLUDING ANNEXES A-1		
2012	NFPA 99		

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

DISCIPLINE	SIGNATURE	DATE
LANDLORD		
PROPERTY OWNER		
PROJECT MANAGER		
DEVELOPMENT MGR.		
RF ENGINEER		
CONSTRUCTION		
ZONING		
SITE ACQUISITION		
TOWER OWNER		

PROJECT DESCRIPTION

CONSTRUCTION OF AN UNMANNED TELECOMMUNICATION FACILITY FOR VERIZON WIRELESS. THE PROJECT ENTAILS THE INSTALLATION OF THE FOLLOWING:

- INSTALLATION OF A PROPOSED CHAIN LINK FENCE COMPOUND
- INSTALLATION OF (12) PROPOSED PANEL ANTENNAS (4 ANTENNAS PER SECTOR, 3 SECTORS TOTAL) MOUNTED ON A PROPOSED 50'-0" HIGH MONOPINE.
- INSTALLATION OF A PROPOSED (1) GPS ANTENNA
- INSTALLATION OF (18) PROPOSED RRU'S & (18) PROPOSED A2'S (6 RRU'S + 6 A2'S PER SECTOR)
- INSTALLATION OF (3) PROPOSED HYBRID FIBER CABLES WITH (3) RAYCAP SURGE PROTECTORS
- INSTALLATION OF A PROPOSED (3) EQUIPMENT CABINETS ON 4'x10' CONCRETE PAD.
- INSTALLATION OF A PROPOSED (1) 30KW DC GENERATOR WITH A 55 GALLON DIESEL STORAGE MOUNTED ON 8'x4' CONCRETE PAD
- INSTALLATION OF PROPOSED (1) ELECTRICAL PANEL, (2) TELCO CABINETS & DISCONNECT



DRIVING DIRECTIONS

DIRECTIONS FROM VERIZON WIRELESS OFFICE IN TEMPE, AZ OFFICE:

- FROM 126 W. GEMINI DR., TEMPE: HEAD WEST ON W GEMINI DR TOWARD S ASH AVE
- TURN LEFT ONTO S ASH AVE
- TURN RIGHT ONTO W GUADALUPE RD
- TURN RIGHT AT THE 1ST CROSS STREET ONTO S KYRENE RD
- TURN RIGHT ONTO W BASELINE RD
- TURN LEFT ONTO S MILL AVE
- TURN LEFT TO MERGE ONTO US-60 W TOWARD PHOENIX / I-10
- MERGE ONTO I-10 W/ US-60 W
- TAKE THE I-10 E EXIT
- KEEP LEFT AT THE FORK, MERGE ONTO I-10 W
- TAKE EXIT 133B FOR AZ-101 LOOP N
- TAKE EXIT 78 FOR GLENDALE AVE
- TURN LEFT ON GLENDALE AVE
- CONTINUE GLENDALE AVE
- TURN RIGHT ONTO N EL MIRAGE RD
- TURN LEFT ONTO W CACTUS RD
- TURN RIGHT ONTO N 127TH AVE
- TURN LEFT ONTO W SCOTTS DR
- CONTINUE ONTO N 127TH LN
- DESTINATION WILL BE ON THE LEFT

SITE INFORMATION:

PHO 127TH

12800 N. 127TH LANE
EL MIRAGE, AZ 85335

MARICOPA COUNTY

SEAL:

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

REV:

4

verizon
 126 WEST GEMINI DRIVE
 TEMPE, AZ 85283
 PHONE (949) 286-7000

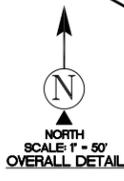
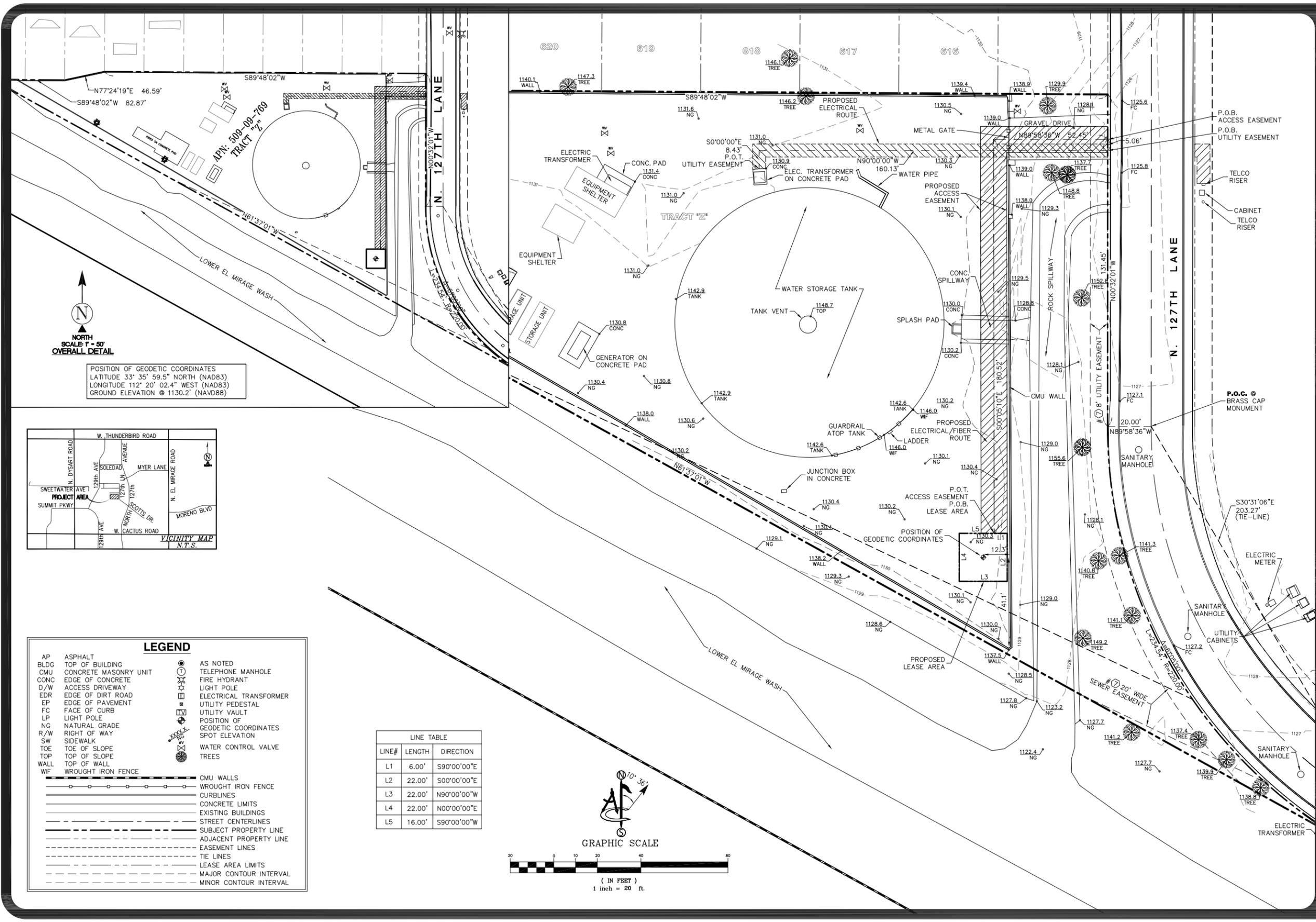
Ambit
 LICENSED PROFESSIONAL ENGINEER
 1717 N. SOUTHERN AVENUE
 TEMPE, ARIZONA 85282 (480) 899-4072

RLS
 RELIANT LAND SERVICES
 7101 E. CAMELBACK RD., SUITE 310 SCOTTSDALE, AZ 85251
 WWW.RLSUSA.COM PH. (602) 535-0050 FAX (602) 535-0002

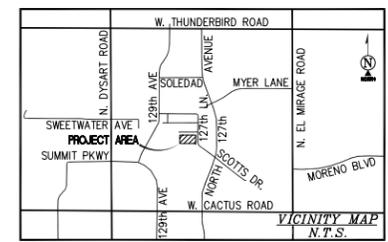
CLIENT COMMENTS (C)	RC	05/23/16	4
ACCESS EASEMENT (C)	(C)	04/21/16	3
ADD BEARINGS (C)	(C)	04/15/16	2
REVISE LEASE		03/24/16	1
PRELIM.		03/08/16	0
DESCRIPTION		DATE	REV.

DRAWN BY: RC
 CHECKED BY: NS
PROJECT #
 PHO-127th
 12800 N. 127TH LANE
 EL MIRAGE AZ 85355

SHEET TITLE
SITE SURVEY
 SHEET NUMBER
LS-1



POSITION OF GEODETIC COORDINATES
 LATITUDE 33° 35' 59.5" NORTH (NAD83)
 LONGITUDE 112° 20' 02.4" WEST (NAD83)
 GROUND ELEVATION @ 1130.2' (NAVD88)

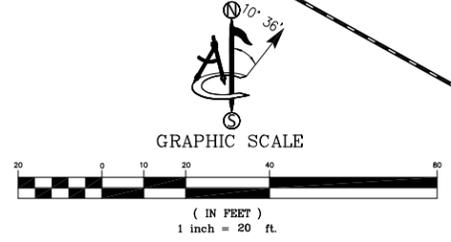


LEGEND

AP	ASPHALT	AS NOTED
BLDG	TOP OF BUILDING	TELEPHONE MANHOLE
CMU	CONCRETE MASONRY UNIT	FIRE HYDRANT
CONC	EDGE OF CONCRETE	LIGHT POLE
D/W	ACCESS DRIVEWAY	ELECTRICAL TRANSFORMER
EDR	EDGE OF DIRT ROAD	UTILITY PEDESTAL
EP	EDGE OF PAVEMENT	UTILITY VAULT
FC	FACE OF CURB	POSITION OF GEODETIC COORDINATES
LP	LIGHT POLE	SPOT ELEVATION
NG	NATURAL GRADE	WATER CONTROL VALVE
R/W	RIGHT OF WAY	TREES
SW	SIDEWALK	
TOE	TOE OF SLOPE	
TOP	TOP OF SLOPE	
WALL	TOP OF WALL	
WF	WROUGHT IRON FENCE	

LINE TABLE

LINE#	LENGTH	DIRECTION
L1	6.00'	S90°00'00"E
L2	22.00'	S00°00'00"E
L3	22.00'	N90°00'00"W
L4	22.00'	N00°00'00"E
L5	16.00'	S90°00'00"W



SURVEY DATE
02/29/2016

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE CENTRAL ZONE, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12A' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'SMARTNET' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

FLOOD_ZONE

THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD_ZONE "X". AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN BUT WITH DRAINAGE DEPTHS OF LESS THAN 1 FOOT OR AREAS PROTECTED BY LEVEES ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP ID #04013C1680L, DATED 10/16/2013.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEYOR'S NOTES

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

LESSOR'S LEGAL DESCRIPTION

TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA.

LEASE AREA LEGAL DESCRIPTION

A PORTION OF TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENT IN THE CENTER OF 127th LANE (40' WIDE) MARKING A POINT OF CURVATURE, FROM WHICH A BRASS CAP IN THE CENTERLINE OF 127th LANE BEARS SOUTH 30°31'06" EAST, 203.27 FEET; THENCE FROM SAID BRASS CAP NORTH 89°58'36" WEST, 20.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID 127TH LANE AND THE EASTERLY PROPERTY LINE OF SAID TRACT "Z"; THENCE NORTH 0°32'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 131.45 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 89°38'36" WEST A DISTANCE OF 52.45 FEET; THENCE SOUTH 00°05'10" EAST, 180.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST, 6.00 FEET; THENCE SOUTH 00°00'00" EAST, 22.00 FEET; THENCE NORTH 90°00'00" WEST, 22.00 FEET; THENCE NORTH 00°00'00" EAST, 22.00 FEET; THENCE SOUTH 90°00'00" EAST 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 484 SQUARE FEET (0.011 ACRES) OF LAND, MORE OR LESS.

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

ACCESS EASEMENT LEGAL DESCRIPTION

A TWELVE FOOT (12.0') WIDE STRIP OF LAND LYING WITHIN TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID STRIP LYING SIX FEET (6.0') TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A FOUND BRASS CAP MONUMENT IN THE CENTER OF 127th LANE (40' WIDE) MARKING A POINT OF CURVATURE, FROM WHICH A BRASS CAP IN THE CENTERLINE OF 127th LANE BEARS SOUTH 30°31'06" EAST, 203.27 FEET; THENCE FROM SAID BRASS CAP NORTH 89°58'36" WEST, 20.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID 127TH LANE AND THE EASTERLY PROPERTY LINE OF SAID TRACT "Z"; THENCE NORTH 0°32'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 131.45 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 89°38'36" WEST A DISTANCE OF 52.45 FEET; THENCE SOUTH 00°05'10" EAST, 180.52 FEET TO THE POINT OF TERMINUS.

CONTAINING 2,796 SQUARE FEET (0.064 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT LEGAL DESCRIPTION

A SIX FOOT (6.0') WIDE STRIP OF LAND LYING WITHIN TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID STRIP LYING THREE FEET (3.0') TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A FOUND BRASS CAP MONUMENT IN THE CENTER OF 127th LANE (40' WIDE) MARKING A POINT OF CURVATURE, FROM WHICH A BRASS CAP IN THE CENTERLINE OF 127th LANE BEARS SOUTH 30°31'06" EAST, 203.27 FEET; THENCE FROM SAID BRASS CAP NORTH 89°58'36" WEST, 20.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID 127TH LANE AND THE EASTERLY PROPERTY LINE OF SAID TRACT "Z"; THENCE NORTH 0°32'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 126.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 90°00'00" WEST A DISTANCE OF 160.13 FEET; THENCE SOUTH 00°00'00" EAST, 8.43 FEET TO THE POINT OF TERMINUS AT AN EXISTING ELECTRICAL TRANSFORMER PAD.

CONTAINING 1,016 SQUARE FEET (0.023 ACRES) OF LAND, MORE OR LESS.

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER #21600285, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED 01/15/2016. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:

ITEM NUMBERS 1-5, 10-13 ARE NOT SURVEY MATTERS, OR HAVE NO EFFECT IN THE AREA OF THIS SURVEY
ITEM NUMBERS 6, 8 & 9 ARE BLANKET IN NATURE, COVERING THE ENTIRE SURVEY AREA.
ITEM NUMBER 7 IS SHOWN AND NOTED ON THE SURVEY DRAWING.

THE SURVEYOR'S OPINION IS THAT NO SCHEDULE "B" ITEMS PROVIDED BY SAID REPORT AFFECT THE PROPOSED LEASE AREA PREMISES SHOWN HEREON.

verizon
126 WEST GEMINI DRIVE
TEMPE, AZ 85283
PHONE (949) 286-7000

Ambit
11717 W. SOUTHERN AVENUE
TEMPE, ARIZONA 85282 (480)899-4072
LICENSED PROFESSIONAL ENGINEER
A VIOLATION OF LAW FOR ANY PRACTICE OUTSIDE THE BOARD'S JURISDICTION

RLS
RELIANT LAND SERVICES
7101E. CAMELBACK RD., SUITE 310 SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH. (602) 535-0050 FAX (602) 535-0002

CLIENT COMMENTS (C)	RC	05/23/16	4
ACCESS EASEMENT (C)	(C)	04/21/16	3
ADD BEARINGS (C)	(C)	04/15/16	2
REVISE LEASE		03/24/16	1
PRELIM.		03/09/16	0
DESCRIPTION		DATE	REV.

DRAWN BY: RC
CHECKED BY: NS
PROJECT #
PHO-127th
12800 N. 127TH LANE
EL MIRAJE, AZ 85335

SHEET TITLE
SITE SURVEY
SHEET NUMBER
LS-2

NO.	DATE:	DESCRIPTION:	BY:
A	03/25/16	90% ZD	BAK
1	04/18/16	100% ZD	BAK
2	04/22/16	UPDATED SURVEY	BAK
3	05/11/16	POLE TYPE CHANGE MONOPALM	BAK
4	05/19/16	POLE TYPE CHANGE MONOPINE	BAK

SITE INFORMATION:

PHO 127TH

12800 N. 127TH LANE
EL MIRAGE, AZ 85335

MARICOPA COUNTY

SEAL:

SHEET TITLE:

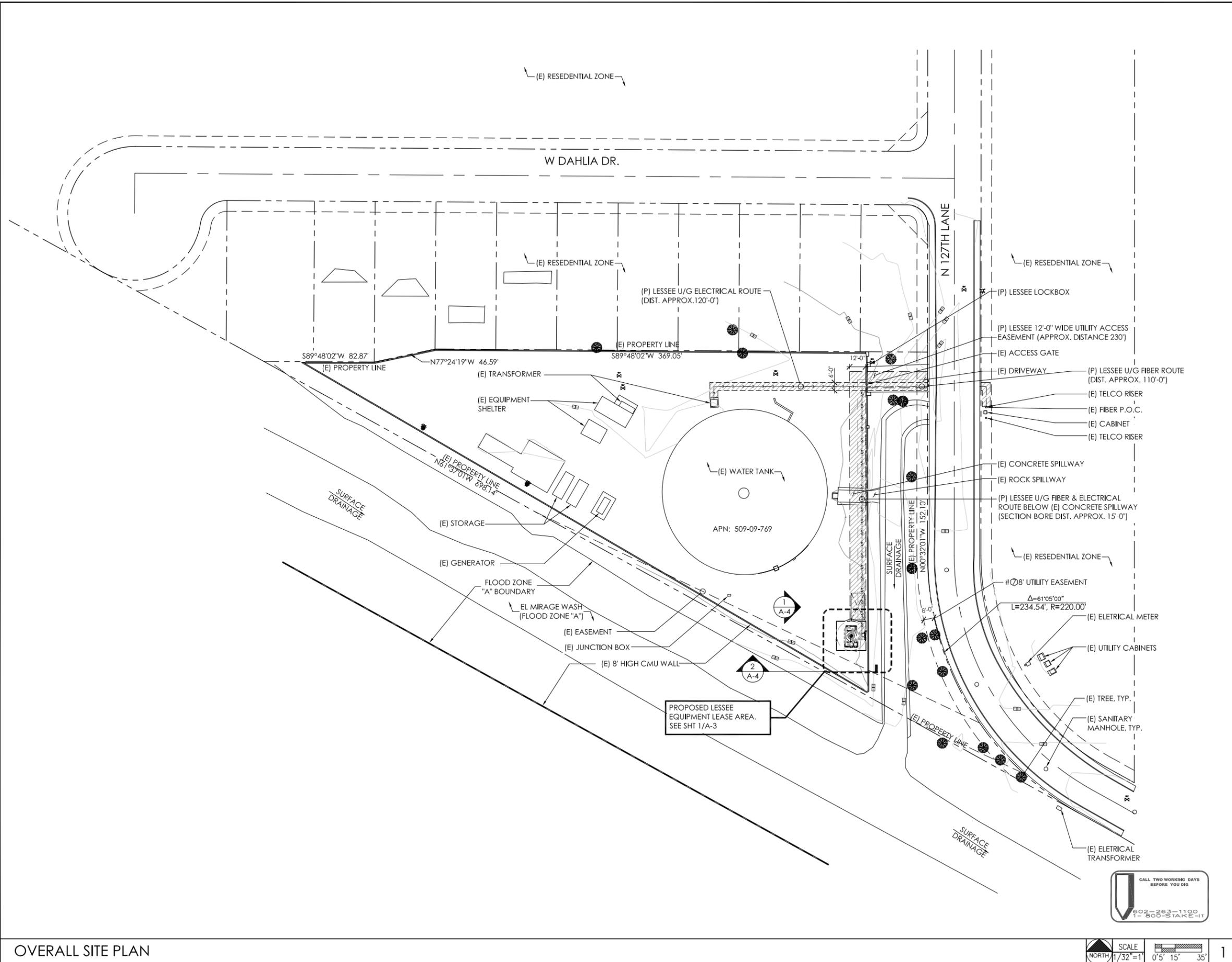
OVERALL SITE PLAN

SHEET NUMBER:

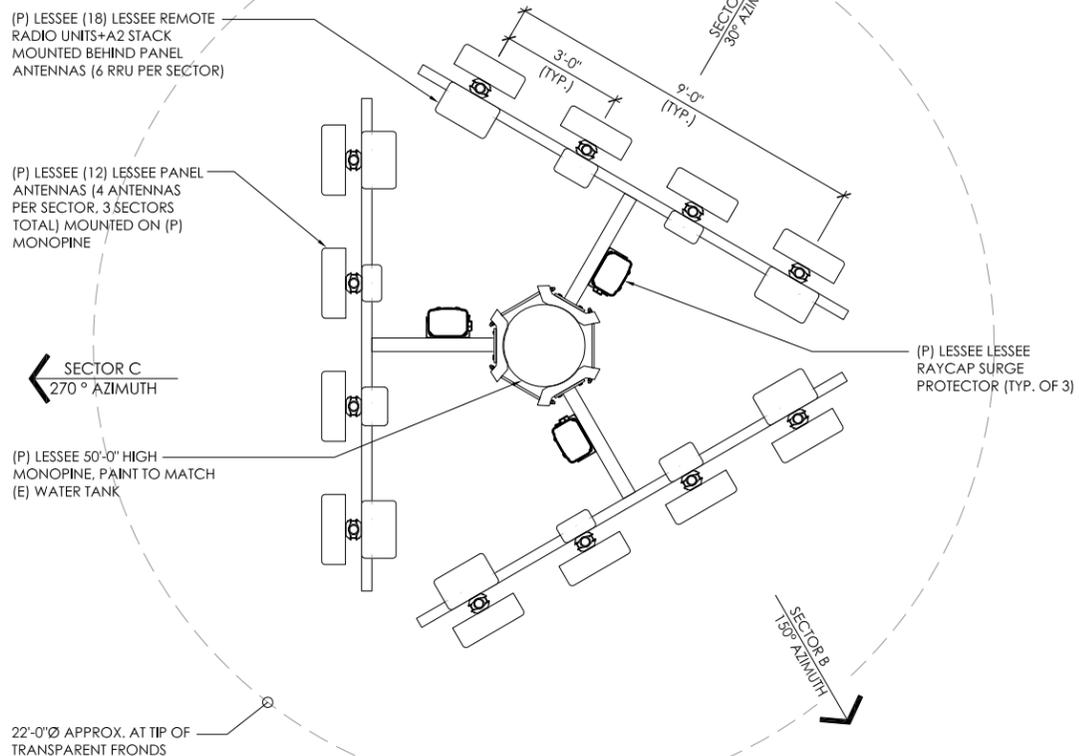
A-1

REV:

4



NOTE: (P) LESSEE MONOPINE FRONDS NOT SHOWN FOR CLARITY



ANTENNA LAYOUT

SCALE 1/2"=1' 0' 6" 1' 2' 4' 2

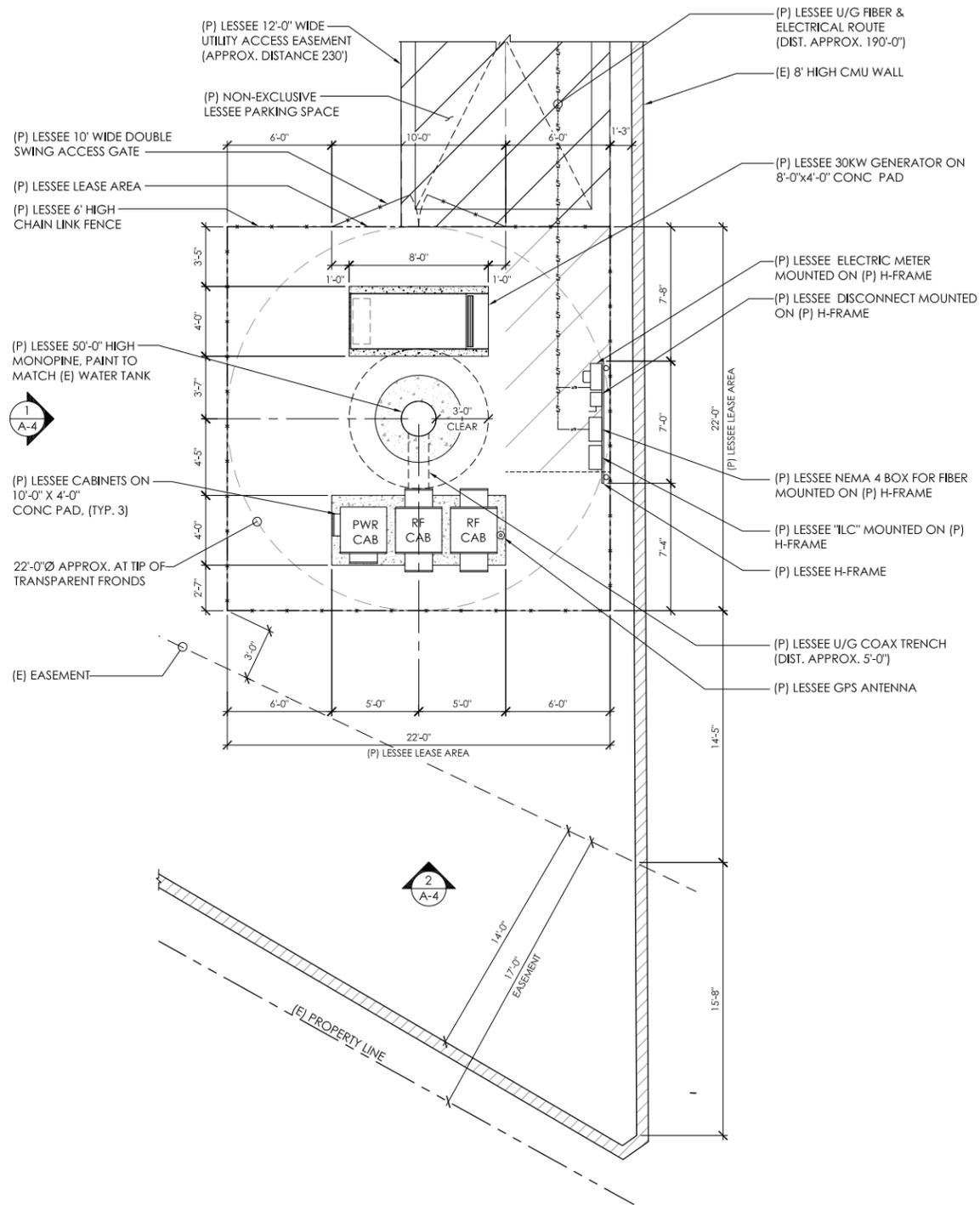
ANTENNA SECTOR	ANTENNA AZIMUTH	ANTENNA CENTERLINE	NUMBER OF PANEL ANTENNAS	ANTENNA TYPE & NUMBER	CABLE SIZE & NUMBER	CABLE LENGTH	NUMBER OF RRU'S+A2	HYBRID FIBER CABLES	RAYCAP SURGE PROTECTORS	COMMENTS
SECTOR-A	30°	41'	4	(4) 8' HEX PORT	-	±55'	6+6A2	3	3	
SECTOR-B	150°	41'	4	(4) 8' HEX PORT	-	±55'	6+6A2			
SECTOR-C	270°	41'	4	(4) 8' HEX PORT	-	±55'	6+6A2			

NOTE: CABLE LENGTH IS APPROXIMATE, CONTRACTOR TO HOLD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

ANTENNA, RRH, & CABLES SCHEDULE

SCALE N.T.S. 3

NOTE: (P) LESSEE MONOPINE FRONDS NOT SHOWN FOR CLARITY



EQUIPMENT PLAN

SCALE 1/4"=1' 0' 1' 3' 7' 1



CONSULTING GROUP:

NO.	DATE:	DESCRIPTION:	BY:
A	03/25/16	90% ZD	BAK
1	04/18/16	100% ZD	BAK
2	04/22/16	UPDATED SURVEY	BAK
3	05/11/16	POLE TYPE CHANGE MONOPALM	BAK
4	05/19/16	POLE TYPE CHANGE MONOPINE	BAK

SITE INFORMATION:

PHO 127TH

12800 N. 127TH LANE
EL MIRAGE, AZ 85335

MARICOPA COUNTY

SEAL:

SHEET TITLE:

EQUIPMENT PLAN & ANTENNA LAYOUT

SHEET NUMBER:

A-3

REV:

4

NO.	DATE	DESCRIPTION	BY
A	03/25/16	90% ZD	BAK
1	04/18/16	100% ZD	BAK
2	04/22/16	UPDATED SURVEY	BAK
3	05/11/16	POLE TYPE CHANGE MONOPALM	BAK
4	05/19/16	POLE TYPE CHANGE MONOPINE	BAK

SITE INFORMATION:

PHO 127TH

12800 N. 127TH LANE
EL MIRAGE, AZ 85335

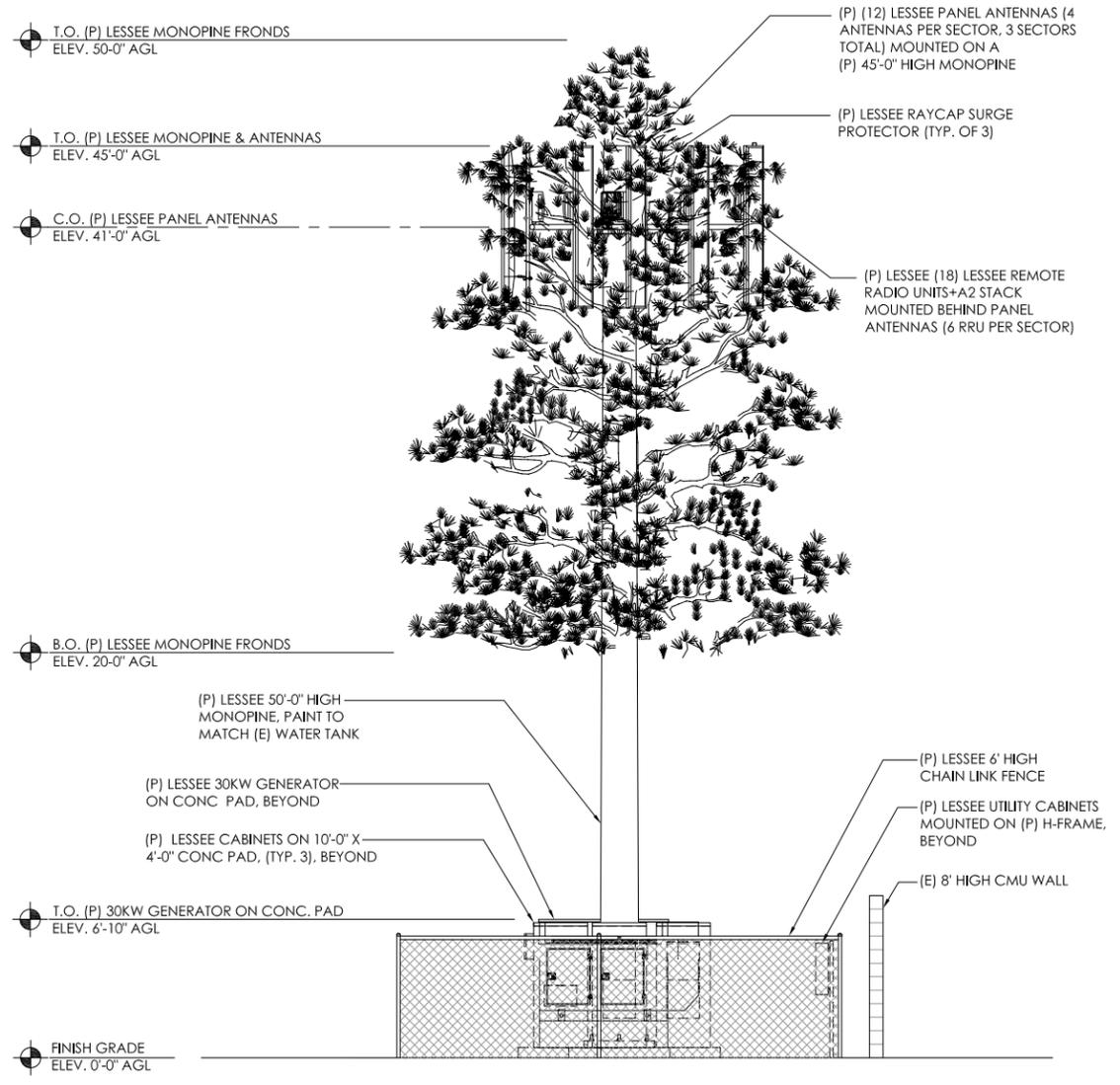
MARICOPA COUNTY

SEAL:

SHEET TITLE:

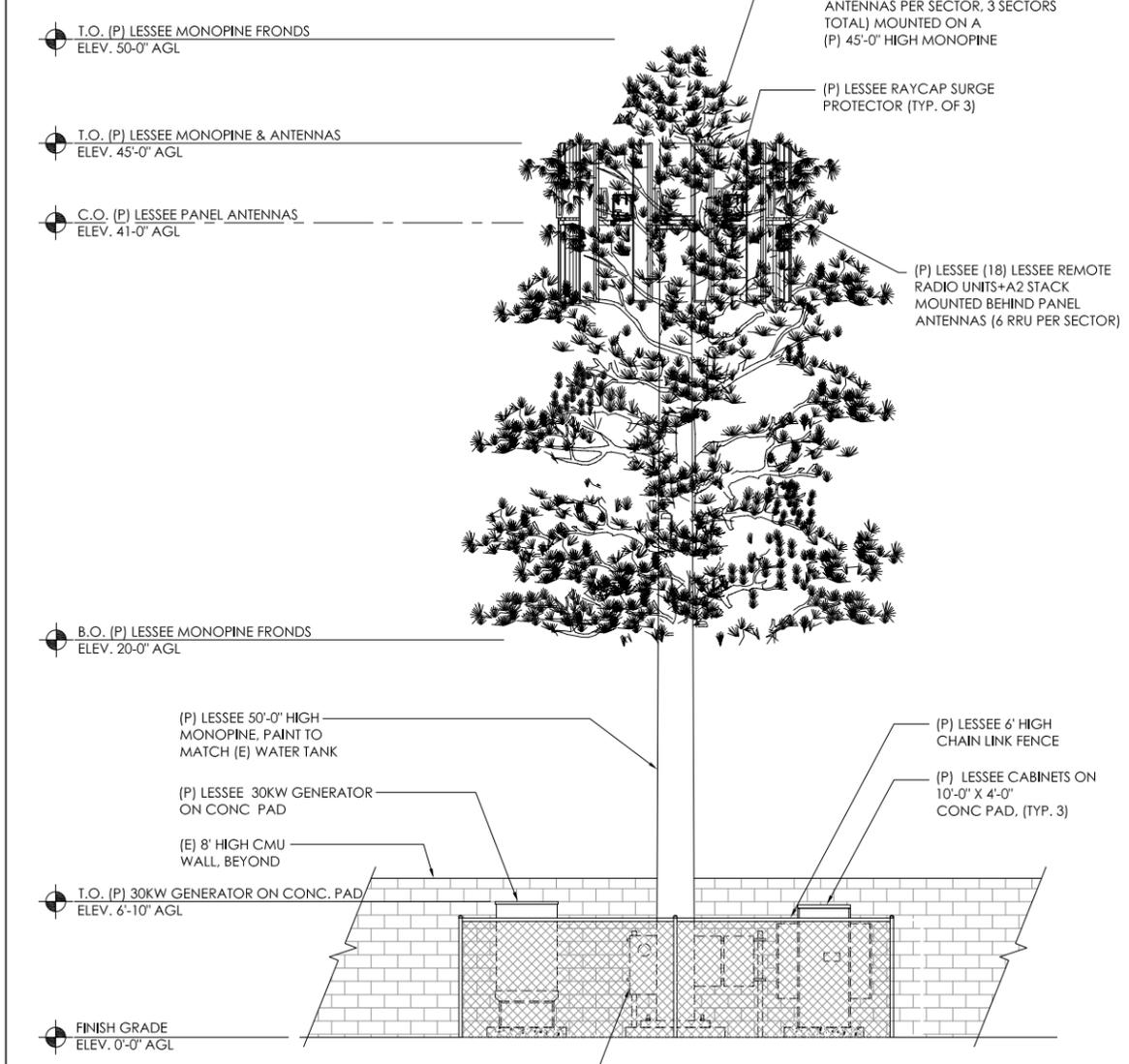
ARCHITECTURAL ELEVATIONS

SHEET NUMBER: **A-4** REV: 4



SOUTH ELEVATION

SCALE 1/4"=1'
0' 1' 3' 7'



WEST ELEVATION

SCALE 1/4"=1'
0' 1' 3' 7'



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

21 April 2016

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon St.
Luke AFB AZ 85309-1629

Mr. Jose Macias
Development Services Coordinator / GIS
Development & Community Services, Planning-GIS
12145 NW Grand Avenue, El Mirage, AZ 85335

Re: PZ14-10-39; Verizon Wireless Communication Facility – PHO 127th

Dear Mr. Macias

Thank you for the opportunity to comment on the Conditional Use Permit for the Verizon Wireless Communication Facility PHO 127th. The property is located on 1.7 acres at 12800 N. 127th Lane, in El Mirage AZ, parcel number 509-09-769. The request is for a new 45' light pole structure and related equipment associated with the Wireless Communications Facility. The site is located approximately .6 miles outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone," as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport," also defined by A.R.S. § 28-8461.

The proposed activity, described in the project narrative, at the location described above will not negatively impact the flying operations at Luke AFB.

If you have any questions, please contact my Community Planner, Ms. Barbara Plante at (623) 856-9981.

Sincerely


JAMES R. MITCHELL

cc:

Colonel David G. Shoemaker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is effective as of the date of the latter signature below and is by and between the City of El Mirage, an Arizona municipal corporation, with its principal offices located at 12145 NW Grand Avenue, El Mirage, Arizona 85335 (hereinafter designated "LESSOR") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter designated "LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately four hundred and eighty-four (484) square feet of ground space consisting of a eighteen-foot (22') by twenty-four-foot (22') parcel of ground space ("Land Space"), located at 12800 North 127th Lane, City of El Mirage, County of Maricopa, State of Arizona 85335 (such real property are hereinafter sometimes collectively referred to as the "Property" and is legally described herein in Exhibit "A" attached hereto), for the installation, operation and maintenance of communications equipment; together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day (subject to temporary closures for necessary maintenance, repair and emergencies), on foot or motor vehicle, including trucks over or along a twelve-foot (12') wide right of way extending from the nearest public right of way, North 127th Lane, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Property is in compliance with all Laws (as defined in Paragraph 23 below); and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. EQUIPMENT MAINTENANCE. LESSEE will be responsible for the installation and maintenance of all constructed equipment within the Premises including but not limited to the operation and maintenance of communications equipment, light poles, light fixtures, wires, cables, conduits, and pipes running within the Rights of Way and all necessary electrical and telephone utility sources located on the Premises shown on Exhibit "B" attached.

4. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rent of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) with an annual increase of two percent (2%) paid in advance of every five (5) year term. Payments are to be paid in advance, of the commencement of each subsequent term as follows:

Term # 1: Years one (1) thru five (5) an advance payment of **One Hundred Twelve Thousand Four Hundred Seven Dollars and 00/100 (\$112,407.00).**

Term # 2: Years six (6) thru ten (10) an advance payment of **One Hundred Twenty Four Thousand One Hundred Seven Dollars and 00/100 (\$124,107.00).**

Term # 3: Years eleven (11) thru fifteen (15) an advance payment of **One Hundred Thirty Seven Thousand Twenty Three Dollars and 80/100 (\$137,023.80).**

Term # 4: Years sixteen (16) thru twenty (20) an advance payment of **One Hundred Fifty One Thousand Two Hundred Eighty Five Dollars and 20/100 (\$151,285.20).**

Term # 5: Years twenty-one (21) thru twenty-five (25) an advance payment of **One Hundred Sixty Seven Thousand Thirty One Dollars and 00/100 (\$167,031.00).**

Rent shall be paid in advance on the Commencement Date and thereafter, in advance, on the commencement of each subsequent five (5) year extension term, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after a written acknowledgement confirming the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Within sixty (60) days of any permitted termination exercised by LESSEE under this Agreement, LESSOR shall refund to LESSEE any portion of unused rent that has been prepaid in advance.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

5. ELECTRICAL. LESSEE shall be responsible for providing electrical service and telephone service should none exist. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 Reference: PHO 127th, shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

6. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates the Agreement at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any

Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner. LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 4 and 18, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that thirty (30) days prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards

to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

17. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	City of El Mirage 12145 NW Grand Avenue El Mirage, Arizona, 85335
LESSEE:	Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Site: PHO 127 th

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

20. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching

Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises ; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

21. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

22. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding

which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

24. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

25. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

26. DISPUTE RESOLUTION. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

City of El Mirage,
an Arizona municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____

Name: Gary Bailey

Title: Director-Network Field Engineering

Date: _____

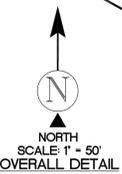
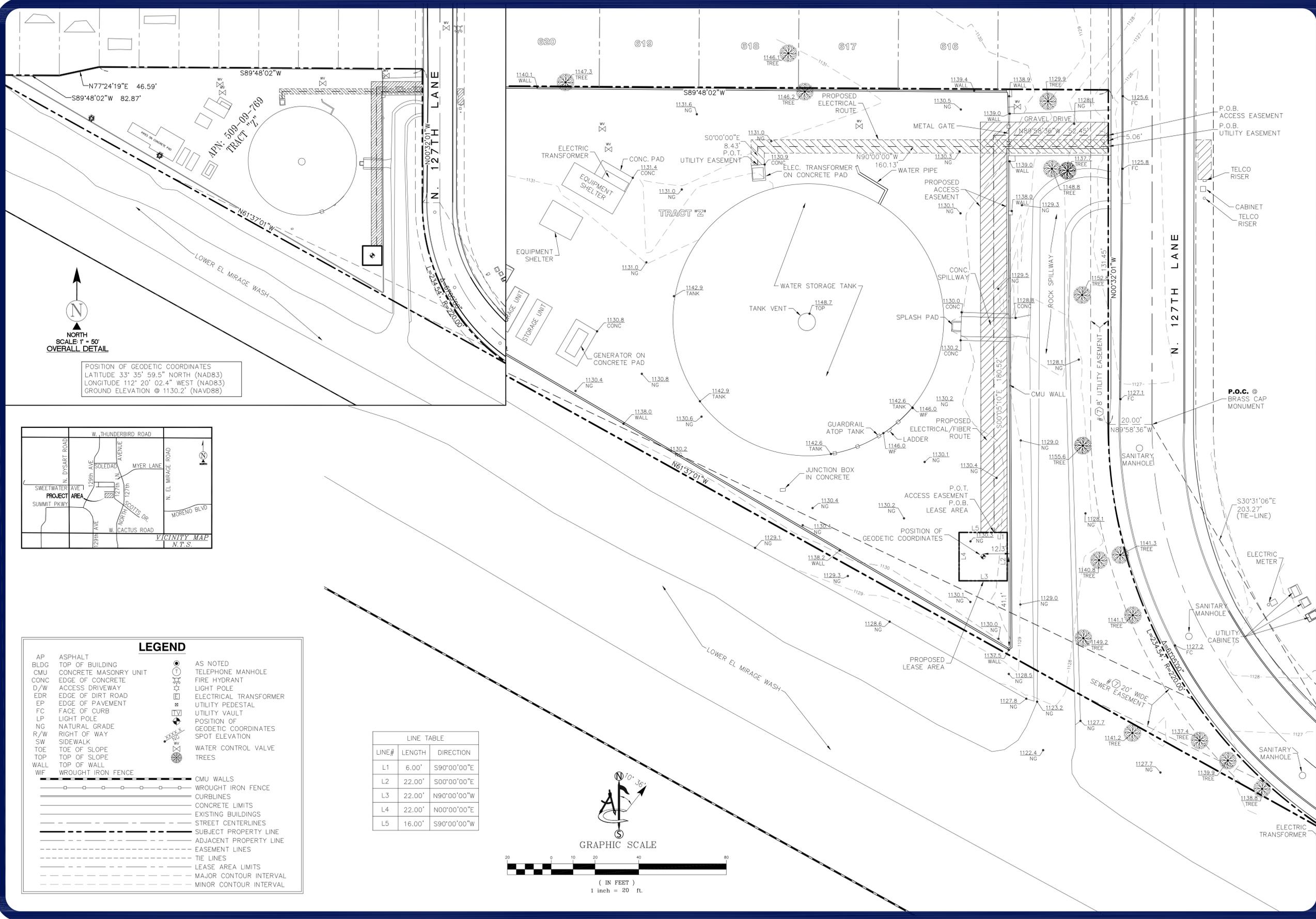
EXHIBIT "A"
LEGAL DESCRIPTION
OF THE PROPERTY

Tract Z, DYSART AND CACTUS PARCEL 5, according to Book 565 of Maps, Page 29, records of Maricopa County, Arizona

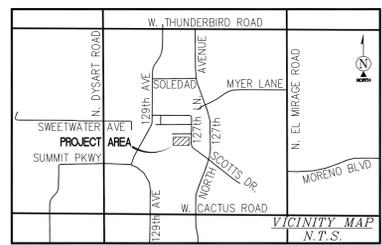
Parcel No. 509-09-769

EXHIBIT "B"
DEPICTION OF THE PREMISES AND/OR
PROPERTY

SEE ATTACHED.



POSITION OF GEODETIC COORDINATES
 LATITUDE 33° 35' 59.5" NORTH (NAD83)
 LONGITUDE 112° 20' 02.4" WEST (NAD83)
 GROUND ELEVATION @ 1130.2' (NAVD88)

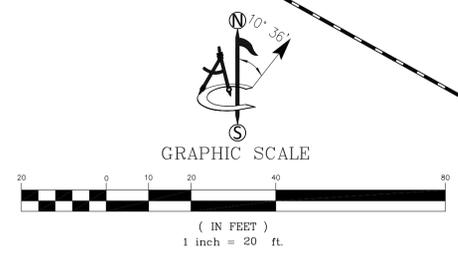


LEGEND

- | | | | |
|------|------------------------|--|----------------------------------|
| AP | ASPHALT | | AS NOTED |
| BLDG | TOP OF BUILDING | | TELEPHONE MANHOLE |
| CMU | CONCRETE MASONRY UNIT | | FIRE HYDRANT |
| CONC | EDGE OF CONCRETE | | LIGHT POLE |
| D/W | ACCESS DRIVEWAY | | ELECTRICAL TRANSFORMER |
| EDR | EDGE OF DIRT ROAD | | UTILITY PEDESTAL |
| EP | EDGE OF PAVEMENT | | UTILITY VAULT |
| FC | FACE OF CURB | | LIGHT POLE |
| LP | LIGHT POLE | | NATURAL GRADE |
| NG | NATURAL GRADE | | RIGHT OF WAY |
| R/W | RIGHT OF WAY | | POSITION OF GEODETIC COORDINATES |
| SW | SIDEWALK | | SPOT ELEVATION |
| TOE | TOE OF SLOPE | | WATER CONTROL VALVE |
| TOP | TOP OF SLOPE | | TREES |
| WALL | TOP OF WALL | | |
| WIF | WROUGHT IRON FENCE | | |
| | CMU WALLS | | |
| | WROUGHT IRON FENCE | | |
| | CURLINES | | |
| | CONCRETE LIMITS | | |
| | EXISTING BUILDINGS | | |
| | STREET CENTERLINES | | |
| | SUBJECT PROPERTY LINE | | |
| | ADJACENT PROPERTY LINE | | |
| | EASEMENT LINES | | |
| | TIE LINES | | |
| | LEASE AREA LIMITS | | |
| | MAJOR CONTOUR INTERVAL | | |
| | MINOR CONTOUR INTERVAL | | |

LINE TABLE

LINE#	LENGTH	DIRECTION
L1	6.00'	S90°00'00"E
L2	22.00'	S00°00'00"E
L3	22.00'	N90°00'00"W
L4	22.00'	N00°00'00"E
L5	16.00'	S90°00'00"W



verizon
 126 WEST GEMINI DRIVE
 TEMPE, AZ 85283
 PHONE (949) 286-7000

Ambit
 475 EAST SOUTHERN AVENUE
 TEMPE, ARIZONA 85282 (480)559-4072
IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER DIRECTION OF AN ENGINEER

RLS
 RELIANT LAND SERVICES
 7101 E. CAMELBACK RD., SUITE 310 SCOTTSDALE, AZ 85251
 WWW.RLSUSA.COM PH: (602) 535-0050 FAX: (602) 535-0002

CLIENT COMMENTS (C)	RC	BS/23/16	4	REV
ACCESS EASEMENT (C)	(C)	04/21/16	3	
ADD BEARINGS (C)	(RC)	04/15/16	2	
REVISE LEASE		03/24/16	1	
PRELIM.		03/08/16	0	

DRAWN BY: RC
 CHECKED BY: NS
PROJECT #
 PHO-127th
 12600 N. 127TH LANE
 EL MIRAGE, AZ 85285

SITE SURVEY
 SHEET NUMBER
LS-1

SURVEY DATE
02/29/2016

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE CENTRAL ZONE, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS "GEOID 12A" MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE "SMARTNET" REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

FLOOD_ZONE

THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD_ZONE "X". AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN BUT WITH DRAINAGE DEPTHS OF LESS THAN 1 FOOT OR AREAS PROTECTED BY LEVEES ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP ID #04013C1680L, DATED 10/16/2013.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEYOR'S NOTES

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

LESSOR'S LEGAL DESCRIPTION

TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA.

LEASE AREA LEGAL DESCRIPTION

A PORTION OF TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENT IN THE CENTER OF 127th LANE (40' WIDE) MARKING A POINT OF CURVATURE, FROM WHICH A BRASS CAP IN THE CENTERLINE OF 127th LANE BEARS SOUTH 30°31'06" EAST, 203.27 FEET; THENCE FROM SAID BRASS CAP NORTH 89°58'36" WEST, 20.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID 127TH LANE AND THE EASTERLY PROPERTY LINE OF SAID TRACT "Z"; THENCE NORTH 0°32'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 131.45 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 89°38'36" WEST A DISTANCE OF 52.45 FEET; THENCE SOUTH 00°05'10" EAST, 180.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST, 6.00 FEET; THENCE SOUTH 00°00'00" EAST, 22.00 FEET; THENCE NORTH 90°00'00" WEST, 22.00 FEET; THENCE NORTH 00°00'00" EAST, 22.00 FEET; THENCE SOUTH 90°00'00" EAST 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 484 SQUARE FEET (0.011 ACRES) OF LAND, MORE OR LESS.

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

ACCESS EASEMENT LEGAL DESCRIPTION

A TWELVE FOOT (12.0') WIDE STRIP OF LAND LYING WITHIN TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID STRIP LYING SIX FEET (6.0') TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A FOUND BRASS CAP MONUMENT IN THE CENTER OF 127th LANE (40' WIDE) MARKING A POINT OF CURVATURE, FROM WHICH A BRASS CAP IN THE CENTERLINE OF 127th LANE BEARS SOUTH 30°31'06" EAST, 203.27 FEET; THENCE FROM SAID BRASS CAP NORTH 89°58'36" WEST, 20.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID 127TH LANE AND THE EASTERLY PROPERTY LINE OF SAID TRACT "Z"; THENCE NORTH 0°32'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 131.45 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 89°38'36" WEST A DISTANCE OF 52.45 FEET; THENCE SOUTH 00°05'10" EAST, 180.52 FEET TO THE POINT OF TERMINUS.

CONTAINING 2,796 SQUARE FEET (0.064 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT LEGAL DESCRIPTION

A SIX FOOT (6.0') WIDE STRIP OF LAND LYING WITHIN TRACT Z, DYSART AND CACTUS PARCEL 5, ACCORDING TO BOOK 565 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID STRIP LYING THREE FEET (3.0') TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A FOUND BRASS CAP MONUMENT IN THE CENTER OF 127th LANE (40' WIDE) MARKING A POINT OF CURVATURE, FROM WHICH A BRASS CAP IN THE CENTERLINE OF 127th LANE BEARS SOUTH 30°31'06" EAST, 203.27 FEET; THENCE FROM SAID BRASS CAP NORTH 89°58'36" WEST, 20.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID 127TH LANE AND THE EASTERLY PROPERTY LINE OF SAID TRACT "Z"; THENCE NORTH 0°32'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 128.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 90°00'00" WEST A DISTANCE OF 160.13 FEET; THENCE SOUTH 00°00'00" EAST, 8.43 FEET TO THE POINT OF TERMINUS AT AN EXISTING ELECTRICAL TRANSFORMER PAD.

CONTAINING 1,016 SQUARE FEET (0.023 ACRES) OF LAND, MORE OR LESS.

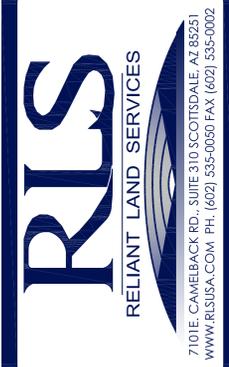
SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER #21600285, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED 01/15/2016. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:
ITEM NUMBERS 1-5, 10-13 ARE NOT SURVEY MATTERS, OR HAVE NO EFFECT IN THE AREA OF THIS SURVEY
ITEM NUMBERS 6, 8 & 9 ARE BLANKET IN NATURE, COVERING THE ENTIRE SURVEY AREA.
ITEM NUMBER 7 IS SHOWN AND NOTED ON THE SURVEY DRAWING.

THE SURVEYORS OPINION IS THAT NO SCHEDULE "B" ITEMS PROVIDED BY SAID REPORT AFFECT THE PROPOSED LEASE AREA PREMISES SHOWN HEREON.

verizon
126 WEST GEMINI DRIVE
TEMPE, AZ 85283
PHONE (949) 286-7000



DESCRIPTION	DATE	REV
CLIENT COMMENT (C) (RC)	05/29/16	4
ACCESS EASEMENT (C) (RC)	04/17/16	3
ADD BEARINGS (C) (RC)	04/15/16	2
REVISE LEASE	03/24/16	1
PRELIM.	02/08/16	0

DRAWN BY: RC
CHECKED BY: NS

PROJECT #
PHO-127th
12600 N. 127TH LANE
E. WINDAGE, AZ 85285

SHEET TITLE
SITE SURVEY

SHEET NUMBER
LS-2

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East
8th Floor
Los Angeles, CA 90067
Attn: Victoria T. Gregson, Esq.
Re: PHO 127th

(Space above line for Recorder's Use)

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

APN: 509-09-769

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of LEASE AGREEMENT is made as of the date of last execution below by and between the City of El Mirage, an Arizona municipal corporation, with its principal offices located at 12145 NW Grand Avenue, El Mirage, Arizona 85335, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an Lease Agreement (the "Agreement") on the last date of execution thereof, for an initial term of five (5) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.

2. Pursuant to the Agreement, LESSEE shall lease from LESSOR a portion ("Premises") of that certain real property legally described in Exhibit "A" attached hereto and incorporated herein (the entirety of LESSOR's property is referred to hereinafter as the "Property"), said Premises being substantially described and depicted in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a right-of-way extending from Premises to the nearest public right-of-way, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way, said leased premises and rights-of-way being substantially as described and depicted in the Agreement.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises
4. If LESSOR elects, during the Term, as defined in the Agreement, to grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

City of El Mirage,
an Arizona municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless

By: _____
Name: Gary Bailey
Title: Director – Network Field Engineering
Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

Exhibit "A"

(Legal Description of Property)

Tract Z, DYSART AND CACTUS PARCEL 5, according to Book 565 of Maps, Page 29,
records of Maricopa County, Arizona

Parcel No. 509-09-769



COUNCIL REQUEST REVIEW

August 16, 2016

APPLICANT INFORMATION

Case: PZ16-06-09
Owner: Park West Partners, LLC.
Agent: Don Walding, DRW Engineering, Inc.
Request (s): Preliminary Subdivision Plat

PROPERTY INFORMATION

Parcel(s): APN 501-37-946
Address: 13055 W Thunderbird Road
Property History: Zoned B-2 in 1987; rezoned UC in 2011.
Land Area: Total lot area = 7.2 acres
Building Area: Existing building = N/A

ZONING / LAND USES

Existing Zoning: UC – Urban Corridor
Proposed Zoning: N/A
Noise Zone: Military Territory Airport
Flood Zone: N/A
Luke Noise Zone: No

SURROUNDING PROPERTY

North: UC – Urban Corridor [Commercial]
East: SN – Natural Reserve [Single Family Residential]
South: SN – Natural Reserve [Single Family Residential]
West: PAD – City of Surprise Zoning [Vacant]

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage (3.3 mi.)
Fire: City of El Mirage (1.1 mi.)

ACCESS

Road: Thunderbird Road and Dysart Road
Class: Major Arterial
Improvements: Paved 6-lane
Condition: Good

SCHOOLS

District: Dysart Unified School District
Elementary: Dysart Elementary School (1.7 mi.)
High School: Dysart High School (1.1 mi.)

STAFF REPORT

- Compliance with General Plan:** The 2010 General Plan designates this site as part of The Neighborhoods area. The request is compatible with the 2010 General Plan in encouraging commercial use.
- Considerations:** The property owners are requesting to subdivide a parcel of land located at the southeast corner of Dysart Road and Thunderbird Road into five (5) parcels designated for commercial development. Per City Code any parcel of land divided more than four (4) times shall require subdivision plat approval.
- Approval of the preliminary plat will allow the applicant to proceed with final plat approval from the City Council. The applicant shall then be able to sale of the individual parcels for commercial development, thus creating a sale tax revue base for the City.
- Recommendations:** On August 9, 2016 the Planning and Zoning Commission recommended approval of the preliminary plat with a 4-0 vote.
- Stipulations:** None
- Attachments** August 9, 2016 Planning and Zoning Commission Minutes



CITY OF EL MIRAGE
PLANNING & ZONING CASE APPLICATION

Check One: ___ TAC Review Application ___ Development Application

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

- ___ 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
___ Other: _____

PROPERTY INFORMATION:

Property Address/Location: SEC Desert Rd & Thunderbird Rd.

Assessor's Parcel Number: 501-37-946

APPLICANT / OWNER INFORMATION:

Applicant: DRW Engineering, Inc. Owner: PWP Desert and Thunderbird, LLC

Address: 10320 W. McDowell Rd. Ste K1136 Address: 8701 E. Vista Bonita Dr., Ste. 220

City/ST/Zip: Avondale, AZ 85392 City/ST/Zip: Scottsdale, AZ 85255

Phone: 623-478-8800 Phone: 602-264-1300

Email: drw@drw-engineering.com Email: sjean@parkwestpartners.com

Signature: [Handwritten Signature] Signature: [Handwritten 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: _____

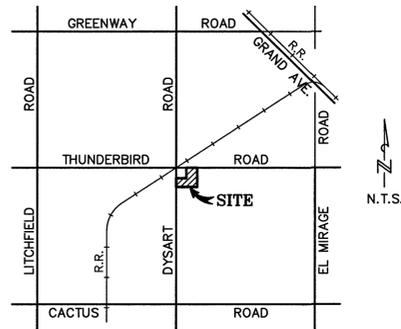
TAC Review: _____

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.

VICINITY MAP



LEGEND

- ▲ SUBDIVISION CORNER, MONUMENT SET OR FOUND AS NOTED
- STREET CENTERLINE MONUMENT, FOUND BRASS CAP AS NOTED
- PROPERTY CORNER, SET 1/2" REBAR WITH CAP R.L.S. 33880
- FOUND PROPERTY CORNER, AS NOTED
- SUBDIVISION BOUNDARY LINE
- - - PROPERTY LINE
- - - EASEMENT LINE
- B.C.H.H. BRASS CAP IN HAND HOLE
- B.C.F.L. BRASS CAP FLUSH
- ESMT. EASEMENT
- R/W RIGHT-OF-WAY
- FD. FOUND
- G.&S.R.B.&M. GILA & SALT RIVER BASE & MERIDIAN
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RECORD
- (M) MEASURED

NOTES

1. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
2. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF EL MIRAGE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
3. THIS PARCEL LIES WITHIN THE VICINITY OF A MILITARY AIRPORT AND WILL BE SUBJECT TO MULTIPLE DAILY LOW-ALTITUDE OVER-FLIGHTS.

AREA

LOT 1:	45,159 S.F. OR	1.04 ACRES
LOT 2:	49,468 S.F. OR	1.13 ACRES
LOT 3:	127,431 S.F. OR	2.93 ACRES
LOT 4:	49,204 S.F. OR	1.13 ACRES
LOT 5:	51,819 S.F. OR	1.19 ACRES
TOTAL	323,081 S.F. OR	7.42 ACRES

BASIS OF BEARINGS

NORTH 89°28'06" EAST ALONG THE NORTH LINE OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN PER DOCUMENT 2006-0763868, RECORDS OF MARICOPA COUNTY, ARIZONA.

OWNER/DEVELOPER

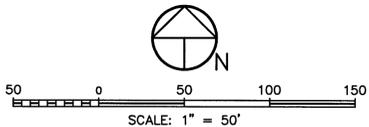
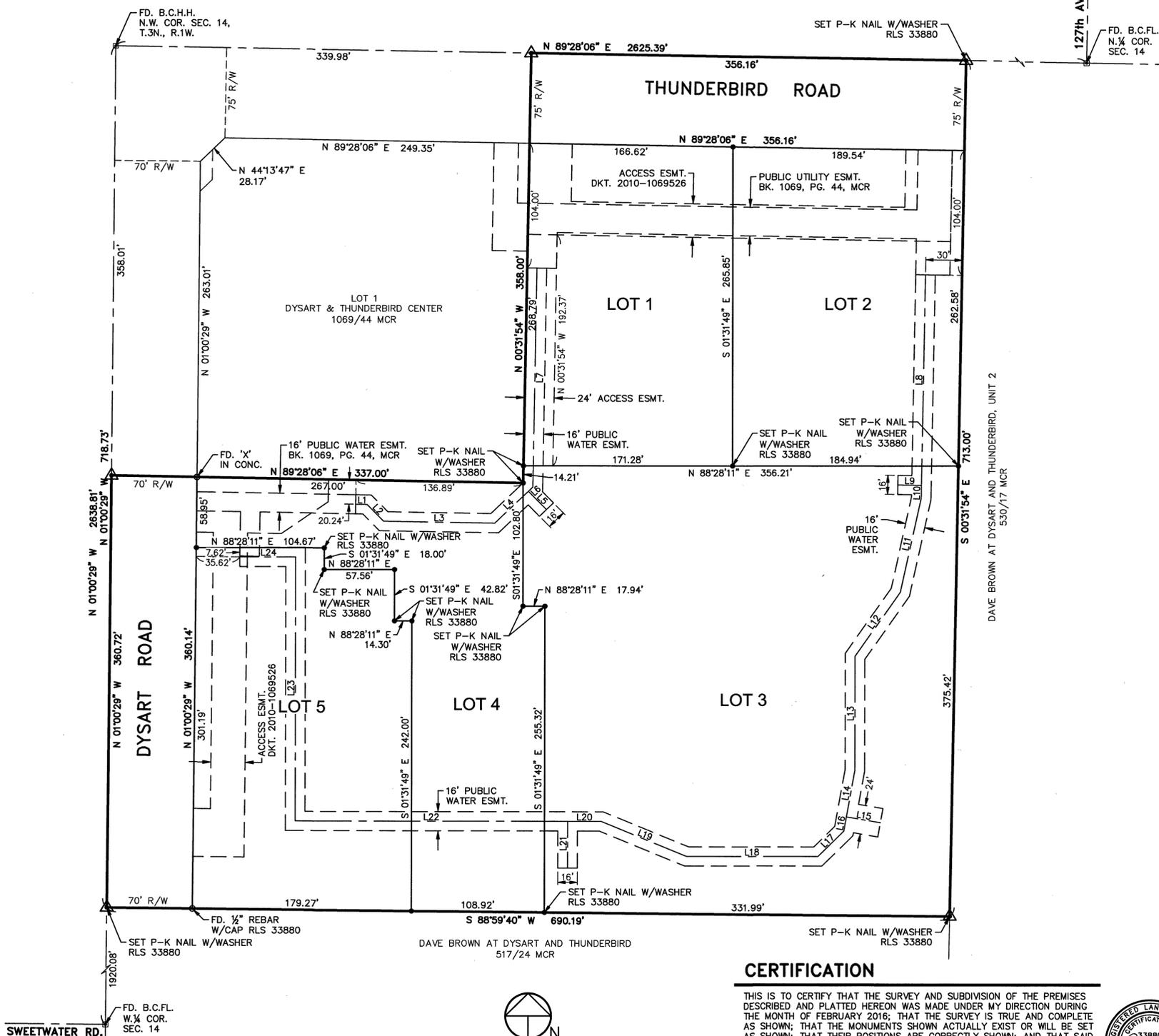
PWP DYSART AND THUNDERBIRD, LLC
 C/O PARK WEST DEVELOPMENT CO.
 8701 E. VISTA BONITA DR., SUITE 220
 SCOTTSDALE, ARIZONA 85255
 PH: 602-264-1300

LINE TABLE

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 89°28'06" E	9.46'	L13	S 01°31'49" E	94.94'
L2	S 45°31'54" E	19.45'	L14	S 08°28'53" W	39.53'
L3	N 89°28'06" E	90.99'	L15	S 81°31'07" E	28.23'
L4	N 44°28'06" E	38.42'	L16	S 08°28'53" W	12.00'
L5	S 45°31'54" E	21.22'	L17	S 43°28'11" W	30.00'
L6	N 44°28'06" E	4.98'	L18	S 88°28'11" W	107.52'
L7	N 00°31'54" E	182.31'	L19	N 69°01'49" W	75.78'
L8	S 00°31'54" E	175.17'	L20	S 88°28'11" W	27.42'
L9	N 89°28'06" E	19.39'	L21	S 01°31'49" E	39.00'
L10	S 00°31'54" E	10.81'	L22	S 88°28'11" W	223.18'
L11	S 10°43'06" W	80.12'	L23	N 01°31'49" W	220.20'
L12	S 33°13'06" W	64.82'	L24	S 88°28'11" W	45.69'

FINAL PLAT FOR "DYSART & THUNDERBIRD CENTER TWO"

A REPLAT OF LOT 2, "DYSART THUNDERBIRD CENTER," RECORDED IN BOOK 1069, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA
 LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE G. & S.R.B. & M. MARICOPA COUNTY, ARIZONA
 OWNER: PWP DYSART AND THUNDERBIRD, LLC



CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2016; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

C. Don Walding
 C. DON WALDING, R.L.S. #33880
 DATE 6/28/16



DEDICATION

STATE OF ARIZONA)
 COUNTY OF MARICOPA) S.S.
 KNOW ALL MEN BY THESE PRESENTS, THAT PWP DYSART AND THUNDERBIRD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY SHOWN HEREON, HAS SUBDIVIDED UNDER THE NAME OF "DYSART & THUNDERBIRD CENTER TWO", THAT PORTION 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. HEREBY PUBLISHES THIS PLAT OF "DYSART & THUNDERBIRD CENTER TWO" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE MEASUREMENTS AND DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT. THE OWNER HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.
 IN WITNESS WHEREOF, PWP DYSART AND THUNDERBIRD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAS HERETO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS OFFICER THEREUNTO DULY AUTHORIZED TO DO SO THIS ____ DAY OF _____, 2016.

PWP DYSART AND THUNDERBIRD, LLC
 BY: _____
 NAME: _____
 ITS: _____

ACKNOWLEDGMENTS

STATE OF ARIZONA)
 COUNTY OF MARICOPA) S.S.
 ON THIS ____ DAY OF _____, 2016, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE AN OFFICER OF PWP DYSART AND THUNDERBIRD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THAT BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, IN WITNESS WHEREOF, I HERETO SET MY HAND AND MY OFFICIAL SEAL.
 NOTARY PUBLIC _____

CERTIFICATE OF APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2016, BY THE CITY ENGINEER OF EL MIRAGE, ARIZONA.
 CITY ENGINEER _____
 THIS PLAT IS IN FULL COMPLIANCE WITH THE ORIGINAL PRELIMINARY PLAT APPROVED BY THE CITY OF EL MIRAGE PLANNING AND ZONING COMMISSION ON THE ____ DAY OF _____, 2016. THE FINAL PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2016.
 PLANNING AND ZONING COMMISSION CHAIRPERSON _____
 PLANNING DIRECTOR _____

CERTIFICATE OF ACCEPTANCE

APPROVED BY THE CITY COUNCIL OF EL MIRAGE, ARIZONA, THIS ____ DAY OF _____, 2016.
 MAYOR _____ DATE _____
 ATTEST: _____
 CITY CLERK _____ DATE _____

COUNTY RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER AT ____ O'CLOCK ____ M., ____ 2016, AND IS DULY RECORDED IN BOOK ____ PAGE NO. ____
 COUNTY RECORDER _____

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
 Design: CDW
 Drawn: VSP
 Scale: 1" = 50'
 Job #: 14005

FINAL PLAT
 "DYSART & THUNDERBIRD CENTER TWO"
 EL MIRAGE, ARIZONA
 Date: 6/28/16 Sheet 1 OF 1

File Name: L:\14005\14005PLAT