Formal Council Meeting Agenda

Tempe

REVISED

Tempe City Council
Formal Council Meeting
Harry E. Mitchell Government Center
Tempe City Hall - City Council Chambers
31 East Fifth Street, Tempe, Arizona
Thursday, July 07, 2011
7:30 PM

Members of the City Council may attend either in person or by telephone conference call.

1. INVOCATION - Councilmember Woods

2. PLEDGE OF ALLEGIANCE

3. MINUTES - Vice Mayor Navarro

A. Approval of Council Meeting Minutes
1. Formal Council Meeting - June 16, 2011
2. Issue Review Session - June 2, 2011 & June 16, 2011
3. Executive Session - June 16, 2011
4. Special Budget Meeting - June 16, 2011
5. Enterprise Zone Commission - June 16, 2011
6. Housing and Social Service Programs Council Committee - May 10, 2011
7. Transportation Council Committee - May 10, 2011
8. Technology, Economic & Community Development Council Committee - May 20, 2011

B. Acceptance of Committee, Board & Commission Meeting Minutes
1. Housing Trust Fund Advisory Board - February 14, 2011
2. Library Advisory Board - April 6, 2011
3. Committee for Youth, Families and Community Marketing Subcommittee - April 12, 2011
4. Tardeada Advisory Board - April 13, 2011
5. Neighborhood Advisory Commission - May 4, 2011
6. Municipal Arts Commission Public Art/Art in Private Development Subcommittee - May 4, 2011
7. Commission on Disability Concerns - May 5, 2011
8. Historical Museum Advisory Board - May 5, 2011
9. Aviation Commission - May 10, 2011
10. Municipal Arts Commission - May 11, 2011
11. Building Code Advisory Board - April 25, 2011 and May 11, 2011
12. Historic Preservation Commission - May 12, 2011
13. Municipal Arts Commission Grants Subcommittee - May 19, 2011
14. Development Review Commission - May 24, 2011
15. Hearing Officer - June 7, 2011
16. Special Events Task Force - June 14, 2011

4. REPORTS AND ANNOUNCEMENTS

A. Mayor's Announcements

B. Manager's Announcements

5. AGENDA

All items listed on the agenda will be considered as a group and will be enacted with one motion by the City Council unless an item is removed for separate consideration. Members of the public may remove public hearing items for separate consideration. Public hearing items are designated by an asterisk (*). Councilmembers may remove any item for separate consideration.

Agenda items scheduled for Introduction/First Public Hearing will be heard, but will not be voted upon at this meeting. Items scheduled for Second Public Hearing/Final Adoption will be voted upon tonight.

'q-j' indicates quasi-judicial items. The City Council sits as a quasi-judicial body when hearing variances. In this situation, the City Council must conduct itself as a court, not as a legislative body. Pre-meeting contact with the City Council on quasi-judicial matters is prohibited. Any materials or conversations concerning the item shall only be presented to the City Council at the scheduled public hearing.

Legal Advice: If necessary, the City Council may vote to adjourn to executive session for the purpose of obtaining legal advice from the Council's attorney on any matter listed on the agenda pursuant to A.R.S §38-431.03(A)(3).

A. Miscellaneous Items

A1. Request approval of a board and commission appointment.

COMMENTS N/A
DOCUMENT NAME 20110707ccbk01 0102-01-00 BDS, COMMISSIONS, COMMITTEES ADM

A2. Request approval of the annual sole source software maintenance and support expenditure with TSC America, dba TATA American International for the City's business/privilege tax software system for the Finance and Technology Department.

COMMENTS Total annual expenditure shall not exceed $113,000.
DOCUMENT NAME 20110707fsts05 PURCHASES (1004-01)

*A3. Hold a public hearing to recommend the approval of a Series 12 restaurant liquor license for Taco Titan I LLC, dba Fuzzy's Taco Shop, 414 South Mill Avenue, #115.

COMMENTS Randy D Nations is the Agent for this application.
DOCUMENT NAME 20110707fsap01 200152– LIQ LIC (0210-02)

*A4. Hold a public hearing to recommend the approval of a Series 12 restaurant liquor license for Poppy's Place LLC, dba Poppy's Place, 825 West Baseline Road, #1.

COMMENTS Lauren Kay Merrett is the Agent for this application.
DOCUMENT NAME 20110707fsap02 200207– LIQ LIC (0210-02)

A5. Request approval of recommended funding for the 2011-2012 Arts Grant Awards to Tempe schools and non-profit organizations.

COMMENTS Total amount of recommended grants funding is $144,608 to be paid from the Capital Improvement Project Municipal Arts Fund. No general fund monies are used for this project.
DOCUMENT NAME 20110707cskb01-COMMUNITY SERVICES ADMIN (0707-01)

A6. Request for a final subdivision plat for Hampton Inn and Suites located at 1429 North Scottsdale Road.

COMMENTS Request for HAMPTON INN & SUITES (PL100400) (William Spresser, VRE Holding II LLC and VRE Holding III LLC, property owner; Darin A. Sender, Sender Associates, Chtd., applicant) located at 1429 North Scottsdale Road in the R-4, Multi-Family Residential General and CSS, Commercial Shopping and Service Districts. The request includes the following:
SBD11006 – Final Subdivision Plat to consolidate seven parcels into two lots.
DOCUMENT NAME 20110707cdko02 PLANNED DEVELOPMENT (0406)

A7. Request approval of recommended funding for the 2011-2012 Maryanne Corder Neighborhood Grant Program to neighborhood and homeowners' associations.

COMMENTS Total amount of recommended grants funding is $89,141 to be paid for from the Capital Improvement Program budget.
DOCUMENT NAME 20110707crsw01 NEIGHBORHOOD ASSOCIATION PROGRAM (0109-24)

B. Award of Bids/Contracts

B1. Request approval of a one-year contract renewal with Crafco, Inc. for the purchase of asphalt crack sealing compound to be used by the Public Works Department.

COMMENTS Total cost of this contract will not exceed $150,000 during the one year renewal period beginning August 24, 2011.
DOCUMENT NAME 20110707fsta08 PURCHASES (1004-01)

B2. Request approval of one-year contract renewals with Highway Technologies, Inc. and Bob's Barricades for the rental of barricades and warning devices.

COMMENTS The total cost of these contracts will not exceed $100,000.
DOCUMENT NAME 20110707fsta04 PURCHASES (1004-01)

B3. Request approval of a one-year contract renewal with Stanley Convergent Security Solution, Inc. for security system installation and maintenance overseen by the Public Works Department.

COMMENTS The total cost of this contract will not exceed $100,000 during the one-year renewal period beginning August 18, 2011.
DOCUMENT NAME 20110707fsta06 PURCHASES (1004-01)

B4. Request approval to utilize the remaining six-months of a one-year National IPA contract sponsored by the City of Tucson with W.W. Grainger, Inc. for a catalog-wide agreement for the purchase of a wide variety of tools, motors, lamps, industrial supplies, equipment, etc. used by most City departments.

COMMENTS The total value of this contract will not exceed $150,000 during the six-month period ending December 31, 2011.
DOCUMENT NAME 20100707fsta10 PURCHASES (1004-01)

B5. Request approval of a one-year contract renewal with Aquatic Consulting and Testing, Inc., Bio-Aquatic Testing, Inc., Xenco-Tranwest Analytical (formally Columbia Analytical Services), Legend Technical Services of Arizona, Inc., MWH Laboratories and Test America Inc. for potable water quality, wastewater, and soil testing services for the Public Works Department.

COMMENTS Total combined cost of these contracts will not exceed $350,000 during the one-year contract period.
DOCUMENT NAME 20110707fsts05 PURCHASES (1004-01)

B6. Request approval of a project contingency increase to fund construction change orders for phase II construction of a multi-use path along the Cross-cut Canal.

COMMENTS Total cost for this project contingency increase is $300,000. This will bring the original project contingency amount of $137,000 to $437,000.
DOCUMENT NAME 20110707pwdr06 TRANSPORTATION PLANNING (1101-01)
PROJECT NO. 6002441

B7. Request approval of a one-year contract renewal with West Coast Arborists, Inc. for tree trimming services for the downtown trees as well as various City parks and facilities.

COMMENTS Total cost of this contract will not exceed $100,000.
DOCUMENT NAME 20110707fslg03 (PURCHASES 1004-01)

B8. Request approval of one-year contract renewals with Central Arizona Landscape Management, Natural State Landscaping LLC, Reyes and Sons Landscaping LLC, Somerset Landscape Maintenance, Inc., and Westquip LLC for as-needed, miscellaneous landscape maintenance services.

COMMENTS Total costs of these contracts will not exceed $100,000.
DOCUMENT NAME 20110707fslg02 PURCHASES (1004-01)

B9. Request approval of a one-year contract renewal with Symetra Life Insurance Company for Stop Loss insurance overseen by the Human Resources Department.

COMMENTS Total cost of this contract will not exceed $1,528,152 during the one-year contract period.
DOCUMENT NAME 20110707fsta07 PURCHASES (1004-01)

B10. Request approval to increase the contract amount with Clearwater Engineering LLC for the maintenance of the water feature at the Tempe Center for the Arts.

COMMENTS The value of the increase is $10,000. If approved, the contract amount will increase from $60,000 to $70,000.
DOCUMENT NAME 20110707fslg11 PURCHASES (1004-01)

B11. Request approval to utilize one-year State of Arizona contracts with Midway Chevrolet Isuzu, Courtesy Chevrolet, Larry Miller Toyota and Five Star Ford for the purchase of thirty-six vehicles to replace units, which are beyond their usable service life, for the Police, Public Works, Community Services and Finance & Technology departments.

COMMENTS The combined value of these contracts will not exceed $1,300,000 during the fiscal year beginning July 1, 2011.
DOCUMENT NAME 20110707fsta12 PURCHASES (1004-01)

B12. Request approval to award a 15-month lease contract for 120 used golf cars to Yamaha Motor Corporation, U.S.A., for use at Ken McDonald and Rolling Hills Golf Courses as requested by the Public Works Department.

COMMENTS Total cost of this contract will not exceed $144,000 over the 15-month lease.
DOCUMENT NAME 20110707fsmg13 PURCHASES (1004-01)

B13. Request approval of a three-year contract with four one-year renewal options to CHC Wellness for a wellness program to be offered to City employees, coordinated through the wellness committee, and overseen by the Human Resources Department.

COMMENTS Total cost of this contract will not exceed $750,000 during the initial three-year contract period beginning July 1, 2011.
DOCUMENT NAME 20110707fsta01 PURCHASES (1004-01)

B14. Request approval to award one-year contracts with four one-year renewal options to Simpson Norton Corp., Bill Luke Chrysler, Jeep & Dodge, Santan Honda Superstore of Chandler, Chapman Chevrolet Isuzu LLC, Valley Truck & Trailer and Alliance Refuse Trucks for the purchase of reconditioned or certified used vehicles and equipment managed by the Public Works Department.

COMMENTS Total cost of these contracts will not exceed $175,000 during the initial one-year contract period.
DOCUMENT NAME 20110707fsta09 PURCHASES (1004-01)

B15. Request approval of a professional services contract addendum with Malcolm Pirnie, Inc. for additional design services for the South Tempe Water Treatment Plant water quality improvements project.

COMMENTS Total cost for this professional services contract addendum is $129,421. The original contract amount of $3,635,877 plus this addendum brings the contract amount to $3,765,298.
DOCUMENT NAME 20110707pwdr02 SOUTH TEMPE WATER TREATMENT PLANT (0811-08) PROJECT NO. 3203211

B16. Request award of a professional services contract with HDR Engineering, Inc. for design of the Rio Salado multi-use path from Priest Drive to State Route 143.

COMMENTS Total cost for this contract is $70,081.
DOCUMENT NAME 20110707pwdr05 RIO SALADO MASTER PLAN (0112-07-03) PROJECT NO. 6004131

B17. Request approval to award a one-year contract with four, one-year renewal options to Reliant Gases, LTD for the purchase of refrigerated liquid carbon dioxide used in the production of drinking water.

COMMENTS Total cost of this contract will not exceed $250,000 for the initial one-year contract term.
DOCUMENT NAME 20110707fsts14 (1004-01)

B18. Request award of a professional services contract with T.Y. Lin International, Inc. for design of the Rio Salado shared-use pedestrian underpass under the Loop 202 freeway at the Loop 101 freeway.

COMMENTS Total cost for this design contract is $219,795.
DOCUMENT NAME 20110707pwdr10 RIO SALADO MASTER PLAN (0112-07-03) PROJECT NO.6004311

B19. Request approval of the Community Use of School Facilities Agreement between Kyrene School District No. 28 and the City of Tempe for use of school facilities for the Kid Zone Enrichment Program through June 30, 2012

DOCUMENT NAME 20110707csnf01-Community Services Admin(0701-01)
RECOMMENDATION Total cost shall not exceed $130,000.

B20. Request approval of a three-month contract renewal with Redflex Traffic Systems, Inc. for the continuation of the City's photo enforcement program.

COMMENTS Total cost of this contract shall not exceed $200,000 during this three-month renewal period. All costs related to this contract are paid from violators' fines.
DOCUMENT NAME 2011707fsmg07 PURCHASES (1004-01)

C. Ordinances and Items for Introduction/First Hearing - These items will have two public hearings before final Council action

*C1. Introduction and first public hearing to adopt an ordinance authorizing the granting of a Power Distribution Easement to Salt River Project Agricultural Improvement and Power District by the City of Tempe for electrical lines, equipment and appurtenances at Tempe Diablo Stadium. The second public hearing is scheduled for August 18, 2011.

COMMENTS The City of Tempe is currently conducting a capital improvement project for lighting upgrades at Tempe Diablo Stadium. This easement will accommodate the required, new transformer pad for the upgrades and service to the stadium.

DOCUMENT NAME 20110707pwko08 UTILITY EASEMENT GRANTED (0904-02) ORDINANCE NO. 2011.25

*C2. Introduction and first public hearing to adopt an ordinance authorizing the abandonment of a portion of an existing drainage easement on Lot 9 of Fountainhead Apartments Subdivision. The second public hearing is scheduled for August 18, 2011.

COMMENTS This drainage easement is no longer required due to reconfiguration of onsite drainage for Fountainhead Corporate Park.

DOCUMENT NAME 20110707pwko07 ABANDONMENT (0901) ORDINANCE NO. 2011.23

*C3. Introduction and first public hearing to adopt an ordinance for a Code Text Amendment for Community Gardens. The second public hearing is scheduled for August 18, 2011.

COMMENTS Request for COMMUNITY GARDENS (PL110176) (Community Development Dept., applicant) consisting of Zoning and Development Code amendments for a new section on the use of community gardens within the commercial, industrial and residential districts, including a City Code amendment for an alternative processing fee. The request includes the following:
ZOA11001 (ORDINANCE NO. 2011.20) – Code Text Amendment for Sections 3-102, 3-202, 7-104 and a new Section 3-427 for Community Gardens.

DOCUMENT NAME 20110707cdrl01 ZONING AND DEVELOPMENT CODE (0414) ORDINANCE NO. 2011.20

D. Ordinances and Items for Second Hearing/Final Adoption

*D1. Second and final public hearing to adopt an ordinance abandoning existing public right-of-way over a portion of the prior Terrace Road alignment, east of Rural Road and south of University Drive.

COMMENTS The City reserved roadway and utility easements when it conveyed certain property along Rural and Terrace Roads to ASU pursuant to an Intergovernmental Agreement dated September 16, 2004 (C2004-188). The original conveyance facilitated construction of the light rail project, and was part of an exchange of property by the City and ASU. The property has been re-platted and ASU has asked the City to abandon the public right-of-way. The utility easements within the prior roadway alignment will remain in place per the recorded Quit Claim Deed.

DOCUMENT NAME 20110616pwko02 ABANDONMENT (0901) ORDINANCE NO. 2011.22

*D2. Second and final public hearing to adopt an ordinance authorizing the granting of a telecommunication easement (”Easement Agreement”) to Qwest Communications by the City of Tempe for communications equipment at 1110 W First Street.

COMMENTS Qwest Communications has requested an easement for access to existing telecommunication equipment installed on City property.

Facilities were located in an existing PUE at date of installation. The original PUE has been abandoned.

DOCUMENT NAME 20110616 pwko06 UTILITY EASEMENT GRANTED (0904-02) Ordinance No. 2011.09

*D3. Second and final public hearing to adopt an ordinance for a Code Text Amendment for the Temporary Sign Program.

COMMENTS Request for TEMPORARY SIGN PROGRAM (PL100056) (Community Development Dept., applicant) consisting of Zoning and Development Code amendments for an extension of temporary sign allowances and temporary banners to advertise vacant commercial space. The request includes the following: ZOA11002 (ORDINANCE NO. 2011.21) – Code Text Amendment for Sections 4-903(M), Lead-In Sign; 4-903(P), For Sale, Lease or Rent Sign; 4-903(R), Special Event Sign; and Section 4-906, Leasing Banner Sign.

DOCUMENT NAME 20110616cdrl02 ZONING & DEVELOPMENT CODE (0414) ORDINANCE NO. 2011.21

*D4. Second and final public hearing to adopt an ordinance authorizing the granting of a utility easement ("Easement Agreement") to Arizona Public Service Company by the City of Tempe for electrical lines and appurtenances at 601 South Farmer Avenue.

COMMENTS Arizona Public Service Company has requested an easement for installation of electrical lines and equipment necessary to provide service to Phase 1 of the Farmer Arts development.

DOCUMENT NAME 20110616 pwko07 UTILITY EASEMENT GRANTED (0904-02). Ordinance No. 2011.24.

*D5. Second and final public hearing to adopt an ordinance for a Zoning Map Amendment and Planned Area Development Overlay and to adopt a resolution for a General Plan Amendment for Hampton Inn and Suites located at 1429 North Scottsdale Road.

COMMENTS Request for HAMPTON INN & SUITES (PL100400) (William Spresser, VRE Holding II LLC and VRE Holding III LLC, property owner; Darin A. Sender, Sender Associates, Chtd., applicant) consisting of a four story 117 guest room hotel of +/-75,960 sf. area on +/-2.25 acres to the south of an existing two story 116 guest room and two work-force housing unit hotel of +/-63,262 sf. on +/-2.76 acres. The entire site of +/-5.01 acres is located at 1429 North Scottsdale Road in the R-4, Multi-Family Residential General and CSS, Commercial Shopping and Service Districts. The request includes the following:

GEP11001 – (Resolution No. 2011.25) General Plan Land Use Map Amendment from Residential to Mixed-Use.

ZON11002 – (Ordinance No. 2011.17) Zoning Map Amendment from CSS, Commercial Shopping and Service District and R-4, Multi-Family Residential General District to MU-3, Mixed-Use, Medium-High Density District.

PAD11002 – (Ordinance No. 2011.17) Planned Area Development Overlay to modify development standard for building height from 50 feet to 55 feet and establish development standards for building lot

coverage, minimum landscape area and front, side and rear yard building setbacks.

DOCUMENT NAME 20110707cdkko01 PLANNED DEVELOPMENT (0406) Ordinance No. 2011.17 Resolution No. 2011.25

E. Resolutions

E1. Request approval to adopt a resolution authorizing the Mayor to sign the Fifth Amendment to the Intergovernmental Agreement between the Maricopa County Library District and the City of Tempe for participation in the Reciprocal Borrowing Program through June 30, 2012.

COMMENTS The City of Tempe received $193,749 in revenue for FY 2007/2008, $196,000 for FY 2008/2009, $185,874 for FY 2009/2010, and approximately $180,000 FY 2010/2011 for its participation in this program at the reimbursement rate of $28.50 per net non-resident borrower card issued. It is estimated that the City will receive approximately $180,000 in revenue for FY 2011/2012 at the reimbursement rate of $28.50 for the one-year term of the Amendment.

DOCUMENT NAME 20110707cskb02 LIBRARY ADMIN (0704-01) RESOLUTION NO. 2011.59

*E2. Hold a public hearing to, pursuant to Federal law, obtain citizen comment and request approval to adopt a resolution approving a revised City of Tempe Housing Authority's Annual Plan for Fiscal Year 2011-2012.

COMMENTS N/A

DOCUMENT NAME 20110707cdlc01 HOUSING ASSISTANCE PLAN (0408-14) RESOLUTION NO. 2011.57

E3. Request approval to adopt a resolution authorizing the Mayor to execute the Grant Agreement between the Arizona Criminal Justice Commission and the City of Tempe for the provision of CARE 7 victim assistance services.

COMMENTS The Arizona Criminal Justice Commission (ACJC) has awarded to the City of Tempe $21,000.00 in state grant funds through June 30, 2012. The required match of $21,000.00 is met through existing staff.

DOCUMENT NAME 20110707cskb01COMMUNITY SERVICES ADMIN (0701-01) Resolution No. 2011.63

E4. Request approval to adopt a resolution authorizing the adjustment of the Malt Beverage Permit fee policy for the Community Services Department. Department program and service fees can only be changed by Council authorization as presented by staff recommendation.

COMMENTS Staff performed an analysis of other east valley cities that charged fees for malt beverage permits, as shown in table A. The results of this analysis demonstrate that the average fee for permits is $20 for residents and $22 for non-residents. The results suggest that the current fees for malt beverage permits could be increased and remain competitive with other surrounding cities. Permits will

continue to be issued through the Community Services Department.

DOCUMENT NAME 20110707cssw01 MISCELLANEOUS FEES (0210-05) Resolution 2011.58

E5. Request approval to adopt a resolution authorizing the Mayor to execute an Addendum to the Development Agreement (C2004-128) originally executed by Tempe Land Company, LLC and the City.

COMMENTS This Addendum will authorize additional signage for Phases I and II of the Project.

DOCUMENT NAME 20110707cdaws01 SOUTHEAST QUADRANT DOWNTOWN TEMPE (0403-02-06) RESOLUTION NO. 2011.64

E6. Request approval to adopt a resolution to enter into a Memorandum of Understanding (MOU) between Maricopa County and the Tempe Police Department to accept funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

COMMENTS The award amount is $84,698

DOCUMENT NAME 20110707pdmk01 POLICE DEPT ADMIN (0606-02) Resolution No. 2011.61

E7. Request approval to adopt a resolution authorizing the Mayor to execute a Rehabilitation and License Agreement with Rio Salado Foundation, an Arizona nonprofit corporation for the partial rehabilitation of the Hayden Flour Mill.

COMMENTS If approved, the Rio Salado Foundation will landscape the street frontage of the flour mill and perform other exterior enhancements to the Mill building located at 119 South Mill Avenue.

DOCUMENT NAME 20110707cdcm01 COMMUNITY DEVELOPMENT/REDEVELOPMENT PROJECTS (0403-01) RESOLUTION NO. 2011.60

E8. Request approval to adopt a resolution authorizing and providing for the issuance and the sale of not to exceed $19,000,000 principal amount of City of Tempe Performing Arts Center Excise Tax Revenue Refunding Obligations, Series 2011A, and approving related actions and documents.

COMMENTS The Finance and Technology Department is looking to take advantage of the current low interest rate environment by refinancing certain maturities of the city's Performing Arts Center Excise Tax Revenue Obligations, Series 2004. The issuance of the Performing Arts Center Excise Tax Revenue Refunding Obligations would allow the city to realize approximate savings of $738,000 in future debt service costs.

DOCUMENT NAME (20110707fsjh01) BOND SERVICE ADMINISTRATION (0203-01) Resolution No. 2011.65

E9. Request approval to adopt a resolution extending the termination date of the Memorandum of Understanding between the City of Tempe and the Tempe Supervisors' Association (TSA).

COMMENTS Resolution No. 2011.68 extends the termination date of the Memorandum of Understanding.

DOCUMENT NAME 20110707hrrb01 TEMPE SUPERVISORS. ASSOCIATION – MEET AND CONFER (303-0805) RESOLUTION NO. 2011.68

E10. Request adoption of a resolution amending the schedule of fees and charges for commercial refuse collection pursuant to Tempe City Code, Chapter 28, Solid Waste.

COMMENTS The adjustment to the commercial solid waste fees will bring consistency to the rate structure by more clearly reflecting fees for each unit of service.

DOCUMENT NAME (20110707fsjh02) MISCELLANEOUS FEES (0210-05) RESOLUTION NO. 2011.66

E11. Request approval of a resolution in support of the selection of the University of Phoenix Stadium in Glendale, Arizona, as the site of Super Bowl XLIX.

COMMENTS This resolution supports the selection of the University of Phoenix Stadium in Glendale, Arizona, as the site of Super Bowl XLIX, by offering public safety services at the site of practice facilities in Tempe.

DOCUMENT NAME 20110707caac01 SUPER BOWL – 2015 (0105-01-13) Resolution No. 2011.69.

6. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS

7. PUBLIC APPEARANCES

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed on this agenda. Matters discussed by the public during public appearances cannot be discussed by the City Council unless they are specifically listed on this agenda. There is a five-minute time limit per speaker. Speaker's visual aids or recorded tapes are not allowed.

Members of the public shall refrain from making personal, impertinent or slanderous remarks and from becoming boisterous while addressing the City Council or while attending the meeting. Unauthorized remarks from the audience, clapping, stomping of feet, yelling or any similar demonstrations are also prohibited. Violations of these rules may result in removal from the City Council meeting.

A. Scheduled

1. Citizens concerns regarding policing

2. Jack Drummond - Scooters in public buildings

3. Eleanor Holguin - Censorship

B. Unscheduled

The City of Tempe endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for sight and/or hearing impaired persons at public meetings. Please call (480) 350-2905 (voice) or (480) 350-2750 (TDD) to request an accommodation to participate in the City Council meeting.

Agendas are also available at www.tempe.gov/clerk
Watch this meeting live on Cox cable channel 11 or www.tempe.gov/tempe11.
Video replay of this meeting is available the next day at www.tempe.gov/tempe11.

Minutes
Formal City Council Meeting
June 16, 2011

Minutes of the Formal Council Meeting of Thursday, June 16, 2011, held at 7:30 p.m. in the Harry E. Mitchell Government Center, Tempe City Hall, City Council Chambers, 31 E. Fifth Street, Tempe, Arizona.

COUNCIL PRESENT:

Mayor Hugh Hallman
Vice Mayor Joel Navarro
Councilmember Robin Arredondo-Savage
Councilmember Shana Ellis
Councilmember Mark W. Mitchell
Councilmember Onnie Shekerjian
Councilmember Corey D. Woods

STAFF PRESENT:

Charlie Meyer, City Manager
Jeff Kulaga, Assistant City Manager
Andrew Ching, City Attorney
Brigitta M. Kuiper, City Clerk
Andy Goh, Deputy Public Works Director – Engineering
Various Department Heads or their representatives

Mayor Hallman called the meeting to order at 7:39 p.m.

1. Vice Mayor Navarro gave the invocation.

2. Mayor Hallman called upon two Eagle Scouts to lead the audience in the **Pledge of Allegiance**.

3. MINUTES

A. Approval of Council Meeting Minutes
Motion by Councilmember Arredondo-Savage to approve the following COUNCIL MEETING MINUTES; second by Councilmember Mitchell. Motion passed unanimously on a voice vote 7-0.

1. Formal Council Meeting - June 2, 2011
2. Executive Session - June 2, 2011
3. Special Meeting - June 2, 2011
4. Education Partnerships Council Committee - April 4, 2011 and May 2, 2011
5. Sports, Tourism, Recreation, Arts & Cultural Development Council Committee - May 4, 2011

B. Acceptance of Committee, Board & Commission Meeting Minutes
Motion by Councilmember Arredondo-Savage to accept the following COMMITTEE BOARD AND COMMISSION MEETING MINUTES; second by Councilmember Mitchell. Motion passed unanimously on a voice vote 7-0.

1. Fire Public Safety Personnel Retirement Board - February 10, 2011
2. Parks, Recreation and Golf Advisory - February 16, 2011
3. Historical Museum Advisory - April 7, 2011
4. Municipal Arts Commission - April 13, 2011

5. Historic Preservation Commission - April 14, 2011
6. Tempe Streetcar Community Working Group - April 25, 2011
7. Police Public Safety Personnel Retirement Board - May 5, 2011
8. Hearing Officer - May 17, 2011
9. Municipal Arts Commission Advocacy and Communication Sub-Committee - June 1, 2011

4. REPORTS AND ANNOUNCEMENTS

A. Mayor's Announcements

Board Reappointments

Mayor Hallman announced that board reappointments will be addressed under agenda item 5A1.

Arizona State University (ASU) Softball Women's Series NCAA Champions

Mayor Hallman commended the ASU Softball Women's team on the Sun Devil's second national title.

B. Manager's Announcements – None.

5. AGENDA

All items in these minutes identified with an asterisk (*) **are public hearing items**. All items listed on the agenda are approved with one council action. Items scheduled for Introduction/First Public Hearing will be heard but not adopted at this meeting. Items scheduled for Second Public Hearing/Final Adoption will be voted upon at this meeting.

Mayor Hallman announced consideration of the **AGENDA** items.

Motion by Councilmember Arredondo-Savage to approve the Agenda with the exception of agenda items 5B3, 5B4, 5B5, 5E1 and 5E3 which were removed for separate consideration and agenda item 5B8 which was deleted from the agenda; second by Councilmember Mitchell. Motion passed on a roll call vote 7-0.

A. Miscellaneous Items

A1. Approved board and commission reappointments.

COMMENTS N/A
DOCUMENT NAME 20110616ccbk01 0102-01-00 BDS, COMMISSIONS, COMMITTEES ADM

Firefighters Public Safety Personnel Retirement System Board
James Foley (FT2) reappoint to a term expiring 5/31/14

Police Public Safety Personnel Retirement System Board
James Foley (FT2) reappoint to a term expiring 5/31/14
(FT2) – Full second term of office

A2. Approved the May 2011 Report of Claims Paid to be filed for audit.

COMMENTS N/A
DOCUMENT NAME 20110616fsnw01 ACCOUNTS PAYABLE (0208-01)

A3. Approved an Amended Subdivision Plat for Centerpoint on Mill located at 660 South Mill Avenue.

COMMENTS Request for CENTERPOINT ON MILL (PL100425) (Centerpoint Holdings LLC, City of Tempe, Hamilton Chase-Tempe LLC, Arizona Board of Regents, property owners; Michael Burke, Centerpoint Holdings, applicant) located at 660 South Mill Avenue in the CC, City Center District with a Planned Area Development Overlay. The request includes the following: SBD10024 – Amended Subdivision Plat consisting of four (4) lots and two (2) tracts.

DOCUMENT NAME 20110616cdrl01 PLANNED DEVELOPMENT (0406)

The following conditions of approval apply:

1. The Subdivision Plat shall be put into proper engineered format with appropriate signature blanks and recorded with Maricopa County Recorder's Office through the City of Tempe Development Services Department on or before June 16, 2012. Failure to record the plat on or before June 16, 2012, which is one (1) year from date of City Council approval, shall make the approval of the plat null and void.

2. All property corners shall be set and verified with staff upon final recordation of the subdivision plat, no later than three (3) months from the date of County recordation or as determined by staff.

*A4. Held a public hearing and recommended the approval of a Series 10 beer and wine store liquor license for Mafia Mikes, 1125 South Terrace Road.

COMMENTS Berry Chapman Dunham is the Agent for this application.

DOCUMENT NAME 20110616fsap01 200121– LIQ LIC (0210-02)

A5. Approved an amendment to the site license agreement C1994-143 between the City and the Kyrene Elementary School District No. 28 for the addition of a corridor to the Waggoner School building on City property at Waggoner Park. **(Contract #94-143A)**

COMMENTS The Kyrene Elementary School District No. 28 has requested assistance from the City to provide a safe secure environment for the children of Waggoner School while moving between classrooms and other parts of the school. The City has prepared an amendment to the existing site license agreement to allow for the removal of the licensed shade canopy, and the addition of a corridor to the school building partially on City and partially on District property. The cost of the building addition, future maintenance, repair and replacement will be borne by the District. The amendment will extend the term of the license for forty (40) years from the date of execution of the amendment. The amendment to the site license is acceptable to the District.

DOCUMENT NAME 20110616csbp01.doc Miscellaneous Licenses (0210-03)

B. Award of Bids/Contracts

B1. Approved authorizing the Mayor to execute a Wired Telecommunications License and Right-of-Way Use Agreement between McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services and the City of Tempe. **(Contract #2011-79)**

COMMENTS McLeodUSA Telecommunications Services Inc. (now doing business as PAETEC Business Services) was granted a five-year license in 2006 for use of the City's rights-of-way to provide intrastate telecommunication services. This license expired on Mar. 2, 2011 and there has been no change in the fiber route. Under Sections 31A-10(a) and 31A-14 of the Tempe City Code, PAETEC needs to have a license and agreement in order to continue providing services and/or do any work in the right-of-way.

DOCUMENT NAME 20110519pwws01 MCLEOD USE TELECOMMUNICATION SERVICES (0802-20)

B2. Approved the annual excess insurance renewal program for fiscal year 2011/2012 to include excess property, primary and excess liability, crime, excess workers' compensation, and auto physical damage insurance purchased through the City's risk management consultant/broker, Marsh USA, Inc.

COMMENTS Total 2011/2012 annual premium shall not exceed $965,659.

DOCUMENT NAME 20110616fsts02 PURCHASING (1004-01)

B3. **THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.** Request to award a Phase I engineering services contract with Gannett Fleming, Inc. to identify and validate potential dam and gate alternatives for replacing the Tempe Town Lake downstream rubber dam.

B4. **THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.** Request approval of an amendment to the Nationwide Retirement Solutions, Inc. and Galloway Asset Management, LLC deferred compensation contract that will allow for a Roth 457(b) investment option for eligible City employees and retirees.

B5. **THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.** Request approval to increase to the contract amount with Trucks West of Phoenix for the purchase of refuse vehicles for use by the Public Works Department.

B6. Awarded one-year contracts with four, one-year renewal options to Scott McAlister (Division I), Robert A. Butler (Division II) and Patrick G. Gann (Division III) to provide public defender representation for indigent defendants whose cases are filed with the Tempe Municipal Court. Additionally, approval is requested to establish one-year contracts with four, one-year renewal options with Chad D. Niven and Julie Ann Mata who will be placed on an availability list to provide additional public defender services if needed. **(Contract #2011-81)**

COMMENTS Total value combined value of these contracts and related indigent representation will not exceed $225,000 during the initial one-year contract period beginning July 1, 2011.

DOCUMENT NAME 20110616fsta01 PURCHASES (1004-01)

B7. Approved the utilization of one-year State of Arizona contracts with Bingham Equipment Company, Golf Ventures West and John Deere Company for the purchase of turf and utility equipment to replace units which are beyond their usable service life for the Public Works Department.

COMMENTS The combined value of these contracts will not exceed $140,000.
DOCUMENT NAME 20110616fsta06 PURCHASES (1004-01)

B8. **THIS ITEM WAS DELETED FROM THE AGENDA.** Request approval of a one-year renewal of a contract with Redflex Traffic Systems, Inc. for the continuation of the City's photo enforcement program.

B9. Awarded a one-year limited source contract with four, one year renewal options to Gust Rosenfeld for providing bond counsel services to support the City's bond financing program under the direction of the Finance and Technology Department. **(Contract #2011-82)**

COMMENTS Total value of this contract will not exceed $100,000 during the initial one-year contract period.
DOCUMENT NAME 20110616fsmg08 PURCHASES (1004-01)

B10. Awarded a contract to Arizona Tactical, Inc. for 300 ballistic helmets with riot face shields for the Police Department. **(Contract #2011-83)**

COMMENTS Total amount not to exceed $93,452.00 for this one time procurement.
DOCUMENT NAME 20110616fsmg09 PURCHASES (1004-01)

C. <u>Ordinances and Items for Introduction/First Hearing - These items will have two public hearings before final Council action.</u>

*C1. Introduced and held the first public hearing to adopt an ordinance abandoning existing public right-of-way over a portion of the prior Terrace Road alignment, east of Rural Road and south of University Drive. The second public hearing was scheduled for July 7, 2011.

COMMENTS The City reserved roadway and utility easements when it conveyed certain property along Rural and Terrace Roads to ASU pursuant to an Intergovernmental Agreement dated September 16, 2004 (C2004-188). The original conveyance facilitated construction of the light rail project, and was part of an exchange of property by the City and ASU. The property has been re-platted and ASU has asked the City to abandon the public right-of-way. The utility easements within the prior roadway alignment will remain in place per the recorded Quit Claim Deed.
DOCUMENT NAME 20110616pwko02 ABANDONMENT (0901) ORDINANCE NO. 2011.22

*C2. Introduced and held the first public hearing to adopt an ordinance authorizing the granting of a telecommunication easement ("Easement Agreement") to Qwest Communications by the City of Tempe for communications equipment at 1110 W First St. The second public hearing was scheduled for July 7, 2011.

COMMENTS Qwest Communications has requested an easement for access to existing telecommunication equipment installed on City property. Facilities were located in an existing PUE at date of installation. The original PUE has been abandoned.

DOCUMENT NAME 20110616 pwko06 QWEST CORPORATION - EASEMENT (0904-02) Ordinance No. 2011.09

*C3. Introduced and held the first public hearing to adopt an ordinance for a Code Text Amendment for the Temporary Sign Program. The second public hearing was scheduled for July 7, 2011.

COMMENTS Request for TEMPORARY SIGN PROGRAM (PL100056) (Community Development Dept., applicant) consisting of Zoning and Development Code amendments for an extension of temporary sign allowances and temporary banners to advertise vacant commercial space. The request includes the following: ZOA11002 (ORDINANCE NO. 2011.21) – Code Text Amendment for Sections 4-903(M), Lead-In Sign; 4-903(P), For Sale, Lease or Rent Sign; 4-903(R), Special Event Sign; and Section 4-906, Leasing Banner Sign.

DOCUMENT NAME 20110616cdrl02 ZONING & DEVELOPMENT CODE (0414) ORDINANCE NO. 2011.21

*C4. Introduced and held the first public hearing to adopt an ordinance for a Zoning Map Amendment and Planned Area Development Overlay and to adopt a resolution for a General Plan Amendment for Hampton Inn & Suites located at 1429 North Scottsdale Road. The second public hearing was scheduled for July 7, 2011.

COMMENTS Request for HAMPTON INN & SUITES (PL100400) (William Spresser, VRE Holding II LLC and VRE Holding III LLC, property owner; Darin A. Sender, Sender Associates, Chtd., applicant) consisting of a four story 117 guest room hotel of +/-75,960 sf. area on +/-2.25 acres to the south of an existing two story 116 guest room and two work-force housing unit hotel of +/-63,262 sf. on +/-2.76 acres. The entire site of +/-5.01 acres is located at 1429 North Scottsdale Road in the R-4, Multi-Family Residential General and CSS, Commercial Shopping and Service Districts. The request includes the following: GEP11001 – (Resolution No. 2011.25) General Plan Land Use Map Amendment from Residential to Mixed-Use. ZON11002 – (Ordinance No. 2011.17) Zoning Map Amendment from CSS, Commercial Shopping and Service District and R-4, Multi-Family Residential General District to MU-3, Mixed-Use, Medium-High Density District.

PAD11002 – (Ordinance No. 2011.17) Planned Area Development Overlay to modify development standard for building height from 50 feet to 55 feet and establish development standards for building lot coverage, minimum landscape area and front, side and rear yard building setbacks.

DOCUMENT NAME 20110616cdkko01 PLANNED DEVELOPMENT (0406) Ordinance No. 2011.17 Resolution No. 2011.25

*C5. Introduced and held the first public hearing to adopt an ordinance authorizing the granting of a utility easement (”Easement Agreement”) to Arizona Public Service Company by the City of Tempe for electrical lines and appurtenances at 601 S. Farmer Ave. The second public hearing was scheduled for July 7, 2011.

COMMENTS Arizona Public Service Company has requested an easement for installation of electrical lines and equipment necessary to provide service to Phase 1 of the Farmer Arts development.

DOCUMENT NAME 20110616 pwko07 APS UTILITY EASEMENT - EASEMENT (0904-02). Ordinance No. 2011.24.

D. Ordinances and Items for Second Hearing/Final Adoption - None

E. Resolutions

E1. **THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.** Request approval to adopt a resolution amending City Code Appendix A – Fee Schedule, Chapter 29, Streets and Sidewalks, relating to horizontal directional drilling methods for the installation of public utilities.

E2. Adopted **RESOLUTION NO. 2011.46** to accept grant funding from the State of Arizona - Department of Homeland Security under the State Homeland Security Grant Program to fund enhancements to the bomb squad robot. **(Contract #2011-85)**

COMMENTS The grant award totals $112,010.

DOCUMENT NAME 20110616pdmk01 POLICE DEPARTMENT ADMIN (0606-02) Resolution No. 2011.46

E3. **THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.** Request approval to adopt a resolution amending City Code Appendix A—Fee Schedule, Chapter 2, Administration, relating to Prosecution Assessment. This fee increase shall be effective August 1, 2011.

E4. Adopted **RESOLUTION NO. 2011.52**, a Memorandum of Understanding between the Service Employees International Union (SEIU) and the City of Tempe July 1, 2011 - June 30, 2013 and authorizing its execution. **(Contract #2011-86)**

COMMENTS N/A

DOCUMENT NAME 20110616hrrb01 PUBLIC WORKS AND NON-SUPERVISORY UNION- MEET & CONFER (3030803 AND 3030804) Resolution No. 2011.52

E5. Adopted **RESOLUTION NO. 2011.53** authorizing the Mayor to sign the sixth amendment to the intergovernmental agreement with the Regional Public Transportation Authority (RPTA) for purchase of paratransit services in Tempe during fiscal year 2010-11. **(Contract #2004-241F)**

COMMENTS (Contract C2004-241F) Cost to Tempe is estimated to be $396,165.

DOCUMENT NAME 20110616pwgj01 DIAL-A-RIDE (1106-05) Resolution No. 2011.53

E6. Adopted **RESOLUTION NO. 2011.54** authorizing the Mayor to sign amendment two to the intergovernmental agreement with the Regional Public Transportation Authority (RPTA) for the purchase and supply of transit services. **(Contract #2009-87B)**

COMMENTS (Contract C2009-87b) Revenue to Tempe is estimated to be $10,702,889. Cost to Tempe is estimated to be $1,841,291.
DOCUMENT NAME 20110616pwgj02 TRANSPORTATION PLANNING (1101-01) Resolution No. 2011.54

E7. Adopted **RESOLUTION NO. 2011.55** authorizing the Mayor to sign a funding agreement between the City and the Tempe Community Council regarding a grant to The Centers for Habilitation for transportation services for elderly and disabled residents. **(Contract #2011-87)**

COMMENTS Grant award is $50,000.
DOCUMENT NAME 20110616PWgj03 TRANSPORTATION PLANNING (1101-01) Resolution No. 2011.55

E8. Adopted **RESOLUTION NO. 2011.56** establishing City accounting policies related to the reporting of fund balances, as required by the Governmental Accounting Standards Board (GASB)

COMMENTS This resolution establishes accounting policies for reporting fund balances in the city's year-end financial reports, as required by GASB.
DOCUMENT NAME 20110616fskj01 FINANCIAL MANAGEMENT (0208) Resolution No. 2011.56

AGENDA ITEM(S) REMOVED FOR SEPARATE CONSIDERATION:

B3. Awarded a Phase I engineering services contract with Gannett Fleming, Inc. to identify and validate potential dam and gate alternatives for replacing the Tempe Town Lake downstream rubber dam. **(Contract #2011-80)**

COMMENTS Total cost for this contract is $367,970.75.
DOCUMENT NAME 20110616pwdr03 RIO SALADO MASTER PLAN (0112-07-03) PROJECT NO. 6504221

Councilmember Shekerjian requested that staff explain this project, its funding source and why the City chooses to utilize contracts from other jurisdictions.

Charlie Meyer, City Manager, stated that there are several ways in which procurement activity takes place. Multi-jurisdictional municipal procurements are more desirable for contractors to bid; municipalities receive better pricing which saves jurisdictions publication and process costs. Collaboration among multiple jurisdictions produces the most competitive bid, while minimizing costs.

Andy Goh, Deputy Public Works Director – Engineering, stated that this project is Phase I; Phase II will require additional funding.

Councilmember Shekerjian stated that agenda items 5B3, 5B4, 5B5, 5E3 were removed for separate consideration in error.

Motion by Councilmember Shekerjian to approve agenda items 5B3, 5B4, 5B5, 5E3; second by Councilmember Woods. Motion passed on a roll call vote 7-0.

B4. Approved an amendment to the Nationwide Retirement Solutions, Inc. and Galloway Asset Management, LLC deferred compensation contract that will allow for a Roth 457(b) investment option for eligible City employees and retirees. **(Contract #2009-130A)**

COMMENTS	City funds will not be used for this contract as all plan expenses are paid by participants through the investments selected.
DOCUMENT NAME	20110616fsmg04 PURCHASES (1004-01)

B5. Approved an increase to the contract amount with Trucks West of Phoenix for the purchase of refuse vehicles for use by the Public Works Department.

COMMENTS	The additional requested amount will not exceed $1,100,000 and will increase the contract value from $1,100,000 to $2,200,000. The current contract is valid through September 15, 2011.
DOCUMENT NAME	20110616fsta03 PURCHASES (1004-01)

E3. Adopted **RESOLUTION NO. 2011.28** amending City Code Appendix A—Fee Schedule, Chapter 2, Administration, relating to Prosecution Assessment. This fee increase shall be effective August 1, 2011.

COMMENTS	This resolution increases the Prosecution Assessment fee from $100.00 to $125.00.
DOCUMENT NAME	20110616caef01 MISCELLANEOUS FEES (0210-05) Resolution No. 2011.28.

E1. Adopted **RESOLUTION NO. 2011.51** amending City Code Appendix A – Fee Schedule, Chapter 29, Streets and Sidewalks, relating to horizontal directional drilling methods for the installation of public utilities.

COMMENTS	This resolution establishes a separate horizontal directional drilling fee and bases the fee on lineal feet and the type of method utilized. In addition, this resolution will perform an administrative clean-up of a few fees to more clearly define what they represent.
DOCUMENT NAME	20110616pwws05 MISCELLANEOUS FEES (0210-05) Resolution No. 2011.51

Councilmember Ellis declared a conflict of interest on agenda item 5E1.

Motion by Councilmember Woods to approve agenda item 5E1; second by Councilmember Arredondo-Savage. Motion passed on a roll call vote 6-0-1 with Councilmember Ellis abstaining.

6. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Councilmember Woods

- Happy Father's Day to his father
- Happy Birthday to his father and mother

Mayor Hallman

- Read a statement announcing that he will not run for re-election as Mayor of Tempe in 2012

7. PUBLIC APPEARANCES

A. Scheduled

1. Citizens concerns regarding policing – No one spoke.
2. Eleanor Holguin, Tempe - Police Department issues.
    - A public records request was filed concerning a job description and questionnaire for a police department employee; the request for the questionnaire was denied
    - Requested assurance that the City Attorney provided legal oversight in the denial of a portion of the records request
    - Requested a copy of the police department policy concerning the release of questionnaires along with examples of similar denied requests, and an uncompleted copy of the police department questionnaire as normally provided to police department applicants
    - Her requests for information will not be used for commercial purposes
    - Requested that the City provide written explanation if the request for information is not fulfilled
    - Provided a copy of her statement and a blog to City staff

B. Unscheduled – No one spoke.

The meeting adjourned at 8:07 p.m.

I, Brigitta M. Kuiper, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Formal City Council meeting of June 16, 2011, by the Tempe City Council, Tempe, Arizona.

_____
Hugh Hallman, Mayor

ATTEST:

_____
Brigitta M. Kuiper, City Clerk

Minutes
City Council Issue Review Session
June 2, 2011

Minutes of the Tempe City Council Issue Review Session held on Thursday, June 2, 2011, 6:00 p.m., in the City Council Chambers, Tempe City Hall, 31 E. Fifth Street, Tempe, Arizona.

COUNCIL PRESENT:
Mayor Hugh Hallman
Vice Mayor Joel Navarro
Councilmember Robin Arredondo-Savage
Councilmember Onnie Shekerjian
Councilmember Corey D. Woods

COUNCIL ABSENT:
Councilmember Shana Ellis
Councilmember Mark W. Mitchell

STAFF PRESENT:
Charlie Meyer, City Manager
Jeff Kulaga, Assistant City Manager
Andrew Ching, City Attorney
Brigitta M. Kuiper, City Clerk
Chris Kabala, Senior Civil Engineer
Andy Goh, Deputy Public Works Director - Engineering
Don Bessler, Public Works Director
Wendy Springborn, Engineering Service Manager
Andy Goh, Deputy Public Works Director – Engineering
Various Department Heads or their representatives

Mayor Hallman called the meeting to order at 6:17 p.m.

Call to the Audience

Joe Pospicil commented on the Service Line Protection Program. Mr. Pospicil voiced concern about program information that is lacking in the agenda packet as follows:

- Is this a mandatory program or is there an “opt out" provision?
- How much will this program cost?
- It is unclear what portion of the sewer line he is responsible for; it changes over time
- This plan makes it look like a property owner is responsible for the sewer line up to the middle of the alley, which is City property; liability could be associated with tearing up a sewer line on City property
- What if his tree roots cross City right of way into the neighbor’s yard lines – who pays for that repair?

Service Line Protection Program (SLiPP) - Pilot

Don Bessler, Public Works Director, introduced Wendy Springborn, Engineering Services Manager, who presented an update on the proposed Service Line Protection program. Presentation and discussion highlights include:

- The service line protection program concept was previously presented to Council in February 2011
- A multidisciplinary team of staff was formed to evaluate this program
- Homeowners are responsible for the portion of the water line spanning from the meter to their house
- Homeowners are responsible from the sewer line tap to the boundary of their house
- Damage to sewer lines in the public right of way require a homeowner to hire a licensed contractor to conduct work in the right of way
- *Why do the Program? Homeowners vulnerable because:*
    - Unaware of responsibility

  - Believes City of Tempe performs repairs
  - Unprepared for expense
  - Incorrectly assumes homeowners insurance covers repairs
  - Challenging to find contractor in emergency
  - Contractors charge premium dollar
- *Tempe-run Service Line Protection Program advantages:*
  - City of Tempe receives calls from residents when problems occur; City personnel determines whether the City or homeowner is responsible for repairs
  - Offers a valuable public service
  - Enhances goodwill with residents
  - Reduces complaints about repairs
  - Puts community at ease about high repair costs
  - Provides below market pricing
  - Helps diversify income stream from General Fund
- Program is subscription based; homeowners are not automatically signed up for the program
- Direct and indirect costs and anticipated expense for repairs were evaluated; based on the analysis, staff is recommending that the City offer a below market cost
- *Program highlights include, but are not limited to:*
  - The pilot program will initially focus on single family, owner-occupied homes, approximately 23,000 accounts.
  - Contractors will be hired, through an RFP process, to conduct the repairs.
  - A $5,000 annual cap per line has been set which includes repairs, replacement and/or restoration of the site.
  - Initial enrollment period is for a required one-year period, and a homeowner must stay enrolled for one year after a service repair/replacement.
  - Individual repairs under $1,000 will not go against the $5,000 ceiling cap.
  - One fee covers both water and sewer lines; $12/month for water and sewer lines.

Basic Program Comparisons

	CITY OF TEMPE	MARKET PLACE
# of Claims Annually for water line	Unlimited to $5,000 annual cap	2 claims w/max. of $3,500 per claim
# of Claims Annually for sewer line	Unlimited to $5,000 annual cap	2 claims w/max. of $5,000 per claim
Repair of Frozen Pipes	Covered	Excluded
Landscape Restoration	Will cover to original condition within the $5,000 cap	Basic fill, rake and over-seeding only
Monthly Fee	$12 for both water & sewer	$5.99/water & $8.99/sewer
Return to City	Approx. 61% of subscription fees	15% of subscription fees

City of Tempe
PUBLIC WORKS

- *Key Program Recommendations:*
    - Pilot program – single family, owner-occupied
    - Contract for repair services/sales force
    - Single price point
    - Promotional offer
    - Cost recovery
    - Terms and conditions
    - Seamless consumer process
- *Assumptions – Revenue*
    - Approximately 23,000 single family owner-occupied residential accounts in Tempe
    - Use a combination of passive sales/promotional event/structured sales force
    - Should capture 15% of the market in first year, up to 20% by year three
    - 5-year cumulative revenue forecast = $2,594,400
- *Assumptions – Expenses*
    - Repair costs, direct and indirect expenses/on-going sales force
    - Repair cost (average $4,000 per repair)
    - 5-year cumulative expense = $1,004,823
- *Net Revenue: 5 Year Forecast*
    - $1,589,577 – estimated net benefit to help diversify the General Fund
- *Kick-off Timeline:*
    - To date – program information in *Tempe Today*
    - June/ongoing – Public relations/advertising and promo opportunity
    - June 2, 2011 – Issue Review Session presentation to City Council
    - June 3, 2011 – Request for Proposal (contracted sales force)
    - August, 2011 – Request for Proposal (contractors/plumbers); ordinance changes to Council; sales force contract to Council for approval.
    - August, 2011 – second week – direct mail piece to eligible residents
    - Late August, 2011 – sales force starts
    - September 2011, contractor contracts to Council for approval
    - September 30, 2011 – promotional period ends
    - October 2011 – program begins
    - November 2011 – promote optional billing begins
- Ordinance language may need to be revised; ordinance currently covers sewer line repair fees in alleys
- Estimates for participation were based on water service call statistics; anticipated 6.2% based on enrollment in terms of the number of repairs. Based on those statistics, nine water line repairs and nine sewer line repairs are anticipated during the first year.
- Outsource funding/program contract costs are being determined by the Finance Department
- Perhaps consider providing this service utilizing existing staff resources.
    - Staff is recommending outsourcing this service due to the unknown volume of repairs. It is important to provide good customer service and be responsive.
- There is risk in having a contractor provide poor service; could reflect poorly on the City.
    - A quality control measure is to have a post repair survey for each subscriber. If a subscriber submits negative feedback on a contractor, the contractor may be removed from the list of providers.
    - Contractors will be provided with a list of City expectations concerning response time, etc.
    - Existing staff resources are currently interrupted from their core duties to repair lines which hamper their ability to do preventative maintenance; staff wants a solution to this problem.
- The 30-day waiting period for pre-existing conditions pertains to the timeframe between when a customer signs up for the program and when a problem occurs.
- A program evaluation will occur within six months of the program; ongoing program evaluation will occur to ensure citizens are receiving quality service
- Councilmembers will be updated on program subscribership

- The program model will be adjusted if problems occur
- City staff will track the $5,000 annual cap for repairs for homeowners
- Deterioration of pipes depends upon many variables such as trees, soil condition and material of pipes
- Subscription to the program is for one year; subscription must remain active one year after a claim has occurred
- There is no financial hardship clause to opt out of the program at this time
- Program provides piece of mind to residents
- Consideration should be given on a program exit strategy in the event the program does not work out as anticipated.
- Program does not change who is responsible for water/sewer lines
- Would be helpful to clarify who is the responsible party when a neighbor's tree roots interfere with another neighbor's water/sewer lines
- Staff should take a closer look at the marketing materials
- Program subscription estimates appear high
- Not counting on the revenue; program provides an important/useful service to provide to residents
- Marketing approach, on a trial basis, will be on a per call basis versus a percentage of subscribers
- The Request for Proposal will address marketing experience for contractors
- Contact information will be included in water bills as well as on materials provided to the subscriber
- Response times for City employees on standby are 20-30 minutes; it usually takes less time to respond. Staff will work out specifics for contractor's response times. Staff is in the process of determining whether staff or a contractor will be called to the site when a report has been received.

Retirement Plan Contributions

Mayor Hallman thanked staff for providing a revised retirement plan contribution chart, adding the elected official retirement system data. The City is in the process of examining health care benefits for retirees. Charlie Meyer, City Manager, stated that this discussion is ongoing with pre-Medicare retirees.

The 25-year retirement chart illustrates the costs associated with the four retirement systems. Those systems include the Arizona State Retirement System (ASRS); Public Safety Personnel Retirement System (PSPRS) including fire and police; and the Elected Officials State Retirement System (EORS). He requested that the revised chart be added to the City's website.

Approximately thirty years ago, Fire Department employees elected to opt out of the social security payroll deductions in exchange for only having the state retirement system. The Police Department did not select that option. As a result, the police pay into the social security system and PSPRS and the City matches both of those contributions, which creates a problem.

Since 2007, there has been substantial cost increases for employer/employee retirement contributions. The employer should not be paying such high and disproportionate retirement system contributions.

	Employee contribution rate *(2010)*	Employer contribution rate *(2010)*
ASRS (general employees)	9%	9%
PSPRS (fire employees)	7.65%	24.07%
PSPRS (police employees)	7.65%	22.23%
EORS (elected officials)	7%	26.25%

These funds are out of balance and the public should be aware of this information; these are challenging issues that municipalities are facing.

Tempe Town Lake Dam Replacement Schedule

Jeff Kulaga, Assistant City Manager, Andy Goh, Deputy Public Works Director – Engineering, and Chris Kabala, Senior Civil Engineer provided an overview of the schedule for replacing the Tempe Town Lake dam as follows:

- November 2010 – Installation of rubber bladders completed
- Lease term – Decommission and remove rubber bladders by December 2015

- *Project Schedule:*
  - Select design consultant/procurement process — February 2011 – May 2011
  - PHASE I – June 2011 – November 2011
    - Identify viable options
    - Evaluate options
    - Select best option
  - PHASE II – November 2011 – December 2015
    - Design new dam system — November 2011 – September 2012
    - Acquire permits — September 2012 – July 2013
    - Bid and procure construction contract — July 2013 – October 2013
    - Award and execute construction contract — October 2013 – December 2013
    - Construct new dam — December 2013 – December 2015
- *Project Status:*
  - Qualification based selection process to select design firm; completed in May 2011
  - Negotiating scope of work for Phase I of project; requesting City Council aware of contract June 16, 2011
- *Project Approach:*
  - Identify viable options, evaluate options, select best option
- *PHASE I:*
  - Consider all viable options — June 2011 – July 2011
  - Check with City council on evaluation criteria — July 2011 – August 2011
  - Evaluate options using all applicable criteria — July 2011 – August 2011
  - Collaborate with regulatory agencies — July 2011 – October 2011
  - Share information with user groups/stakeholders — July 2011 – October 2011
  - Third party review/input — August 2011 – October 2011
- Deliverables
  - Alternative Analysis Report — October 2011
  - Design Basis memorandum — October 2011
  - Dam technology alternatives/recommendation — November 2011
- *PHASE II*
  - Design
  - Permitting
  - Procure and award construction contract
  - Construction

Discussion highlights include:

- Council questioned if staff had contacted Bridgestone representatives to see if they would be willing to allow the City to use the current dams longer and to be released from liability after five years? Staff has contacted Bridgestone representatives; they will only follow the original spirit of the agreement which states that the dams will no longer be useable beyond December, 2015.
- The Bridgestone Corporation reputation is at risk if a problem occurs.
- Bridgestone has indicated that they are getting out of the rubber bladder manufacturing business; a business decision
- It should be questioned if a business says a product should last for 30 years, yet is only willing to provide a 10-year warranty on that product
- Hard questions should be asked; history should not be repeated
- This is an opportunity to create a more sustainable future for Tempe Town Lake
- The rupture of the rubber bladders was an expensive mistake
- Even though it only took 90 days to replace the rubber bladders, it took three years of work prior to the dam failure to meet that 90-day replacement timeframe
- In looking for the right technology, Phase I will include a diagnostic exam of the eastern dam
- When the original dam was designed and permitted, it was based on flows and reserve capacity that are different from what currently exists with Roosevelt Lake and the Salt River. Part of the evaluation process is to review flows/capacity

and the impact to dam technology.

- Pouring concrete is not an option because the river is an active channel
- Shores of Town Lake have different levels; surrounding improvements and buildings are outside of the flood channel
- Levies have to be prepared to keep the water in the channel
- Dams must be removable to allow water to flow in emergency situations
- Roosevelt dam has substantial reserve capacity, which decreases the likelihood of heavy water flows that could top the Town Lake levies; this may present additional design alternatives that were not previously available
- Using a lifecycle costing approach will illustrate annual operations costs and equipment replacement costs; this is a responsible, long term approach
- Keeping flood water in the river is one consideration; the surrounding areas impacted by water flow should also be reviewed
- It has not yet been decided how the City will pay for this project. The secondary property tax model that referenced the dam replacement was only for illustrative purposes and not the source of funding.

Formal Council Agenda Items

None.

Future Agenda Items

Mayor's Announcements/Manager's Announcements

None.

The meeting adjourned at 7:18 p.m.

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Brigitta M. Kuiper, City Clerk

Minutes
City Council Issue Review Session
June 16, 2011

Minutes of the Tempe City Council Issue Review Session held on Thursday, June 16, 2011, 6:00 p.m., in the City Council Chambers, Tempe City Hall, 31 E. Fifth Street, Tempe, Arizona.

COUNCIL PRESENT:

Mayor Hugh Hallman
Vice Mayor Joel Navarro
Councilmember Robin Arredondo-Savage
Councilmember Shana Ellis
Councilmember Mark W. Mitchell
Councilmember Onnie Shekerjian
Councilmember Corey D. Woods

STAFF PRESENT:

Charlie Meyer, City Manager
Jeff Kulaga, Assistant City Manager
Andrew Ching, City Attorney
Brigitta M. Kuiper, City Clerk
Greg Jordan, Interim Deputy Public Works Director
Ken Jones, Finance and Technology Director
Renie Broderick, Human Resources Director
Various Department Heads or their representatives

Mayor Hallman called the meeting to order at 6:22 p.m.

Call to the Audience

Joe Pospicil, Tempe

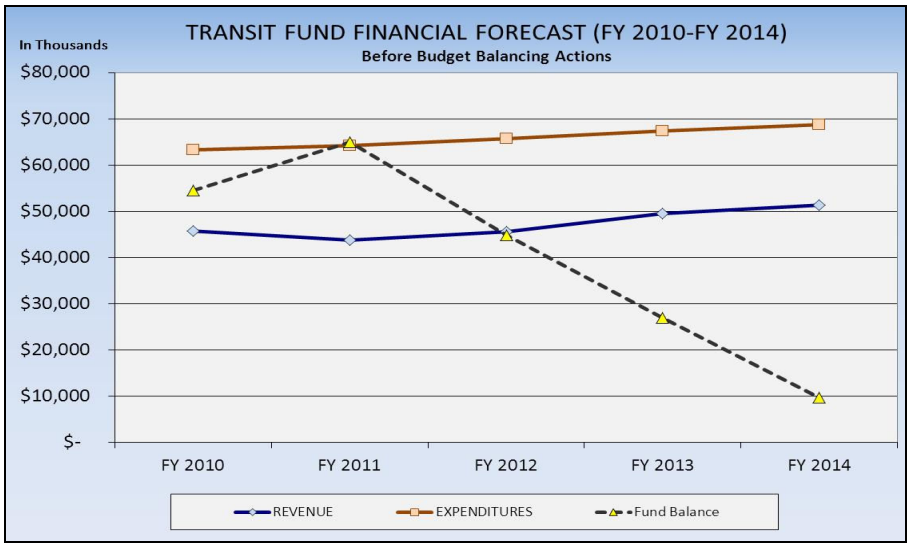
- Complimented staff on the transit fund and bus service information available on-line; would like additional material placed on line as it helps keep citizens informed.

Transit Fund and Bus Service Changes

Greg Jordan, Interim Deputy Public Works Director, and Ken Jones, Finance and Technology Director, presented information concerning the Transit Fund and bus service changes. Presentation and discussion highlights include:

- Purpose of this presentation is to provide an update on the Transit Fund's Three (3) Year Financial Balancing Plan approved by the City Council in May 2010
- Request City Council approval of:
    - Revised debt repayment approach
    - Tentative transit fund balance zone based on 6 months of operations +/- 5%
    - Bus service reductions listed under "Strategy B" totaling $1.6 million for implementation on July 25, 2011
- Bus service reductions were recommended by the Transportation Commission and reviewed by the Transportation Council Committee
- Recommendations represent a 9% reduction in service levels compared to current service levels.

Mr. Jordan noted that the following graph depicts the Transit Fund two years ago prior to the budget balancing actions adopted by Council:

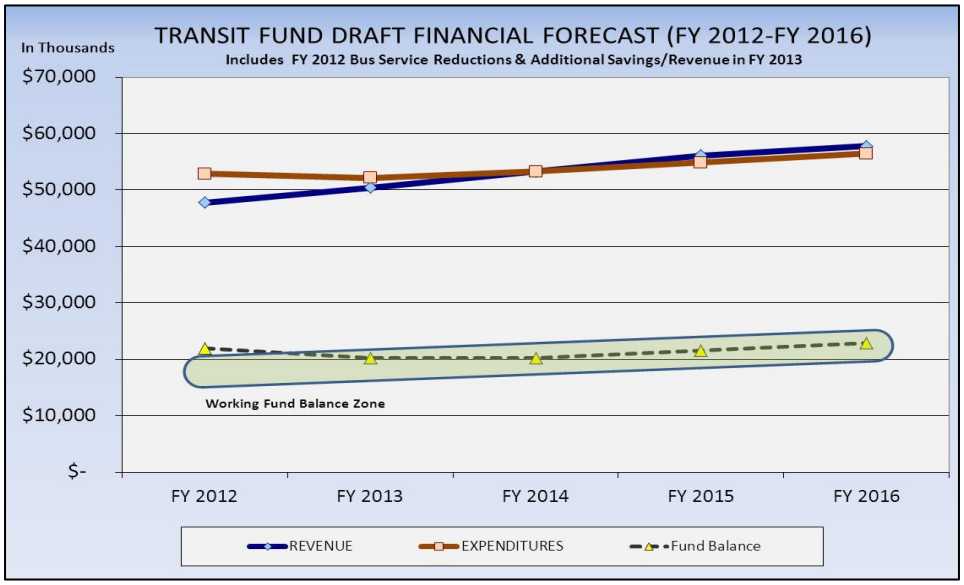


Mr. Jordan reviewed the following charts which outline the Fiscal Year (FY) 2011-12 projected funding sources of revenue and expenditures:

SOURCES OF FUNDS ($000)	FY 2011 Budget	FY 2012 Budget	% Change	Budget Note #
Transit Tax	$ 25,012	$ 29,124	16%	1
Lottery Transfer In	$ 214	$ -	-100%	2
ASU-Flash Transit	$ 697	$ 905	30%	3
Interest Income	$ 212	$ 120	-43%	4
Light Rail Fares	$ 2,813	$ 2,859	2%	5
Out of Jursidiction Revenue	$ 11,146	$ 9,104	-18%	6
PTF Funding	$ 2,813	$ 2,850	1%	7
Miscellaneous Revenue	$ 807	$ 2,795	246%	8
Total Revenues	**$ 43,715**	**$ 47,757**	**9%**	

USE OF FUNDS ($000)	FY 2011 Budget	FY 2012 Budget	% Change	Budget Note #
Personnel Services	$ 3,345	$ 2,815	-16%	9
Materials and Supplies	$ 4,067	$ 3,827	-6%	10
Fees and Services	$ 45,899	$ 41,323	-10%	11
Travel and Training	$ 13	$ 11	-17%	12
Capital Outlay	$ 18	$ 11	-36%	13
CIP Transfer (Transit Tax)	$ 446	$ 366	-18%	14
Debt Service	$ 9,550	$ 5,070	-47%	15
Internal Service Charges	$ 462	$ 325	-30%	16
Contingency	$ -	$ 50	n/a	17
Total Other Contributions / CBDG +	$ 114	$ 100	-12%	18
Indirect Cost Allocations	$ 558	$ 551	-1%	19
Total Expenditures	**$ 64,472**	**$ 54,450**	**-16%**	

Mr. Jordan reviewed the revised, draft FY2012-2016 financial forecast, as follows:



Major assumptions associated with the revised, draft forecast include:

- Average 4 year sales tax growth of 5.8%
- Additional budget savings of $3.2 million is achieved over 2 years
- $1.6 million in bus service cuts made in fiscal year (FY) 2011-12 and another $1.6 in cost savings, additional revenue, or service cuts achieved in FY 2012-13.
- There are several variables in play that could minimize the portion of the last $1.6 that would need to come from transit service (e.g., regional fare increase, alternative fuel tax credit)

Staff recommends continuing with the three-year budget reduction approach approved in the original transit fund financial balancing plan including a working fund balance zone of at least 6 months of operating expense +/-5%. The revised forecast is in draft form until the Finance and Technology Department completes a review of City-wide funds to determine the best approach for each.

Over the last two years, transit service supply was reduced by 22%. With light rail beginning in 2009 and a performance-based bus system restructuring effort, boardings are holding steady just below 12 million and productivity increased from 1.6 to 2.2 boardings per mile.

Staff worked with the Transportation Commission and a sub-committee tasked with reviewing these changes. Mr. Jordan thanked Charles Huellmantel, Phillip Luna, Gary Roberts, and David Strang for their contributions to this process.

The process for making bus service changes consisted of:

- Transportation Commission
- Performance Analysis
- Key Target Areas
- 19 initial options totaling $4.1 million
- Public/Stakeholder Involvement Process
- Ranking the Options: Performance + Public impact

Public involvement included a survey instrument designed to measure public impact of various options. Over 1,400 survey responses were received compared to 800 in 2010, two public meetings were held, along with intercept surveys and information on the website. The most impactful options, such as service reductions in Sunday or late night service and light rail options, were

viewed negatively by the public. Based on this information, staff developed the following ranking for bus reduction service change options, recommended as follows:

RANK	ROUTE	OPTION	ESTIMATED SAVINGS	CUMULATIVE SAVINGS	IMPLMENTATION
1	EXP 532	532: Eliminate one A.M. and one P.M. trip	$ 8,302	$ 8,302	January 2012
2	EXP 540	540: Eliminate one A.M. and one P.M. trip	$ 6,661	$ 14,963	January 2012
3	EXP 520	520: Eliminate segment on River Dr. and Alameda Dr.	$ -	$ 14,963	July 2011
4	EXP 521	521: Eliminate segment on PRICE RD. ; route would begin at Baseline and Price	$ 15,191	$ 30,154	July 2011
5	LOCAL 108-Elliot	Reduce Route 108 (Elliot) from 30 to 60 minutes on weekdays (In Tempe)	$ 171,414	$ 201,567	**Maintain**
6	LOCAL 108-Elliot	End Route 108 (Elliot) at Elliot Rd. and Priest Dr.	$ 239,192	$ 440,760	July 2011
7	LOCAL 48-48th/52nd/Rio	Reduce peak service frequency on route 48 (48th St./Rio Salado Pkwy.) from 15 to 30 min.	$ 204,217	$ 644,977	July 2011
8	LOCAL 62-Hardy	Reduce peak service frequency on route 62 (Guadalupe/Hardy) from 15 to 30 min.	$ 335,961	$ 980,938	July 2011
9	LOCAL 40-Apache	Eliminate Route 40 (Apache) in Tempe	$ 506,380	$ 1,487,318	July 2011
10	LOCAL - Eliminate bus fares for events	Reinstitute regular fares for local bus service on New Year's Eve and July 4th	$ 10,000	$ 1,497,318	July 2011
11	72-Scottsdale	Eliminate unscheduled additional trips currently provided on route 72 (Rural Rd.)	$ 289,940	$ 1,787,257	July 2011
12	ORBIT - All Routes	Reduce Saturday Orbit service from 15 to 30 minutes	$ 429,464	$ 2,216,722	**Maintain**
13	LOCAL - All routes	Reduce Sunday service to 60 minutes on all local bus routes (in Tempe)	$ 453,233	$ 2,669,954	**Maintain**
14	ORBIT - All Routes	Reduce weekday freq. from 15 to 20 min. ALL DAY; supply additional trips as needed	$ 649,077	$ 3,319,032	**Maintain**
15	LOCAL - All Routes	Eliminate local bus service AFTER 10 p.m. in Tempe	$ 747,530	$ 4,066,562	**Maintain**

Additional discussion includes:

- Members of the public that are adversely impacted by these transit service changes are encouraged to contact Transit Division staff to work on alternative travel options.
- Approved changes will be implemented July 25, 2011, with the exception of routes that have regional implications
- Staff will follow a process to inform the public of the transit services changes.
- The 30-minute frequency of Route 108 would remain the same; however there is a route change to eliminate the segment between Elliot Road and Arizona Mills Mall, along Priest Drive.
- Duplication of service exists along the Priest Drive corridor and into Phoenix; the Town of Guadalupe is well served by this service, however bus transfers may be needed. Staff is working on minimizing the number of transfers and schedules are being aligned to make transfers as timely as possible.
- Elimination of Route 40 along Apache Boulevard is being recommended because it parallels the light rail line.
- Orbit transit system ties into the overall transit system.
- Staff was thanked for their hard work; making this process as public and open as possible.
- Because this is a regional system, Tempe must ensure that it is a seamless process; it is always a moving target because other jurisdictions have different time lines for making these decisions.
- Transit decisions are impacted by what surrounding jurisdictions are doing with their systems.
- Might not make sense to continue 30-minute service on Route 108 without Chandler committing to the same timeframe; perhaps that has more to do with social equity. Additional discussion with Chandler is necessary.

- Staff was commended on the matrix used to assist with the decision making process; this has made a difference and has been very helpful.
- As the process moves forward, perhaps staff should look at adjustments to Orbit routes - ridership, connectivity, productivity, etc. It would be helpful to determine where these routes are not productive and restructure them to maximize usage.

Mayor Hallman stated that based on the discussions, City Council is adopting the staff recommendations. The next series of reductions may not be necessary in the future. The cost to add cuts back into the system in the future would be expensive, exceeding short term savings.

Wellness Program Update

Renie Broderick, Human Resources Director, presented an update on the City's employee Wellness Program. Presentation and discussion highlights include:

- Onsite biometric screenings – 1,115 employees participated
- Doctor screenings – 200 employees participated
- On line health risk assessment – 1,326 employees participated (nearly 90% of workforce)
- Did not participate in the program – 156 employees; an extension has been granted for these individuals
- Employee biometric screening statistics indicate:
    - 63% of employees have three or more risk factors (high in prevalence are blood pressure, body composition, and HDL cholesterol levels)
    - 37% of employees are overweight; 40% are obese; 5% are extremely obese
    - 44% of employees have an undesirable waste circumference score
- A Committee comprised of the Six-Sided Partnership and the Wellness Task Force reviewed 12 vendor proposals for a Wellness Program. A recommendation will be brought to the City Council in July for the selection of a wellness vendor.
- Information collected is confidential; will be used to customize an employee Wellness Program to address work force health issues.
- The City is self-insured, so if the wellness numbers improve, the City's costs go down; savings can be shared with employees.
- Mayor Hallman will be running a ½ marathon on January 15, 2012. He invited his colleagues to join him. This activity promotes wellness and raises funds for local charities.

Formal Council Agenda Items

None.

Future Agenda Items

None.

Mayor's Announcements/Manager's Announcements

None.

The meeting adjourned at 6:57p.m.

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Brigitta M. Kuiper, City Clerk

Minutes
City Council Special Budget Meeting
June 16, 2011

Minutes of the Tempe City Council Special Budget Meeting held on Thursday, June 16, 2011, preceding the Formal City Council Meeting scheduled to begin at 7:30 p.m., in the City Council Chambers, Tempe City Hall, 31 E. Fifth Street, Tempe, Arizona.

COUNCIL PRESENT:

Mayor Hugh Hallman
Vice Mayor Joel Navarro
Councilmember Robin Arredondo-Savage
Councilmember Shana Ellis
Councilmember Mark W. Mitchell
Councilmember Onnie Shekerjian
Councilmember Corey D. Woods

STAFF PRESENT:

Charlie Meyer, City Manager
Jeff Kulaga, Assistant City Manager
Andrew Ching, City Attorney
Brigitta M. Kuiper, City Clerk
Various Department Heads or their representatives

Mayor Hallman called the meeting to order at 7:30 p.m.

1. Call to the Audience

   Joe Pospicil, Tempe
   - Property tax change is clear; 30% increase in the rates which is offset by a 35% decrease in home value
   - Unclear how bond elections will impact taxes
   - Citizens should read their tax bills and question the appropriate taxing authority

   Mayor Hallman explained the property tax bill and policy being proposed. The property tax bills are being frozen, plus new construction and an inflator. This Council wants a taxation policy that is transparent. When valuations go up, the rate must go down. The Council has the authority to announce that it would like to collect additional taxes, based on projects, which would be linked to bonds. Jurisdictions set their own property tax rates and levies, such as school districts.

   Lewis Hallman, Tempe
   - This is an issue of maintaining the amount of tax the City collects. This will benefit taxpayers by making tax bills consistent.

   Motion by Councilmember Woods to approve agenda item 2; second by Vice Mayor Navarro. Motion passed unanimously on a roll call vote 7-0.

2. Held the second and final public hearing and adopted **ORDINANCE NO. 2011.13**, the Fiscal Year (FY) 2011-2012 Property Tax Ordinance.

COMMENTS N/A
DOCUMENT NAME 20110616fscr01 (MISCELLANEOUS TAX 0210-06) Ordinance No. 2011.13

The meeting adjourned at 7:38 p.m.

I, Brigitta M. Kuiper, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Special City Council Budget Meeting of June 16, 2011, by the Tempe City Council, Tempe, Arizona.

_____
Hugh Hallman, Mayor

ATTEST:

_____
Brigitta M. Kuiper, City Clerk

Minutes
Enterprise Zone Commission
June 16, 2011

Minutes of the Tempe Enterprise Zone Commission held on Thursday, June 16, 2011, immediately following the 7:30 p.m. Special Budget Meeting, in the City Council Chambers, Tempe City Hall, 31 E. Fifth Street, Tempe, Arizona.

COMMISSIONERS PRESENT:

Mayor Hugh Hallman
Vice Mayor Joel Navarro
Councilmember Robin Arredondo-Savage
Councilmember Shana Ellis
Councilmember Mark W. Mitchell
Councilmember Onnie Shekerjian
Councilmember Corey D. Woods

STAFF PRESENT:

Charlie Meyer, City Manager
Jeff Kulaga, Assistant City Manager
Andrew Ching, City Attorney
Brigitta M. Kuiper, City Clerk
Various Department Heads or their representatives

Mayor Hallman called the meeting to order at 7:38 p.m.

1. Call to the Audience - None

Motion by Commissioner Navarro to approve agenda items 2 and 3; second by Commissioner Woods. Motion passed unanimously on a roll call vote 7-0.

2. Approved the minutes of December 9, 2010.

3. Reviewed the fiscal year 2010 – 2011 City of Tempe Enterprise Zone Annual Report.

COMMENTS	The Arizona Revised Statute 41-1522 requires that the City of Tempe Enterprise Zone Commission meet at least semiannually to receive an update of the effectiveness of the Enterprise Zone (EZ) program.
DOCUMENT NAME	20110616mmcd02 ENTERPRISE ZONE (0111-03-01)

The meeting adjourned at 7:39 p.m.

I, Brigitta M. Kuiper, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Enterprise Zone Commission meeting of June 16, 2011, by the Tempe City Council, Tempe, Arizona.

Hugh Hallman, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

Tempe

Minutes
Housing and Social Service Programs Council Committee
May 10, 2011

Minutes of the meeting of the Housing and Social Service Programs Council Committee held on Tuesday, May 10, 2011, at 3:00 p.m., in the 3rd Floor Conference Room, Tempe City Hall, 31 E. 5th Street, Tempe, Arizona.

Committee Member Present:
Councilmember Corey D. Woods, Chair

City Staff Present:
Brigitta Kuiper, City Clerk
Liz Chavez, Housing Services Manager
Shelley Hearn, Community Relations Administrator
Shauna Warner, Neighborhood Program Director
Kathy Berzins, Community Services Director
Amber Wakeman, Assistant to the City Council
Theresa James, Homeless Coordinator
Kris Baxter-Ging, Community Relations Coordinator
Lisa Collins, Deputy Comm. Development Dir–Planning
Naomi Farrell, Dep. Comm. Services Dir - Social Services

Guests Present:
Kate Hanley, Tempe Community Council (TCC)
Amy Schwabenlender, Valley of the Sun United Way
Jonathan Feiffer, NewTown CDC
Beth Fiorenza, Tempe Community Action Agency (TCAA)
Todd Marshall, Housing Trust Fund Advisory Bd (HTFAB)
Nick Bastian

Councilmember Woods called the meeting to order at 3:06 p.m. He asked meeting participants to introduce themselves.

Agenda Item 1 – Public Appearances
None.

Agenda Item 2 – Review of Minutes
The April 12, 2011 meeting minutes were accepted.

Agenda Item 3 – Strategic Plan for Housing and Social Services
Lisa Collins, Deputy Community Development Director – Planning, requested that this item be continued to the next Committee meeting. Staff is currently studying the budget and expenses for housing and social services. A *Housing and Social Services Strategic Plan* will be drafted shortly and forwarded to social service agencies for their review and comments. The Fiscal Year 2009-2010 budget will be published shortly. Staff will be prepared to provide a briefing on this item at the June 14, 2011 Committee meeting.

Agenda Item 4 – **Self Sufficiency Matrix Study** and **Agenda Item 5 – United Way Report of Programs**
Theresa James, Homeless Coordinator, and Amy Schwabenlender, Valley of the Sun United Way, presented the following information, followed by Committee discussion:

- Supportive Housing Program is a pilot project in Tempe; holds a 94% retention rate
- Staff is working with Virginia Piper Trust to evaluate the pilot program and prepare a cost analysis

- Goal for the valley is 1,000 units – Tempe is the program's model
- Section 8 housing process is critical to the program's success
- Supportive Housing program evaluation will demonstrate the cost benefit data of the program
- Individuals that are housed use fewer social services than homeless individuals; this lowers the cost to the community
- When tenants move into housing, the case manager completes the Arizona Self-sufficiency Matrix which is updated every six months
- Self-sufficiency matrix measures 17 domains to track the progress of tenants; includes data on health care, employment, income, accessing benefits, childcare, education, etc.
- In partnership with Urban Outreach, information is placed in the Homeless Management Information System (HMIS)
- Magellan Health Care has its own systems and databases for the mentally ill population
- United States Department of Housing and Urban Development (HUD) requires that homeless service agencies that receive HUD funding input data on their clients into the HMIS system
- The goal is to have all agencies in Maricopa County use HMIS for tracking and evaluating individuals and programs
- ASU Center for Health Information and Research (CHIR) and Arizona HealthQuery (AZHQ) will use information to track program costs.
- Will evaluate data on individuals one year period prior to them receiving housing benefits and then one year after having received housing benefits to compare and review healthcare costs.
- 35 individuals are currently participating in the program
- Virginia Piper Trust uses several self-sufficiency matrixes to demonstrate improvement and increased community involvement
- Councilmember Woods spoke of a recent Project Homeless Connect event where he met individuals directly impacted by the program
- Tempe's program is a success; program formed as a result of a forum held in April 2009 to discuss homelessness issues and to work towards assistance
- Arizona Behavioral Corporation Inc. (ABC) has received a HUD grant to assist 50 chronically homeless individuals that have a serious mental illness; ABC selects an agency to assist in the housing process. Program also identifies the 50 most frequent users of services that have a serious long term mental illness. 48 individuals have been housed in various valley locations.
- There is a new supportive housing construction project in Phoenix that will consist of 54 units
- Goal is to provide supportive housing throughout the valley to meet the 1,000 unit goal
- The Supportive Housing Institute coordinates housing units and their locations
- Housing Eligibility Assessment Referral Tool (HEART) provides data on chronically homeless individuals; includes a vulnerability assessment component and tracks resources
- Permanent supportive housing is a common method for accessing and assisting chronic homelessness
- HMIS tracks tenants as they move from one housing unit to another; purpose is to provide a continuum of care and to also provide choices to clients
- Appreciation was expressed for the hard work of Councilmembers Woods and Ellis for their dedication and assistance in making the self-sufficiency program a success

Agenda Item 6 – Future Agenda Items

- Strategic Plan for Housing and Social Services
- Council Committee Work Plan for Housing and Social Services
- Housing Trust Fund Advisory Board (HTFAB) update

Agenda Item 8 – Future Meeting Date and Time

The next meeting is scheduled for June 14, 2011 at 3:00 p.m. The Committee meetings in July and August 2011 will be cancelled; the committee meeting schedule will resume on September 13, 2011.

Agenda Item 9 – Announcements

- Housing and Social Service Programs Committee video has been viewed by many and has an impact on individuals. Future topics for a social programs video may be forwarded to Councilmember Woods.
- A new video with Mona Dixon, recipient of social services, is scheduled for production on June 2, 2011.
- Webpage for the Section 8 Housing Wait list received 4,300 hits in April 2011; nearly 1,800 applications were received
- There are two vacancies on the HTFAB.
- The Farmers Arts project, a 56-unit affordable housing project, is scheduled to open December 2011.
- Apache ASL (American Sign Language) Trails project is scheduled to open in June 2011.
- Escalante Community Garden ribbon cutting is scheduled for Saturday, May 14, 2011. Dave Talley has been hired as the garden coordinator effective July 1, 2011.

The meeting adjourned at 3:38 p.m.

Reviewed by Amber Wakeman, Assistant to City Council

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Brigitta M. Kuiper, City Clerk

Tempe

Minutes
Transportation Council Committee
May 10, 2011

Minutes of the meeting of the Transportation Council Committee held on Tuesday, May 10, 2011, 4:00 p.m., in the 3rd Floor Conference Room, Tempe City Hall, 31 E. 5th Street, Tempe, Arizona.

Committee Members Present:
Councilmember Shana Ellis, Chair

City Staff Present:
Brigitta Kuiper, City Clerk
Nancy Ryan, Senior Planner
Shelly Seyler, Traffic Engineer
Sue Taaffe, Community Outreach/Marketing Coord. II
Wendy Springborn, Engineering Services Manager
Eric Iwerson, Sr. Transportation Planner
Shelley Hearn, Community Relations Administrator
Lisa Collins, Deputy Comm. Development Dir. – Planning
Greg Jordan, Transit Manager
Shauna Warner, Neighborhood Program Dir
Oddvar Tveit, Environmental Quality Specialist

Guests Present:
Garin Groff, East Valley Tribune
P.F. Leyva

Councilmember Ellis called the meeting to order at 4:10 p.m. She asked meeting participants to introduce themselves.

Agenda Item 1 – Public Appearances
None.

Agenda Item 2 – Review of Minutes
The April 12, 2011 meeting minutes were accepted.

Agenda Item 3 – Horse Drawn Carriages
Wendy Springborn, Engineering Services Manager, reviewed a proposed ordinance relating to horse drawn carriage services within the City of Tempe, as outlined in the agenda packet. Discussion highlights include:

- There has been only been one vendor since 1999 that has operated a horse drawn carriage under a co-operative program with Arizona State University (ASU). The relationship with ASU ended in 2007; however, the business continued to operate in the downtown area.
- Staff has received interest from two vendors interested in providing this service in Tempe
- A multi-departmental work group was formed to address issues such as safety, congestion in downtown, etc.
- Other cities' policies were reviewed including the City of Scottsdale, which is currently drafting an ordinance, and the City of Glendale, which includes horse drawn carriages as a form of non-motorized transportation
- Key elements of the ordinance include: operational requirements – months of the year and hours, temperature; cleanup, safety equipment; requiring a permit to operate; route restrictions; insurance requirements; posting of rates on the carriages
- Area of operation is bounded by Ash Avenue, College Avenue, University Drive and Rio Salado Parkway
- The roadway to Gammage Auditorium is under the jurisdiction of Arizona State University
- Downtown Tempe Community, Inc., has provided input and is in agreement with the regulations
- The fee structure is not yet finalized; staff is proposing a $150 fee – one permit per operator will be required

- Carriages will not be able to operate on streets when they are closed for special events. Contractors will receive notice of special events and will not be able to hold the City liable.
- The proposed ordinance was developed by City staff; vendors have not provided input. The next step is for staff to discuss proposed regulations with vendors.
- Carriages will operate similar to a motor vehicle; bicycle lanes cannot be used. Police officers will determine appropriate use; same as for motor vehicles
- Initially staff does not propose to restrict the number of permits. However, there could be a need to place a cap on the number of vendors and carriages in the future
- There is currently not enough inquiry to trigger a Request for Proposals (RFP) process
- Will look at impacts to the street car as the project progresses
- Staff will present this ordinance proposal to Council at a future Issue Review Session (IRS) and was asked to be prepared to answer questions regarding pedicab operations as well.
- It would be helpful to include a performance component to an operators permit that would require operators to meet minimum operating criteria

P.F. Leyva provided the following comments regarding horse drawn carriages:

- Concerned with the possibility of vehicles hitting horse carriages
- Asked if there would be an increased police presence while the horse drawn carriages are operating on Mill Avenue; staff indicated that an accident with a horse drawn carriage would be treated like a motor vehicle accident – no extra police personnel will be added.
- Asked about the days of operation; staff indicated weekends and some Thursdays
- Lighting and reflectors will be required on horse drawn carriages

Councilmember Ellis stated that staff should revisit the issue of horse drawn carriages in six months to a year after approval of the ordinance to review its impacts. Staff foresees horse drawn carriages beginning operation in October 2011, depending upon the temperature.

Agenda Item 4 – Action Plan Updates for the Committee Work Plan
Councilmember Ellis requested an update from staff on each of the work plan action items as outlined in the agenda packet.

***Action Item 1*: Monitoring Light Rail project.** Greg Jordan, Transit Manager, provided an update on the action item including implementation steps and timelines, as follows:

- Complete an in-depth ridership evaluation – April 2011; Transit Performance Report
- Review and assess current Tempe performance service development plan standards – June 2011
- Create a comprehensive short and long range transit plan and present to this Council Committee for feedback – December 2011
- Present transit plan to Metro/Valley Metro and implement cost reduction strategies – June 2012.
- Cab use vs. Dial a Ride was discussed
- Mobility management plan

Mr. Jordan stated that mobility management is about offering as many transportation alternatives as possible, convenience and reducing costs of services.

***Action Item 2*: Planning, execution and integration of entire city and regional transportation systems, including Valley Metro Rail, RPTA and MAG TPC activities and make recommendations for actions by representatives to regional transportation bodies.** Greg Jordan, Transit Manager, provided an update on the action item including implementation steps and timelines, as follows:

- Establish regular MAG coordination meeting – January 2011
- Establish regular Valley Metro/Metro coordination meetings – February 2011
- Finalize recommendations for revised Transit Life Cycle Program (TLCP) cost allocation – January – March 2011
- Complete the transportation improvement program – October 2011

- Update the TLCP - January 2011 – June 2012
- Staff is reassessing personnel necessary for quarterly meetings
- The update to the TLCP at Valley Metro has been delayed until January 2012

***Action Item 3*: Planning, promoting, coordination and implementation of: multi-modal transportation elements, including modern street car, bus rapid transit, commuter rail, walking paths, bikeways, and other transportation means. Further, to work in conjunction with the Technology, Economic and Community Development Council Committee with transit-oriented land use/economic development where appropriate.** Eric Iwersen, Sr. Transportation Planner, provided an update on the action item including implementation steps and timelines, as follows:

- Complete design and award contract of Broadway Road streetscape – December 2011
- College streetscape construction completed – June 2011 (on target)
- Obtain Federal funding for the 8th Street streetscape – May 2012
- Hardy Drive streetscape beginning design phase – March 2012
- University streetscape design is complete – May 2012
- Crosscut Canal construction completed – new target date of June 30, 2011
- Rio Salado Path west design completed and contract awarded – new target date of April/May 2012
- Rio Salado Path East design completed – May 2012
- Alameda and I-10 pedestrian bridge federal funding obtained – May 2012
- Federal approval received to enter into project development for street car – land use and economic development information will be submitted for federal funding late Fall 2011. Staff will brief the Committee on this issue at the June Committee meeting.
- Complete Phase 1 of Quiet Zone and Initiate Phase II of Quiet Zone – Staff will brief the Committee on this issue at the June Committee meeting.

***Action Item 4*: Implementation of bus shelter and bus pull-out improvements.** Greg Jordan, Transit Manager, provided an update on the action item including implementation steps and timelines, as follows:

- Review and update the bus shelter and pull-out improvement plan. This item is on hold while staff prepares an asset preservation and maintenance plan. Federal funding is available for rehabilitation of transit centers, bus shelters and bus pullouts.
- Complete the transit life cycle asset management plan – June 2012

***Action Item 5*: In conjunction with Education Partnership committee, develop, promote and implement transportation programs directed to assist students in Tempe schools, including seeking regional adoption of Tempe youth transit pass in conjunction with the Regional Public Transportation Authority (RPTA).** Greg Jordan, Transit Manager, and Sue Taaffe, Community Outreach/Marketing Coordinator II, provided an update on the action item including implementation steps and timelines, as follows:

- Update and implement transportation program communication plan – April 2011 and April 2012
- Update and execute transit youth pass program IGA with Tempe Union High School District – complete
- Conduct participation and frequency of youth pass program usage analysis – September 2011
- Prepare regional youth pass program proposal and present to regional partners – June 2012

***Action Item 6*: Oversee arterial street and public works programs to reduce city-wide and regional traffic congestion and improve traffic flows and address recommendations from north-south corridor alternatives analysis.** Shelly Seyler, Traffic Engineer, provided an update on the action item including implementation steps and timelines and noted that all projects are on track, as follows:

- Project 1: Complete final Intelligent Transportation System (ITS) and Communications Strategic Plan – October 2011
- Project 2: Select contractor and issue Notice to Proceed (NTP) – July 2011; complete video and closed-circuit television (CCTV) install – January 2012
- Project 3: Select contractor and issue NTP – October 2011; complete wireless communication and CCTV install – March 2012
- Project 4: Select contractor and issue NTP – March 2011; complete connection to Arizona Department of Transportation (ADOT) fiber – May 2011

- Project 5: Select contractor and issue NTP - May 2012; complete CCTV monitoring install at light rail (LRT) intersections – October 2012
- Project 6: Select contract and issue NTP – July 2012; complete install of fiber communication – December 2012.
- The City adds conduit during all major street projects
- Staff is working on tying into ADOT fiber during street projects
- The City saves money when it uses its own fiber system

Action Item 7: Monitor the progress of the transportation and transit fund financial balancing plans and make recommendations regarding specific financial issues affecting these plans. Greg Jordan, Transit Manager, provided an update on the action item including implementation steps and timelines, as follows:

- Present FY11-12 Transit and Transportation Fund balancing plans for feedback and comments – March 2011
- Present 1st Quarterly Report – July 2011
- Present 2nd Quarterly Report – October 2011
- Present 3rd Quarterly Report – January 2012
- Present 4th Quarterly Report – April 2012

Action Item 8: Monitor activities of Sky Harbor airport and airlines, seek full compliance with the Intergovernmental Agreement on Noise Mitigation Flight Procedures, support programs for residential noise reduction as well as air quality and safety improvements, and continue support of Tempe's adopted program for monitoring aircraft over flights. Tveit Oddvar, Environmental Quality Specialist, provided an update on the action item including implementation steps and timelines, as follows:

- Publish periodic reports on compliance and noise complaints – February 2011
- Attend quarterly Phoenix Airspace Users Working Group (PAUWG) meetings – February 2011
- Work with Tempe Aviation Committee (TAVCO) by establishing bi-monthly meetings on topics of interest (inclusive of IGA challenges) – March 2011
- Concerning the status of new monitors – working on software for the replacement of infrastructure
- Required Performance Navigation (RPN) system implemented in March 2011
- Annual noise levels have decreased; route efficiencies have increased
- A listserv has been created that allows citizens to submit complaints
- Monitoring trend – noise dispersed during hours of the day; increased night time noise but decreased day time noise

Councilmember Ellis requested that the Transportation Council Committee work plan updates be presented to the Committee on a quarterly basis.

Agenda Item 6 – Future agenda items

- Quiet Zone update
- Street car update – include land use and economic development components
- Transit Performance Report – August 2011

Agenda Item 7 – Future meeting date

The next meeting is scheduled for Tuesday, June 14, 2011 at 4:00 p.m.

Agenda Item 8 - Announcements

None.

The meeting adjourned at 4:55 p.m.

Reviewed by: Amber Wakeman, Assistant to City Council

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Brigitta M. Kuiper, City Clerk

Tempe

Minutes
Technology, Economic & Community Development Council Committee
May 20, 2011

Minutes of the meeting of the Technology, Economic & Community Development Council Committee held on Friday, May 20, 2011, at 10:00 a.m., in the 3rd Floor Conference Room, Tempe City Hall, 31 E. 5th Street, Tempe, Arizona.

Committee Member Present:
Councilmember Onnie Shekerjian, Chair

City Staff Present:
Brigitta Kuiper, City Clerk
Kris Baxter-Ging, Community Outreach, Mktg Coord.
Ken Jones, Finance and Technology Director
Dave Heck, Deputy Finance & Technology Director – IT
Grace Kelly, Energy & Grants Project Manager
Larry Schmalz, Principal Planner
Amber Wakeman, Assistant to the City Council
Micah Miranda, Economic Development Specialist
John Osgood, Dep. Public Works Dir. – Field Ops
Mary Helen Giustizia, Solid Waste Services Manager
Oliver Ncube, Parks Manager
Mary Fowler, Management Assistant II

Guests Present:
Nick Bastian
Maryanne Miller, Tempe Chamber of Commerce
Crista Alvey
Nancy Hormann, Downtown Tempe Community, Inc., (DTC)

Councilmember Shekerjian called the meeting to order at 10:12 a.m. She asked participants to introduce themselves.

Agenda Item 1 – Public Appearances
None.

Agenda Item 2 – Review of Minutes
The April 15, 2011 minutes were accepted.

Agenda Items 3 – Evaluate new Technological Advancements that would improve the efficiency and effectiveness of the work performed by Information Technology (IT) and other City departments
Dave Heck, Deputy Finance & Technology Director – IT, provided an update to the list of Information Technology (IT) initiatives he presented to the Committee in February 2011. Presentation and discussion highlights include:

- Office Professional 2010, Exchange 2010 and Tax System upgrades have been completed
- IT Project Portfolio Management - 90% complete
- Utility Billing System replacement – July 2011
- Web Content Management – staff will brief the Committee in June 2011
- iPads – progressing towards paperless packet
- Councilmember Shekerjian expressed appreciation for the work completed
- IVR/IWR systems implementation in progress – will allow payment of utility bills, court fines, plan submittals and permit fees via the telephone or website

- An update of the IVR/IWR system will be presented to the Committee in October 2011.
- Use of iPads is good – efficient to go paperless

Agenda Item 4 – Community Focus Video and New Fly Around Video for Tempe
Due to technological difficulties, Kris Baxter-Ging, Community Outreach, Marketing Coordinator, stated that the video will be presented at the next Committee meeting in June 2011.

Agenda Item 5 – Update on Evaluation on Green Waste/Composting Program
John Osgood, Deputy Public Works Director - Field Operations, Mary Helen Giustizia, Solid Waste Services Manager, and Oliver Ncube, Parks Manager, provided an update on the green waste/composting pilot program, as follows:

- Photo of the transfer station prior to the green waste/composting pilot program was shown.
- Green Waste to Compost pilot program concept includes:
    - Collect green waste material from the community – residential and parks maintenance operations
    - Process the material into high quality compost
    - Return the finished product back to the community – athletic fields, parks, neighborhoods
- Program Evaluation
    - Measure and evaluate the viability of green waste program as a business operation
    - Evaluate effectiveness to triple bottom line
    - Review program elements and impact on goals
    - Program adds value to the community; parks will be greener
- Cost comparison – tipping fees to date have been reduced
- Program Elements for Evaluation: collection methodology and frequency; materials preparation; operating and maintenance costs; other program costs/reductions (water, fuel, pesticides); equipment and staffing; lifecycle analysis of compost fertilizer; potential for new revenue stream; program location
- Value of Compost: enriches soils, offers economic benefits, helps cleanup (remediate) contaminated soil, helps prevent pollution
- Challenges: increased labor and material costs, additional equipment, environmental benefit vs. challenges; land
- Next Steps: analyze bulky item and brush collection programs; further define program goals/objectives; evaluate business models (City operated program, site/location consideration, other uses for green material)
- Triple Bottom Line: environmental value; fiscal sustainability; social responsibility

Discussion highlights include:

- Compost contamination levels are closely monitored
- There is a potential new revenue stream from excess materials that can be marketed
- Landscaping firms provide a potential for future partnerships
- Residential landscaping waste should be addressed; drop off locations
- Composting exchange program should be explored
- Capital Improvement Program (CIP)/asset preservation approach
- Analysis of future cost of service to be performed
- Staff is currently researching and evaluating single-side collection/pick-up; routes need to be updated before implementing such a program
- Staff is collecting hard data in order to develop goals/objectives; goals will be refined in the future
- Staff will present updated goals/objectives and specific program measurements to the Committee in November 2011

Agenda Item 6 – Update on Recycling Efforts and Recycle Bank
Mary Helen Giustizia, Solid Waste Services Manager, and John Osgood, Dept. Public Works Dir. - Field Operations, provided an update to the City's recycling efforts and Recycle Bank, followed by discussion:

- Recycle Bank has changed their corporate structure

- Realigning approach to multifamily housing projects
- Staff is collecting and comparing data – tonnage of materials, determining contamination levels
- Staff will present a mid-year update in September 2011 that includes goals/objectives/measurements
- First year pilot program ends in March 2012
- Good to place an emphasis on multi family involvement
- Recycle Bank program is currently free of charge; Recycle Bank wants to expand the program and increase participation
- Goal is to increase tonnage
- Recycle Bank representatives would like to address the Committee on the overall program concept
- Staff will provide an update to Council at an Issue Review Session (IRS) in the Fall after briefing the Committee; IRS briefing will inform the public of program goals and objectives
- Recycle Bank pilot program is not costing the City any money

Agenda Item 7 – Discussion of potential implementation of an Alley Improvement Program
John Osgood, Dept. Public Works Dir. - Field Operations, stated that staff is searching for specific ideas to improve the City's alley program. Discussion highlights include:

- Different approaches to the program have been taken in the past; what is the goal of the program?
- What is the resident's responsibility vs. the City's responsibility
- Perhaps the annual alley clean-up should be associated with a neighborhood event such as the GAIN celebration
- Recycling of pavement could present a revenue generating opportunity; could be a region-wide effort
- Opportunities for partnerships with neighboring cities such as Chandler should be explored
- Coordination of neighborhood events is positive; use promotional opportunities to generate interest
- Have heard comments that some individuals would like to eliminate alleys; move fences back
- Infrastructure, such as wastewater and other utilities, are located in the alleys
- Some alleys have historical significance and include pedestrian traffic
- Discussion regarding alleys should be a community conversation
- Program update will be provided in the Fall 2011

Agenda Items 8 – Research the potential implementation of a Storefront Improvement Program
Micah Miranda, Economic Development Specialist, and Larry Schmalz, Principal Planner, briefed the Committee on the potential of a storefront improvement program in Tempe, as outlined in the agenda packet memo. Presentation and discussion highlights include:

- Idea for program was based on input from the Economic Development Community Forum held in June 2010
- Program includes three disciplines: code compliance, planning, economic development
- Three reasons landlords/property managers hesitate to improve their property appearance: permitting process is intimidating, time commitment, need to quantify return on investment
- Staff researched other cities for a model policy
- Fiscal impact, before and after construction, needs to be determined
- There are tangible, immediate impacts; for example, the Whole Foods storefront improvement located at Rural Road and Baseline Road
- Staff will continue to work on this program
- Perhaps there are Community Development Block Grant (CDBG) funds eligible for projects where matching funds could be utilized
- Staff will continue to research and explore other successful programs; funding/partnership options
- Staff will provide an update to the Committee in August 2011 and then brief Council at an IRS in the Fall.
- Update should include information about successful storefront improvement examples in Tempe
- Staff will work with Building Safety staff to make the permitting process as efficient and streamlined as possible
- Certain projects will have to go to the Development Review Commission for review/approval

- To the average property owner, the permitting process looks cumbersome, daunting; perhaps a *How to….* video can be produced and placed on the website.
- Staff will perform testing to determine property owners' interest in a program
- The Tempe Chamber of Commerce suggested a "planning for dummies" guide to assist business/property owners
- Improved storefronts will encourage new tenants
- International Council of Shopping Centers (ICSC) has been contacted to provide feedback on this project
- Downtown Tempe Community, Inc., has developed a program entitled *"What's Your Sign?"* to assist downtown business owners with signage regulations
- Informational brochures written in layman's terms with step-by-step instructions will be helpful

Agenda Item 9 – Strengthen Relationships between the Local Banking Community and Emerging Technology Companies

Micah Miranda, Economic Development Specialist, updated the Committee on City staff's efforts to strengthen relationships with local banks and technology companies. Discussion highlights include:

- Local banks do not typically fund technology companies
- Staff is working with the Tempe Chamber of Commerce on this issue, as well as business retention and expansion in general
- Most banks have a pool of money to fund economic development to meet regulatory obligations
- Banks are typically involved with economic development in their specific location/region; in return, banks receive a tax credit for their participation
- Staff is looking into a Community Development Entity (CDE); program requires federal certification.
- Councilmember Shekerjian suggested that she and Mr. Miranda meet to further discuss potential opportunities
- A program update will be provided to the Committee in August

Agenda Item 10 – Future Agenda Items

- Green Waste Program update (November 2011)
- Recycling Program update (September 2011)
- Alley Improvement Program update (Fall 2011)
- Storefront Improvement Program update (August 2011)
- Strengthen Relationships between the Local Banking Community and Emerging Technology Companies (August 2011)
- Additional items as listed in the Committee Work Plan
- Update to the Committee Action Plan
- Sustainability Programs Communications Plan
- Water rates/water resources portfolio - economic development tool

Agenda Item 11 – Future Meeting Date

The next meeting is scheduled for June 17, 2011 at 10:00 a.m.

Agenda Item 12 – Announcements

None.

The meeting adjourned at 11:35 a.m.

Reviewed by: Amber Wakeman

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Brigitta M. Kuiper, City Clerk

Tempe

Minutes
Housing Trust Fund Advisory Board
February 14, 2011

Minutes for Housing Trust Fund Advisory Board held on Monday, February 14, 2011, 6:00 PM, at 21 E. 6th Street, Suite 214, Orchid House Building, Tempe, Arizona.

HTF Advisory Board Members Present:
Kolby Granville
Todd Marshall
Kevin Kaesberg
Myra Jefferson
Stanley Nicpon

HTF Advisory Board Members Absent:
Shane Graser
Neil Calfee

Council Members Present:
Corey Woods

Staff Present:
Craig Hittie, Affordable Housing Supervisor

Members of the Public Present:
Jayson Matthews, TCC
Jake Hinman, Capital Consulting-Representing Arizona Multi-housing Association

The meeting was called to order at: 6:06 PM by Board Chair, Todd Marshall

Agenda Item 1- Public Comment
No public comments

Agenda Item 2- Acceptance of September 27, 2010 Meeting Minutes (Todd Marshall, Chair)

- Stanley Nicpon corrected the minutes to reflect his attendance at the September meeting.

- Kolby corrected the minutes to reflect the correct spelling of his name.
- Minutes were approved unanimously as amended.

Agenda Item 3- Briefing on new Council Committee: Housing & Social Services (Councilmember Corey Woods)

- Councilmember Woods provided a brief summary to the Board of the new Committee's emphasis and prevue.
- Mr. Woods relayed to the Board that the he values the work of the HTF Advisory Board and as such, includes updates from the Board as a standing agenda item on the new Housing and Social Services Committee.
- Mr. Woods provided the Board with updates on the City's attempts to gain additional funding for affordable housing activities through discussions with Maricopa County utilizing their Neighborhood Stabilization Program (NSP III) funding and with Chicanos Por La Causa and their NSP II funding. However, based on the foreclosure rates in Tempe, the County (at the direction of HUD) has focused their NSP III funding efforts on the West Valley. Conversations with CPLC are ongoing and City staff is forwarding foreclosed properties that appear to meet CPLC's acquisition guidelines to CPLC for possible investment.
- Mr. Woods relayed to the Board that the City has recently purchased a vacant lot on Don Carlos that had been previously approved for 19 units. The intent with the acquisition is to publish a Request for Proposals for the development of a mixed-income housing development that would include market rate for sale units alongside subsidized units. The RFP is currently being drafted by City staff and will be presented to the Housing and Social Services Committee for input and approval prior to publication.
- Lastly, Councilmember Woods discussed with the Board the recent video taping of several segments that discussed various affordable housing activities carried out by the City, as well as activities and services offered by some of the City's non profit partners. It is anticipated that the video will be released within the next few weeks.
- Mr. Nicpon asked that Councilmember Woods present the video to the HTF Advisory Board when it becomes available. Mr. Woods agreed.

Agenda Item 4- HTFAB Working Plan Draft (Group Discussion)

- Board Chair, Todd Marshall, discussed with Board that with everyone's consent, he would present the HTF Advisory Board's draft Work Plan to the new Housing and Social Services Committee (March 8th) and pending the Committee Board Chair's approval, the Work Plan would be presented to City Council at an Information Review Session.
- After some discussion, the Board members present agreed to this timeline.

Agenda Item 5-2011 HTFAB meeting dates, time and location (Group Discussion)

- Chairman Marshall recommended that the Board meet on a quarterly basis unless circumstances called for a special meeting. The Board members present agreed.
- The next HTFAB meeting scheduled for May 9, 2011 at 6 PM at Hatton Hall.
- Chairman Marshall asked Craig Hittie to review the Council and Staff calendars for the remainder of the year and email possible meeting dates for the 3rd and 4th quarters of 2011. Mr. Hittie agreed to email those dates by the end of the week.

Agenda Item 6-Future Agenda Items

- No items presented for consideration

Agenda Item 7-Adjournment

- Board Chair adjourned meeting at 6:25 PM

Prepared by: Craig Hittie
Reviewed by Todd Marshall

Minutes
LIBRARY ADVISORY BOARD
April 6, 2011

Minutes of the Library Advisory Board (LAB) recorded at 6:30 p.m. on April 6, 2011, within the Tempe Public Library's lower-level Meeting Room B, 3500 S. Rural Road, Tempe, AZ.

(MEMBERS) Present:
Kirk Deem, Chair
Paul Hubbell, Vice Chair
Patricia (Trish) DeGraaf
Dawn Thacker
Johnny Tse
Kurtis Zinger

(MEMBERS) Absent:
None

City Staff Present:
Rachael Peterson, Administrative Assistant - Library & Cultural Services Division
Adrienne Richwine, Deputy Director - Library & Cultural Services Division
Sherry Warren, Manager - Tempe Public Library

Guest(s) Present:
Lupe Camargo, President - Friends of the Tempe Public Library

Agenda Item 1 - Call to Order

- Kirk Deem, Library Advisory Board Chair, called the meeting to order at 6:30 p.m.

Agenda Item 2 - Approval of the Feb. 2, 2011, Library Advisory Board Meeting Minutes

- **MOTION:** **Kurtis Zinger moved to approve the Feb. 2, 2011, Library Advisory Board Meeting Minutes.**
  SECOND: **Paul Hubbell, Library Advisory Board Vice Chair, seconded.**
  DECISION: **Feb. 2, 2011, Library Advisory Board Meeting Minutes approved.**

Agenda Item 3 - Library Report

- Adrienne Richwine, City of Tempe Community Services Department Deputy Director - Library and Cultural Services Division, reported that the *East Valley Tribune* named the Tempe Public Library (Library) "The Best Place to Soak-Up Knowledge" in its 2011 Best of the East Valley 'People and Places' award category. Richwine further reported that in lieu of a public award presentation, Library staff members will accept official recognition from the *East Valley Tribune*.
- A. Richwine encouraged the Library Advisory Board (LAB) members to attend one of two scheduled Tempe Budget Community Forums. Richwine acknowledged the following forum times, dates and locations:
  - 6 p.m., April 12, South Tempe Police Substation (8201 S. Hardy Drive);
  - 6 p.m., April 19, City Council Chambers (31 E. Fifth Street).

  Richwine further explained that the City of Tempe is currently planning for balanced operating budgets, as well as looking ahead to ensure future financial stability. Richwine reminded the LAB members that they are invited to submit ideas and questions to the City of Tempe via an electronic comment form available at www.tempe.gov/budgetplan.
- A. Richwine reported that she attended a City of Tempe Boards and Commissions recognition reception, as well as the dedication ceremony of the Sandra Day O'Connor House on March 8 on the grounds of the Arizona Historical Museum and Sandra Day O'Connor House. Richwine stated that the reception was well-attended, and that the dedication ceremony did feature a guest appearance by the honorable Sandra Day O'Connor. Richwine further thanked the LAB members for attending the reception, as well as thanked the members for their continued service to, and support of, the LAB, the Tempe Public Library and the City of Tempe.
- A. Richwine reported that the Greater Phoenix Digital Library Consortium met to discuss an updated agreement between publisher *HarperCollins* and its e-book distributer, *OverDrive*. Richwine explained that all *HarperCollins* e-books will be licensed for checkout 26 times.
- Paul Hubbell, LAB Vice Chair, inquired if the Tempe Public Library (Library) continues to purchase paper books; A. Richwine affirmed that the Library continues to purchase paper books for its patrons.
- A. Richwine noted that State of Arizona District 17 Representatives P. Ben Arredondo, Ed Ableser and David Schapira are scheduled to hold a meeting at the Tempe Public Library (Library) at 11 a.m. on April 9. Trish DeGraaf inquired about the security that will be present within the Library and on the Library complex during the meeting. Richwine reported that G4S (Wackenhut Security) security teams will be present during the event; A. Richwine added that the security teams have direct access to the Tempe Police Department via radio.
- A. Richwine announced that the Tempe Public Library (Library) is playing host to the opening of the City of Tempe's Section 8 Housing Program Waitlist Application Process beginning April 11; A. Richwine noted that Section 8 accepts waitlist applications every three (3) years. Richwine added that the Section 8 Housing Program Waitlist Application Process is electronic; A. Richwine confirmed that the Library has granted access of its lower-level computer lab to Section 8 on April 11.
- A. Richwine encouraged the LAB members to attend a scheduled visit by author Carolyn Hart to the Connections Café Program Room at 3:30 p.m. on May 9. Richwine stated that C. Hart will discuss her novel, "Dead by Midnight."

- A. Richwine further encouraged the LAB members to attend a family program for ages 12 and older titled, "Sew…You Like to Read?" Richwine explained that the book discussion and crafting group's participants may read and bring a book appropriate to their own reading level, as well as a needlework or hand-crafting project. Richwine added that the program is scheduled to occur at 6 p.m. on the first Thursday of every month within the Tempe Public Library's lower-level Meeting Room B.
- A. Richwine announced that the Salt River Project's (SRP) Kill a Watt meter, part of its *Energy Analyzer Program*, may be checked-out by current Tempe Public Library (Library) card holders at the Library's main level Computer Commons Help Desk with an updated Tempe Public Library Card. Richwine explained that by using SRP's Kill a Watt meter, Library patrons may learn how much energy their home appliances use, as well as how to conserve energy and save money on their monthly bills.

Agenda Item 4 - Jan. and Feb., 2011

- No report. Adrienne Richwine, City of Tempe Community Services Department Deputy Director - Library and Cultural Services Division, encouraged the Library Advisory Board (LAB) members to view the Jan. and Feb., 2011, statistics reports prepared by Clay Workman, Tempe Public Library Operations Manager, included within the LAB meeting packets.
- A. Richwine acknowledged the following noticeable trends on both reports:
    - Increased use of electronic resources;
    - Increased patron cards and registrations.

Agenda Item 5 - Report: Summer Reading Programs; Youth, Teen and Adult

- Adrienne Richwine, City of Tempe Community Services Department Deputy Director - Library and Cultural Services Division, introduced Sherry Warren, Tempe Public Library Manager, and welcomed S. Warren to the meeting.
- S. Warren distributed information related to Tempe's Youth, Teen and Adult Summer Reading Programs to the Library Advisory Board (LAB) members. Warren explained that all program materials are drafts; S. Warren added that the Maricopa County Library District, including the Tempe Public Library, is currently working with a Scottsdale marketing organization to develop eye-catching and innovative marketing material to promote the Valley's various summer reading programs.
- S. Warren expressed her appreciation to the Friends of the Tempe Public Library (Friends of the Library) for its assistance with the promotion of the Library's summer reading programs.
- S. Warren acknowledged the following Tempe Adult Summer Reading Program statistics in 2010:
    - Library staff registered 200 adults for its program;
    - 1200 book review/entry forms were received for the program;
    - 150 participants won gift cards in a raffle as a result of their participation.
- S. Warren acknowledged the following Tempe Youth and Teen Summer Reading Program statistics in 2010:
    - Library staff distributed reading logs to 4368 children;
    - 3245 children completed reading logs;
    - While country-wide summer youth reading program participation decreased, Tempe Library staff noted an overall increase in program completion;

- 3416 youth and adults attended Tempe Library story times and craft programs in June and July (2010);
- 357 teens participated in Tempe's Teen Reading Program; 168 teens completed the program.

- Lupe Camargo, Friends of the Tempe Public Library President, inquired about the registration process for Tempe's summer reading programs. Sherry Warren explained that Sarah Kaufman, Tempe Youth Librarian, is heading-up the promotion and direction of Tempe's Youth and Teen Summer Reading Programs. Warren added that Tempe librarians are facilitating outreach programs within Tempe schools as a means to encourage Tempe's Summer Reading Program participation.

Agenda Item 6 - Report: Friends of the Tempe Public Library

- Lupe Camargo, Friends of the Tempe Public Library President, reported that the Executive Board to the Friends of the Tempe Public Library met recently; L. Camargo added that Tracy Hokaj, Tempe Librarian, is now serving as a liaison to the Friends of the Tempe Public Library (Friends of the Library) on behalf of the Tempe Public Library's staff members.
- L. Camargo announced that the Friends of the Library will play host to a book sale on May 21 in conjunction with the start date of Tempe's Adult Summer Reading Program.
- L. Camargo stated that the Friends of the Tempe Public Library (Friends of the Library) intends to hold a board meeting on May 21 at the Tempe Public Library (Library); L. Camargo reported that the Friends of the Library may extend an invitation to Library volunteers, staff and Library Advisory Board (LAB) members, to attend the meeting. Camargo added that the meeting may feature instruction and tastings by the coffee service vendor to the Connections Café, as well as live music.
- L. Camargo reported that one of the goals of the Friends of the Library is to demonstrate to its members that their membership has value. Camargo stated that the Friends of the Library discussed additional food and beverage tasting opportunities facilitated by the vendor to the Connections Café.
- L. Camargo reminded the LAB members that Rob Moore left his position as Friends of the Library Book Store Manager; L. Camargo acknowledged and praised R. Moore's efforts to facilitate the operation of the Friends' Book Store, as well as to establish a revenue-generating online book sales tool for the Friends of the Library.
- L. Camargo announced that in lieu of a dedicated book store manager, the Friends of the Library hired Jolene Gosling to manage its online sales; L. Camargo added that the book store within the Tempe Public Library will continue to operate under the direction of Friends of the Library volunteers.
- L. Camargo stated that J. Gosling will facilitate the online sale of books on behalf of the Friends of the Library approximately 25 to 30 hours per week. Camargo further reported that the Friends of the Library intends to purchase updated software as a means to streamline its online book sales, and to sell books utilizing multiple platforms.
- L. Camargo acknowledged that the Friends of the Library will contract with Rob Moore, former book store manager, to install the updated online sales software, and to train members of the Friends of the Library in relation to its use.
- L. Camargo noted that one of the most attractive features of the updated online sales software is its ability to evaluate the market value of book donations for resale more efficiently.

- L. Camargo stated that the Friends of the Library continues to promote its online book store; Kurtis Zinger inquired about the possibility of promoting the Friends of the Library through social networks and Twitter. Camargo confirmed that the Friends of the Library does utilize *Facebook* and *Twitter*; L. Camargo added that the Friends of the Library has approximately 200 *Twitter* followers.
- L. Camargo reported that the Friends of the Library hopes to focus more of its efforts on the Tempe Public Library's campus in 2011; L. Camargo discussed the possibility of the Friends of the Library developing partnership programs with Kiwanis, as well as with the Friends of the Tempe Center for the Arts. Camargo further stated that she will continue to serve as President of the Friends of the Tempe Public Library in 2011.

Agenda Item 7 - Board Members' Announcements

- Kirk Deem, Library Advisory Board (LAB) Chair, announced that the LAB has two vacant membership positions. Deem encouraged the LAB members to contact possible board members and encourage them to submit an application to the City of Tempe City Clerk's Office.
- Dawn Thacker reported that she will teach field rhetoric courses within the Connections Café Program Room at the Tempe Public Library in conjunction with the Osher Institute for Lifelong Learning.

Agenda Item 8 - Adjournment

- Meeting adjourned at 7:50 p.m.

The next meeting of the Library Advisory Board is scheduled to take place at 6:30 p.m. on Wed., May 4, within the Tempe Public Library's lower-level Meeting Room B, 3500 S. Rural Road, Tempe, AZ, 85282. ***Meeting Cancelled***

Prepared by: Rachael Peterson

Reviewed by: Adrienne Richwine

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Kirk Deem
Library Advisory Board Chair

Minutes
Committee for Youth, Families and Community
Marketing Sub-Committee
April 12, 2011

Minutes of the Marketing Sub-Committee for Youth, Families and Community held April 12, 2011 at the Tempe Public Library Connections Program Room, 3500 S. Rural Road, Tempe, Arizona.

MEMBERS Present:
Randy Lazar, Tempe Union High School District
Lauren Johnson, Community Bridges
Nancy Rodriguez, Tempe Municipal Court
Roni Alexander, City of Tempe Social Services
Sean Donovan, Tempe Chamber of Commerce
Kelsey Wolf, Intern
Bobbie Cassano, Tempe Coalition

MEMBERS Absent:
Celeste Plumlee, Tempe Resident
Amanda Hamm, Kyrene School District
Sheran Mattson, Mattson Resource Development
Maria Holmes, Association for Supportive Childcare
Kelley Lind, Cardon Children's Medical Center

Meeting convened at 3:05 p.m.

Agenda Item 1- Call Meeting to Order and Introductions
Bobbie Cassano called the meeting to order and welcomed attending members.

Agenda Item 2- Minutes from January 17, 2010 Meeting
The minutes from March 8, 2011 were reviewed.
MOTION: Roni Alexander motioned to approve the minutes.
SECOND: Lauren Johnson seconded the motion.
COMMITTEE CONSENSUS: Minutes were approved.

Agenda Item 3- Review possible PSA videos submitted by EVIT class

Kelsey Wolf led the discussion and viewing of the final 7 videos which may possibly be used for submittal as PSA's. We narrowed down our top 3 choices and are hopeful the EVIT students will make the changes necessary to bring the quality to one appropriate for this use.

Possible places to submit include: Harkins Theaters, Pollack Theater on Elliot, Channel 8, other TV stations, AZ Central (on-line) and East Valley Tribune (on-line) and on our Coalition website.

Agenda Item 4 – Coalition Logo Update

Kelsey Wolf reported the new logo should be back from the City's graphic designer in time for us to review at our May meeting.

Agenda Item 5- Future Agenda Items

Final videos for PSA's
New logo design

The committee's next meeting will be on **May 10, 2011 at 3:00 p.m.**

Meeting adjourned at 4:00 p.m.

Prepared by: Bobbie Cassano

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Bobbie Cassano, Coalition Coordinator

Minutes
Tardeada Advisory Board
Wednesday, April 13, 2011

Minutes of the TARDEADA ADVISORY BOARD held on Wednesday, April 13, 2011, 6:00 P.M., at the Tempe Public Library, 2nd Floor Board Room, 3500 S. Rural Rd., Tempe, Arizona.

(MEMBERS) Present:
Cindy Espinoza, Chair
Yvonne Albidrez
Joe Arredondo
Normalicia Blanco
Dora Bustoz
Manny Bustoz
Terry Gladney
Anthony Gutierrez
Jacinta Parra
Isabel Ruiz

(MEMBERS) Absent:
Jolyn Arredondo
Karen Arredondo
Narcie Espinoza
Lillie Parra-Moraga
Santos Vega

City Staff Present:
Ginny Belousek, Sr. Diversity Specialist

Agenda Item 1 – Call to Order

Meeting convened at 6:15 P.M.

Chair, Cindy Espinoza called the meeting to order and invited members of the public to address the Commission.

Agenda Item 2 – Public Appearances

None

Agenda Item 3 –Approval of Minutes

MOTION: Anthony Gutierrez moved to approve the Tardeada Board minutes of February 9, 2011
SECOND: Dora Bustoz seconded
DECISION: Passed unanimously

Agenda Item 4 – Vending Subcommittee Report
Cindy Espinoza reported on the March 30th Vending Subcommittee meeting. The committee discussed items that could be sold at the event and selected: arts and crafts such as jewelry, mosaics, leather goods, paintings, and farmer's market items such as fruits and vegetables and honey, jams and breads if they comply with the health codes. The committee will re-evaluate this list after the pilot year with the idea that future years could include items such as Mary Kay, Gold Canyon Candles, etc. It was decided that actual goods must exchange hands, and items such as insurance, real estate time shares, cell phone plans and/or phone cards will not be allowed to be sold. It was established that all vendors will be subject to the approval of the Tardeada Advisory Board.

The cost of the booth was discussed. Ginny reported that the costs to the city for a booth rental are $135 for a 10' x 10' booth and $165 for a 10' x 20' booth. The cost for an umbrella and table with skirting is $62. The board discussed the possibility of charging extra to make a profit off the vendors. It was stated that for the pilot year it might be beneficial to keep the cost to the vendors low as we build the Mercado and evaluate its success.

MOTION: Joe Arredondo moved to not incur any income from the Mercado vendors for the pilot year except to recoup the City's costs.
SECOND: Dora Bustoz
DECISION: Passed unanimously

Agenda Item 5 – 2011 Tardeada Committee Sign-ups
Ginny Belousek passed around the committee sign-up sheet.

Agenda Item 6 – Sponsorship Update
Ginny reported that the sponsorship packets are ready and will be mailed out in the coming weeks. She has received a verbal commitment from APS for the presenting sponsorship. Other sponsors that look promising are Veolia Transportation and CareMore. The Board suggested Ginny contact Azteca Bridal and Pro Ranch Market.

Agenda Item 7 – Diversity Office Update
Ginny reported that the Human Relations Commission is creating a new Teen Diversity Dialogue program. She will update the Board as the program details are finalized.

Agenda Item 8 – Announcements
None

Agenda Item 9 – Announcement of Next Meeting

The next meeting of the Tardeada Advisory Board will be Wednesday, June 8, at 6 p.m. at the Tempe Library.

Agenda Item 10 – Adjournment

MOTION: Isabel Ruiz moved to adjourn the meeting
SECOND: Joe Arredondo seconded

The meeting adjourned at 7:15 p.m.

_____
Prepared and submitted by Ginny Belousek, Sr. Diversity Specialist

Minutes
Neighborhood Advisory Commission
May 4, 2011

Minutes of the Neighborhood Advisory Commission (NAC) held on May 4, 2011, 5:50–7:05 p.m., at City Hall, 31 E. 5th Street, 3rd Floor Conference Room, Tempe, Arizona.

(MEMBERS) Present: Karen Adams, Nancy Buell, Pete DeMott, Britney Scott Kaufmann, Ira King, Angela Lopez, Robert Miller, Leonard Montenegro, John Sanborn, Scott Smas, Michael Wasko

(MEMBERS) Excused Absences: Maureen Decindis, Joochul Kim, Josephine McNamara, Lisa Roach

(MEMBERS) Unexcused Absences: Michael Pickett, Joe Pospicil, Bill Wagner

Guests Present:
None.

City Staff Present: Shauna Warner, Neighborhood Services Manager; Elizabeth Thomas, Neighborhood Services Specialist

Agenda Item 1 – Call to Order
Chair Wasko called the meeting to order at 5:50 p.m.

Agenda Item 2 – Public Comment
None.

Agenda Item 3 – Consideration of Minutes: April 6, 2011
Commissioner King moved that the April 6, 2011 minutes be approved as written. Commissioner Miller seconded the motion. The motion passed unanimously.

Agenda Item 4 – Community Garden Zoning Ordinance Amendment
Shauna provided an overview of the preliminary draft regulations applicable only to community gardens on private property. These provisions were drafted in response to the growing interest in developing community gardens and at the direction of the Technology, Economic and Community Development Council Committee. Community gardens are already permitted in any areas zoned for agriculture.

The Escalante Community Garden is different in that the city is leasing the land to Tempe Community Action Agency (TCAA), a non-profit, who is then assuming the liability and raising the funds needed to get the garden going. This garden will be evaluated by city staff for at least a year, in effect serving as a pilot learning project to allow for a process to be created in the future for community gardens on public property. There are many variables involved in community gardens

situated on city or park property that will need to be identified and addressed before a process can be established.

The following comments or areas of concern were noted:

- Regarding the buildings or structures bullet, the first bullet under the Operation Requirements section, the language was deemed not specific enough. There was concern that a shed of that size could be used for other purposes including living quarters. The question was also posed – what causes a shed item to kick up to a larger review process versus staff approval only?
- Is there any way to know if land being offered up for a community garden is viable? What if there are toxic wastes on the home or industrial site?
- Any limits to be imposed on the garden size? If sizes over an acre are offered, doesn't it then become a farm?
- Please clarify what is defined as hand operated equipment. For example you don't ride a rototiller, they can be pushed by hand or you can ride a tractor with one attached.
- Who is actually getting the special use permit and paying the fees? Is that the property owner exclusively? The documents aren't clear.
- Regarding signage, is there any way to devise an equation based on size of site or size of garden? Maximums are large for a residential area.
- Is any special consideration being given to the noise factor? Hours people can be out working on the garden (i.e. time restrictions?)
- Farmer's markets noted as causing yard sale like concerns in terms of neighborhood traffic, and parking issues. How frequently can they be held?
- What about out of state owners, who will maintain property if someone goes bankrupt or abandons the property? Abatement can take a long time should it become necessary.

The next step will be for the Community Garden Zoning Ordinance Amendment to go before the Development Review Commission at their study session on May 10. Commissioner Miller made a motion to support the draft regulations recognizing that they support the Zoning Code as a whole, Commissioner Scott Kaufman seconded the motion. The motion passed unanimously. NAC members asked to be kept updated on the issue.

Agenda Item 5 – 2011 Neighborhood Workshop and Awards Event Review

Approximately 75 attendees participated in this year's awards event. Many stayed for the workshops, all of which were very well received. Handouts were distributed with workshop survey results from those who completed them. The light rail mobile workshop and the Community Gardens session at the Tempe Urban Garden site were both much appreciated new offerings.

Kudos were provided to Chair Wasko for his day of event assistance including set up and take down activities, to Commissioner McNamara for ensuring both golden shovel residential beautification award winners indeed received golden shovels and for Commissioner Scott Kaufman whose event sponsorship efforts secured $800 worth of gift cards from Mellow Mushroom, Centerpoint on Mill and DMB Associates.

Agenda Item 6 – Selection of Annual Retreat Date and Topics

Saturday, June 11 was chosen as the Commission retreat date that worked for the majority of those present. The Tempe History Museum room was selected as the retreat location. Likely hours will be from 8:30-Noon with breakfast refreshments provided. There will be no regular meeting of the commission in June or July.

Agreed upon Retreat agenda topics will include: Neighbor of the Year application and process revisions, identification and prioritization of commission goals, Standing Committees review and

discussion and Zip Teams. Chair Wasko will work with Neighborhood Service staff to finalize the agenda and note any documents needed for the retreat.

Solid Waste Code revision and graffiti were discussed as possible retreat items but were not chosen. Instead, both will be noted as August Commission meeting agenda items. Inviting City Manager Charlie Meyer to the September meeting to provide a budget overview and update was also suggested. Commission members were reminded of the ability to watch budget hearings live or use video on demand online to watch only those portions of the budget meetings or the City Council meetings of interest to them.

Agenda Item 7 – The Center for the Future of Arizona – 5 Communities Project
Commissioner Scott Kaufman wanted to ensure Commission members were aware of this initiative and the current grant opportunities. The city is considering applying for a grant building on an existing program or process rather than trying to create a new one that there is neither staff nor resources for. Staff will keep commission members updated as there may be opportunities to enhance civic engagement.

Agenda Item 8 – Zip Teams discussion
A color coded handout was distributed grouping each commission member by zip code and providing all contact information for the purpose of identifying zip code teams. There was a master copy circulated for commission members to note information changes on. Staff will update the databases and provide updated hand-outs at the retreat.

Agenda Item 9 – Committee Reports and Committee Membership

A. **Budget/Finance Committee** – No meeting was held.

B. **Outreach Committee** – No meeting was held.

C. **Quality of Life/Neighborhood Enhancement/Codes Committee** – No meeting was held.

Staff reminded commission members of the need to provide some time when requesting a committee meeting to allow for agenda preparation, posting and advance notice for all commission members. It was agreed that no committee meetings will be held until after the retreat when all standing committees will be reviewed.

Agenda Item 10 – Adjournment
Meeting was adjourned at 7:05 p.m.

Prepared by: Elizabeth Thomas, Neighborhood Services Specialist
Reviewed by: Shauna Warner, Neighborhood Services Manager

Minutes
Public Art/Art in Private Development Committee
Subcommittee of Tempe Municipal Arts Commission
May 4, 2011

Minutes of the Public Art/Art in Private Development (AIPD) Committee meeting that took place at 5 p.m. on May 4, 2011, in the Connections Café Program Room at the Tempe Public Library, 3500 S. Rural Road, Tempe, AZ, 85282.

(MEMBERS) Present:
Hilary Harp - Chair
Shirlee King
Hotchy Kiene
Celeste Plumlee

(MEMBERS) Absent:
Susan Bendix

City Staff Present:
Maja Aurora, Arts Coordinator

Guests Present:
John Nelson
Manjula Vaz

Agenda Item 1 – Call to Order

- Hilary Harp called the meeting to order at 5:05 p.m.

Agenda Item 2 – Date Palm Manor Neighborhood Association Grant Presentation - Discussion

- Presentation and discussion tabled for a meeting date to be determined.

Agenda Item 3 – Public Art/AIPD Update

- Maja Aurora reported that two City of Tempe Public Art projects were submitted to the 2011 Public Art Network Year in Review. Aurora further explained that the two Public Art projects submitted included the Double Butte Cemetery project titled *Salt River Valley Vision* by Aaron P. Hussey, as well as the Evelyn Hallman Park project titled *Extraordinarily Common* by coLAB studios llc.
- M. Aurora reported that the Evelyn Hallman Park dedication ceremony will take place on May 21, 2011. Aurora further explained that the artwork titled *Extraordinarily Common* by coLAB studios llc will be recognized as a part of the dedication ceremony.

Agenda Item 4 - Adjournment

- Meeting adjourned at 5:46 p.m.

Prepared by: Maja Aurora

Reviewed by: Rachael Peterson

Tempe

Minutes
City of Tempe Commission on Disability Concerns
May 5, 2011

Minutes of the City of Tempe Commission on Disability Concerns held on Thursday, May 5, 2011, 6:30 pm., at the Tempe Library, 2nd Floor Board Room, Tempe, Arizona.

(MEMBERS) Present: Chair: Ed Mitchell, Chelsea Chamberlain, Nora Nunez, Richard Halverson, Sarah Kader, Martha Ashburn, Diane Moran, and Irene Mochel. **Conference Call**: Tom Ringhofer and Jolene De Tiege.

(MEMBERS) Excused Absence (notification): Frank Emery

(MEMBERS) Unexcused Absence (No Notification): Aaron Edgell.

STAFF Present: Rosa Inchausti, Diversity Manager

PUBLIC APPEARANCES: NONE

MEETING CALLED TO ORDER: 6:30 PM

Public Appearances: The Commission on Disability Concerns welcomes public comment at this time only for items listed on this agenda. There is a three-minute time limit per citizen.

1. Consideration of Meeting Minutes for April 7, 2011 Draft Commission Minutes. Motion to approve as corrected by Irene Mochel, seconded by Martha Ashburn approved unanimously.

2. Update and Status of Proposed Amendment to TCC 19-93. Rosa Inchausti reported on the status of the Amendment. There will be a meeting of the various City stakeholders, i.e. Parks and Recreation, Special Events, DTC and Assistant City Manager Jeff Kulaga to determine any additional issues that need to be resolved.

3. Commissioners' Reports on Projects and Interests:

a) Downtown Tempe Accessible Parking: Ed Mitchell reported that as a result of a Conference Call with Assistant City Manager Jeff Kulaga and Michael Williams from Development the Accessible Parking area currently located at the south side of the Brickyard will be relocated to the Tempe Community Council parking area on the north side of the property. The Accessible Parking Area and space that were removed from the east side of the Brickyard parking area will be restored. These are spaces that genuinely will make both TCC and downtown Tempe more accessible.

b) Best Practices Project Research Group: Frank Emery. Commissioner Emery was not able to attend so there was no report.

c) The Accessible Life: A Documentary: Commissioner Mitchell is removing this Project until a later date.

d) Social Media and Commission on Disability Concerns Website: Commissioners de Tiege and Chamberlain reported that the City of Tempe will not allow the Commission to have its own Twitter and Facebook sites due to potential problems with unauthorized announcements and other potential violations relative to City of Tempe guidelines. Jolene and Chelsea will work to establish protocols for use of City Facebook and Twitter accounts.

e) Section 8 Housing for Tempe Citizens with Disabilities: Commissioner Halverson has met with Tempe Housing and has submitted his application for funding.

f) Mayor's Disability Awards: Commissioner Mochel reported that there was an excellent turnout for the annual recognition of students and adults who overcome a variety of disabilities to function effectively in the City of Tempe. Commissioner Mochel challenged the Commission to help make future Awards ceremonies even better. She explained how tight the budget is and the need for funding for printing, Awards, refreshments, nominations. Various Commissioners expressed interest and will contact Irene to participate in future meetings. The Commission expressed their appreciation for the effort that Tempe Community Council's staff put into the program.

4. Approval of letter to Fry's Marketplace, Walmart and the Tempe Elementary School District for Accessible Improvements at Rural and

Southern locations. Motion by Commissioner Mochel to authorize Chairman Mitchell to send the three letters of appreciation to the School District and the two stores. Seconded by Nora Nunez and passed unanimously.

5. Nominations for June Elections for officers of the Commission:

Chairperson:	Ed Mitchell
Vice-Chairperson:	Martha Ashburn
Secretary:	Sarah Kader

The nominations were by unanimous consent of the membership with no objections by all members present.

6. Future Presentation by Tempe Departments and outside professionals.

President of Tempe Chamber of Commerce
Michelle Stokes
Kathy Berzins – Community Services Manager

7. Commissioners' Issues and Concerns for June Commission Meeeting:

College Avenue Construction
Arizona Health Care System

8. Meeting Adjourned

The next Commission on Disability Concerns is June 2, 2011 at 6:30 PM in the second floor conference room of the Tempe Library

Minutes
Tempe Historical Museum Advisory Board
May 5, 2011

Minutes of the Tempe Historical Museum Advisory Board recorded at 4 p.m. on May 5, 2011, within the Tempe History Museum Board Room, 809 E. Southern Avenue, Tempe, AZ.

(MEMBERS) Present:
Bob McKinley, Chair
Julie Syrmopoulos, Vice Chair
Anne Chandler
Betty Enz
Mark Hubble
Angela Lopez
Shirley McKean
Gerald Woodward

City Staff Present:
Dr. Amy Douglass, Administrator - Tempe History Museum
Rachael Peterson, Administrative Assistant - Library and Cultural Services

Guest(s) Present:
None

(MEMBERS) Absent:
None

Meeting convened at 4 p.m.
Bob McKinley, Tempe Historical Museum Advisory Board Chair, called the meeting to order.

Agenda Item 1: Consideration of the April 7, 2011, Meeting Minutes

- **MOTION:** **Betty Enz moved to approve the April 7, 2011, Tempe Historical Museum Advisory Board Meeting Minutes.**
  SECOND: **Shirley McKean seconded.**
  DECISION: **April 7, 2011, Tempe Historical Museum Advisory Board Meeting Minutes approved.**

Agenda Item 2: Report - Communications

- No report.

Agenda Item 3: Petroglyph Conservation Project

- Dr. Amy Douglass, Tempe History Museum Administrator, reminded the Tempe Historical Museum Advisory Board (Museum Board) members that there are over 500 Hohokam petroglyphs inscribed into Hayden Butte. Douglass explained that she worked with J. Claire Dean, an internationally-recognized rock art conservator, to survey,

monitor, treat, remove and reduce graffiti and the over-painting of petroglyphs at Hayden Butte.

- Dr. Douglass facilitated an electronic presentation depicting the restoration and conservation work of J. Claire Dean as it relates to the existing condition of the Hayden Butte Petroglyphs (Petroglyphs); Dr. Douglass further explained that grant funds from the Salt River Pima-Maricopa Indian Community have been used to off-set the total cost of the restoration and conservation of the Petroglyphs.
- Dr. Douglass acknowledged the following petroglyph images at Hayden Butte:
    - Concentric circles;
    - Wavy, meandering lines;
    - Anamorphic forms;
    - Footprints.
- Dr. Douglass affirmed that as a result of the restoration and conservation work of herself and J. Claire Dean, the Hayden Butte Petroglyphs continue to be appreciated by all who view them alongside the trail on the south side of Hayden Butte Preserve, also known as Tempe Butte or 'A' Mountain.
- Bob McKinley, Tempe Historical Museum Advisory Board Chair, thanked Dr. Douglass for her presentation.

Agenda Item 4: Report - Arizona Centennial Planning

- Dr. Amy Douglass, Tempe History Museum Administrator, reminded the Tempe Historical Museum Advisory Board (Museum Board) members that the Tempe Historic Preservation Foundation, in conjunction with a City of Tempe (City) staff member committee, intends to guide Tempe through its participation in Arizona's Centennial (Centennial) programming and events.
- Dr. Douglass reported that she recently attended a City staff member committee meeting to discuss Tempe-specific Arizona Centennial-celebrating programming and events. Douglass explained that the goal of the City committee is to promote Tempe through Arizona's Centennial Celebration.
- Dr. Douglass noted the following Tempe-specific Arizona Centennial-celebrating programming and events:
    - Tempe Fourth of July Celebration;
    - Tempe Tardeada;
    - 'Night to Preserve' Fundraiser;
    - Veterans Day Memorial Celebration;
    - 'Tales from Double Butte' Fundraiser;
    - Eisendrath House Dedication;
    - Revival of Downtown Tempe Community (DTC) Guided Tours;
    - Getting Arizona Involved in Neighborhoods (G.A.I.N.) Night;
    - Tempe Festival of the Arts (Spring Festival);
    - Tempe Channel 11 Promotional Package (Produced by the City of Tempe Community Relations Department);
    - Acknowledgement of the Carl Hayden Campus for Sustainability Amenities (Papago Park, the Sandra Day O'Connor House, the Arizona Historical Museum);
    - Papago Park Signage Plan.

- Dr. Douglass further encouraged the Museum Board members to contact her if they'd like to serve as volunteers for Tempe-based Arizona Centennial-celebrating programming and events.

Agenda Item 5A: Report - Double Butte Cemetery Event Committee

- No report.

Agenda Item 5B: Report - Public Programs

- Shirley McKean, Public Programs Representative, acknowledged that the Tempe History Museum (Museum) played host to the following program in April, 2011:
    - Third Thirstday Night Café Book-Signing and Discussion of Dean Smith's Book Titled, "Arizona Nuggets," a Collection of Nearly 100 Stories About Arizona's Colorful Past (April 21, Museum Community Room).
- S. McKean further acknowledged that the Tempe History Museum (Museum) is playing host to the following presentation in May, 2011:
    - Presentation About Youth Homelessness by Q Speak Theatre (1 p.m., May 14, Museum Community Room).
- S. McKean reported that the Public Programs Committee (Committee) has renewed its discussion in regards to the Museum playing host to a water-based film series. McKean stated that in addition to showcasing several documentaries, the Committee would like the series to include live presentations.
- S. McKean further reported that the Committee discussed programming ideas in conjunction with *The Finley Boys* Exhibit; S. McKean noted the following programming ideas proposed by the Committee members:
    - Cowboy Art Exhibitions;
    - Chicken Scratch Bands.

Agenda Item 5C: Report - Policy, Procedures and Accessions (P.P.A.) Committee

- Anne Chandler, Policy, Procedures and Accessions (P.P.A.) Committee Representative, stated that she did not receive a report from Josh Roffler, Curator of Collections at the Tempe History Museum, specific to deposits, acquisitions and loans in April, 2011.
- In lieu of an April, 2011, report, A. Chandler reminded the Tempe Historical Museum Advisory Board (Museum Board) members that the Tempe History Museum (Museum) received 17 current, provisional deposits in March, 2011. Chandler further noted that there were 16 acquisitions and two (2) loans.
- A. Chandler acknowledged the following provisional deposits:
    - Tempe Sports Items donated by Harry Mitchell;
    - Tempe Guest Book and Diplomas donated by the Arizona Historical Foundation;
    - Bible from the *Petersen House* donated by Bob Hodges;
    - Roosevelt Dam Centennial Items donated by Dr. Amy Douglass.
- A. Chandler reported the following acquisitions:
    - Records from *Montis La Casa Vieja Restaurant* donated by the Arizona Historical Foundation;
    - Tempeco Produce Cart donated by Nancy Parlova;
    - *Petersen House* Furnishings donated by Donna Welch Guelich;
    - Washing Machine and Photos donated by Judy Reiner;

- Frank Kush Whiskey Bottle donated by Jeff Pinney;
- Jan Young Book donated by Janella Fulmer;
- Jan Young Camera and Two (2) Prints donated by Frederick P. Mangogna;
- Photographs of Tempe Scenes and Jan Young donated by Dick George;
- Horseshoes from Downtown Tempe donated by Stu Siefer;
- Mill Avenue Architecture Class Project donated by Mary Gavigan;
- Hayden Flour Sack donated by Lana Huggo;
- Toys used in Tempe during the 1950s donated by Mark Miller.

- A. Chandler described the following loans:
  - (Incoming Loan No. JS032311) Canteen and Army Cup for *Surviving in the Desert* Display;
  - (Outgoing Loan No. TFD032511) Firefighting Items Installed in Tempe Fire Department's Support Center.
- A. Chandler further noted the following:
  - All paintings borrowed for the *Tom Harter: Picturing Change in Tempe* exhibit have been returned to their owners;
  - Collections Area staff and volunteers have installed a display of firefighting artifacts in the new Tempe Fire Department Support Facility;
  - Collections Area staff and volunteers continue to catalog and scan the *Jan Young Photograph Collection*.
- A. Chandler stated that she enjoys serving as a member of the Policy, Procedures and Accessions (P.P.A.) Committee (Committee); A. Chandler encouraged the Museum Board members to join the Committee and said that she appreciates being able to participate in discussions related to the assessment of incoming donations and their ability to best meet the focus of the Tempe History Museum.

Agenda Item 5D: Report - Tempe Historic Preservation Commission

- No report.

Agenda Item 5E: Report - Tempe Historical Society

- Betty Enz, Tempe Historical Society member, reminded the Tempe Historical Museum Advisory Board (Museum Board) members that she attended a City of Tempe Boards and Commissions recognition reception, as well as the dedication ceremony of the Sandra Day O'Connor House on March 8 on the grounds of the Arizona Historical Museum and Sandra Day O'Connor House. Enz stated that the reception was well-attended, and that the dedication ceremony did feature a guest appearance by the honorable Sandra Day O'Connor.
- B. Enz noted that the Tempe History Museum, in conjunction with the Tempe Historical Society, played host to *The Finley Boys* BBQ on March 4. Enz acknowledged that approximately 100 people attended the BBQ.
- B. Enz further reported that the Tempe History Museum played host to a lunch talk event sponsored by the Tempe Historical Society on March 9 within the Museum's Community Room. Enz stated that she attended and enjoyed the event, and explained that Adair Landborn discussed the cultural practices of Flamenco dance and Spanish bullfighting.

- B. Enz praised Peggy Moroney for her St. Patrick's Day storytelling efforts on March 17 at the Tempe History Museum. Enz reported that P. Moroney was able to engage audiences of all ages.
- B. Enz reported that she attended a Third Thirstday Night Café book-signing and discussion of Judy Moreillon's book titled, "Sing Down the Rain," a collection of cultural and spiritual traditions of the Tohono O'odham on March 17.
- B. Enz announced that the Tempe History Museum will play host to the Tempe Historical Society's annual luncheon at 11:30 a.m. on May 7 within the Tempe History Museum's Community Room. Enz acknowledged that the keynote speaker at the luncheon is Harry Mitchell, former United States Representative.

Agenda Item 5F: Report - Diversity Awareness Committee

- Julie Syrmopoulos, Tempe Historical Museum Advisory Board (Museum Board) Vice Chair and Diversity Awareness Committee Representative, reported the death of Edward Smith, former Chair of the Tempe History Museum's African-American Advisory Group.
- J. Syrmopoulos praised and acknowledged E. Smith for his efforts to create, Chair and generate membership of an organization (Tempe History Museum's African-American Advisory Group) that has been able to successfully chronicle the history of Blacks in Tempe from the 1950s to the present.
- J. Syrmopoulos stated that E. Smith will be missed, and said that because of E. Smith's leadership and many efforts, there is no longer a gap in Tempe's African-American history.
- Dr. Amy Douglass, Tempe History Museum Administrator, reported that the Tempe History Museum played host to a celebration of life in honor of E. Smith on April 30, 2011.

Agenda Item 5G: Report - Oral History Committee

- Bob McKinley, Tempe Historical Museum Advisory Board (Museum Board) Chair and Oral History Committee Chair, reported that the Oral History Committee met in April, 2011; B. McKinley further reported that Susan Jensen, Oral History Program Volunteer, continues to complete pending transcriptions. McKinley stated that S. Jensen has completed four (4) transcriptions.
- B. McKinley announced that Jared Smith, Curator of History at the Tempe History Museum, worked with the City of Tempe Purchasing Department to procure two (2) new Dictaphone transcription machines for the Oral History Program.
- B. McKinley acknowledged that Jacqueline Butler-Diaz, Oral History Program Volunteer, interviewed architect Jason Eslamieh in Feb., 2010; B. McKinley praised J. Butler-Diaz for her efforts and said that J. Butler-Diaz's report is a detailed log that will be processed and cataloged.
- B. McKinley reminded the Museum Board members that three (3) volunteer oral historians are currently active within the Oral History Program; B. McKinley acknowledged the following program membership:
    - Lorraine Calbow;
    - Peggy Moroney;
    - Bob McKinley.

- B. McKinley announced that Sarah Moorhead, former President of the Southwest Oral History Association, audited the Tempe History Museum's Oral History Program on April 25. McKinley reported that S. Moorhead was impressed by the structure and organization of the Museum's Oral History Program (Program), and worked with Jared Smith to strengthen the Program's existing procedures. McKinley added that S. Moorhead expressed her interest to serve as an assistant to J. Smith at an upcoming training session for new volunteer oral historians at a date to be determined.
- B. McKinley acknowledged that the Oral History Program (Program) continues to receive nominations for potential interviewees; B. McKinley stated that the Program received two nomination forms in April, 2011.

Agenda Item 6 - Board Member Announcements

- No announcements.

Agenda Item 7 - Future Agenda Items

- Dr. Amy Douglass, Tempe History Museum Administrator, suggested that the following item be placed on a future board agenda for consideration:
    - Public Programs Attendance Report.

The next meeting of the Tempe Historical Museum Advisory Board is scheduled to take place at 4 p.m. on June 2 within the Tempe History Museum Board Room, 809 E. Southern Avenue, Tempe, AZ, 85282.

Meeting adjourned at 4:55 p.m.

Prepared by: Rachael Peterson, Library and Cultural Services Division Administrative Assistant

Reviewed by: Dr. Amy Douglass, Tempe History Museum Administrator

_____
Bob McKinley, Chair
Tempe Historical Museum Advisory Board

Tempe

Minutes
Tempe Aviation Commission
May 10, 2011

Minutes of the Tempe Aviation Commission meeting held on May 10, 2011, 6:30 p.m., at the Public Works Conference Room, Garden Level, City Hall Complex, 31 E. Fifth Street, Tempe, Arizona.

(MEMBERS) Present:
Sally Clements
Richard Collins
Tara Ellman
Amy Fish
Karyn Gitlis
John Robert Johnson
Barbara Sherman (Vice Chair)
Alyson Star
David Swanson (Chair)
Kurtis Zinger

(MEMBERS) Absent:
Curtis Ritland (Excused)

City Staff Present:
Chad Heinrich, Government Relations Coordinator
Oddvar Tveit, Environmental Quality Specialist

Meeting convened at 6:38 p.m.
Dave called the meeting to order.

Agenda Item 1 – Public Appearances
There were no public appearances.

Barbara joined the meeting at 6:45 p.m.

Agenda Item 2 – Consideration of Meeting Minutes (March 9, 2011)
Kurtis moved to approve the minutes. Karyn seconded the motion, and asked that acronyms used in the minutes be explained. With added explanations the minutes were approved by a unanimous vote.

Amy joined the meeting at 6:50 p.m.

Agenda Item 3 – City's Participation at the Federal level
Chad explained about his job responsibilities, how the city interacts with elected representatives in Washington D.C. and two city councilmember involvement with the National League of Cities, (NLC). The city council is represented on the NLC Transportation Infrastructure Services Steering Committee (TISC) and the TLC Board of Directors. The NLC TISC policies coincide to some degree with the aviation commission's charge as far as it includes airport noise and the

involvement of local communities in the use of airports. In addition the NLC Energy, Environment and Natural Resources Committee policies deal with airport noise. The members asked questions about how the commission could interact with the Government Relations Coordinator and the City's NLC representatives within their charge, and how the city gets information about NLC accomplishments including the last time the NLC was addressing airport noise. The members also asked about the NLC congress in Phoenix in November 2011, and it was mentioned that the Commission perhaps could ask the Chair of the Transportation Council Committee about the possibility of having airport noise as a topic on the NLC TISC agenda when it gets drafted.

Agenda Item 4 – Updates From Staff

PHX Tower/TRACON Tour

On behalf of the members of the Commission who attended the tour on April 19, 2011, a thank you card had been sent to Phil Freed, the new air traffic manager for the PHX Tower to express the members' appreciation of his initiative to arrange the tour and answer questions about the facility.

RNAV and Tempe airspace:

Staff addressed the most recent Transportation Council Committee meeting where staff had provided a status on item 8 on the 2011-2012 action plan for the committee's work plan. One of the actions plan items is to give the aviation commission periodic updates on topics of interest. One issue that has come up after staff had received complaints about periodic increases in large air carriers traffic over a residential area south of Guadalupe and west of Kyrene roads, was how the efficiencies accomplished by the implementation of Area Navigation (RNAV) arrival routing (STARs) and Required Navigation Performance (RNP) impact the merging of routes close to and inside Tempe airspace. A presentation showing examples on how planes from the north are routed over the airport to intercept the eastbound downwind leg south of the airport was explained, and compared to the recent implantation of a "Point Merge System" for sequencing arrival operations for the Oslo Airport in Norway (OSL). The system allows predefined sequencing of RNP equipped aircraft and Continuous Decent Approaches (CDA) to single merging points, which for OSL's instrument approaches were moved out from 7 to about 12 miles to protect populated areas close to the airport. Visual approaches are prohibited. This is the first airport in the world to take advantage of area navigation arrival flow merge system to improve arrival flow efficiency and predictability, and is part of Eurocontrol's equivalent efforts to the FAA's Next Generation Air Transportation System (NextGen) to make use of new technologies to transform the air traffic control system.

Agenda Item 5 – Update form vice chair

O'Hare enquiry

Barbara distributed to the members a layout for questions to be posed to the O'Hare Noise Compatibility Commission.

Lunch meeting with Emily Tranter

An account was given of the lunch meeting with the N.O.I.S.E., Lockridge Grindal Nauen P.L.L.P federal relations representative Emily Tranter on February 25, 2011. A packet of information materials provided at the meeting by Emily and the president for the North Tempe Neighborhood Association were handed out to the members.

Agenda Item 6 – Input on October 2011 Resident Survey
A draft question suggested by Barbara was distributed and discussed. The members agreed to make a decision on a one-line question for the survey at the next meeting.

Agenda Item 7 Staff Recognition
The members discussed a written statement distributed by Dave recognizing staff for his services to the aviation commission and Tempe citizens. The members advised the chair to follow-up with the Mayor to possibly arrange for a formal recognition at an upcoming council meeting.

Agenda Item 8 – Commissioners' Business (topics for future discussion)
The members reviewed the task Gantt chart. No new topics were suggested. Staff was asked to add the review of the noise complaint on-line form to the agenda for the next meeting.

Agenda Item 9 – Schedule next TAVCO meeting
The next meeting was scheduled for June 14, 2011 at 6:30 p.m.

Agenda Item 10 – Adjournment
The meeting was adjourned at 8:21 p.m.

Prepared by: Oddvar Tveit

Reviewed by: Don Hawkes

_____
Authorized Signature
Deputy Public Works Director - Water Utilities

Minutes
TEMPE MUNICIPAL ARTS COMMISSION
May 11, 2011

Minutes of the Tempe Municipal Arts Commission (TMAC) recorded at 4 p.m. on May 11, 2011, within the Tempe Center for the Arts (TCA) 201 Lounge, 700 W. Rio Salado Parkway, Tempe, AZ, 85281.

(MEMBERS) Present:
Frank Williams, Chair
Nancy Goren
Barbara Hanigsberg
Hilary Harp
Dave Kephart
Hotchy Kiene
Celeste Plumlee
Janis Webb

(MEMBERS) Absent:
Shirlee King, Vice Chair
Susan Bendix
Thomas Burns
Nikie Crawford
Donna Goyette

City Staff Present:
Maja Aurora, Arts Coordinator - Grants; Public Art/Art in Private Development
Rachael Peterson, Administrative Assistant. - Library and Cultural Services Division
Adrienne Richwine, Deputy Director - Library and Cultural Services Division

Guests Present:
Mel Kessler, Treasurer - Friends of Tempe Center for the Arts

Agenda Item 1 - Call to Order

- Frank Williams, Tempe Municipal Arts Commission (TMAC) Chair, called the TMAC meeting to order at 4:09 p.m.

Agenda Item 2 - Approval of the April 13, 2011, Tempe Municipal Arts Commission (TMAC) Minutes Document

- Frank Williams, Tempe Municipal Arts Commission (TMAC) Chair, asked the TMAC members to review an unapproved minutes document dated April 13, 2011.
- **MOTION: Hotchy Kiene moved to approve the April 13, 2011, Tempe Municipal Arts Commission (TMAC) Minutes Document.**
  SECOND: Dave Kephart seconded.
  DECISION: April 13, 2011, TMAC Minutes Document approved.

Agenda Item 3 - Cultural Services Division Director's Report

- Adrienne Richwine, Deputy Director - Library and Cultural Services Division, reminded the Tempe Municipal Arts Commission (TMAC) members that the Tempe Center for the Arts (TCA) is playing host to a partnership program between the TCA and Santa Barbara Catering; A. Richwine explained that a food and wine tasting event titled, "All About Spring," is scheduled to occur from 5 to 8 p.m. on May 11 at the TCA, 700 W. Rio Salado Parkway, Tempe.
- A. Richwine noted that the Edna Vihel Center for the Arts, 3340 S. Rural Road, is playing host to a *Free Art Friday* event at 9 a.m. on May 20 within Vihel's Multipurpose Room space. Richwine explained that *Free Art Friday* participants may create art, learn about music and movement, enjoy a healthy snack and make new friends. Richwine further explained that *Free Art Friday* features different art projects every month that explore numerous themes; A. Richwine added that the May, 2011, theme is, "Get Movin' in May!"
- A. Richwine reported that the Tempe Center for the Arts (TCA), 700 W. Rio Salado Parkway, is playing host to the following events in May, 2011:
    - ***Paper Cup Exchange:*** An interactive adult scavenger hunt game and artist presentation/discussion from the exhibition, "20 Questions" (7 p.m., May 12, Gallery at TCA);
    - ***Tempe LIVE! Theatre:*** Performance titled, "Getting Sara Married" (8 p.m., May 13-14, 20-21, 27-28; 7 p.m., May 27; TCA Studio);
    - ***Perler Bead Pattern Workshop:*** Family Bead Workshop lead by "20 Questions" artist Denise Yaghmourian (2 p.m., May 14, Gallery at TCA);
    - ***Book-Signing:*** Alice Overstraeten, mixed-media artist and author, will sign her book titled, "My Zoo Cookbook: Youngsters Cooking and Enjoying Art" (12:30 p.m., May 15, TCArtshop);
    - ***Performance with a View:*** Sherry Finzer and her trio "Radiant Sky" with John Calvert on Guitar and Jason Wiedman on Percussion will perform a variety of World, New-Age and Latin Jazz Music by Caliendo, Lezcano, Piazzola and Gomez (9:30 a.m., May 17, TCA Lakeside);
    - ***Lakeshore Jazz Series at TCA:*** Performance by the Christian Jacob Trio, Tierney Sutton's Core Road Band for 15 Years (7:30 p.m., May 20, TCA Lakeside);
    - ***Bead Necklace Workshop:*** Bead Workshop by "20 Questions" artist Christy Puetz (2 p.m., May 21, TCA Gallery);
    - ***All About Dance:*** All About Dance is celebrating its 10th anniversary with the production, "Perfect 10" (6 p.m., May 31 and June 1, TCA Theater);
    - ***Twenty Questions:*** Twenty Arizona artists play with the childhood game, "Twenty Questions" (10 a.m. to 6 p.m., Tuesday through Friday; 11 a.m. to 6 p.m., Saturday; April 23 to Sept. 2, Gallery at TCA).
- A. Richwine announced that the Tempe History Museum is playing host to an artwork exhibition opening reception for an Arizona State University (ASU) Foundry Arts Exhibition titled, "Some Like it Hot," at 5 p.m. on May 27 within the Tempe History Museum's Community Room. Richwine added that the exhibition will be on display within the Community Room through July 1, 2011.

- A. Richwine reminded the TMAC members to visit the following website to view information related to additional cultural art events and programming: www.tempe.gov/arts/events.

Agenda Item 4 - Chairperson's Report

- No report.

Agenda Item 5A - Report: Public Art/Art in Private Development (AIPD) Committee

- No report. Hilary Harp, Public Art/Art in Private Development (AIPD) Committee Chair, announced that the Tempe Bicycle Action Group (TBAG) recently released a Call to Artists (Call) for the creation of a bicycle-oriented public artwork element within Tempe's Mitchell Park Neighborhood. Harp indicated that the submission deadline for the Call is June 6, 2011. Harp explained that TBAG is sponsoring an artwork commission of up to $15,000, and will accept submissions from artists of all skill levels and backgrounds.

Agenda Item 5B - Grants Committee

- No report. Nancy Goren, Grants Committee Chair, reminded the Tempe Municipal Arts Commission (TMAC) members that the City of Tempe Art Project Grants Review Panel is scheduled to meet at 9:30 a.m. on May 13 within the Connections Café Program Room at the Tempe Public Library, 3500 S. Rural Road, Tempe. Goren reminded the TMAC members that the 2011 City of Tempe Art Project and Organizational Development Grant Award Recommendations will be presented to the Tempe Municipal Arts Commission for approval consideration at the TMAC meeting scheduled to occur at 6 p.m. on June 8 within the Tempe Center for the Arts 201 Lounge, 700 W. Rio Salado Parkway, Tempe. Goren encouraged all TMAC members to attend the meeting, and stated that an attendance quorum is necessary in order to approve the grant award recommendations.
- Maja Aurora, City of Tempe Arts Coordinator, encouraged the TMAC members to contact her via email message (Maja_Aurora@tempe.gov) if they'd like to review the 2011 City of Tempe Art Grant (Project and Organizational Development) Application Submissions prior to the TMAC meeting scheduled to take place on June 8, 2011.

Agenda Item 5C - Communication/Advocacy Committee

- Barbara Hanigsberg, Communication/Advocacy Committee Chair, reported that she met with Mary Fowler, City of Tempe Management Assistant - Library and Cultural Services Division, Dave Kephart, Hotchy Kiene and Celeste Plumlee to discuss and develop a mission and set of goals for the Tempe Municipal Arts Commission's Communication/Advocacy Committee.
- B. Hanigsberg stated that she intends to discuss the Tempe Center for the Arts (TCA) Survey that is being prepared by Mike Crusa, City of Tempe Mayoral Assistant, with Kathy Berzins, City of Tempe Community Services Department Director.
- B. Hanigsberg added that she met with Sally Garrison, City of Tempe Arts Coordinator, and the TCA Partner Organizations, as a means to determine how the Communication/Advocacy Committee may better disseminate information to the public related to the scheduled events of TCA Partner Organizations.

- B. Hanigsberg reported that Hotchy Kiene intends to work with Mary Fowler to implement an electronic Google Map specific to the City of Tempe Public Art/Art in Private Development (AIPD) Program. Hanigsberg added that M. Fowler has an intern who may also assist with the creation of the Google Map.
- B. Hanigsberg noted that she met with TCA Box Office Representatives to discuss the dissemination of all City of Tempe Library and Cultural Services Division-related material through the TCA Box Office.
- B. Hanigsberg further noted that Celeste Plumlee will head-up a visual and performing arts outreach effort to Tempe schools and Scout groups.
- B. Hanigsberg added that the Communication/Advocacy Committee members are working with the Downtown Tempe Community (DTC) to help strengthen the connection between artists and local businesses that may be able to display visual artworks and serve as performing arts venues.

Agenda Item 6 - Commission Member's Announcements

- No announcements; Frank Williams, Tempe Municipal Arts Commission Chair, praised Celeste Plumlee for her efforts in relation to the Arizona Wind Symphony's performance of "A Night on the Town" on April 13 within the Tempe Center for the Arts Theater.

Agenda Item 7 - Public Appearances

- Mel Kessler, Treasurer - Friends of the Tempe Center for the Arts (TCA), presented a report to the Tempe Municipal Arts Commission (TMAC) members on behalf of the Friends of TCA. Kessler stated that effective June 8, Don Dotts - Friends of TCA Representative, will present an agendized, reoccurring Friends of TCA report as part of the regularly-scheduled monthly TMAC meetings.
- M. Kessler acknowledged the following information related to the Friends of TCA:
    - The Friends of TCA has increased its membership by five (5) members since the beginning of the year;
    - TCArtshop Hours of Operation are 1 to 4 p.m., Thursday through Saturday;
    - The Friends of TCA will play host to *Performance with a View* outreach concerts on May 17 and June 21 within the TCA Lakeside Room;
    - Nicole Pesce will perform a concert of Piano works committed to memory on June 24 within the TCA Theater;
    - The Sonoran Chamber Music Series will occur within the TCA Lakeside Room and Gallery on Sept. 11 (Damocles Trio) and Nov. 20, 2011 (Arianna Quartet), and Feb. 12 (Clarinet Trio), March 11 (Piano Trio) and April 12, 2012 (Cello Recital);
    - Friends of TCA Sponsorships for the TCA and its partner groups since its inception equates to approximately $150,000;
    - The Friends of TCA Board is having reoccurring discussions with TCA Management and Staff to determine how the Friends of TCA may better support the TCA, and vice versa.
- M. Kessler expressed the need for the Friends of TCA and the Tempe Municipal Arts Commission (TMAC) to partner as a means to ensure that the arts are being promoted and supported within Tempe; M. Kessler further encouraged the TMAC members to join the Friends of TCA.

Agenda Item 8 - Adjournment

- The next Tempe Municipal Arts Commission (TMAC) meeting is scheduled to take place at 6 p.m. on June 8, 2011, within the Tempe Center for the Arts (TCA) 201 Lounge, 700 W. Rio Salado Parkway, Tempe.
- **Meeting adjourned at 4:50 p.m.**

Prepared By: Rachael Peterson

Reviewed By: Adrienne Richwine

_____
Frank Williams
Chair, Tempe Municipal Arts Commission

Tempe

Minutes
Building Code Advisory Board Work Session
Wednesday, May 11, 2011

Minutes of the Building Code Advisory Board Work Session held on May 11, 2011, 1:30 p.m., in the Community Development BS Conference Room, Tempe, Arizona.

Members Present:
Dave Maza, John Chester, Rick Carr

Members Absent: None

City Staff Present: Michael Williams, Board Secretary/Community Development Deputy Director; Roger Vermillion, Plan Review Administrator

City Staff Absent: None

Guests Present: None

Meeting Called to Order at 1:30 pm

Agenda Item Ia; Approval of Minutes from April 25, 2011
Motion to approve minutes: Rick
Second: Carr John Chester
Decision: Minutes approved

Agenda Item II; Review of 2009 IEBC and IECC were discussed by members and staff. Date left blank in section 1301.2 of the IEBC will be the date of adoption. Majority approved amendments to 2009 IEBC and IECC.

Agenda Item III; Public Hearing has been scheduled for May 25, 2011, at 1:30 pm in the Council Chambers, Tempe, Arizona.

Meeting Adjourned at 2:15 pm

Prepared by; Michele Lorance

Michael J. Williams, CBO
Board Secretary

Approved by:

Dave Maza, Chair
Building Code Advisory Board of Appeals

Tempe Historic Preservation Commission [Tempe HPC]

MEETING MINUTES

Date: **THURSDAY, May 12, 2011**

Location: Hatton Hall 34 East Seventh Street

Commissioners Present: Ira Bennett
Anne Bilsbarrow
Andrea Gregory
Charlie Lee

Staff Present: Amy Douglass, Nathan Hallam, Billy Kiser, Joe Nucci, Jared Smith, Mark Vinson

Public Present: Brad Graham, Vic Linoff, Woody Wilson

Call to Order: 6:04 PM, Anne Bilsbarrow, Chair

1. **Call to Audience**
   No Comment

2. **Approval of HPC Minutes:** 04/14/2011 Tempe HPC meeting
   MOTION: *[BENNETT] TO APPROVE MINUTES OF THE 03/10/2011 TEMPE HPC MEETING AS WRITTEN. SECOND, [LEE].* ***APPROVED:*** *UNANIMOUSLY 4-0*

3. **Discuss and Consider HPC Support for Tempe (Hayden) Butte Conservation Program**
   - Amy Douglass delivers PowerPoint presentation.
   - Explains nature of petroglyphs on Hayden Butte, shows photos.
   - Mentions possibility of observation deck atop the Butte.
   - Discusses mess associated with painting the yellow "A" on the Butte.
   - Claire Dean, conservator, was in Tempe for a month to clean the Butte.
   - How to outreach? Provide more signage?

   CONSENSUS: FOR COMMISSION TO SEND A LETTER TO THE MAYOR IN SUPPORT OF THE TEMPE BUTTE CONSERVATION PROGRAM (COMMISSIONER GREGORY)

4. **Discuss and Consider HPC Support for Tempe HPF Walk-Through History**
   - HPF intends to "re-energize" and manage historic Tempe walking tour.
   - Tour will begin/end at Monti's, cost $25 and raise money for local preservation projects.
   - Rio Salado Foundation will continue doing fundraising for the Eisendrath House project.
   - The Tempe historic property plaque program has nine plaques ready for unveiling at the June 2 council meeting.
   - From now on, everything the HPF does should raise funds for preservation projects.
   - "Night to Preserve 2011" in the works for Hayden Flour Mill site, grading underway; Mill will be painted; 10/15 event planned; Monti's will cater.

   CONSENSUS: FOR COMMISSION TO SEND A LETTER TO THE MAYOR IN SUPPORT OF THE TEMPE HPF WALK THROUGH HISTORY (COMMISSIONER BILSBARROW)
   CONSENSUS: FOR COMMISSION CHAIR TO MEET WITH MAYOR IN SUPPORT OF COMPLETING THE HAYDEN FLOUR MILL + SILOS LISTING ON THE TEMPE HISTORIC PROPERTY REGISTER (COMMISSIONER BILSBARROW)

TEMPE PRESERVATION

TEMPE HISTORIC PRESERVATION COMMISSION

Ira Bennett, Alternate
Anne Bilsbarrow, Chair
Andrea Gregory
Charlie Lee
Liz Wilson, Vice-Chair
Vacancy
Vacancy
Vacancy
Vacancy

TEMPE HISTORIC PRESERVATION OFFICE

Amy Douglass
Nathan Hallam
Wm. "Billy" Kiser
Joe Nucci
Jared Smith
Mark Vinson

The City of Tempe is a Certified Local Government, in association with the United States Department of the Interior / National Park Service

Tempe Historic Preservation Office
Community Development Department
21 East 6th Street, Suite 208
P.O. Box 5002
Tempe, AZ 85280

480.350.8028
8579 FAX; 8913TDD

CITY OF TEMPE ARIZONA

5. Discuss & Consider HPC Outreach for Designating and Listing Eligible Properties

- 26 letters of support for Windes-Bell House and Lucier House were received at HPO.
- Of these 26, 6 letters sent as follow up to potentially-eligible property owners
- HPO fields criticism for his bi-fold outreach pamphlet, asks HPC to provide their own pamphlet. AB: Tri-fold needed; cut the amount of text in half. IB: Make it clear that HPO does all the nomination work. AB: HPC should provide all the text.

CONSENSUS: FOR COMMISSION MEMBERS TO PREPARE MARKETING PIECE FOR PUBLIC OUTREACH (ALL MEMBERS)

6. Discuss and Consider Commission Vacancies & Elections

- Fourth HPC vacancy places quorum in jeopardy. Potential new member, Brad Graham, in audience.
- Perhaps Harris House and McGinnis House Tempe register nominations shall be brought forward in July, when quorum is more probable
- Many applications (5) currently under consideration.

CONSENSUS: FOR HPO TO CONTACT PROPERTY OWNERS WITH ADVISE OF DESIGNATION AND LISTING SCHEDULE

7. Discuss and Consider Historic Preservation Graduate Student Intern Program

- 93% through the Internship Program funding, will expire May 29, 2011.
- Kiser: researching for Howard Pyle House National Register nomination.
- Hallam: Maple-Ash historical survey completed, drafting context statements.
- Andrea Gregory currently volunteering at HPO.
- City Architect Office intern may also assist HPO.

8. Discuss and Consider Chair / Staff Updates

- Vinson: Eisendrath House overcoming issues regarding accessibility/ADA compliance. Historic property exemption may be possible.
- Nucci: Three scholarships available for upcoming historic preservation conference in Tucson.

9. Current Events / Announcements / Future Agenda Items

- Next HPC meeting date: Thursday, June 9, 2011 at 6 p.m., Hatton Hall.

Meeting adjourned at 7:17 PM

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Anne Bilsbarrow, Chair

-minutes scheduled for HPC approval on 06/9/2011

FREQUENTLY USED ABBREVIATIONS OR ACRONYMS

CDD – City of Tempe Community Development Department: Established February 15, 2005, by City Manager Will Manley the CDD consists of six divisions; Economic Development, Housing Services, Redevelopment, Neighborhood Enhancement, Rio Salado/Town Lake, and Special Projects, as well as the Community Design Studio / City Architect. The Tempe Historic Preservation Office is an agency of the Special Projects Division.

CLG – Certified Local Government: In 1980, Congress established a framework for local preservation programs through an amendment to the National Historic Preservation Act empowering Arizona cities and counties to become Certified Local Governments (CLGs). Once certified, these entities are eligible for specialized assistance and funds for developing their own local preservation programs and entitled to comment on NR and other SHPO activities within their boundaries. The City of Tempe became a CLG in 1995.

DDA – Development & Disposition Agreement: a redevelopment contract between the City and one or more developers or redevelopers specifying terms and conditions for construction or reconstruction.

DSD – City of Tempe Development Services Department: dealing with Building Safety, Land Use, Planning and Zoning

DRC – City of Tempe Development Review Commission: volunteer board advising Mayor and Council on matters related to the built environment and administration of General Plan 2030 and the Zoning and Development Code.

HPAC – Historic Preservation Advisory Committee: Arizona State Parks is governed by the State Parks Board and receives direction and oversight from several advisory committees and groups such as the Historic Preservation Advisory Committee.

HPF – (see Tempe HPF) Tempe Historic Preservation Foundation

IEBC – International Existing Building Code: adopted by Tempe City Council by Ordinance No. 2005.89 on December 1, 2005, as part of the code body promulgated by the International Code Council, provides means for preservation of existing Tempe building inventory through reasonable and feasible code processes.

IRS – Issue Review Session: informal Mayor and Council public meeting where members of the public may come forward and talk with City Council during the “Call to the Audience” prior to regular Council meetings.

PAD – Planned Area Development: site plan overlay to define development standards for a specific project.

SHPO – State Historic Preservation Office: a division of Arizona State Parks, responsible for the identification, evaluation, and protection of Arizona's prehistoric and historic cultural resources; established by the National Historic Preservation Act of 1966.

SRP-MIC – Salt River Pima-Maricopa Indian Community: created by Executive Order on June 14, 1879 by President Rutherford B. Hayes, the Salt River Pima-Maricopa Indian Community (SRPMIC) is located in Maricopa County, aside the boundaries of Mesa, Tempe, Scottsdale, Fountain Hills and metropolitan Phoenix.

Tempe HPC – Tempe Historic Preservation Commission: Created by Ordinance 95.35, adopted November 9, 1995. Members serve three year terms with the exception of the initial appointments; charged with administering the Tempe Historic Preservation Ordinance and Plan, as well as advising Mayor / Council on all matters related to historic preservation

Tempe HPF – Tempe Historic Preservation Foundation: A private nonprofit corporation established in 2005, Mission Statement 02.02.06 “The Foundation advocates preserving Tempe’s at-risk historic properties and supporting worthy preservation projects through education, community participation, and fundraising.”

Tempe HPO – Tempe Historic Preservation Office: Responsible for the identification and conservation of Tempe’s prehistoric and historic cultural resources, the Office uses Federal, state, and city funding for the historic preservation program and assists owners of historic properties with grant applications, property maintenance, and preservation activities; provides staff support to the Tempe HPC.

THM – Tempe Historical Museum: Located at 809 E. Southern Avenue in Tempe, the Tempe Historical Museum is a center where the community comes together to celebrate Tempe's past and ponder the future. Permanent and changing exhibits, educational programs, and research projects generally focus on some aspect of Tempe's history within the context of state and national events.

TOD – Tempe Transportation Overlay District: placed to encourage appropriate land development and redevelopment consistent with and complementary to the community’s focused investment in transit, bicycle, and pedestrian infrastructure in certain geographic areas of the City; typically in association with the light rail.

ZDC – Zoning & Development Code: Adopted by Mayor and Council on January 20, 2005, effective February 22, 2005, the ZDC implements Tempe General Plan 2030 by encouraging creative development of the built environment in order to build a community that promotes the livability and uniqueness of Tempe; establishes zoning districts and development standards.

Minutes
Grants Committee
Tempe Municipal Art Commission
May 19, 2011

Minutes of the Grants Committee - Tempe Municipal Arts Commission (TMAC) - recorded at 4 p.m. on May 19 in the Tempe Public Library Connections Café Program Room, 3500 S. Rural Road, Tempe, Arizona.

(MEMBERS) Present:
Nancy Goren - Chair
Janis Webb
Shirlee King
David Kephart
Susan Bendix

(MEMBERS) Absent:
None

City Staff Present:
Maja Aurora, Arts Coordinator

Guests Present:
Mark Richardson

Agenda Item 1 – Call to Order

- Nancy Goren, Tempe Municipal Arts Commission (TMAC) Grants Committee Chair, called the meeting to order at 4:04 p.m.

Agenda Item 2 – Arizona State University Art Museum MiniGrant Application

- Maja Aurora, City of Tempe Arts Coordinator, presented the Arizona State University Art Museum MiniGrant Application to the TMAC Grants Committee.
- Nancy Goren reported that the Arizona State University Art Museum requested $500 in funding for a project titled, "Family Art Exhibition: Family Fun Day Event." Goren added that the family event will take place on June 4, 2011, at the ASU Art Museum.
- David Kephart commented that the grant application was well written and the budget was very clear.

  MOTION: Janis Webb moved to recommend the approval of the Arizona State University Art Museum MiniGrant Application as presented.

  SECOND: David Kephart seconded.

DECISION: Arizona State University Art Museum MiniGrant Application approved as presented.

Agenda Item 3 – Project and Organizational Development Grant Applications

- Nancy Goren presented the Grants Committee members with award recommendations prepared by Maja Aurora, City of Tempe Arts Coordinator, to be forwarded to the Tempe Municipal Arts Commission (TMAC) for approval. Goren stated that the recommendation values for the arts project grants are calculated using the median value of each grant established by five panel members of the 2011 – 2012 Arts Project Grant Panel Review that took place at 9:30 a.m. on May 13, 2011, in the Tempe Public Library Connections Café program Room.
- The Grants Committee members reviewed the 2011 - 2012 award recommendations to be forwarded to the commission for approval. Further discussion was held in regards to the funding of 18 arts grants; 16 arts project grants and 2 organizational development grants. One arts project grant was not recommended to receive funding based upon the panel scoring in the areas of quality, impact, budget and ability.

  MOTION: David Kephart moved to approve the funding recommendations as discussed by the Grants Committee that are to be forwarded to the Tempe Municipal Arts Commission for consideration at its regularly-scheduled meeting taking place at 6 p.m. on June 8 in the Tempe Center for the Arts.

  SECOND: Janis Webb seconded.

  DECISION: 2011 – 2012 arts grants award recommendations approved by the Grants Committee.

Agenda Item 4 - Public Appearances

- Mark Richardson from the AZ Academy of the Performing Arts presented the TMAC Grants Committee members with photo documents that highlight their student participation within the AZ Academy of the Performing Arts.
- Nancy Goren encouraged the Grants Committee members to attend the upcoming performance by the AZ Academy of the Performing Arts on June 10, 2011, located at the Tempe Center for the Arts, 700 W. Rio Salado Parkway, Tempe.

Agenda Item 4 – Adjournment

- Meeting adjourned at 5:56 p.m.

Prepared by: Maja Aurora

Reviewed by: Rachael Peterson

MINUTES OF THE DEVELOPMENT REVIEW COMMISSION MAY 24, 2011

Harry E. Mitchell Government Center
Tempe City Hall - City Council Chambers
31 E. 5th Street, Tempe, AZ 85281
6:00 PM (5:30 Study Session)

Commission Present:
Mike DiDomenico, Chair
Dennis Webb, Vice Chair
Monica Attridge
Paul Kent
Peggy Tinsley
Kolby Granville

Commission Absent:
Tom Oteri
Mario Torregrossa

City Staff Present:
Lisa Collins, Deputy Director Community Development Department
Steve Abrahamson, Planning & Zoning Coordinator
Kevin O'Melia, Senior Planner
Lisa Novia, Administrative Asst. II

Chair DiDomenico called the meeting to order at 6:10 p.m., which included the introduction of the Commission and City staff present. It had been determined at the Study Session that Item No. 2 would be heard.

1. **CONSIDERATION OF MEETING MINUTES: 5/10/11**

   On a motion by Commissioner Granville and seconded by Commissioner Tinsley, the Commission with a vote of 5-0 (Commissioner Attridge abstained) approved the minutes of the May 10, 2011 meeting.

REGULAR AGENDA

2. Request by **LAKE COUNTRY VILLAGE PHASE ONE (PL110106)** (Drew Goodman, LCV Property, Inc., property owner; Clay A. Chiappini, Butler Design Group, Inc., applicant) consisting of two proposed adjoining one-story retail buildings with combined +/- 35,700 sf. and existing buildings that remain after site demolition of combined +/-102,644 sf., all on +/- 25.45 net acres, located at 1030 East Baseline Road in the PCC-2 (PAD), Planned Commercial Center General District with a Planned Area Development Overlay. The request includes the following:

   DPR11057 – Development Plan Review including site plan, building elevations and landscape plan.

   STAFF REPORT: DRCr_LakeCountryVillagePh1_052411.pdf

This case was presented by Kevin O'Melia and represented by Dennis Newcombe of Beus Gilbert and Clay Chiappini of Butler Design Group (applicant).

Mr. O'Melia gave a brief presentation on this phase one project, which included the proposed demolition of the west end of the center, along with the former Village Inn and drycleaners and the new construction of the "major A" and "shops A" buildings. Mr. O'Melia also stated that after working with the applicant there are three conditions of approval that staff would like to modify with the Commission's approval, they are Condition Nos. 4, 15 and 20. Condition 4 would be stricken from the report, Condition 15 would indicate the applicant is to work with staff in regards to the finish of the exposed wall after demolition on the west elevation and Condition 20 contains a modification in regards to the exterior appearance of the electrical service entrance section.

Dennis Newcombe addressed the Commission and indicated that he felt that the future phases of this project would occur rather quickly and introduced Clay Chiappini to address the design aspects of this case.

Mr. Chiappini made a brief presentation indicating that phase one of this project is mainly centered on relocating existing tenants around in the center. His presentation also included the proposed screening behind the center on Minton Drive.

Chair DiDomenico indicated that concerns were raised during Study Session as to what would be seen from Minton Drive from either the apartments on the north side of Minton or driving past as this is the back of the center.

Mr. Chiappini indicated that there is a large landscape buffer on the south side of Minton and the apartment complex has an approximate 6' screening wall and there are garages also located along that north side of Minton.

Commissioner Kent questioned the applicant as to what the site would look like in regards to the areas formerly occupied by buildings that would be covered with decomposed granite.

Mr. Chiappini indicated that there would be landscaping at the entry of the site and around the temporary basin and much of the existing landscaping around the site will remain but it's not the intent of the developer to place landscaping in areas where it will be removed when those areas are developed.

Mr. Newcombe addressed the Commission in regards to the challenges at redeveloping an existing site and working with the existing tenants and timing of the various phases.

Commissioner Tinsley questioned Mr. Chiappini in regards to the possible condition of the building wall that will be exposed after the demolition of the west end of the center. This is in reference to Condition 15.

Mr. Chiappini indicated that he did not know what the condition of the wall would be when it is exposed but that they would be more than happy to work with staff on an acceptable finished and painted surface.

Commissioner Webb questioned Mr. Chiappini as to how the landscape will look in future phases and how does the applicant plan on keeping the landscaping consistent in size throughout the various phases.

Mr. Chiappini stated that if the project stays within the scope of the PAD, that 99% of what is existing will be removed due to larger buildings, parking structures, etc. and although they will try and keep the size consistent, Mr. Chiappini indicated that there will be some maturity within phases and budgets may not allow for size at installation to increase over the newer phases.

Commissioner Kent questioned the applicant as to the time frame for demolition.

Mr. Chiappini indicated that demolition is proposed to start in 12-15 days and plans are scheduled to be in plan check in 12-15 days as well.

Mr. O'Melia read into the record the modifications to the Conditions of Approval and they are shown as follows:

4. ~~In Phase One, reduce provided vehicle surface parking quantity to conform to the maximum allowed parking total for the total building area indicated in Phase One OR obtain a Use Permit to allow provided vehicle surface parking in excess of 125% of required parking quantity. To maintain the proposed total building area in Phase One and avoid the Use Permit requirement, utilize the following methods. Add cart corrals with landscape planting areas flanking the corrals. Increase the amount of disabled accessible parking adjacent to business entrances~~.

15. There is no modification to the existing buildings that remain except at the west end of the truncated building. **Consult with staff and** finish the exposed wall of the west elevation **as necessary** ~~with exterior plaster~~ and paint to match the existing beige paint of Lake Country Village.

20. Conceal roof drainage system, piping and electrical conduit within the interior of the building. Minimize visible, external features, such as roof overflows, and incorporate these and other required exterior projections (Fire Department Connection, security cameras, alarm klaxons, etc.) into the design of the elevations so these elements enhance the building architecture. Exposed conduit, piping, or related materials are not permitted. Locate the electrical service entrance section inside the building ~~or inside a secure yard (such as the alley between Major 'A' and Shops 'A') that is concealed from public view~~ **so exterior cabinet doors are flush with the exterior building wall.**

Commissioner DiDomenico called to the public for comments and seeing no one wishing to speak, closed the meeting for public input.

On a motion by Commissioner Tinsley and seconded by Commissioner Kent, the Commission with a vote of 6-0 approved this Development Plan review with the modified Conditions of Approval.

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3. ANNOUNCEMENTS

Chair DiDomenico stated that the next meeting is June 14, 2011 and one case is coming back for review, U-Haul.

Ms. Collins indicated there are currently five cases scheduled for that evening; U-Haul, Hampton Inn & Suites, Firestone, Community Garden Ordinance amendment and an extension of the temporary allowances for the sign code.

Chair DiDomenico thanked staff for work on the minutes and Commissioner Kent indicated that he would be unavailable for some of the meetings this summer. It was mentioned that two alternates had been appointed to the Commission.

Chair DiDomenico asked staff about the repaint of a U-Haul Center on McClintock Drive and the 202 and the relationship to the one being brought back on June 14th. Ms. Collins indicated that staff is aware of the situation and the Commission will be made aware of its status as soon as possible.

The hearing adjourned at 6:50 p.m.

Prepared by: Lisa Novia, Administrative Assistant II
Reviewed by: Lisa Collins, Deputy Director Community Development Department

Lisa Collins, Deputy Director Community Development Department

Tempe

Minutes
HEARING OFFICER
JUNE 7, 2011

Minutes of the regular public hearing of the Hearing Officer, of the City of Tempe, which was held at the Council Chambers, 31 East Fifth Street, Tempe, Arizona.

Present:
Vanessa MacDonald, Hearing Officer
Steve Abrahamson, Planning & Zoning Coordinator
Nick Graves, Planner

Number of Interested Citizens Present: 9

Meeting convened at 1:30 PM and was called to order by Ms. MacDonald. She noted that anyone wishing to appeal a decision made today by the Hearing Officer would need to file a written appeal to that decision within fourteen (14) days by June 21, 2011 at 3:00 PM to the Community Development Department.

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1. Ms. MacDonald noted that the Hearing Officer Minutes for May 17, 2011 had been reviewed and approved.

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2. Ms. MacDonald noted that the following case(s) had been removed from today's agenda:

   - Request by the City of Tempe – Code Compliance Section to abate public nuisance items in violation of the Tempe City Code for the **WYLOGE PROPERTY (PL110164/ABT11009/CE110814)** (Jack Scofield, Inspector; Steven & Florence Wyloge, property owners) located at 1978 East Los Arboles Drive in the R1-7, Single Family Residential.
     WITHDRAWN BY CODE COMPLIANCE

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3. Request by the City of Tempe – Code Compliance Section to abate public nuisance items in violation of the Tempe City Code for the **PAIZ PROPERTY (PL110165/ABT11010/CE110932)** (Jack Scofield, Inspector; Christopher & Emiko Paiz, property owners) located at 4919 South Country Club Way in the R1-6, Single Family Residential District.

   No one was present to represent the property owner.

Jack Scofield, Code Inspector explained that there are grass and weeds growing in the gravel areas of the front and side yards, a large amount of trash and debris in the rear yard, and the pool has green stagnant water. The property is in foreclosure proceedings. Staff is requesting an open abatement period of 180 days to prevent repeated property neglect and neighborhood decline.

Ms. MacDonald noted that this request meets the criteria for properties in disrepair.

DECISION:
Ms. MacDonald approved abatement proceedings for PL110165 /ABT11010 /CE110932 for an open period of 180 days.

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4. Request by the City of Tempe – Code Compliance Section to abate public nuisance items in violation of the Tempe City Code for the **GOMEZ PROPERTY (PL110168/ABT11012/CE110977)** (Jack Scofield, Inspector; Mary Frances Gomez, property owner) located at 5511 South Hazelton Lane in the R1-6, Single Family Residential District.

No one was present to represent the property owner.

Jack Scofield, Code Inspector explained that there are overgrown grass & weeds, debris and a deteriorated pool. The property owner has been non-responsive to rectifying these issues. Due to a history of recidivism and four months of attempts to have the site remediated by the property owner, staff is requesting an open abatement period of 180 days to prevent repeated property neglect and neighborhood decline.

Ms. MacDonald noted that this request meets the criteria for properties in disrepair.

DECISION:
Ms. MacDonald approved abatement proceedings for PL110168 /ABT11012 /CE110977 for an open period of 180 days.

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5. Request by **ALPHA GRAPHICS CENTER - VERIZON WIRELESS – PHO GILLILAND (PL110171)** (Dani Waechter/Wireless Resources Inc., applicant; D & M Development LLC, property owners) located at 815 West University Drive in the CSS, Commercial Shopping & Services District for:

ZUP11038 Use permit to allow a sixty foot (60') high monopole (monopalm).

Ms. Dani Waechter was present to represent this case.

Nick Graves, staff planner, gave an overview of this case. He noted that the proposed monopalm will be located at the southwestern corner of the site, just north of the refuge enclosure. The adjacent property to the west (Fiesta Plaza) has a T-Mobile 55 ft. monopalm. Staff feels that the two monopalms less than 250 ft. apart will create a cluster appearance. One (1) e-mail of support and one (1) phone call of inquiry have been received on this request.

Ms. Waechter acknowledged her understanding of the Conditions of Approval.

Ms. MacDonald stated that this request meets the criteria for a use permit.

DECISION:
Ms. MacDonald approved PL110171 / ZUP11038 subject to the following conditions:

1. Obtain all necessary clearances from the Building Safety Division.
2. The use permit is valid for the plans as approved by the Hearing Officer.
3. The monopalm shall be no greater than 60'-0" in height (to the top of the monopalm fronds).
4. ~~The proposed monopalm shall match the existing T-Mobile monopalm located to the west of this proposal at 855 West University Drive~~. **DELETED BY STAFF**
5. Any intensification or expansion of use, including co-location of additional antennas, will require a new use permit.
6. The wireless device shall be removed within 30 days of discontinuance of use.
7. The proposed equipment cabinet shall be constructed of a similar material and color to match the existing refuse enclosure for the property.
8. A weather resistant emergency contact informational sign shall be posted on the site and shall be visible to the public.
9. The 12'-0" T.S. rolling gate shall require 5 f.c. (foot candles) at the gate and 2 f.c. (foot candles) within a 15 foot radius.
10. A minimum of two (2) twenty foot (20') Phoenix Date Palm trees shall be planted on site to complement the proposed mono-palm; details to be resolved through the Building Permit Plan Review process.
11. A Development Plan Review (DPR) is required for modifications to the site regarding the parking lot layout and landscape plan.

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6. Review of compliance with Condition of Approval No. 18, assigned by the Hearing Officer at the November 3, 2010 HO, which reads 'The applicant is to return to the Hearing Officer on May 3, 2011 for review of compliance with these conditions' for the following:

Request by **RIO SALADO CENTER - TEEN DANCE CLUB (PL100060)** (Thomas George, applicant; Rio Salado Center LLC, property owner) located at 1290 North Scottsdale Road, Suite Nos. 120 – 122 in the PCC-1, Planned Commercial Center Neighborhood District for:

ZUP10020 Use permit to allow a teen dance hall with live indoor entertainment (live bands, DJ).

Mr. Thomas George was present to represent this case.

Nick Graves, staff planner, gave an overview of this case. There have been noise complaint reports for this area.

Mr. George indicated that he had contacted the Police Department regarding the noise complaint report(s), and had received copy of their calls for service report. None of the officers filed a police report on the complaints. On the date of the May 21st a noise complaint was filed when he was not even opened for business and was in the process of being remodeled. Ms. MacDonald asked when the club was opened; Mr. George responded that it opened in February 2011. Business is generated by Facebook and fliers are distributed by kids at their schools indicating when the club will be open.

Ms. Toni Sykora spoke in opposition, stating that noise has reached a saturation point. She does not want sound disturbance to be increased with new venues adding to the problem. The bass sound carries and it is difficult to determine the point of origin. Noise travels from parties in the neighborhood and other businesses. There is drinking and drug use prior to young people attending the events at the club. Intermittent going and coming of vehicles, drunken profanity and loud music/noises are generated by the young people. There is no point in calling the police because the individuals stop before they arrive. These issues affect the enjoyment of her home and she indicated that the community needs to offer greater protection of our young people.

Mr. Lane Carraway noted that loitering is an issue of concern. He noted that he had called in a noise complaint on Saturday not in relation to the Teen Venue but in relation to the loud noise/ bass music being generated from Hookamania, Mr. George's restaurant. Vehicles are coming and going without any control and add to the noise.

Tempe's Code Enforcement is not open on the weekends and is not a source of available contact during that period. It is not fair to the citizens to allow this business when a petition had been signed by residents that they do not want this business in this area.

Mr. Paul Dunham spoke indicating that other clubs have been closed due to the noise issues generated by bass sounds. It is not the music, but the bass, and the request is to have the bass turned down. The police officer assigned to the area does not want to file a complaint report, regardless of the noise situation. The neighborhood should not have to put up with this type of issue. Mr. George should respect the neighborhood complaints, as he has control over the music, and he should turn down the bass.

Ms. Darlene Justus spoke, explaining that the concern was that there would be up to 600 students in one place. There have been no big functions as yet and the opening has been a 'soft' event. She knew that this has been a waiting period for this business to be reviewed. The bass noise needs to be turned down. She asked that the applicant be asked to return in 6 months for another review, as she feels that this business will intensify over the coming months.

Ms. MacDonald noted that a police report showed a complaint time of 11:30 PM; she asked if Mr. George was adhering to the 11:30 PM assigned closing time. Mr. George stated that it was possible it referred to his restaurant that had a later closer time. He understands the concerns about the bass sound, but there are other noises generated by cars and vehicle traffic in the area. He would expect complaints from the apartment dwellers, which he has not had, rather than the residents living behind the apartment complex. There are different officers that investigate the noise complaints. There is a Sports Bar on Scottsdale Road that could also be a source of noise. He feels that his business is being monitored to the point of harassment by the neighborhood.

Ms. MacDonald stressed that this application is just the review of a use permit that has already been granted. She also stressed that this type of business may generate more review than others due to the nature of business. The purpose of the 6 month review is to evaluate the level of adherence to the Conditions of Approval.

Mr. George explained that the bass has been turned down, and that the police have noise meters to evaluate the level of sound. He is not trying to dismiss the concerns of the neighborhood, he stated, but if he is operating properly and doesn't have police problems or kids on the street, etc. he is in compliance with the Conditions of Approval. If the noise/music was a justifiable compliant there would have been a police report, he noted. It may not be his business that is causing the concern, maybe it is another source/location such as the Sports Club. He doesn't leave the doors open.

These cases are difficult, Ms. MacDonald noted, due to the property rights and concerns of the surrounding neighborhoods, as well as giving the business owner an opportunity to have a successful business. Since Mr. George has only been open for 3 months, there has not been enough time to establish a track record. She feels that returning in 6 months will give a better overall perspective. Mr. George is entitled to run this type of business, and the additional 6 month review period will be beneficial in determining if there is a verifiable record of complaints.

DECISION:
Ms. MacDonald reapproved PL100060 / ZUP10020 subject to the following modified conditions:

1. All permits and clearances required by the Building Safety Division shall be obtained prior to the use permit becoming effective.
2. The use permit is valid for Teen Dance Club and may be transferable to successors in interest through an administrative review with the Community Development Manager, or designee.
3. Any intensification or expansion of this use shall require the applicant to return to the appropriate decision-making body for a new use permit.
4. Music/sound/noise generated from the use shall conform to the City of Tempe code requirements for noise control.
5. The live entertainment shall take place inside only. No live entertainment will be allowed outside.

6. If there are any complaints arising from the use permit that are verified by a consensus of the complaining party and the City Attorney's office, the use permit will be reviewed by city staff to determine the need for a public hearing to re-evaluate the appropriateness of the use permit.
7. ~~All required permits and clearances shall be obtained from the Audit and Licensing Division of the City of Tempe prior to the use permit becoming effective. Applicant must obtain a Teen Dance Hall license per City Code, Chapter 16A-140, prior to this use permit becoming effective.~~ **ACTIVITY COMPLETE**
8. All nonconforming building lighting shall be removed and replaced with compliant light fixtures. Details can be resolved during Building Safety Plan Review.
9. The use permit is valid for the plans as submitted within this application.
10. The applicant shall work with the Tempe Police Department to implement a Security Plan for the business. Please contact William Gallauer at 480-350-8749. This security plan shall specifically address issues of parking lot monitoring and staffing, lighting improvements that might be necessary, identification training for employees, review of the parking lot escort plan and screening control at the door of the participants.
11. All business signs shall receive a Sign Permit. Please contact Planning staff at (480) 350-8372.
12. Replace all missing trees along the north landscape area and in the north landscape islands; along with any other missing landscape material.
13. ~~All rear exit doors require a lexan vision panel. Details to be approved through Building Safety Plan Review.~~ **ACTIVITY COMPLETE**
14. ~~Provide ten inch (10") vinyl suite/address numbers on proper suites.~~ **ACTIVITY COMPLETE**
15. ~~Replace bicycle parking racks per City of Tempe Public Works Department bicycle rack detail T-578 standard.~~ **ACTIVITY COMPLETE**
16. Hours of operation to end no later than 11:30 p.m. on a daily basis.
17. Applicant is responsible for trash pickup in the parking lot adjacent to the club.
18. The applicant is to return to the Hearing Officer on ~~May 3, 2011~~ **December 7, 2011** for review of compliance with these conditions. **MODIFIED BY HEARING OFFICER**
19. All conditions shall be completed prior to the use permit becoming effective.

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7. Request by **APACHE OAK SHOPPING CENTER – EDDIE'S SMOKE (PL110178)** (Ashley Thompson & Eddie Shamsa, applicants; Apache Oak Shopping Center LLC) located at 1501 East Apache Boulevard, Suite No. 101 in the CSS, Commercial Shopping and Services District for:

ZUP11040 Use permit to allow a retail smoke shop offering tobacco and tobacco paraphernalia products.

Mr. Eddie Shamsa was present to represent this case.

Nick Graves, staff planner, gave an overview of this case. One (1) phone call of inquiry has been received regarding the type(s) of products to be sold.

Mr. Shamsa acknowledged his understanding of the Conditions of Approval.

Ms. MacDonald asked the applicant if he intended to have a hookah lounge at this location; Mr. Shamsa stated he did not. Ms. MacDonald explained that an additional use permit would need to be obtained, if smoking was to be included in the scope of activities, since it would be an expansion of the current use. She also explained that there would be additional ventilation requirements for the space should indoor smoking be added. Mr. Shamsa indicated that he understood both of these additional requirements.

Ms. MacDonald stated that this request meets the criteria for a use permit.

DECISION:
Ms. MacDonald approved PL110178 / ZUP11040 subject to the following conditions:
1. The use permit is valid for Eddie's Smoke and may be transferable to successors in interest through an administrative review with the Community Development Manager, or designee.

2. The use shall not violate the City of Tempe Smoking Ordinance or Smoke Free Arizona Act A.R.S. §36-601.01.
3. If there are any complaints arising from the use permit that are verified by a consensus of the complaining party and the City Attorney's office, the use permit will be reviewed by city staff to determine the need for a public hearing to re-evaluate the appropriateness of the use permit.
4. All permits and clearances required by the Building Safety Division shall be obtained prior to the use permit becoming effective. Should smoking be permitted on the premises, the owner/management is responsible to adhere to the 2003 International Mechanical Code.
5. Any intensification or expansion of the use shall require the applicant to return to the Hearing Officer for further review.
6. All nonconforming building lighting shall be removed and replaced with compliant light fixtures. Details can be resolved during Building Safety Plan Review.
7. All rear exit doors require a lexan vision panel. Details to be approved through Building Safety Plan Review.
8. All business signs shall receive a Sign Permit. Please contact Planning staff at (480) 350-8372.
9. The applicant shall contact the City of Tempe Crime Prevention Unit for a Security Plan. Contact Crime Prevention at (480) 350-8311 within 30 days of this approval by July 7, 2011.
10. Site shall be brought into compliance to reflect approved landscape plan.

The next Hearing Officer public hearing will be held on **Tuesday, June 21, 2011.**

There being no further business the public hearing adjourned at 2:31 PM.

Prepared by: Diane McGuire, Administrative Assistant II
Reviewed by:

_____
Steve Abrahamson, Planning & Zoning Coordinator
for Vanessa MacDonald, Hearing Officer

SA:dm

Tempe

Minutes
Special Events Task Force Meeting
June 14, 2011

Minutes of the Special Events Task Force Meeting held on June 14, 2011
200 E. 5th Street, Tempe Transportation Center, Tempe, AZ 85281

Meeting convened at 1:02 p.m.
Linda Cano, Supervisor, called the meeting to order and gave opening remarks regarding process and procedure. She made a call to the audience asking if anyone not on the agenda wanted to address the committee. There was no response.

Guests Present: Susan Brow (Kiwanis July 4th), Jay Johari (Vintage July 4th), Alan Gillis (TEAM Security)

City Staff Present: Bill Gallauer (Liquor Enforcement), John Ferrin (PD), Jim Peterson (Police), Derek Pittam (Police), Deems Shepard (Fire), Jim Schmitt (Fire), Janet Henryson (vendor Sales Tax and Licensing), Martin Sparr (Parks), Jeff Tamulevich (Development Services), Tanya Chavez (Neighborhood Services), Karl Stephens (ADA), Jonni Wolfe (Recreation), Chad Holmes (Recreation), Linda Cano (Recreation), Jodie Garth (Recreation).

I. <u>Events for Initial Review</u>

A. CBS 5 2011 July 4th Tempe Town Lake Festival, Monday, July 4, 2011 (Tempe Beach Park)
   a. Motion to Approve pending receipt of the final site map: Chad Holmes
   b. Second: Jonni Wolfe
   c. Motion Carried

B. Vintage July 4th, Monday, July 4, 2011 (414 S. Mill Ave.-Vintage Bar & Grill)
   a. Motion to Approve: Jonni Wolfe moved to approve the extension as presented only on the upper level of Vintage. 1st floor extension is not approved
   b. Second: Karl Stephens
   c. Motion Carried

C. Roadrunner Sports Third Thursday, Thursday, June 16, July 21, August 18, 2011 (43 S. McClintock)
   a. Motion to Approve with the stipulation that all insurance requirements are met: Janet Henryson
   b. Second: Jonni Wolfe
   c. Motion Carried

II. Events Associated with a Special Event Liquor License

A. Kiwanis Club of Tempe for July 4th Tempe Town Lake Festival, Monday, July 4, 2011 (Tempe Beach Park)
   a. Motion to Approve pending receipt of the final site map: Chad Holmes
   b. Second: Jonni Wolfe
   c. Motion Carried
B. Ethiopia Project for Third Thursday, Thursday, June 16, 2011 (43 S. McClintock-Roadrunner Sports)
   a. Motion to Approve: Janet Henryson
   b. Second: Jonni Wolfe
   c. Motion Carried
C. Ethiopia Project for Third Thursday, Thursday, July 21, 2011 (43 S. McClintock-Roadrunner Sports)
   a. Motion to Approve: Janet Henryson
   b. Second: Jonni Wolfe
   c. Motion Carried
D. Ethiopia Project for Third Thursday, Thursday, August 18, 2011 (43 S. McClintock-Roadrunner Sports)
   a. Motion to Approve: Janet Henryson
   b. Second: Jonni Wolfe
   c. Motion Carried

III. Events Associated with an Extension of Premise

A. Vintage Bar & Grill for July 4th, Monday, July 4, 2011 (414 S. Mill Ave.-Vintage Bar & Grill)
   a. Motion to Approve: Jonni Wolfe moved to approve the extension as presented only on the upper level of Vintage. 1st floor extension is not approved.
   b. Second: Karl Stephens
   c. Motion Carried

IV. Events for Post Review-Other

A. Golf Fest Phoenix at Karsten Golf Course, May 20 & 21: No problems reported.
B. Great Strides Walk at TBP on May 22: No problems reported.
C. St. Mary's Grad Night at Kiwanis Rec. Ctr. on May 25: The question was brought forward regarding volunteer responsibilities at a grad night event such as this. The

police department offered to document what responsibilities volunteers hold and how to follow through on those responsibilities. No problems reported.

D. Corona's Grad Night at Kiwanis Rec. Ctr. on May 26: No problems reported.
E. McClintock's Grad Night at North Tempe Multi-Gen Ctr. on May 26: No problems reported.

Meeting adjourned at 1:44 p.m.

The Committee's next meeting is June 28, 2011 at 1:00pm., at the Tempe Transportation Center, 200 E. 5th St.

Prepared by: Jodie Garth
Reviewed by: Linda Cano, City of Tempe Administrator

Staff Summary Report

City Council Meeting Date: 7/7/2011 **Agenda Item Number: 5A1**

SUBJECT: Request approval of a board and commission appointment.

DOCUMENT NAME: 20110707ccbk01 0102-01-00 BDS, COMMISSIONS, COMMITTEES ADM

COMMENTS: N/A

PREPARED BY: Kay Savard, Deputy City Clerk (480) 350-8947

DEPARTMENT REVIEW BY: Brigitta M. Kuiper, City Clerk (480) 350-8007

FISCAL NOTE: There is no fiscal impact to City funds.

RECOMMENDATION: Approve the board and commission appointment.

ADDITIONAL INFO: **Parks, Recreation & Golf Advisory Board**

Alex Arredondo (PT1) — Appoint to a term expiring 12/31/11 (Replace Christopher Dahm)

(PT1) – Partial first term; eligible for reappointment

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5A2

SUBJECT: Request approval of the annual sole source software maintenance and support expenditure with TSC America, dba TATA American International for the City's business/privilege tax software system for the Finance and Technology Department.

DOCUMENT NAME: 20110707fsts05 PURCHASES (1004-01)

COMMENTS: Total annual expenditure shall not exceed $113,000.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Jerry Hart, CPA, Deputy Finance and Technology Director - Finance - 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Dave Heck, Deputy Finance and Technology Director - Information Technology, 480-350-8777
Cecilia Velasco-Robles, Budget Manager, 480-350-8881
Bruce Smith, License & Collections Supervisor, 480-350-8509

LEGAL REVIEW BY: Jenae Naumann, Assistant City Attorney, 480-350-8402

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director, 480-350-8504

FISCAL NOTE: Sufficient funds have been appropriated in cost center 1991 (General Fund) for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the expenditure.

ADDITIONAL INFO: TATA American International is the only company that can provide software updates and technology support for the business/privilege tax software system.

The City has utilized TATA American International services for software support for the past nine (9) years. The cost for this service has been evaluated and is considered fair and reasonable. This year's price represents a 3.66 percent increase from the previous year's pricing. Software maintenance renewals typically include a 3 to 10 percent price increase on average.

Staff recommends the approval of the expenditure.

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5A3

SUBJECT: Hold a public hearing to recommend the approval of a Series 12 restaurant liquor license for Taco Titan I LLC, dba Fuzzy's Taco Shop, 414 South Mill Avenue, #115.

DOCUMENT NAME: 20110707fsap01 200152– LIQ LIC (0210-02)

COMMENTS: Randy D Nations is the Agent for this application.

PREPARED BY: Ana Perez, Financial Services Technician II (350-8651)

REVIEWED BY: Bruce L. Smith, License & Collection Supervisor (350-8509)

LEGAL REVIEW BY: David Park, Assistant City Attorney (350-8907)

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director (350-8504)

FISCAL NOTE: N/A

RECOMMENDATION: Recommend approval of this application because the applicant and location have met all city and county liquor licensing criteria.

ADDITIONAL INFO: Previous businesses at this location were issued Series 12 restaurant liquor licenses. Tempe city code requires that the Tempe Police Department conduct a background investigation on all liquor license applicants. Additionally, the city code requires that business locations be inspected by Fire Prevention, Building Safety and the County Health Department to ensure the establishment meets minimum city and county code licensing criteria. The Community Development Department has determined that a use permit is not required at this time. The premises has been posted for a 20-day period, per Arizona Revised Statute. No public opposition has been received regarding this liquor license application.

State statute requires municipalities to make one of three recommendations to the Arizona Department of Liquor Licenses and Control (AZ DOL):
1. Approval
2. Denial (this results in a public hearing set by the AZ DOL)
3. No recommendation (this may result in a public hearing set by the AZ DOL)

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5A4

SUBJECT: Hold a public hearing to recommend the approval of a Series 12 restaurant liquor license for Poppy's Place LLC, dba Poppy's Place, 825 West Baseline Road, #1.

DOCUMENT NAME: 20110707fsap02 200207– LIQ LIC (0210-02)

COMMENTS: Lauren Kay Merrett is the Agent for this application.

PREPARED BY: Ana Perez, Financial Services Technician II (350-8651)

REVIEWED BY: Bruce L. Smith, License & Collection Supervisor (350-8509)

LEGAL REVIEW BY: David Park, Assistant City Attorney (350-8907)

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director (350-8504)

FISCAL NOTE: N/A

RECOMMENDATION: Recommend approval of this application because the applicant and location have met all city and county liquor licensing criteria.

ADDITIONAL INFO: A business at this location prior to 2008 was issued a Series 12 restaurant liquor license. Tempe city code requires that the Tempe Police Department conduct a background investigation on all liquor license applicants. Additionally, the city code requires that business locations be inspected by Fire Prevention, Building Safety and the County Health Department to ensure the establishment meets minimum city and county code licensing criteria. The Community Development Department has determined that a use permit is not required at this time. The premises has been posted for a 20-day period, per Arizona Revised Statute. No public opposition has been received regarding this liquor license application.

State statute requires municipalities to make one of three recommendations to the Arizona Department of Liquor Licenses and Control (AZ DOL):
1.Approval
2. Denial (this results in a public hearing set by the AZ DOL)
3. No recommendation (this may result in a public hearing set by the AZ DOL)

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5A5**

SUBJECT: Request approval of recommended funding for the 2011-2012 Arts Grant Awards to Tempe schools and non-profit organizations.

DOCUMENT NAME: 20110707cskb01-COMMUNITY SERVICES ADMIN (0707-01)

COMMENTS: Total amount of recommended grants funding is $144,608 to be paid from the Capital Improvement Project Municipal Arts Fund. No general fund monies are used for this project.

PREPARED BY: Maja Aurora, Cultural Services- Art Coordinator (480-350-5160)

REVIEWED BY: Adrienne Richwine, Deputy Community Services Director (480-350-5237)

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (480-350-8779)

DEPARTMENT REVIEW BY: Kathy Berzins, Community Services Director (480-350-5464)

FISCAL NOTE: There are sufficient funds in the CIP Municipal Arts Fund, 66000, project number 66956630, for this project.

RECOMMENDATION: Staff and the Tempe Municipal Arts Commission recommend that the City Council approve the recommended Arts Grants for 2011-2012.

ADDITIONAL INFO: Cultural Services and the Tempe Municipal Arts Commission requested applications in April, 2011, for arts project and organizational development grants involving Tempe citizens during 2011-2012. The application requires a minimum of 50% matching funds to be pledged by the applicant. Organizations receiving grants will provide total matching dollars of $3,531,245 that will serve an estimated 336,198 citizens.

A total of 17 grant applications are recommended: 15 arts project applications totaling $78,108 and two arts organizational development applications totaling $66,500. The allocation process for projects included three review meetings: an independent citizen panel, the Commission's Grants Committee and the full Tempe Municipal Arts Commission. Of the 17 proposals recommended for funding, 9 are youth-centered projects.

A total of 18 grant applications were received and only 1 arts project application was not recommended to receive funding as it did not meet the established criteria.

City of Tempe Cultural Services
2011 - 2012 Arts Grants
Recommendations

1. Applicant: **Arizona Academy of Performing Arts** Applicant Phone: (480) 838-4203
Address: P.O. Box 11926 Contact Name: Mark Richardson
Tempe, AZ 852840033

Project Title: Organizational Development Grant

Project Description: Since 2001, The Arizona Academy of the Performing Arts has served the youth of Arizona and Tempe. Out programs are designed to challenge young people every day to seek the highest level of their human potential. Each summer, The Academy Drum and Bugle Corps members and staff spend countless hours rehearsing and training prior ro departing on a national tour. For the past four years, The Academy has brought the marching arts to an indoor venue, producing "The Academy CenterStage" at the Tempe Center for the Arts.

Start: 07/01/2011

Grant Award: **$11,500** End: 06/30/2012

2. Applicant: **Arizona Opera** Applicant Phone: (602) 218-7333
Address: 4600 N. 12th St. Contact Name: Blair Green
Phoenix, AZ 850144005

Project Title: Arizona Opera Student Dress Rehearsal Program

Project Description: To underwrite the cost of bringing Tempe students to three Student Dress Rehearsals during the 2011-2012 school year. These include Faust (Gounoud), Madam Butterfly (Puccini) and Orefeo Ed Euridice (Gluck). Prior to the performance of each main-stage production, Arizona Opera holds a fully staged dress rehearsal during which professional artists perform the entire opera in costume, with full orchestral and choral accompaniment. Via its Student Dress Rehearsal Program, Arizona Opera traditionally targets Title 1 schools and those without music programs in place, and provides students and teachers with transportation to Symphony Hall, a pre-opera discussion led by a qualified AZO docent, and a teacher's guide created by AZO's director of Education and developed in accordance with Arizona Academic Standards in the Arts.

Start: 11/01/2011

Grant Award: **$6,800** End: 04/30/2012

3. Applicant: **Arizona Wind Symphony** Applicant Phone: (480) 231-4413
Address: P.O. Box 7606 Contact Name: Peter Vann
Tempe, AZ 852910021

Project Title: FY2011-2012 Concert and Festival Grant

Project Description: Overall goal remains education and enrichment of the lives of the people in the Tempe area and throughout the metropolitan region by providing performances of semi-professional symphonic band music. General project for FY2011-2012 is our four-concert season. Specific project goal is an adjudicated ensemble festival for public and private school students within the greater Phoenix-Tucson metro area, with winners to perform at the Arizona Wind Symphony concert in January at the Tempe center for the Arts. We maintain the fullest commitment to outreach efforts, projects including collaborative events, and cultural opportunities for diverse group of people.

Start: 07/01/2011
Grant Award: **$7,600** End: 06/30/2012

4. Applicant: **Arizona Wolf Trap** Applicant Phone: (480) 874-4669
Address: 7380 E. Second Street Contact Name: Claudia Vazquez
Scottsdale, AZ 852515604

Project Title: Arizona Wolf Trap

Project Description: Arizona Wolf Trap is an innovative, proven art-in-education program. The primary goals are to improve the effectiveness of early childhood education by training teachers in the use of performing arts as a teaching tool and by using the artists to teach children basic academic and life skills. Twice a week for seven weeks, professional artist conduct thirty-minute sessions with the kindergarten classrooms located at Rover Elementary School and Scales Elementary School. Two-hour workshops introduce both teaches and parents to the advantages of performing arts activities. Field trips entail professional dancers and jazz musicians performing for students, teachers and families in order to introduce them to the magic of "live" performance.

Start: 09/01/2011
Grant Award: **$8,000** End: 05/15/2012

5. Applicant: **Childsplay** Applicant Phone: (480) 921-5700
Address: 900 S. Mitchell Drive Contact Name: Steve Martin
Tempe, AZ 85281

Project Title: Organizational Development 2011-2012

Project Description: Childsplay seeks funding for the following:
* Childsplay Acting Ensemble
* Touring Productions
* Public Performances

Start: 07/01/2011
Grant Award: **$55,000** End: 06/30/2012

6. Applicant: **CONDER/Dance** Applicant Phone: (480) 570-3263
Address: 2022 E. Malibu Dr. Contact Name: Carley Conder
Tempe, AZ 852825917

Project Title: Breaking Ground 2011: Dance and Film Festival

Project Description: The goals for this project include: producing an annual festival celebrating innovative choreography and dance film in Arizona, interfacing with Tempe High School students in a significant manner, enriching the artistic community of Arizona through open master classes with participating artists and providing quality dance events at an affordable price to Tempe residents.

Start: 07/02/2011

Grant Award: **$4,293** End: 02/01/2012

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7. Applicant: **Free Arts of Arizona** Applicant Phone: (602) 258-8100
Address: 103 W. Highland Ave. Ste. 200 Contact Name: Jill McIlroy
Phoenix, AZ 850132769

Project Title: Contemporary Literature Program

Project Description: The Contemporary Literature program is a collaborative arts project that will provide intensive arts education experiences for 20 teens living in two group homes for foster children in Tempe. The program is a partnership between Free Arts of Arizona, Family Support Resources, Changing Hands Bookstore and two local professional teaching artists. The program will have two 5-week multidisciplinary arts residencies that will combine the visual and literary arts. Each residency will feature an age-appropriate book by a touring author incorporate mixed media artwork and have its own culminating event at Changing Hands Bookstore

Start: 10/01/2011

Grant Award: **$3,500** End: 05/30/2012

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8. Applicant: **New School for the Arts & Academics** Applicant Phone: (480) 481-9235
Address: 1216 E. Apache Boulevard Contact Name: Kyllan Maney
Tempe, AZ 85281

Project Title: Visions

Project Description: New School for the Arts & Academics would like to participate in the Scottsdale Museum of Contemporary Art's Vision Program. Visions brings together 40-43 high school students from diverse Maricopa county area high schools for a year-long series of project activities designed to cultivate artistic skills collaboration and civic engagement. During the course of the year, participating students, teachers and professional guest artists and speakers work side-by-side in projects consisting of workshops, lectures and discussions. The artist, teachers and museum staff provide challenging and engaging projects that inspire the students to create and solve artistic problems of how to approach work.

Start: 09/01/2011

Grant Award: **$5,000** End: 05/30/2012

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9. Applicant: **Phoenix Boys Choir** Applicant Phone: (602) 361-1560
Address: 1131 E. Missouri Ave. Contact Name: Anne White
Phoenix, AZ 850142709

Project Title: Tempe Neighborhood Training Choir

Project Description: The Neighborhood Training Choir program is an extension of our core mission by providing access to any boy I the Tempe Elementary School District who would benefit from an intensive music education. The Phoenix Boys Choir will focus its activities on the recruitment of boys into the Tempe choir, skill development for promotion into the Cadet Choir, and retention of boys who have the talent and willingness to remain in the choir. The Tempe Training Choir is held at Ward Traditional Academy. The Training Choir practices every Tuesday and Saturday from September through May.

Start: 09/01/2011
Grant Award: **$3,400** End: 05/30/2012

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10. Applicant: **Phoenix Conservatory of Music** Applicant Phone: (623) 826-0625
Address: P.O. Box 1163 Contact Name: Regina Nixon
Litchfield Park, AZ 853401163

Project Title: Tempe Makes Music 2012

Project Description: Starting September 2011 through June 2012, The Phoenix conservatory of Music will partner with the Escalante Community Center in Tempe to provide 150 contact hours between the young people of the Escalante Community Center and North Tempe Center and Teaching Artists of the Phoenix Conservatory of Music for an existing year of music learning, and fun. The project is multi-faceted and consists of parent tot music time, classroom visits in the preschool program, afterschool music learning in the afterschool program, and music learning in the summer program.

Start: 09/01/2011
Grant Award: **$6,040** End: 06/30/2012

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11. Applicant: **SPICMACAY-ASU** Applicant Phone: (480) 626-3538
Address: 1201 S. McClintock Dr. #137 Contact Name: Karthikeyan Ramamurthy
Tempe, AZ 85281

Project Title: SPICMACAY-ASU Indian Cultural Festival

Project Description: The Society for Promotion of Indian Classical Music and Culture Amongst Youth (SPICMACAY) is a non-profit and voluntary student movement dedication to introducing traditional Indian classical music and culture to youth and communities. On Saturday, September 10th SPICMACAY is organizing a festival including an interactive classical dance performance for children, and then screening a film that tells the story of the Indian film industry, followed by a classical Indian musical ensemble, and concluding with a father a son duo performing classical Indian violin.

Start: 09/10/2011
Grant Award: **$3,500** End: 09/10/2011

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12. Applicant: **Stray Cat Theatre** Applicant Phone: (480) 820-8022
Address: PO Box 2576 Contact Name: Ron May
Tempe, AZ 852802576

Project Title: Stray Cat Theatre 2011-2012 10th Anniversary Season

Project Description: Stray Cat theatre will produce a season of four stage productions, each one an Arizona premiere, distinct from the programming of other organizations in Tempe and across the Valley. Decidedly off the beaten path, Stray cat Theatre's mission is to be indie theatre at its best: quirky, edgy and irreverent. Stray Cat Theatre will provide opportunities for at least one Guest Director and dozens of other guest artists and technicians in design, acting, and support roles. Many SCT designers and actors are ASU students and Tempe residents.

Start: 08/01/2011
Grant Award: **$8,000** End: 05/07/2012

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13. Applicant: **Tempe Community Chorus, Ltd.** Applicant Phone: (480) 283-1805
Address: P.O. Box 26071 Contact Name: Jerry Veatch
Tempe, AZ 852856071

Project Title: Tempe Community Chorus, Ltd Development Project

Project Description: Tempe Community Chorus, an adult non-profit organization, is dedicated to the performance of varied, mixed-voice music for the benefit, education and enjoyment of its members and surrounding communities. The primary objective of TCC is to perform two formal concerts each season, in late spring and late fall, in the Tempe community. Concerts are held at the Tempe Center for the Arts as well as Tempe area retirement communities, churches and high schools. The chorus continues the tradition of collecting on the first Monday of each month, non-perishable food and toiletry items for donation to the Tempe Action Alliance food bank.

Start: 07/01/2011
Grant Award: **$3,000** End: 06/30/2012

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14. Applicant: **Tempe Live! Theater** Applicant Phone: (480) 924-0713
Address: P.O. Box 24718 Contact Name: Joy Strimple
Tempe, AZ 852854718

Project Title: Tempe Live! Theater 2011-2012

Project Description: The goal for the Tempe Live! Theater is to be a theater of, for, and by the community. The goal of the project is to assist in enabling the funding of the 2011-2012 year for the following productions in Tempe (rehearsed at the Tempe Performing Arts Center and performed at the Tempe Center for the Arts): (1) Ain't Misbehaving, (2) The Miss Firecracker contest, (3) Follies, and (4) Norman, Is that you?. The mission of TLT is to promote interest in the theater as an at by being community theater that offers a friendly, enjoyable and professional environment for encouraging and mentoring an all-volunteer cast and crew to stage affordable, high quality productions for the entertainment and benefit of the community.

Start: 07/01/2011
Grant Award: **$8,000** End: 06/30/2012

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15. Applicant: **Tempe Symphonic Wind Ensemble** Applicant Phone: (480) 831-7655
Address: 5916 S. Rita Ln. Contact Name: Michael Willson
Tempe, AZ 852833022

Project Title: Concert (5)

Project Description: The main goal for this project is to present five (5) concerts during the 2010-2011 seasons to the citizens of Tempe and the East Valley. The mission of the ensemble is three fold: (1) to provide the public an unparallel musical experience; (2) to give these outstanding musicians an opportunity to play contemporary literature of the highest caliber; and (3) to share with and encourage young musicians in their musical endeavors. TSWE is composed of 48 of the finest musicians for the Phoenix metropolitan area and under the direction of Dr. Michael Willson.

Start: 10/04/2011
Grant Award: **$6,100** End: 04/12/2012

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16. Applicant: **The Phoenix Symphony** Applicant Phone: (602) 495-1117
Address: 1 N. 1st St., Ste. 200 Contact Name: Sandra McKenzie
Phoenix, AZ 850042538

Project Title: Classroom Concert at Ward Traditional Academy

Project Description: The Phoenix Symphony's Classroom concerts series has been a major part of our music education programming for nearly 35 years. The project will serve the student body of Ward Traditional Academy, approximately 475 students in grades K-8. The 45-minute concert will be performed by the 25-member String Orchestra, the 15-member Brass and Percussion Ensemble and the 15-member Woodwind Ensemble. Overall, the series has two primary goals: (1) to inspire students to develop a deeper understanding of orchestral instruments and musical concepts; and (2) to support music education in Arizona schools.

Start: 09/15/2011
Grant Award: **$2,375** End: 05/12/2012

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17. Applicant: **urbanSTEW** Applicant Phone:
Address: 1543 E. Palmdale Dr. Contact Name: Robert Esler
Tempe, AZ 85282

Project Title: The Spectra Festival

Project Description: UrbanSTEW is seeking funding to produce an arts festival that celebrates people and culture through a contemporary lens of art, music, dance and technology. This year's focus is on the perception of disability in culture and how contemporary arts and technologies affect, augment, inspire, and reflect new ways of understanding. We intend to produce three main areas in the contemporary arts; music, dance and digital media all of which contain a curatorial theme of human ability. The festival will focus on interactive performances; performances that engage an audience in discussion, talkbacks and activities related to a larger work.

Start: 01/01/2012
Grant Award: **$2,500** End: 04/30/2012

Total Grant Awards: $144,608

City of Tempe Arts Grants
2011-2012

Arts Project Grants: 2011-2012

Applicants	Requested	Recommended
Arizona Wolf Trap	$8,000	$8,000
Free Arts of Arizona	$3,500	$3,500
Phoenix Conservatory of Music	$6,040	$6,040
Stray Cat Theatre	$8,000	$8,000
Tempe Live! Theatre	$8,000	$8,000
Tempe Symphonic Wind Ensemble	$6,100	$6,100
Arizona Wind Symphony	$8,000	$7,600
The Phoenix Symphony	$2,500	$2,375
Tempe Community Chorus, Ltd.	$3,000	$3,000
Arizona Opera	$8,000	$6,800
CONDER/dance	$5,050	$4,293
Phoenix Boys Choir	$4,000	$3,400
SPICMACAY-ASU	$5,000	$3,500
urbanSTEW	$5,000	$2,500
New School for the Arts & Academics	$7,700	$5,000
Red Rocks Music Festival	$4,500	$0
Total	$92,390	$78,108

Total Arts Project Grants	$78,108

Organizational Development Grants: 2011-2012

Applicants	Requested	Recommended
Arizona Academy of the Performing Arts	$16,000	$ 11,500
Childsplay	$75,000	$ 55,000
Total Development Grants	$91,000	$66,500

Total Arts Grants: 2011-2012	$144,608

Staff Summary Report

City Council Date: 7/7/2011 **Agenda Item Number: 5A6**

SUBJECT: Request for a Final Subdivision Plat for HAMPTON INN & SUITES located at 1429 North Scottsdale Road.

DOCUMENT NAME: 20110707cdko02 PLANNED DEVELOPMENT (0406)

COMMENTS: Request for HAMPTON INN & SUITES (PL100400) (William Spresser, VRE Holding II LLC and VRE Holding III LLC, property owner; Darin A. Sender, Sender Associates, Chtd., applicant) located at 1429 North Scottsdale Road in the R-4, Multi-Family Residential General and CSS, Commercial Shopping and Service Districts. The request includes the following:

SBD11006 – Final Subdivision Plat to consolidate seven parcels into two lots.

PREPARED BY: Kevin O'Melia, Senior Planner (480-350-8432)

REVIEWED BY: Lisa Collins, Community Development Deputy Director (480-350-8989)

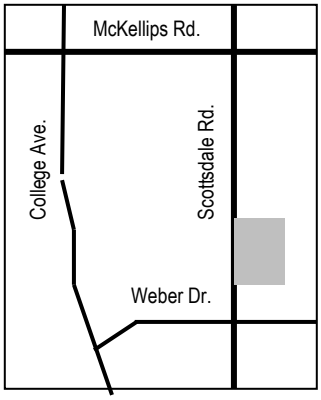
LEGAL REVIEW BY: Teresa Voss, Assistant City Attorney (480-350-8814)

DEPARTMENT REVIEW BY: Chris Anaradian, Community Development Manager (480-858-2204)

FISCAL NOTE: There is no fiscal impact on City Funds

RECOMMENDATION: Staff – Approval, subject to conditions
Development Review Commission – Approval (of Preliminary Subdivision Plat)

ADDITIONAL INFO: Gross/Net site area +/-5.01 acres



A Final Subdivision Plat is being undertaken as part of a major redevelopment. The site currently contains seven (7) parcels. The site is proposed to be consolidated into two Lots. The north Lot (Lot 2, area: 2.7618 acres) will include an existing hotel lobby-conference and guest room buildings that will remain. The existing buildings on the south Lot (Lot 1, area: 2.2465 acres) will be removed in preparation for a new hotel. There is no dedication of public right of way as part of this subdivision plat. Because the site contains parcels that have not previously been part of a subdivision within the City of Tempe, approval of a Preliminary Subdivision Plat has previously been undertaken through the Development Review Commission.

PAGES:

1. List of Attachments
2. Comments / Reasons for Approval
3. Conditions of Approval
4. History & Facts / Description
5. Zoning & Development Code Reference / City Code Reference

ATTACHMENTS:

1. Location Map
2. Aerial Photo

3-4. Letter of Explanation

5-6. Final Subdivision Plat

COMMENTS:

A Final Subdivision Plat is being undertaken to consolidate seven (7) separate parcels into two (2) lots on a +/-5.01 acre site. The consolidation of parcels will create Lot 1 for the proposed hotel of 2.2465 acres and Lot 2 for the existing hotel of 2.7618 acres. There is no required dedication of public right of way included with this Final Subdivision Plat.

The Final Subdivision Plat is part of a major redevelopment of the Hampton Inn and Suites near the northeast corner of the Weber Drive and Scottsdale Road. Lot 2 of this site (to the north) will retain a portion of the existing Hampton Inn and Suites, including two work force housing units and 116 hotel guest rooms. The existing guest room buildings and recreational structures on Lot 1 will be removed and in their place a four-story 117 guest room hotel will be erected.

Concurrent with the Final Subdivision Plat request is a separate consideration for a General Plan Projected Land Use Map Amendment for the residential portion of the site to mixed-use, a Zoning Map Amendment of the commercial and residential portions of the site to Mixed-Use Medium-High Density District, and a Planned Area Development Overlay for the proposed mixed-use district.

Under separate process, the applicant will undertake the abandonment of public utility easements on the site that are no longer needed.

City Code Chapter 30, Subdivisions, Approval Criteria for Subdivision Plat

1. Final plat is required for approval by the City Council after any Zoning Map Amendment that is necessary for the development has been approved by the City Council.

REASONS FOR APPROVAL:

1. The Preliminary Subdivision Plat for land that has never before been subdivided in the City of Tempe was approved on June 14, 2011 by the Development Review Commission. This approval is required in advance of consideration of the Final Subdivision Plat.
2. The Final Subdivision Plat will be made to conform to the technical standards of Tempe City Code Chapter 30, Subdivisions.

CONDITIONS OF APPROVAL

EACH NUMBERED ITEM IS A CONDITION OF APPROVAL. THE DECISION-MAKING BODY MAY MODIFY, DELETE OR ADD TO THESE CONDITIONS.

SBD11006
CONDITIONS OF APPROVAL:

1. The Subdivision Plat for Hampton Inn and Suites for the +/- 5.01 acre property including the combination of existing parcels into two lots shall be put into proper engineered format with appropriate signature blanks and recorded with the Maricopa County Recorder's Office through the City of Tempe Community Development Department on or before July 07, 2012 or prior to issuance of building permits, whichever comes first. Failure to record the plat on or before July 07, 2012, which is one (1) year from the date of City Council approval, shall make the City Council approval of the plat null and void.

2. Abandon existing public utility easements that are no longer needed within Lot 1 and Lot 2. Separately submit abandonment request to Public Works/Land Services Division and process abandonments through City Council.

3. Provide exclusive easements for public water and sewer lines within Lot 1 and Lot 2. Either have easements and agreements including cross drainage and cross access agreements "dedicated hereon" the Subdivision Plat or have easements and agreements separately reviewed by the Public Works Department, dedicated by separate instrument and recorded at the Maricopa County Recorder's Office.

4. All property corners shall be set and verified with staff upon final recordation of the subdivision plat, no later than three (3) months from the date of County recordation or as determined by staff.

HISTORY & FACTS:

June 14, 2011: The Development Review Commission approved the Development Plan Review and Preliminary Subdivision Plat requests for Hampton Inn & Suites consisting of a four story 117 guest room hotel of +/- 75,960 sf. area on +/-2.25 acres (Lot 1) to the south of an existing two story 116 guest room and two work-force housing unit hotel of +/-63,262 sf. on +/-2.76 acres (Lot 2). The entire site of +/-5.01 acres is located at 1429 North Scottsdale Road in the R-4, Multi-Family Residential General and CSS, Commercial Shopping and Service Districts. On the same evening, the Development Review Commission recommended to City Council approval of the following requests:

- General Plan Land Use Map Amendment from Residential to Mixed-Use for 4.77 gross acres (the remaining 0.24 gross acres of the site is already mixed-use).
- Zoning Map Amendment from CSS, Commercial Shopping and Service District and R-4, Multi-Family Residential General District to MU-3, Mixed-Use, Medium-High Density District for 5.01 gross acres.
- Planned Area Development Overlay to modify development standard for building height from 50 feet to 55 feet and establish development standards for building lot coverage, minimum landscape area and front, side and rear yard building setbacks.

June 16, 2011: Introduction and first public hearing by City Council to adopt an ordinance for a Zoning Map Amendment and Planned Area Development Overlay and to adopt a resolution for a General Plan Amendment for Hampton Inn & Suites located at 1429 North Scottsdale Road.

July 7, 2011: The City Council is scheduled for second public hearing for the requests by Hampton Inn & Suites for General Plan Projected Land Use Map Amendment, a Zoning Map Amendment and a Planned Area Development Overlay.

DESCRIPTION:

Owner:	William Spresser, VRE Holding II LLC and VRE Holding III LLC
Applicant:	Darin A. Sender, Sender Associates, Chtd.
Land Surveyor:	Emily C. Schad (R.L.S. #47495)

General Plan 2030

Projected Residential Density:	Medium to High Density (up to 25 dwelling units per acre)
Projected Land Use:	Mixed-Use (Live/Work) (+/-0.24 gross acres) and Residential (Live) (+/-4.77 gross acres)
Projected Land Use Amendment:	Mixed-Use (Live/Work) (+/-4.77 gross acres)
Note:	The 4.77 acre portion and the 0.24 acre portion will be joined together in one mixed-use development.

Zoning

Existing Zoning:	CSS, Commercial Shopping and Service District (+/-0.24 gross acres) and R-4, Multi-Family Residential General District (+/-4.77 gross acres)
Proposed Zoning Amendment:	MU-3 (PAD), Mixed-Use, Medium-High Density District with a Planned Area Development Overlay (+/-5.01 gross acres)

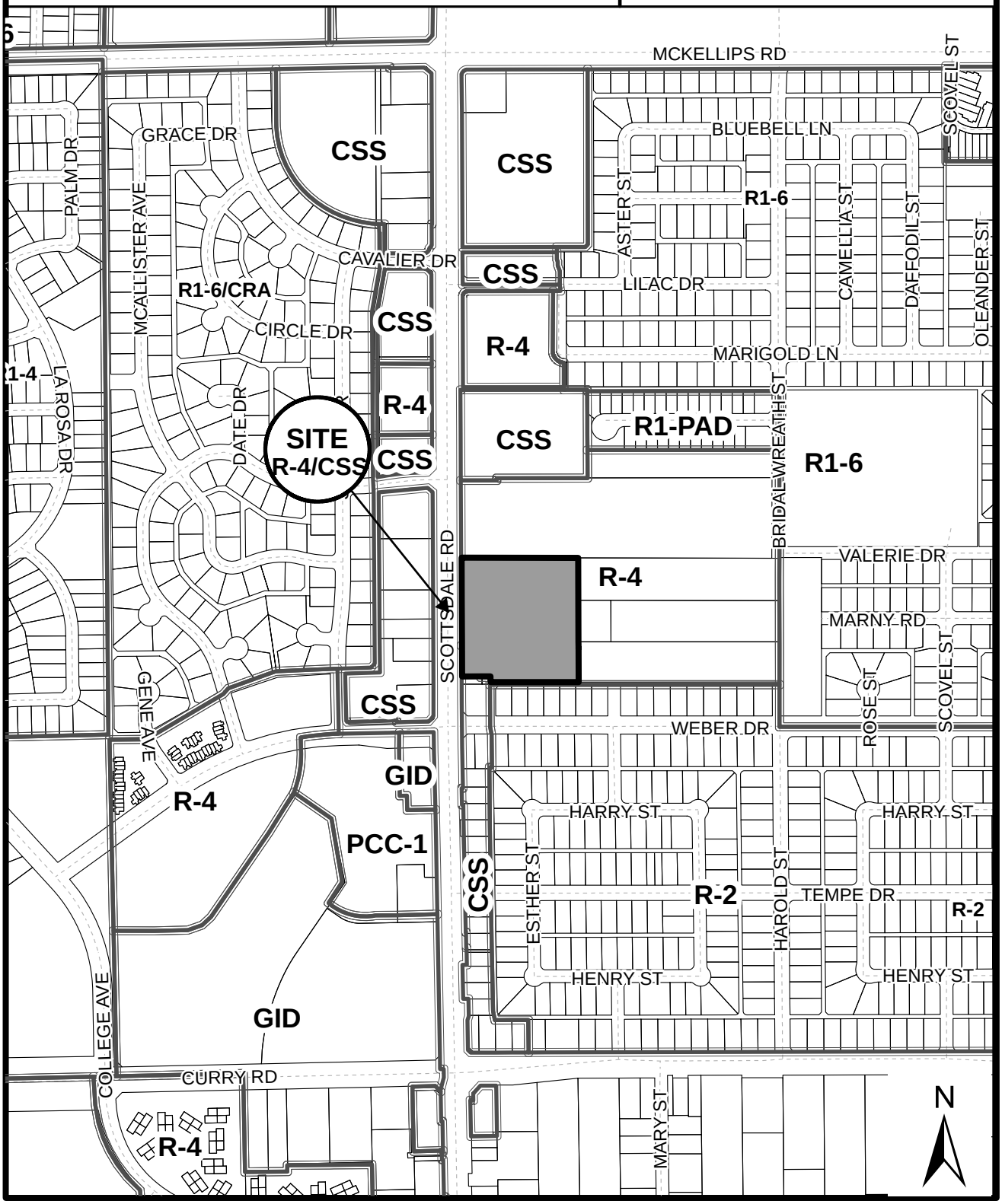
Site	
Lot 1 Area:	2.2465 acres
Lot 2 Area:	2.7618 acres
Combined Gross/Net Site Area:	5.0083 acres

ZONING AND DEVELOPMENT CODE REFERENCE:
Section 6-307, Subdivision, Lot Splits and Adjustments

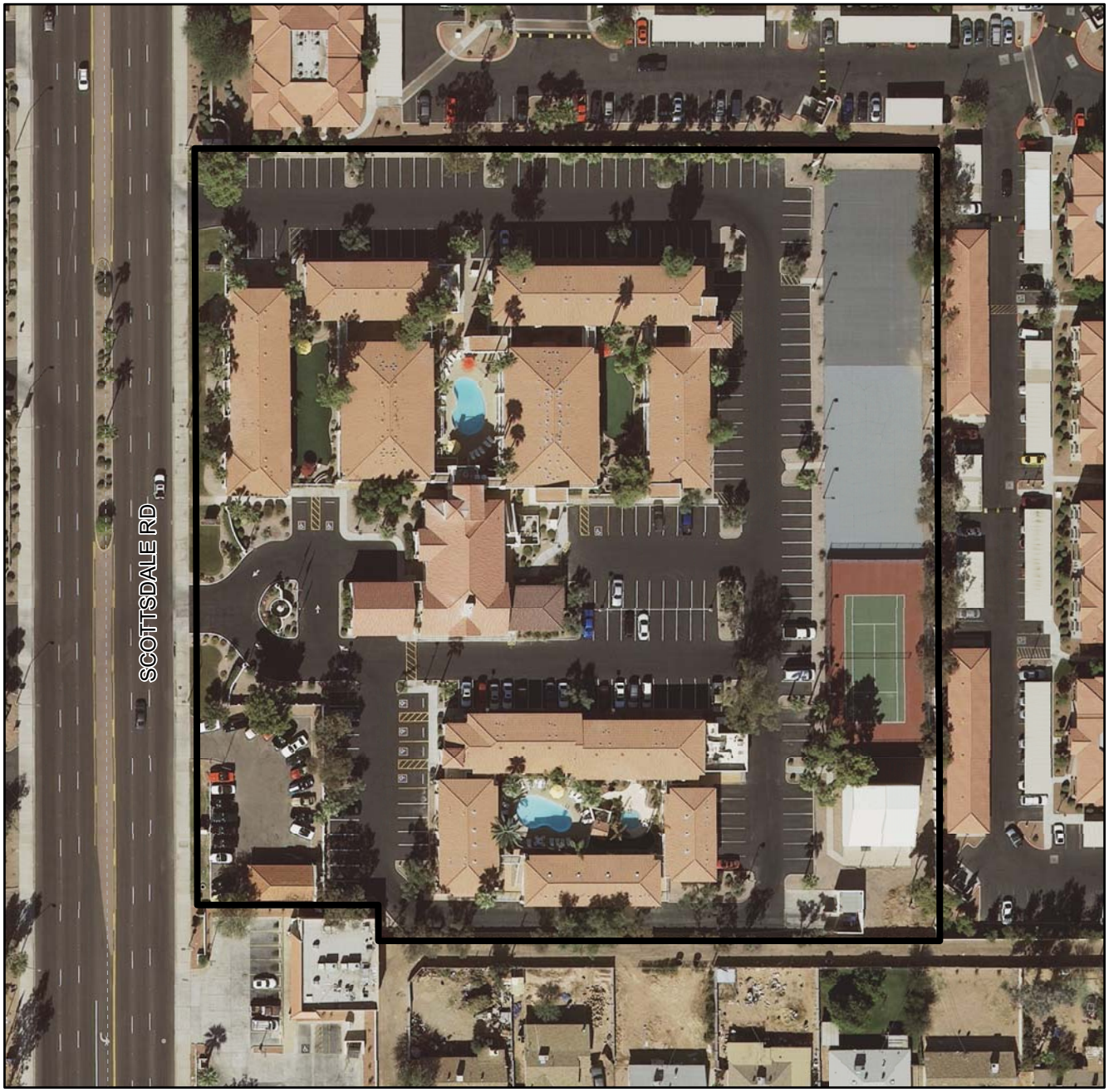
CITY CODE REFERENCE:
Chapter 30, Subdivisions

Tempe

HAMPTON INN AND SUITES	PL100400



Location Map



HAMPTON INN AND SUITES (PL100400)

PROPOSED REZONING
CSS AND R-4 TO MU-3 PAD

(REZONING, PAD, DPR, PLAT & GENERAL PLAN AMENDMENT)

THE HAMPTON INN & SUITES

FULL SERVICE HOTEL WITH EXTENDED STAY SUITES

Hampton

we love having you here.*

PROPERTY LOCATED AT:

1429 N. Scottsdale Road
North of Northeast corner of Weber
Drive & Scottsdale Road
Tempe, Arizona
APN's: 132-11-020B, 132-11-018F, 132-11-021H,
132-11-021K, 132-11-022C, 132-11-021J, & 132-11-054
(Before Plat consolidating into 2 lots)

APPLICATION NO.

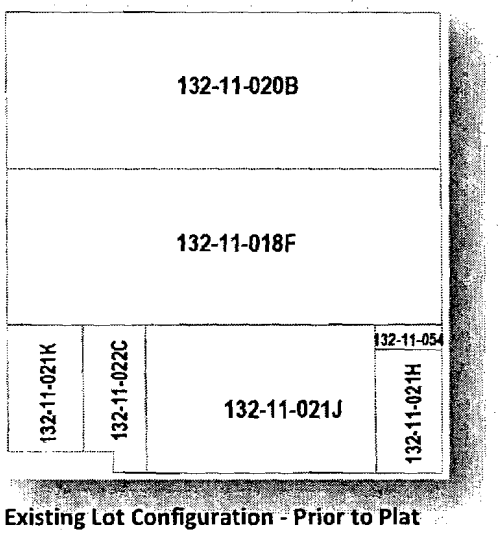
PREPARED BY:
Sender Associates, Chartered
Darin A. Sender, Esq.
Jennifer L. Krieps, Esq.
464 South Farmer Avenue, Suite 102
Tempe, Arizona 85281
(480) 966-6735
darin@senderlaw.com
jen@senderlaw.com

PREPARED: APRIL 26, 2011

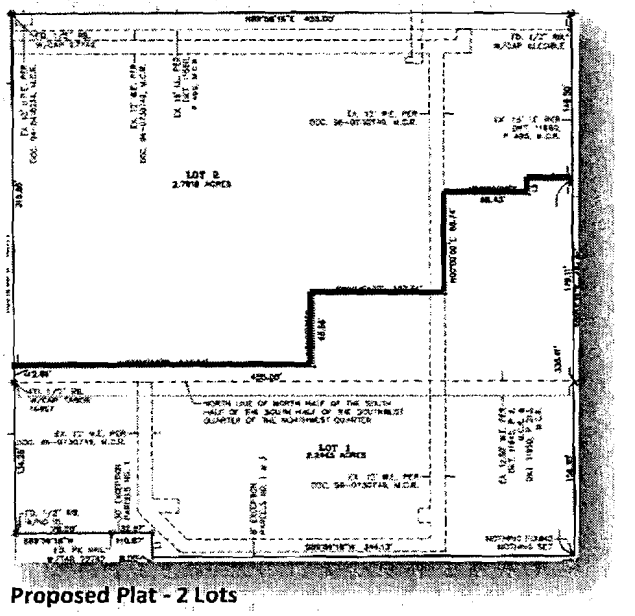
QR Code link to Hampton Inn website video
http://hamptoninn.hilton.com/en/hp/hotels/photo_gallery.jhtml?ctyhocn=PHXTEHX

Plat - To Consolidate 7 Parcels into 2 Parcels

A plat is required to consolidate the existing seven (7) parcels into two (2) lots. This consolidation will accommodate the development proposal to keep the existing northern hotel buildings and site while re-developing the southern portion of the Site. The new development will be located on the 2.2465 acre Lot 1, and the existing northern hotel portion will be located on the 2.7618 acre Lot 2. (Please see included Preliminary and Final Plat). Finally, this Plat will conform to the requirements and objectives of the General Plan, or any parts thereof, as adopted by the Commission and the City Council as well as to the requirements of the Zoning and Development Code and to other ordinances and regulations of the city, and to the Arizona Revised Statutes.



Existing Lot Configuration - Prior to Plat


Proposed Plat - 2 Lots

HAMPTON INN & SUITES

A PLAT OF A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

VRE HOLDING II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS FEE TITLE OWNER OF LOTS 1, 2 AND 3, LOCATED WITHIN A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "HAMPTON INN & SUITES" AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, CONSTITUTING SAME, AND THAT EACH LOT, SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES.

ACKNOWLEDGMENT

ON THIS ____ DAY OF _____, 2011 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

_____ NOTARY PUBLIC

_____ MY COMMISSION EXPIRES

VRE HOLDING II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

ITS: _____

LEGAL DESCRIPTION (PRIOR TO SUBDIVISION)

PARCEL NO. 1:

THE EAST 65 FEET OF THE WEST 198 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

EXCEPT THE SOUTH 8 FEET OF THE EAST 32.13 FEET THEREOF; AND

EXCEPT THE SOUTH 30 FEET OF THE WEST 32.87 FEET THEREOF.

PARCEL NO. 2:

THE WEST 510 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 55 FEET.

PARCEL NO. 3:

THE WEST 312 FEET OF THE FOLLOWING DESCRIBED PARCEL;

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

EXCEPT THE WEST 198 FEET THEREOF; AND

EXCEPT THE SOUTH 8 FEET THEREOF.

PARCEL NO. 4:

THE EAST 100 FEET OF THE WEST 133 FEET OF THE SOUTH 110 FEET OF NORTH 135 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

TOGETHER WITH THAT PORTION OF THE ABANDONED STREET RIGHT OF WAY LYING ADJACENT TO THE ABOVE PROPERTY AND DESCRIBED IN ORDINANCE RECORDED IN DOCKET 11430, PAGE 890

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF TEMPE BY QUIT CLAIM DEED RECORDED IN DOCKET 14105, PAGE 640

OWNER/DEVELOPER

VRE HOLDING II, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY

BENCH MARK

3-INCH CITY OF TEMPE BRASS CAP IN HANDHOLE AT THE INTERSECTION OF COLLEGE AVENUE AND SCOTTSDALE ROAD, HAVING AND ELEVATION OF 1187.15 CITY OF TEMPE DATUM.

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF SCOTTSDALE ROAD, BETWEEN WEBER DRIVE AND MCKELLIPS, USING A BEARING OF NORTH 00 DEGREES 12 MINUTES 38 SECONDS WEST.

CITY OF TEMPE BASIS OF BEARING FOR THIS MONUMENT LINE IS NORTH 00 DEGREES 12 MINUTES 05 SECONDS WEST

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA ON THIS_____ DAY OF _____, 2011.

BY: _____ MAYOR _____ DATE

ATTEST: _____ CITY CLERK _____ DATE

BY: _____ CITY ENGINEER _____ DATE

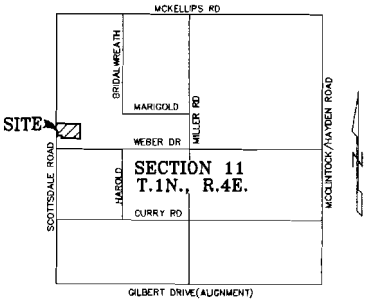
BY: _____ COMMUNITY DEVELOPMENT _____ DATE

CERTIFICATION

I, EMILY C. SCHAD, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF FEBRUARY OF 2011; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ EMILY C. SCHAD REGISTERED LAND SURVEYOR #47495

_____ DATE



VICINITY MAP

N.T.S.

NOTES

1) THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TEMPE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

2) ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, LS# 27239, OR OTHER MONUMENT THAT MEETS ARIZONA BOUNDARY MINIMUM STANDARDS.

3) ALL NEW AND EXISTING, AS WELL AS ON-SITE AND OFF-SITE UTILITY LINES (OTHER THAN TRANSMISSION LINES) SHALL BE PLACED UNDERGROUND.

4) ANY RETENTION SYSTEM AS SHOWN ON THE GRADING AND DRAINAGE PLANS SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER TO: (1) REGULARLY INSPECT THE SYSTEM (AT LEAST ANNUALLY), AND (2) MAINTAIN THE SYSTEM IN A CONDITION THAT WILL ALLOW THE SYSTEM TO STORE AND DISSIPATE THE VOLUME OF STORM WATER AS SHOWN ON THE DESIGN PLANS. THE FOREGOING RESTRICTION CANNOT BE CHANGED WITHOUT PRIOR WRITTEN CONSENT OF THE CITY OF TEMPE ENGINEER.

FLOOD PLAIN CERTIFICATION

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN OTHER FLOOD AREAS ZONE X AS DESIGNATED ON THE FEMA FLOOD INSURANCE RATE MAP NO. 04013C2160 F DATED SEPTEMBER 30, 2005. DESCRIBED AS: "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

DS101246 SBD11006 REC11017

DS101246 SBD11006 REC11017

PLAT OF

HAMPTON INN & SUITES

REGISTERED LAND SURVEYOR EMILY C. SCHAD NOT FOR CONSTRUCTION

EXPIRES 03-31-11

WOOD/PATEL

CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
CONSTRUCTION MANAGERS

8051 W. Northern Ave.
Phoenix, AZ 85021
(602) 335-8500
www.woodpatel.com
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CHECKED BY

CAD TECHNICIAN ECS

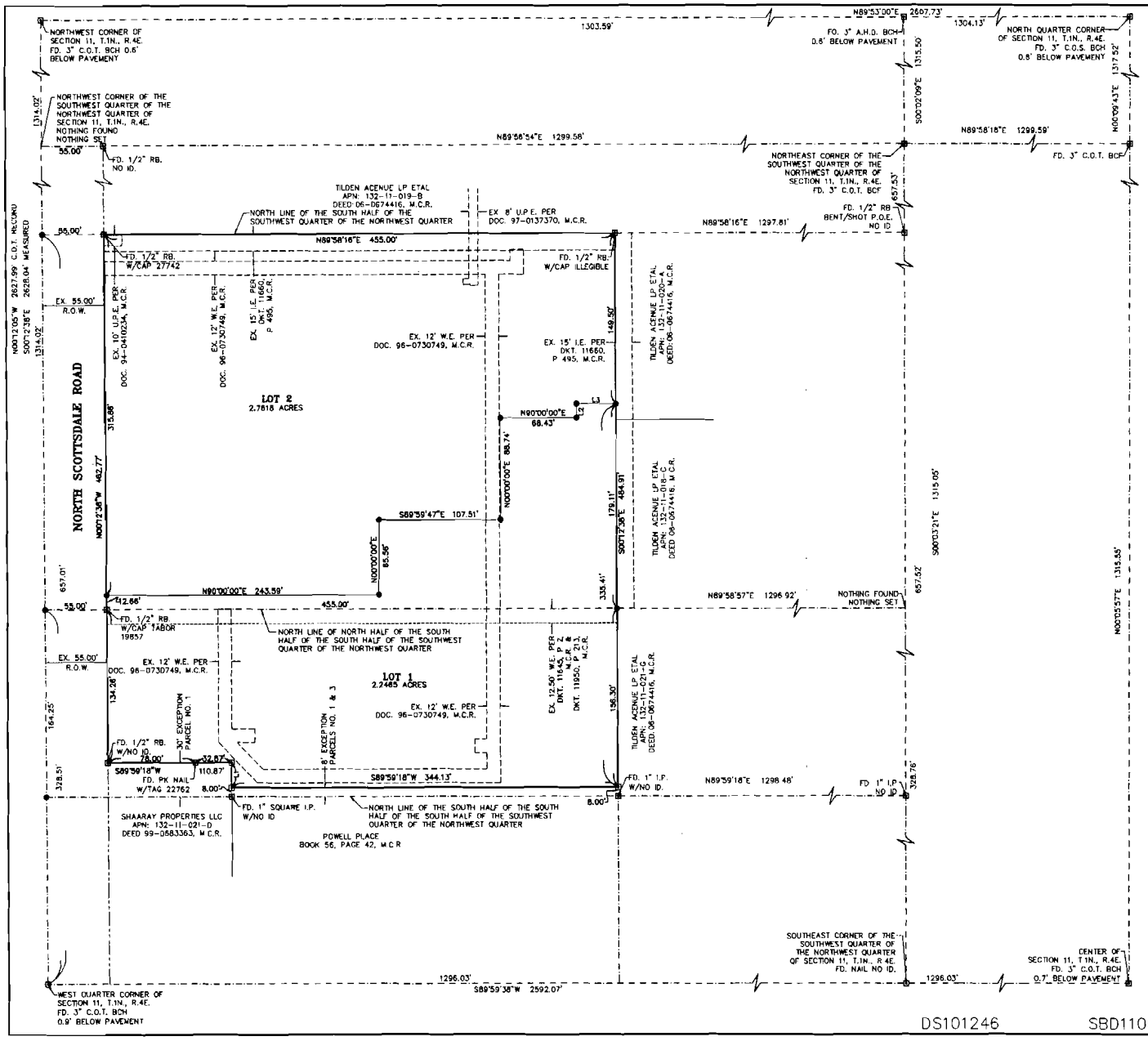
SCALE N.T.S.

DATE 05-31-11

JOB NUMBER WP# 113879

SHEET 1 OF 2

ATTACHMENT 5



LEGEND

- CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/RLS TAG OR CAP, UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- PROPERTY CORNER SET SURVEY MONUMENT W/RLS TAG OR CAP, UNLESS OTHERWISE NOTED

M.C.R	MARICOPA COUNTY RECORDER
C.O.T.	CITY OF TEMPE
C.O.S.	CITY OF SCOTTSDALE
A.H.D.	ARIZONA HIGHWAY DEPARTMENT
BCH	BRASS CAP IN HANDHOLE
ID.	INDENTIFICATION
BCF	BRASS CAP FLUSH
RB.	REBAR
I.P	IRON PIPE
R.O.W.	RIGHT-OF-WAY
FD.	FOUND
P.O.E.	POINT OF ENTRY
E.E.	ELECTRIC EASEMENT
I.E.E.	INGRESS EGRESS EASEMENT
T.A.E.	TEMPORARY ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°12'38"W	22.00'
L2	N00°00'00"E	12.29'
L3	N90°00'00"E	34.85'

PLAT OF
HAMPTON INN & SUITES

REC11017

SBD11006

DS101246

REGISTERED LAND SURVEYOR
NICHOLAS C. GOODWIN
NICHOLAS C. GOODWIN
NICHOLAS C. GOODWIN
EXPIRES 03-31-11

WOOD/PATEL
CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
CONSTRUCTION MANAGERS
8051 W. Morelland Ave.
Phoenix, AZ 85021
(602) 553-8500
www.woodpatel.com
PHOENIX · MESA · TUCSON

CHECKED BY
CAD TECHNICIAN
SCALE 1"=40'
DATE 05-31-11
JOB NUMBER WP# 113679
SHEET 2 OF 2

DS101246 SBD11006 REC11017

ATTACHMENT 6

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5A7**

SUBJECT: Request approval of recommended funding for the 2011-2012 Maryanne Corder Neighborhood Grant Program to neighborhood and homeowners' associations.

DOCUMENT NAME: 20110707crsw01 NEIGHBORHOOD ASSOCIATION PROGRAM (0109-24)

COMMENTS: Total amount of recommended grants funding is $89,141 to be paid for from the Capital Improvement Program budget.

PREPARED BY: Shauna Warner, Neighborhood Services Manager, (480) 350-8883

REVIEWED BY: Shelley Hearn, Community Relations Administrator, (480) 350-8906

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney, (480) 350-8779

DEPARTMENT REVIEW BY: Shelley Hearn, Community Relations Administrator, (480) 350-8906

FISCAL NOTE: Funds were appropriated in FY2010/2011 in Capital Improvement Fund 67-946556 to be distributed over a 3-year period. This is year 2 of the distribution; there are no funds allocated for the Neighborhood Grant Program after FY2012/2013.

RECOMMENDATION: Staff recommends that the City Council approve the Neighborhood Grant Program funding recommendations for 2011-2012

ADDITIONAL INFO: The Neighborhood Grant Program was created as a means to invest in resident-initiated projects designed to enhance the quality of life in neighborhoods. Neighborhood and homeowners' associations registered with the Neighborhood Services Division are eligible to apply for up to $10,000 in funding.

All association residents must be notified of the opportunity to apply for a grant and provided a chance to propose and comment on project ideas. The grant applications are reviewed by a team of City staff from various departments referencing the following guidelines:

1. Improves health and safety of residents
2. Benefits a significant number of residents and the City at large
3. Addresses a known neighborhood deficiency
4. Complements other neighborhood projects (private or City)
5. Provides an environmental benefit
6. Enhances the aesthetics of the neighborhood
7. Accessible to all members of the community

The Neighborhood Services Division received requests for funding from 23 applicants for a variety of projects, including landscape, signage, park improvements, art and pool fences. Eighteen applicants (7 neighborhood associations and 11 homeowners' associations) are recommended to receive full or partial funding. Matching funds from associations totaled $48,422.64 for a combined total of $137,563.64 in community investment.

NEIGHBORHOOD GRANT PROGRAM
SCORE SHEET
2011-2012

Neighborhood Grant Applications
#+ indicates applied for more than one project
#* indicates has not received grant funding in previous years

		Landscape Projects					
	Association Name and Map Location	**Project Description**	**Match**	**City $**	**YES**	**Amount Approved**	**NO**
1	Alameda Park HOA (H13A)	Xeriscape	$ 28,569.00	$ 10,000.00		$ -	x
2	Alta Mira NA (N41)	Perimeter Landscape	$ -	$ 10,000.00	x	$ 10,000.00	
3	Brentwood Cavalier NA (N18A)	Plant trees	$ -	$ 7,990.00	x	$ 5,300.00	
4+	Casitas Tempe HOA (H9)	Landscape	$ 2,489.01	$ 2,489.00		$ -	x
5	Marlborough Park Estates HOA (H3)	Perimeter Improvements	$ 5,664.59	$ 5,664.59	x	$ 5,665.00	
6	Mitchell Park West NA (N7B)	Plant trees	$ -	$ 5,497.00	x	$ 3,900.00	
7	Southern Village Estates HOA (H17)	Plant trees	$ 2,560.00	$ 2,500.00	x	$ 2,500.00	
8	University Ranch HOA (H10)	Xeriscape	$ 10,000.00	$ 10,000.00	x	$ 10,000.00	
9	University Shadows HOA (H10D)	Xeriscape	$ 10,000.00	$ 10,000.00		$ -	x
10	Warner Ranch Phase II HOA (H43)	Plant trees	$ 2,685.50	$ 2,685.50	x	$ 2,685.00	
		Signage Projects					
	Association Name and Map Location	**Project Description**	**Match**	**City $**	**YES**	**Amount Approved**	**NO**
11*	Alterra Townhomes (H26B)	Monument Signage	$ 1,447.26	$ 1,446.00	x	$ 1,446.00	
12	Camelot Village NA (N34)	Neighborhood signage	$ -	$ 1,705.00	x	$ 1,705.00	
13	Hudson Trace HOA (H25)	Monument Signage	$ 3,419.63	$ 3,400.00	x	$ 3,400.00	
14+	Knoell Ville Monaco HOA (H24A)	Unit Number Signage	$ 2,976.00	$ 2,976.00		$ -	x
15+	Springdale HOA (H17A)	Monument Signage	$ 3,914.42	$ 3,900.00	x	$ 3,900.00	
16	Tally Ho Farms NA (N40A)	Monument Signage	$ -	$ 9,720.99		$ -	x
17	Tempe Royal Palms HOA (H41)	Entry Signage	$ 2,996.33	$ 2,996.33		$ -	x
18+	Villas Las Palmas HOA (H41A)	Street Signage	$ 3,696.53	$ 3,696.00		$ -	x

		Other Projects					
	Association Name and Map Location	**Project Description**	**Match**	**City $**	**YES**	**Amount Approved**	**NO**
19	Buena Vista Ranchos HOA (H40)	Ramada	$ 6,762.52	$ 6,762.52	x	$ 6,763.00	
20+	Casitas Tempe HOA (H9)	Pool fence improvements	$ 1,460.00	$ 1,460.00	x	$ 1,460.00	
21	Estate la Colina NA (N36)	Estrada Park benches/drinking fountain	$ -	$ 7,109.79	x	$ 7,110.00	
22+	Knoell Ville Monaco HOA (H24A)	Lighting	$ 6,642.00	$ 6,642.00	x	$ 6,642.00	
23+	Springdale HOA (H17A)	Walking Bridge	$ 6,000.00	$ 6,000.00		$ -	x
24	Superstition NA (N21)	Joyce Park BBQ Grills	$ -	$ 2,800.00	x	$ 2,800.00	
25	Tempe Gardens NA (N22)	Seating area	$ -	$ 10,000.00	x	$ 10,000.00	
26	University Royal Gardens HOA (H27)	Mailboxes	$ 6,492.00	$ 6,492.00		$ -	x
27+	Villas Las Palmas HOA (H41A)	Pool fence	$ 3,866.72	$ 3,865.00	x	$ 3,865.00	
			$ 111,641.51	$ 147,797.72		$ 89,141.00	

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B1

SUBJECT: Request approval of a one-year contract renewal with Crafco, Inc. for the purchase of asphalt crack sealing compound to be used by the Public Works Department.

DOCUMENT NAME: 20110707fsta08 PURCHASES (1004-01)

COMMENTS: Total cost of this contract will not exceed $150,000 during the one year renewal period beginning August 24, 2011.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Financial & Technology Director-Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
Shelly Seyler, Interim Deputy Public Works Dir. - Transportation, 480-350-8854
Isaac Chavira, Traffic Operations Superintendent, 480-350-8349

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (T10-006-01) Sufficient funds have been appropriated in the Highway User Revenue Fund – cost center 3813 – for the anticipated expenditures in the upcoming fiscal year.

RECOMMENDATION: Approve the renewal of the contract.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) in 2009, to establish a term contract for asphalt crack sealing compound to be used by Public Works to seal cracks in roadway surfaces to reduce deterioration of the pavement thereby extending the life of road surfaces. The contract was originally awarded to Crafco, Inc. by Council on August 20, 2009 for an initial two-year term with three one-year renewal options. This renewal request is for the first of three available renewal options.

Contractor Performance

Crafco, Inc. performance was rated by the Public Works Department on the following criteria:

Personnel are responsive, cooperative and available
Overall quality of products or services delivered
Timeliness of performance
Quality of follow-up in resolving complaints or problems
Firm's promptness in submitting accurate invoices

In all categories, Crafco, Inc. received scores indicating their exceeding standards as established by the contract.

Staff recommends renewal of the contract.

Crafco, Inc. has requested a price increase of $0.066 per pound to cover direct cost increases they have incurred over the past two years of the contract. Increases of $0.066 per pound have been requested of Chandler, AZ and $0.073 per pound of the Arizona Department of Transportation. Cost increases are tied directly to the raw material cost associated with petroleum based products utilized in the production of the sealing compound. Even with the requested increase, the City of Tempe contract provides pricing lower that the Chandler or ADOT contracts.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B2**

SUBJECT: Request approval of one-year contract renewals with Highway Technologies, Inc. and Bob's Barricades for the rental of barricades and warning devices.

DOCUMENT NAME: 20110707fsta04 PURCHASES (1004-01)

COMMENTS: The total cost of these contracts will not exceed $100,000.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director - Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Public Works Deputy Director – Field Operations, 480-350-8949

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director, 480-350-8504

FISCAL NOTE: (T09-147-01 & 02) Sufficient funds have been appropriated in various Citywide cost centers for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the renewal of the contracts.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) to establish term contracts for the rental of barricades and warning devices. Council originally approved the award of contracts to Highway Technologies, Inc. and Bob's Barricades on June 11, 2009 for an initial two-year term with four one-year renewal options. This renewal request is for the first of four available renewal options.

Barricades and warning devices are rented when needed to route traffic around emergency situations, redirect traffic flow, redirect pedestrian flow, establish perimeters at events, etc.

<u>Contractor Performance</u>

Highway Technologies, Inc. and Bob's Barricades were rated by the Public Works Department on the following criteria:

Personnel are responsive, cooperative and available
Overall quality of products or services delivered
Timeliness of performance
Quality of follow-up in resolving complaints or problems
Firm's promptness in submitting accurate invoices

In all categories, Highway Technologies, Inc. and Bob's Barricades received scores indicating their meeting or exceeding standards established by the contracts.

There are no cost increases requests associated with the contract renewals.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B3**

SUBJECT: Request approval of a one-year contract renewal with Stanley Convergent Security Solution, Inc. for security system installation and maintenance overseen by the Public Works Department.

DOCUMENT NAME: 20110707fsta06 PURCHASES (1004-01)

COMMENTS: The total cost of this contract will not exceed $100,000 during the one-year renewal period beginning August 18, 2011.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director - Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Public Works Deputy Director – Field Operations, 480-350-8949
Jennifer Adams, Facility Maintenance Manager, 480-350-8687
Brian Wolfe, Facility Maintenance Supervisor, 480-350-8136

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director, 480-350-8504

FISCAL NOTE: (T08-186-01) Sufficient funds have been appropriated in various Citywide cost centers for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the renewal of the contract.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) to establish a term contract for the purchase, installation and maintenance of security system equipment throughout the City. The types of equipment purchased under this contract include building access card readers, security door hardware, video monitoring and recording equipment, etc. Council originally approved the award of the contract to Stanley Convergent Security Solutions on August 14, 2008 for an initial two-year term with three one-year renewal options. This renewal request is for the second of three available renewal options.

Contractor Performance

Stanley Convergent Security Solutions was rated by the Public Works Department on the following criteria:

- Personnel are responsive, cooperative and available
- Overall quality of products or services delivered
- Timeliness of performance
- Quality of follow-up in resolving complaints or problems
- Firm's promptness in submitting accurate invoices

In most categories, Stanley Convergent Security Solutions received scores indicating their meeting or exceeding standards established by the contract. However, billing problems have occurred that require more City time than should be necessary in maintenance of the contract. Stanley has been made aware of this problem and must provide a higher level of accuracy over the requested renewal period to be considered for future renewals.

There is no cost increase associated with the contract renewal.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B4

SUBJECT: Request approval to utilize the remaining six-months of a one-year National IPA contract sponsored by the City of Tucson with W.W. Grainger, Inc. for a catalog-wide agreement for the purchase of a wide variety of tools, motors, lamps, industrial supplies, equipment, etc. used by most City departments.

DOCUMENT NAME: 20100707fsta10 PURCHASES (1004-01)

COMMENTS: The total value of this contract will not exceed $150,000 during the six-month period ending December 31, 2011.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director - Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Public Works Deputy Director – Field Operations, 480-350-8949

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (090288 – National IPA) Sufficient funds have been appropriated in the General, Water/Wastewater, Solid Waste and Transit Funds for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the utilization of the contract.

ADDITIONAL INFO: The City of Tucson solicited and awarded a National Intergovernmental Purchasing Alliance Company (National IPA) contract for a catalog-wide agreement for the purchase of a wide variety of goods including tools, motors, lamps, industrial supplies, equipment, etc. National IPA is a cooperative purchasing organization established through a collaborative effort of public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. All master agreements are publicly solicited, awarded, and held by a Principal Procurement Agency in this case the City of Tucson. National IPA serves as a government cooperative purchasing organization for agencies nationwide.

The City of Tempe has utilized a State of Arizona contract with W.W. Grainger for several years. The State recently re-solicited and awarded a contract to Grainger for maintenance, repair and operating goods. The new State contract that was awarded is limited in scope and many of the products utilized by the City would not receive discount pricing. The City of Tucson/National IPA contract contains discounts catalog-wide and is a more economical alternative for the City.

The City of Tucson/National IPA contract provides catalog-wide discounts of not less than 10% while offering higher discounts on individual categories as specified in the contract. Additionally, the contract allows for the customization of a “market basket” of goods specific to the City of Tempe which will allow for potential additional savings on frequently purchased items.

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Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number 5B5**

SUBJECT: Request approval of a one-year contract renewal with Aquatic Consulting and Testing, Inc., Bio-Aquatic Testing, Inc., Xenco-Tranwest Analytical (formally Columbia Analytical Services), Legend Technical Services of Arizona, Inc., MWH Laboratories and Test America Inc. for potable water quality, wastewater, and soil testing services for the Public Works Department.

DOCUMENT NAME: 20110707fsts05 PURCHASES (1004-01)

COMMENTS: Total combined cost of these contracts will not exceed $350,000 during the one-year contract period.

PREPARED BY: Ted Stallings, CPPB, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director–Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
Don Hawkes, Deputy Public Works Director - Water Utilities, 480-350-2631

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: WUD10-126-01, 02, 03, 04, 05, 06 (T10-126) Sufficient funds have been appropriated in cost center 3041 (Water/Wastewater Fund) for the anticipated expenditures in the next fiscal year.

RECOMMENDATION: Approve the renewal of the contracts.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) to establish term contracts for water quality, wastewater and soil testing services with qualified licensed environmental laboratories to ensure the City is compliant with continually changing Federal, State and Local regulations.

The contracts were originally awarded on July 1, 2010 for an initial one-year term with four one-year renewal options. This renewal request is for the first of four available renewal options.

Contractor Performance

The Public Works Department rated the performance of the contracted firms on the following criteria:

- Personnel are responsive, cooperative and available
- Overall quality of products or services delivered
- Timeliness of performance
- Quality of follow-up in resolving complaints or problems
- Firm's promptness in submitting accurate invoices

In all categories, the firms received scores indicating their meeting standards established by the contract. It is the recommendation of the Public Works Department that the contracts be renewed.

All the firms agreed to renew with no increase in pricing.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B6

SUBJECT: Request approval of a project contingency increase to fund construction change orders for phase II construction of a multi-use path along the Cross-cut Canal.

DOCUMENT NAME: 20110707pwdr06 TRANSPORTATION PLANNING (1101-01) PROJECT NO. 6002441

COMMENTS: Total cost for this project contingency increase is $300,000. This will bring the original project contingency amount of $137,000 to $437,000.

PREPARED BY: Donna Rygiel, Engineering Contracts Administrator (x8520)

REVIEWED BY: Lisa Collins, Deputy Comm. Dev. Director - Planning (x8989)
Andy Goh, Deputy PW Director/City Engineer (x8896)

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (x8779)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: The original, approved funding source for this project was an American Recovery and Reinvestment Act (ARRA) grant in the amount of $500,000 and a $1.4 million local match from Tempe Transit Tax. The ARRA grant was increased from $500,000 to $1.6 million, which resulted in a $1.1 million savings in local match funds. Staff is requesting that $155,000 in local match savings be appropriated to cover a portion of this project contingency increase. The remaining $145,000 is available from funds previously appropriated for this project in Capital Improvement Fund No. 6002449, Cross-Cut Canal multi-use path.

RECOMMENDATION: Approve project contingency increase of $300,000.

ADDITIONAL INFO: This multi-use path contract connects the first phase of the Cross-cut Canal path near Evelyn Hallman Park to Mill Avenue and Tempe Town Lake. Construction of this one and a quarter mile segment is ongoing and includes a concrete surfaced path, three pedestrian bridges, an art element, landscaping, informational nodes with solar powered lighting, and other features.

The originally approved project contingency amount of $137,000 has been expended on City approved construction change orders to cover the cost of: installation of additional handrails/safety railings, vertical relocation of previously unidentified water lines in severe rock locations, and other unanticipated delays.

This $300,000 project contingency increase is for construction change orders to include additional grading and redesign required to maintain ADA accessible grades in locations with severe rock conditions, additional expenses for lighting and railing foundation due to rock conditions, power shutdown expenses due to crane clearances for bridge installation, and additional bridge decking required due to added loading requirements. These unforeseen expenses are necessary in order to bring the project to completion within its original scope.

Staff is working with CPC Construction, Inc., the awarded contractor for this project, and negotiating the final change order price CPC was originally selected based on the bidding process set forth in A.R.S. § 34-201, et seq.

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B7

SUBJECT: Request approval of a one-year contract renewal with West Coast Arborists, Inc. for tree trimming services for the downtown trees as well as various City parks and facilities.

DOCUMENT NAME: 20110707fslg03 PURCHASES 1004-01

COMMENTS: Total cost of this contract will not exceed $100,000.

PREPARED BY: Lisa Goodman, CPPB, Procurement Officer, 480-350-8533

REVIEWED BY: Jerry Hart, CPA, Deputy Financial & Technology Director-Finance, 480-350-8505
Michael Greene, CPPB, Central Services Administrator, 480-350-8205
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Deputy Public Works Director-Field Operations, 480-350-8949
Shelly Seyler, Deputy Public Works Director - Transportation, 480-350-8854
Oliver Ncube, Parks Manager, 480-350-5234
Charlie Bladine, Senior Management Assistant, 480-350-8563
Jeff Carroll, Transportation Supervisor, 480-350-5977

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (T09-041-01) Sufficient funds have been appropriated in cost centers 2551 thru 2559 (General Fund), 2511 and 2512 (Golf Fund), 3611 (Performing Arts Fund), and 3917 (Transit Fund) for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the renewal of the contract.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) for a term contract for the ongoing maintenance of trees in downtown Tempe as well as various City parks and facilities. This contract was originally awarded by Council on October 16, 2008 for an initial two year term with three on-year renewal options. This renewal request is for the second of three available renewal options.

Contractor Performance

The Public Works Department rated the performance of West Coast Arborists, Inc. on the following criteria:

- Personnel are responsive, cooperative and available
- Overall quality of products or services delivered
- Timeliness of performance
- Quality of follow-up in resolving complaints or problems
- Firm's promptness in submitting accurate invoices

In all categories, West Coast Arborists, Inc. received high scores indicating they are exceeding standards as established by the contract. It is the recommendation of the department to renew the contract.

West Coast Arborists, Inc. agreed to renew with no increase in pricing.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B8

SUBJECT: Request approval of one-year contract renewals with Central Arizona Landscape Management, Natural State Landscaping LLC, Reyes and Sons Landscaping LLC, Somerset Landscape Maintenance, Inc., and Westquip LLC for as-needed, miscellaneous landscape maintenance services.

DOCUMENT NAME: 20110707fslg02 PURCHASES (1004-01)

COMMENTS: Total costs of these contracts will not exceed $100,000.

PREPARED BY: Lisa Goodman, CPPB, Procurement Officer, 480-350-8533

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director - Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Deputy Public Works Director - Field Operations, 480-350-8949

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (T09-084-01 and T09-084-04 thru T09-084-07) Sufficient funds have been appropriated in cost center 2555(General Fund) for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the renewal of the contracts.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) to establish term contracts for as-needed miscellaneous landscaping services, including installation of plant materials, underground irrigation system and controllers, fertigation components, decomposed granite and other landscape rock materials; grading and leveling; concrete work; tree and shrub removal; and tree and shrub trimming . The City will obtain quotes from these contractors when a job is requested and evaluate the quotes on labor and material costs, hours to complete, start time for the job and estimated completion time.

These contracts were originally awarded by Council on May 28, 2009 for an initial two-year term with three one-year renewal options. This renewal request is for the first of three available renewal options.

Contractor Performance

The Public Works Department rated the performance of Central Arizona Landscape Management, Natural State Landscaping LLC, Reyes and Sons Landscaping LLC, Somerset Landscape Maintenance, Inc., and Westquip LLC (assigned from Westscape Environmental, Inc.) on the following criteria:

- Personnel are responsive, cooperative and available
- Overall quality of products or services delivered
- Timeliness of performance
- Quality of follow-up in resolving complaints or problems
- Firm's promptness in submitting accurate invoices

In all categories, the firms received score indicating their meeting standards established by the contract. It is the recommendation of the Public Works Department that the contracts be renewed. All the firms agreed to renew with no increase in pricing.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B9**

SUBJECT: Request approval of a one-year contract renewal with Symetra Life Insurance Company for Stop Loss insurance overseen by the Human Resources Department.

DOCUMENT NAME: 20110707fsta07 PURCHASES (1004-01)

COMMENTS: Total cost of this contract will not exceed $1,528,152 during the one-year contract period.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director–Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Renie Broderick, Human Resources Director, 480-350-8407
Jon O'Connor, Deputy Director - Human Resources, 480-350-8423
Lynna Soller, Employee Benefits Administrator, 480-350-2975

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (T08-183-01) For FY11/12, $1,191,000 was appropriated in the Health Fund budget to cover anticipated stop loss insurance premiums. As the actual premium amount could exceed the budgeted amount by $337,152, this potential overage would need to be covered within the Health Fund by budget savings in other areas or from the Health Fund's fund balance. However, staff is anticipating that the actual premium amount could remain within budget based on anticipated health insurance coverage changes to the population covered by the stop loss policy. For FY 10/11 the City will receive approximately $690,000 in payments from Stop Loss insurance and paid $835,386 for this coverage.

RECOMMENDATION: Approve the renewal of the contract.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) to establish a term contract for Stop Loss insurance coverage. Council originally approved the award of the contract to Symetra Life Insurance Company on July 22, 2008 for an initial two-year term with three one-year renewal options. This renewal request is for the second of three available renewal options.

Stop Loss insurance is purchased to mitigate financial risk associated with the City's self-funded medical plan.

<u>Contractor Performance</u>

Symetra Life Insurance Company was rated by the Human Resources Department on the following criteria:

Personnel are responsive, cooperative and available
Overall quality of products or services delivered
Timeliness of performance
Quality of follow-up in resolving complaints or problems
Firm's promptness in submitting accurate invoices

Overall performance by Symetra Life Insurance Company has met or exceeded standards as established by the contract.

Rate Proposal from Symetra

The rates charged on Stop Loss policies are largely determined by age/sex of a population and experience over the previous year of the policy. The City has had some major claims that the Stop Loss policy has been covering. The data gathered by the underwriter indicates that there is a high risk that their liability, based on the current population covered by the Stop Loss policy, will continue to be high.

Utilizing the current population, plan design and deduction level, the renewal received from Symetra included a cost increase of 98.02% - from $835,386 to $1,653,739. By increasing the deductible on the policy from $225,000 to $250,000 the City has been able to reduce the increase to 82.92% - from $835,386 to $1,528,152. This represents a premium increase of approximately $692,769 over the previous year.

Review by the City

Because of ongoing claims and the need for the underwriters to have as much information as possible to set rates, the final rates for FY 2011/2012 were not received from Symetra until May 27, 2011 – only a month from the end of the current contract – providing the City with little time to review and make decisions before the expiration date.

The City closely examined the increase and reviewed the possibility of rebidding for potential cost savings. After careful review, it has been determined that a rebid of the policy is not an effective strategy at this time. We have several complicating issues including; ongoing coverage for individuals that have reached the policy threshold, potential changes in the population covered if the Pre-Medicare retirees are removed from the self-funded plan, the potential for bidders to exclude current high risk individuals from the policy increasing Tempe's financial risk and the establishment of a second deductible if a new contract was issued (any build toward meeting the deductible under the short extension would be lost when a new contract was issued).

While the increase in premium is significant, the City has a greater financial risk associated with other options currently available. The total cost of this request, $1,528,152, does not include potential savings associated with changes to the current self-funded population.

Future Planning

The City is currently considering changes in the population covered by the Stop Loss policy. If Pre-Medicare retirees are removed from the self-funded plan, the cost of the Stop Loss policy will be reduced significantly – these changes are currently being discussed with Council and, if approved, are expected to be implemented in the fourth quarter of 2011.

An agreement has already been reached with Symetra to re-evaluate and adjust our rate after implementation. If the rate changes are acceptable to the City the contract will continue until the next renewal period.

The City has the right to solicit proposals and award a new contract, if financially advantageous, before the end of the contract with Symetra by giving them 30 day notification of our intent.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B10

SUBJECT: Request approval to increase the contract amount with Clearwater Engineering LLC for the maintenance of the water feature at the Tempe Center for the Arts.

DOCUMENT NAME: 20110707fslg11 PURCHASES (1004-01)

COMMENTS: The value of the increase is $10,000. If approved, the contract amount will increase from $60,000 to $70,000.

PREPARED BY: Lisa Goodman, CPPB, Procurement Officer, 480-350-8533

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director - Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8617
Don Fassinger, Cultural Facility Manager, 480-350-2881
Adrienne Richwine, Deputy Community Services Director - Library/Cultural Services
Kathy Berzins, Community Services Director, 480-350-5464

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (T09-157) Sufficient funds have been appropriated in cost center 3610 (Performing Arts Fund) for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the increase to the contract amount.

ADDITIONAL INFO: On September 17, 2009 Council approved a $60,000 contract for the maintenance of the negative edge reflecting pool water feature at the Tempe Center for the Arts. The increase to the contract amount is due to a number of unanticipated repairs to various pieces of equipment integral to the operation of the water feature.

Costs for diagnoses and/or repair of broken equipment were not included in the contract amount, but were charged on a separate time and materials basis at a quoted labor rate of $80 per hour as provided for in the contract.

The warranty period for equipment and plumbing of the water feature was for two years past the initial turnover of the building to the City. The specified period was from August 31, 2007 to August 31, 2009. Unanticipated repairs after the warranty period included:

- Equipment vault sump pump replaced – Dec 2009 - $548
- Refurbished sand filters (four 925 lb filters). Clean, add new sand, gravel, seals, etc. – Dec 2009 - $3,610
- Replaced faulty 10” check valve – Jan 2010 - $3,220
- Replaced cracked, leaking sand filter – June 2010 - $2,062
- Replaced leaking chlorine dispenser seals – July 2010 - $337
- Replaced broken, leaking 10” flange – Dec 2010 - $982
- Replaced faulty 6” check valve, 6” butterfly valve, associated flanges, seals, etc. – Jan 2011 - $2,521
- Replaced 4” check valve – March 2011 - $910

One additional cost was incurred to change the reflecting pool to a salt water system. A central component of salt water system is a chlorine generator which eliminates the need for continual addition of chlorine solids or chlorine gas to the water. The cost of the system was $3,385 and was completed in Nov 2010.

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B11**

SUBJECT: Request approval to utilize one-year State of Arizona contracts with Midway Chevrolet Isuzu, Courtesy Chevrolet, Larry Miller Toyota and Five Star Ford for the purchase of thirty-six vehicles to replace units, which are beyond their usable service life, for the Police, Public Works, Community Services and Finance & Technology departments.

DOCUMENT NAME: 20110707fsta12 PURCHASES (1004-01)

COMMENTS: The combined value of these contracts will not exceed $1,300,000 during the fiscal year beginning July 1, 2011.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director-Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Deputy Director, Public Works, 480-350-8949
Aaron Alvarado, Fleet Manager, 480-350-8344
Kevin Devery, Fleet Analyst, 480-350-8088

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director, 480-350-8504

FISCAL NOTE: (SCC090000 State of Arizona) Sufficient funds have been appropriated in the General, Highway User and Water/Wastewater Funds for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the utilization of the contracts.

ADDITIONAL INFO: The State of Arizona solicited proposals and awarded contracts to Midway Chevrolet Isuzu, Courtesy Chevrolet, Larry Miller Toyota and Five Star Ford for the purchase of light duty vehicles which contains cooperative language allowing its use by other governmental agencies.

The State of Arizona utilized a competitive bid process that established pricing based on purchase volumes anticipated for the State and other utilizing governmental agencies. The quantity of vehicles purchased under the State contract far exceeds the number of vehicles that would be purchased individually by any utilizing entity thereby leveraging cost savings for the City.

<u>Method for Vehicle Selection</u>

Fleet Services matches vehicle inventory against an established criteria (age, mileage, repair record, etc.) to see if vehicles are candidates for replacement. Subsequent to the analysis, meetings are held with departments to verify the need for vehicle replacement, possible replacement with a smaller, more fuel efficient vehicle or elimination of the vehicle from the fleet. Only requests for replacement vehicles that have made it through this process are budgeted for the individual departments.

Budgeted Vehicles

It is expected that the contracts will be utilized for the purchase of the following vehicles which have been budgeted in the current fiscal year:

Class of Vehicle	Quantity to Purchase
Sedan	1
Truck/Pickup	15
SUV	17
Vans	3

Department	Quantity of Vehicles	Estimated Cost
*Police	22	$842,500
Social Services	1	$ 28,000
Parks	4	$164,000
Fleet	3	$ 95,000
Custodial	2	$ 50,000
Customer Service	3	$ 85,500
Transportation Operations	1	$ 35,000

When available and applicable, vehicles purchased will be "Flex-Fuel" to allow for the utilization of E85 fuel (85% ethanol/15% unleaded).

**Of the 22 Police vehicles, 10 are undercover units. Because of the unique nature of the operational needs of the Police Department with these units, staff is asking for the flexibility to further study and consider alternative instruments to procure including lease purchase or other strategies that may be in the best financial interest of the city.*

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B12**

SUBJECT: Request approval to award a 15-month lease contract for 120 used golf cars to Yamaha Motor Corporation, U.S.A., for use at Ken McDonald and Rolling Hills Golf Courses as requested by the Public Works Department.

DOCUMENT NAME: 20110707fsmg13 PURCHASES (1004-01)

COMMENTS: Total cost of this contract will not exceed $144,000 over the 15-month lease.

PREPARED BY: Michael Greene, C.P.M., Central Services Administrator, 480-350-8516

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director - Finance, 480-350-8505
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Public Works Deputy Director – Field Operations, 480-350-8949
Aaron Alvarado, Fleet Director, 480-350-8344
Kevin Devery, Fleet Analyst, 480-350-8088

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: Sufficient funds have been appropriated in the City's Golf Fund for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: This lease represents the remaining 15 months from the original golf car lease established by the former golf professional concessionaire at Ken McDonald and Rolling Hills Golf Courses. Due to the early termination of the golf contract, the City is negotiating with Yamaha to pick up the remaining lease term for the existing golf cars. Due to unique circumstances surrounding this contract transition, the award of this contract is being made under the City's limited source procurement procedures.

The City and Yamaha have jointly completed a thorough inspection of the golf cars. As a condition of the City's decision to assume this lease, Yamaha through their local agent, Desert Golf Cars, will bring the units up to satisfactory operating condition at no additional cost to the City.

Going forward, as part of a new business model, staff will be reviewing the issue of refreshing the fleet every four years – as has been the practice – to a longer interval through a lease purchase instrument which would allow the City to own the fleet outright, generate additional income and re-direct those funds toward capital improvements at the courses.

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B13

SUBJECT: Request approval of a three-year contract with four one-year renewal options to CHC Wellness for a wellness program to be offered to City employees, coordinated through the wellness committee, and overseen by the Human Resources Department.

DOCUMENT NAME: 20110707fsta01 PURCHASES (1004-01)

COMMENTS: Total cost of this contract will not exceed $750,000 during the initial three-year contract period beginning July 1, 2011.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director–Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Renie Broderick, Human Resources Director, 480-350-8407
Jon O'Connor, Deputy Director - Human Resources, 480-350-8423
Lynna Soller, Employee Benefits Administrator, 480-350-2975

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (RFP 11-138) Sufficient funds will be appropriated in Health Fund cost center 4167 for the anticipated expenditures in the upcoming fiscal year. The contract amount includes the following annual services previously paid separately by the City: Employee Biometric Screenings $53,000, Health Risk Assessments (HRAs) $12,000, On Site Wellness Program $86,000 and some aspects of Disease Management $45,000. The remaining annual $54,000 will be for enhanced components of the Wellness Program as outlined below under Tentative Plan Design.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Background Information

The City of Tempe issued a Request for Proposal (RFP) to establish a term contract for a wellness provider to assist the wellness committee and Human Resources with the development of a wellness program designed to improve the health of City employees and reduce the overall cost of the City's self-funded medical program.

Evaluation Process

Twelve (12) responses were received and scored by a committee including members of the six-sided partnership, Human Resources and Procurement staff.

The scoring criteria included (subcategories carry equal weight):

Award Criteria			Weight	%
1	Cost		7	26
	A	Cost of base program		
	B	Pricing schedule for future years		
	C	Biometric Testing and HRA		
	D	Performance guarantee		
	E	Cost of optional services		
2	Ability to meet the required needs of the City of Tempe		7	26
	A	Elements included as part of base program		
	B	Plans' ability to address departmental needs		
	C	Implementation timeline		
	D	Quality of publications, HRA, marketing materials . . .		
	E	Suitability of program to the City		
	F	Optional elements offered		
3	Qualifications of firm		6	22
	A	Experience of firm		
	B	Track record of successful programs		
	C	Qualifications/experience of staff		
	D	References		
4	Support		5	19
	A	Management services provided		
	B	Reporting		
	C	Ability to address problems in program		
5	Overall response to RFP		2	7
	A	Quality, composition and completeness		
	B	Acceptance of terms and conditions		
	C	Acceptability of vendor contract		
6	Interview/presentation		6	
	A	Content and quality of presentation		
	B	Topics covered are in line with desired program		
	C	Ability to provide answers to questions		
	D	Overall organizational fit with Tempe		

The results of the evaluation process are:

Scoring based on submitted data:

Firm	Score
US Preventative Medicine	227.66
Viridian Health Management	224.72
Onlife Health	224.72
CHC Wellness	220.87
CIGNA	216.65
Principal Wellness Company	200.60
Meritian Health	185.68
Total Wellness	184.40
Wellness Council of Arizona	174.14
Wellness Coaches USA	172.85
Total Well Being	170.53
Mayo Clinic Health Solutions	152.81

The four top scoring firms were invited to provide a presentation before the review committee outlining their program.

Scoring after interview:

Firm	Final Score
CHC Wellness	280.87
Viridian Health Management	275.27
US Preventive Medicine	275.06
Onlife Health	261.62

Tentative Plan Design

Since the City does not currently have a wellness program in place, it was decided to establish the initial contract period at three years to allow CHC Wellness the time necessary to design, create incentives, market and implement a program for the City. The City does have the right to end the program with 30 days' notice, if necessary.

The base program, initially offered to employees only, may include elements such as biometric screening, health risk assessment, participant on-line health portals with customized reports, incentive tracking, unlimited inbound telephonic health coaching, over 500 e-learning courses, branding of program, marketing materials, steps program, weight management program, stress management program, fitness challenges, smoking cessation program, nutrition program, on-site seminars, etc. The wellness committee and Human Resources will work with CHC Wellness to tailor a program that best fits the needs of the City and provides for health improvements, reduced absenteeism and strives to reduce the costs of the City's self-funded health plan. If the initial offering to employees proves successful, the program may be extended, in future years, to dependents and retirees.

The program is made up of many variables that will influence the overall cost of the program. Human Resources will insure a program design that will not exceed funding available for the program.

Recommendation

It is the recommendation of the committee to award a contract to the overall high scorer – CHC Wellness.

The rate schedule, based on a per participant cost, includes a fixed rate schedule for the initial three years and a maximum rate increase of 2% for successive years of the contract.

Vendor's Offer

Form 201-B (RFP)

Return this Section with your Response

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: CHC Wellness

Company Mailing Address: 2575 East Camelback Rd., Suite 450

City: Phoenix State: AZ Zip:85016

Contact Person: Steve Nevrla Title: Regional Director

Phone No.: 480.241.0115 FAX: 847.437.2770 E-mail: snevrla@chcw.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 20650089 or

Arizona Use Tax No.:_____

Federal I.D. No.: 52-2402054

City & State Where Sales Tax is Paid: N/A

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:_____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Steve Nevrla
Title of Authorized Individual (TYPE OR PRINT IN INK) Regional Director

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ 2.28.2011

Signature of Authorized Offeror **Date**

(H:/RFP 3-2008)

Questionnaire

Return this Section with your Response

Respondents shall provide answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder in response to the RFP.

General

1. Please provide the address of your corporate headquarters.
   CHC Wellness
   5440 Cumberland Ave.
   Suite 225
   Chicago, IL 60656

2. Please provide the address of the office that will support the City of Tempe if awarded.

   CHC Wellness
   2575 East Camelback Rd., Suite 450
   Phoenix, AZ 85016

3. Provide contact information for the account representative and an alternate contact if they are not available – name, phone, cell phone and e-mail.

   Steve Nevrla
   Arizona Regional Director
   719.241.0115
   snevrla@chcw.com

   Tom Ciccotti
   Sr. VP of Sales
   708.667.2046
   tciccotti@chcw.com

   Dana (Parker) Malstaff
   Senior Account Manager/Marketing Director
   708.667.2036
   dparker@chcw.com

   Woody Bedell
   Sr. Health and Productivity Strategist
   847.242.3002
   wbedell@chcw.com

Cost

4. Are any quoted prices contingent on a minimum enrollment?

   No, the quoted prices are on a per participant basis. We believe that our experience in marketing to the diverse population of an organization such as the City of Tempe, will result in a high participation rate and provide the City the ability to reduce medical costs and future medical trends as well as improve the health and the productivity of their employees.

5. Please describe your philosophy in quantifying and communicating a return on investment (ROI) for the City of Tempe.

   Since a universal standard for measuring and evaluating ROI does not exist, CHC Wellness prefers to utilize a Claims Analysis to show true cost movement within the organization and Success Metrics to prove that the CHC Wellness programs are having a positive impact on the health of the organization.

   After the City has been with CHC for two years we will provide an ROI analysis based on actual medical claims and provide an actuarial analysis that will determine medical claims savings between participant and non-participant groups. This retrospective analysis will provide the City with a "hard" dollars savings perspective on the programs provided by CHC. Please see the Attached Appendix 3 entitled "CHC White Paper" as an example of our work. If the City is interested, we would be honored to work with you in this manner, at no cost to you.

6. It is preferred that the initial three-year contract period is to be a fixed cost.

   Will you fix the cost of the initial three year program? Yes __X__

7. Will you guarantee a fixed pricing schedule or a "not to exceed" percentage increase for future years of the contact? Please provide complete details of the price schedule you are proposing for the 10 year potential contract cycle.

   If you would like us to guarantee a rate ceiling on our standard program, we will lock into a 2% per year increase. Please see the chart below:

Year 1	$195 per participant
Year 2	$195 per participant
Year 3	$195 per participant
Year 4	$198.90 per participant
Year 5	$202.88 per participant
Year 6	$206.94 per participant
Year 7	$211.07 per participant
Year 8	$215.30 per participant
Year 9	$219.60 per participant
Year 10	$223.99 per participant

8. What performance guarantees are you willing to implement. Will you tie your performance to guaranteed reductions of the City claims costs? Will you tie you performance to a reduction of risk factors? Please provide a list by line items of guarantees and the amount your company is willing to put at risk for each guarantee.

   CHC does not tie performance guarantees to reductions in claims costs or risk factors. Please see the following chart for areas in which performance guarantees can be provided:

Component	Description of Performance Guarantee	Methodology of how Performance Guarantee is Measured	Percent of Fees at risk
Participant Survey			
Overall Screening Experience	Participant's survey is offered when participant's log-in to view their results online.	Survey is measured from 1-4, Poor to Excellent. We must have an average global score of 3	2%
Overall Phlebotomist Experience	Participant's survey is offered when participant's log-in to view their results online.	Survey is measured from 1-4, Poor to Excellent. We must have an average global score of 3	2%
Onsite Process Flow	Participant's survey is offered when participant's log-in to view their results online.	Survey is measured from 1-4, Poor to Excellent. We must have an average global score of 3	2%
Registration Process	Participant's survey is offered when participant's log-in to view their results online.	Survey is measured from 1-4, Poor to Excellent. We must have an average global score of 3	2%
Timeliness			
Timeliness of Phlebotomy Staff	Phlebotomist arrival time at onsite wellness screening(s).	Must arrive thirty minutes before actual screening start time	1%
Results Post Screening			
Aggregate Company Results	CHC Wellness presentation of overall aggregate results	Must be available to client group within 30 days of the remote screening end date.	1%
			Total 10%

Ability to meet or exceed the required needs of the City

9. What elements will be included in your base program?

We recommend implementing our Proactive Solution to meet your requirements and needs in regards to wellness. This solution provides the following services:

- HRA – The University of Michigan's HRA with the addition of clinical questionnaires for conditions such as Stress, Anxiety, Sleep Disorders & Depression
- Full Venipuncture Biometric Screening with 37 standard tests
- Custom Marketing Materials
- Full Service Sign Up (multilingual via phone, web or hardcopy documents)
- Participant Health Portals
- Company Health Portal
- Over 500 E-Learning Courses
- Unlimited Inbound Telephonic Health Coaching
- Online Health Coaching Modules
- Online Participation-based Incentive Tracking
- Health Standards Incentive Tracking
- Integration of the two Incentive Models
- Discounts to 4,000 gyms in the nationwide Globalfit Network

- Ad Hoc Incentive Capabilities
- Branding of Wellness Program/Creation of Wellness Logo, for examples of our work see Appendix 9 entitled "Wellness Program Logo Design"
- Claims Integration and Reporting
- Outbound Health Coach Calls to High Risk Participants
- Outbound Mental Health Calls to High Anxiety and Depression Cases

9. What is included and what test are performed as part of your on-site biometric screening?

CHC Wellness' comprehensive 37 test screening will provide awareness of risk factors such as heart disease, diabetes, liver and kidney function, cancer, blood count readings and many others. We also have the availability of up to 12 additional /optional tests that can administered as well. Our screenings evaluate the presence of metabolic syndrome risk factors and we report on the number of employees that face this serious health issue. Each and every screening is reviewed by one of our medical directors and appropriate action is taken in the case of critical issues that are identified by the comprehensive tests. So, even if the employee does not have a personal physician, the results of the tests are reviewed by a physician and any appropriate action is taken as necessary. We have identified serious health issues in individuals who had no symptoms or even any idea that something was wrong. Not only is this important monetarily, it can make a huge difference in the individual life and their family's life by identifying health conditions early so they can be treated.

CHC Wellness administers these tests through a full venipuncture blood draw performed by our certified phlebotomy employees. We also offer a remote screening option in which participants can visit one of the over 1600 partner lab facilities nationwide to complete their blood work. Each and every screening is reviewed by one of our medical directors and appropriate action is taken in critical cases. CHC Wellness will also forward a copy of the participant's results to their personal physician(s), at their request, for no additional cost. Results are available 2 to 3 days after the screening is performed via our web portals.

Standard Biometric Screening Tests

Chem-Screen Profile:

- Glucose
- Chloride
- BUN/Creatinine Ratio
- Calcium
- Calculated Globulin
- Direct Bilirubin
- AST
- Iron
- Sodium
- Urea Nitrogen
- Uric Acid
- Total Protein
- A/G Ratio
- Alkaline Phosphatase
- ALT
- Carbon Dioxide
- Potassium
- Creatinine
- Phosphorus
- Albumin
- Total Bilirubin
- GGT
- LD

Coronary Risk Assessment:

- Triglycerides
- LDL Cholesterol
- Total Cholesterol
- Cholesterol/HDL Ratio
- HDL Cholesterol

Complete Blood Count:

- White Blood Cells
- Hematocrit
- MCHC
- Red Blood Cells
- MCV
- RDW
- Hemoglobin
- MCH
- Platelet Count

Other Included Components:

Blood Pressure – every participant will have their blood pressure taken during the on-site screening.

Optional Blood Tests***		
TSH:	Tests for Thyroid disorder	$42
PSA:	Early detection of prostate cancer for Men	$39
Homocysteine:	Elevated levels are a risk for both Heart Disease and Alzheimer's Disease	$54
H. Pylori:	Test detects the level of the stomach bacteria, H. Pylori	$41
Cardio C:	A very sensitive test that measures inflammation within the arteries	$39
VAP:	Analysis of cholesterol subclasses which increases heart disease detection by 40-90%	$99
Hemoglobin A1c:	Estimates the amount of glucose in an individual over the last 3 months.	$34
Blood Type:	Determines your ABO blood type and Rh factor	$25
Vitamin D:	Test for Vitamin D deficiency	$40
Testosterone:	Measures the amount of male hormone androgen	$42
B12 & Folate:	Tests B12 and Folate levels. Can cause depression, irritability and other symptoms	$42
Gluten Allergy:	Determines gluten specific allergy	$29
Nicotine:	Measure the level of nicotine and cotinine in the blood –smokers/non-smoker status	$40

***Optional tests are typically paid for by participant at the time of service. Client may cover at lower negotiated rate.

10. What optional services will you offer that will complement the program you propose – provide costs on the included price sheet. The City may or may not choose to include all elements proposed in the wellness program.

    Optional biometric screening blood tests (see table labeled Optional Blood Tests above)
    Walking Program – including #1 rated Omron pedometer, USB data uploads, team competitions, virtual maps, tracks steps taken, aerobic steps taken, calories burned
    Weight Management Program – online services included in the standard health coaching offering, onsite program available at additional cost
    Smoking Cessation Program – online services included in the standard health coaching offering, onsite program available at additional cost
    Nutrition Program – online services included in the standard health coaching offering, onsite program available at additional cost
    Fully Integrated Employee Assistance Program (EAP)
    Fully Integrated Disease Management Program (DM)

11. Provide an overview of the program you propose for the City of Tempe.

Essential Wellness Solution Components

1. 3-Year Wellness Plan:

CHCW is not a once a year screening company. As wellness experts, CHCW knows that corporate wellness does not happen overnight. CHCW will work with your management team to map out an ongoing plan to achieve your wellness goals over the next 3 years. Our goal is to partner with the City of Tempe to set and achieve the key benchmarks necessary for an effective wellness program. Knowing that every organization is unique, we work to understand your cultural dynamic and its specific needs.

The first step in creating a successful wellness solution will be assessing your organization's demography and tailoring a wellness solution based on those needs. All material including sign-up forms, marketing pieces and Health Risk Assessments (HRAs) are available in electronic or hardcopy format. CHCW also has multilingual capabilities in the areas of marketing and sign up material, HRA's, and phlebotomists. This flexibility ensures that we are able to construct a program that will be simple and efficient for all participants.

A critical component of the CHCW solution will be reviewing incentive options in order to select the method that will drive participation and best fit your organization's culture. The importance of participating must be stressed from the top-down and a culture change must be established.

Studies have shown that the best way to optimize a return on your wellness program is to keep your healthy people healthy. The foundation of CHCW's program is assisting individuals in making healthy lifestyle changes. CHCW will implement programs to assist the unhealthy members of your employee population, while simultaneously supporting the healthy participants in maintaining their good health.

2. The Biometric Screening:

The comprehensive 37 test screening will provide awareness of risk factors such as heart disease, diabetes, liver and kidney function, cancers, blood count readings and many others. CHCW's certified phlebotomists will perform the blood draw and take blood pressure readings. Optional tests are also available, per participant request.

On-site biometric screenings can be held at your preferred location(s). If the goal of your management team is to lower healthcare costs and improve employee productivity, then a focus on high participation will be critical for gathering the data needed to ensure a representative sample and to make informed wellness decisions.

Remote Screening:

Included at no cost is CHCW's remote screening option, in which participants can visit one of the 1,600 partner lab facilities nationwide to complete their blood work. This ensures that the blood work testing is completed by trained professionals and the human error associated with individual self-tests are

avoided. Participants do not need to schedule an appointment before visiting any of these labs and many have Saturday hours.

The remote screening option is ideal for: employees who cannot attend the on-site screening, traveling employees, spouses (if eligible to participate) and smaller satellite locations. Individuals who participate in the remote option will receive the same results packet, both online and in the mail, as a participant that takes part in an on-site screening. Additionally, the data gathered for remote screening participants will be included in the aggregate company report, just as if they had participated in an on-site screening.

Involving the Participant's Physician:

Included at no cost, CHCW will forward a copy of the participant's lab results to their personal physician! CHCW is not looking to replace a patient's relationship with their physician, but rather enhance that relationship. Since a majority of people do not complete their recommended annual visit with their personal physician, the CHCW program provides a convenient way for individuals to gather the important biometric data they are missing. If the participant provides their personal physician's full name and mailing address, CHCW will mail a copy of the participant's lab results to that physician at no cost. The feedback CHCW receives from physicians has been very positive, since the biometric data puts them in the best position possible to effectively treat and manage the health of their patients. CHCW has also added the option of emailing your lab results to your personal physician from the participant's individual web portal.

3. Health Risk Assessment (HRA):

The validity of a tool is as important as the tool itself. Without a valid, proven HRA, the results coming from it mean nothing. For this reason, CHCW has chosen to use the HRA developed and maintained by the University of Michigan's Health Management Resource Center (HMRC). The HRA is constantly evaluated and updated to be an accurate tool for reporting risk and cost. CHCW has added some clinical questions to ensure accurate biometric ranges. This HRA can be taken online, on CHCW provided laptops during the on-site screening or in paper format. The HRA is available in English, Spanish and Polish in each of the formats previously mentioned.

*NOTE: Your management team has the option of adding up to 5 additional questions to the HRA. This customization will allow additional drill-down within the aggregate results (see aggregate reporting section P.4)

4. Account Management:

Your management team will have a dedicated Account Manager who will assist in the development and implementation of the wellness program. The Account Management team is overseen by the Senior Account Manager who ensures that all of your organization's requests are accommodated in an efficient and timely manner.

The CHC Wellness Account Management team is designed to maximize client relationships by effectively facilitating a sustainable long term wellness strategy that is unique to each client. The Account Manager remains in contact with the client for all day to day items, such as providing customized marketing material participation updates, quarterly reviews and ongoing maintenance.

5. Customized Marketing:

CHCW can work with your management team to brand your wellness initiative. If desired, a logo and slogan for the wellness initiative will be created to enable employees to identify your organization's unique program. The CHC Wellness marketing department will not only help select an appropriate slogan, but will also create several mock-up options and work with your management team in order to create a logo that matches your culture.

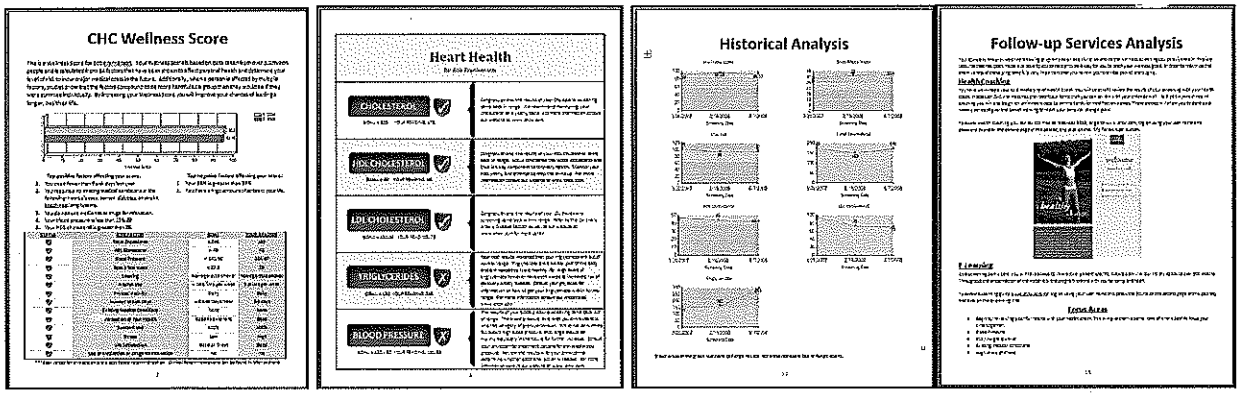
An initial introduction of the wellness initiative will be made to employees. A customized program timeline will be developed and include the following components: program launch date, customized marketing distribution deadlines, date for aggregate report review and implementation of targeted follow-up programs.

Wellness Screening Marketing:
Ideally, clients schedule their on-site wellness screening at least 6-7 weeks in advance of the desired screening date. This gives ample time for "Save the Date" flyers and newsletter articles to be distributed introducing the importance of preventive screenings and corporate wellness before the initial marketing is distributed. CHC Wellness understands that this amount of forward planning is not always available and is, therefore, always flexible to accommodate more restricted timelines.

Throughout the Year Wellness Program Marketing:
Your dedicated Account Manager will create customize marketing material to promote the wellness program throughout the year, in regards to all resources available as well as corresponding incentives.

6. Employee Results:

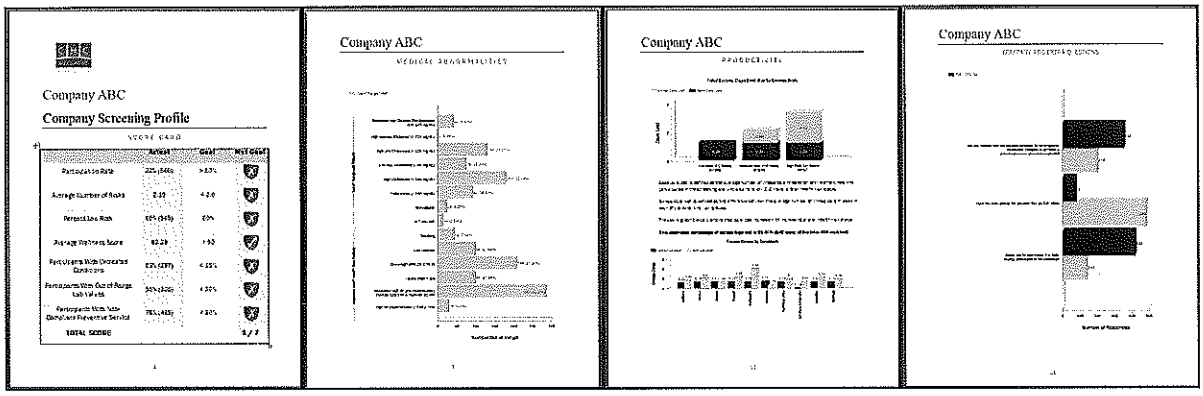
Each participant will receive an easy-to-read summary of their screening including, biometric test results, explanations, a CHC WellnessScore, trending information, and unlimited access to their own personal health portal on our website. Complete access to www.chcw.com allows the participants to review their confidential results and access to additional health resources such as health coaching and e-learning. Participant wellness results are kept indefinitely on the CHCW website.



7. Aggregate Reporting & Company Profile:

Following the screenings, CHC Wellness will meet with your management team to review the aggregate results of the screening and highlight problem areas that can be addressed to lower claims costs and increase productivity. No single metric is enough to get a complete picture of the health of your population, so we provide several evaluation methods. These include perception of health, HRA results, cost and productivity estimates, consumer healthcare choices, and the CHC WellnessScore. Together these metrics can provide the knowledge base needed to make informed health decisions.

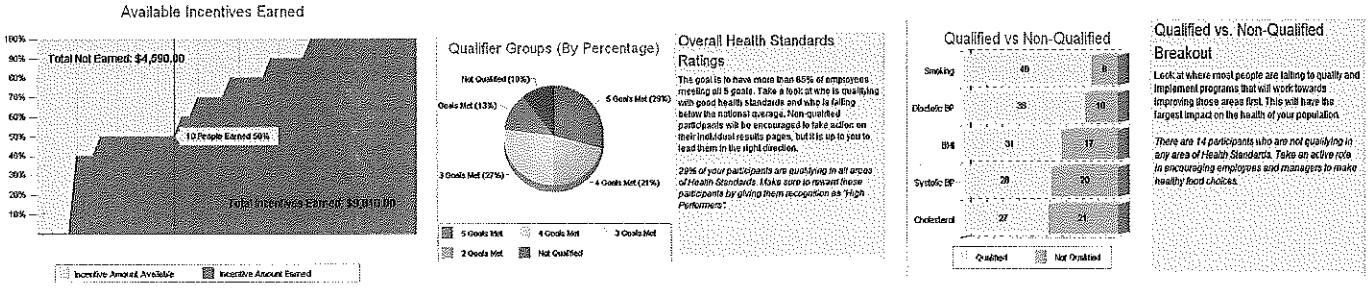
With our years of knowledge and industry experience, a CHC Wellness advisor will help your organization build a "platinum level" wellness program.



8. Incentive Tracking:

One of the most important factors in building a successful wellness initiative is engagement. Research has proven that the only way to sustain engagement in wellness programs and establish long-term, positive behavior change is through the use of incentives.

Organizations have long found the creation and maintenance of these incentives programs to be a difficult and tedious task. While organizations clearly understand and support the use of incentives, it is commonly the task of maintaining and tracking these incentives that deters organizations from implementing them. In an effort to take the guess work and frustration out of this task, CHC Wellness has assembled two full service incentive tracking options. Each of these solutions is designed to assist in administering a meaningful financial incentive; most notably a premium differential attached to a health insurance plan.



Option #1: Participation Model **(We recommended starting with this option)**

Summary: This incentive model is designed to offer motivation for employees and spouses to participate in comprehensive wellness screenings and continue to take part in multiple follow up programs throughout the rest of the year.

Details: Employees can earn points for participating in programs and a maximum number of points is established each quarter. By only allowing participants to accumulate a certain number of points per quarter, year-long engagement can be ensured. Once a participant reaches the "goal" for points, the incentive is earned. Multiple goal levels can be set with each level of engagement having a greater incentive.

Option #2: Health Standard Program **(Safeway Program)**

Summary: The health standard program provides an incentive for employees to achieve a certain benchmark in four medical assessments which are proven to correlate to excess medical costs. Portions of the incentive are earned for each of the four measurements. Employees can also earn certain portions of the incentive for year-to-year improvement if the standard is not met.

Details: Employees can earn a percentage of the total incentive for each of four health standards; smoking, body mass index, blood pressure and cholesterol. Participants will earn a portion of the incentive for the goals met as long as at least 40% of the goal is reached. CHC Wellness will provide a list of the discount amounts or rewards only, to ensure HIPAA compliance. If it is medically inadvisable or unreasonably difficult due to a medical condition for any participant to reach a goal, a reasonable alternative will be provided to them.

Follow-Up Options

- **E-learning** – Participant engagement is automatically tracked with the CHCW Incentive Tracking platform
  Included with our Technology, Best Practices, Proactive and Premier Solutions, every screening participant will have unlimited access for an entire year to interactive, online tutorials. Our library contains over 500 lessons, so there is something for everyone. Throughout the presentation of the materials, the program checks with the participant for comprehension. This will ensure that if the participant needs education on a subject (controlling cholesterol levels or diabetes for example) they not only get the information, but develop an understanding of the material.

- **Standard Health Coaching** – Participant engagement is automatically tracked with the CHCW Incentive Tracking platform
  Included with our Technology, Best Practices, Proactive and Premier Solutions, ***unlimited inbound access for an entire year***, via the phone or internet, to a Health Coach for behavior modification, education, and referrals in the areas of:
  - Nutrition management
  - Weight management
  - Fitness and exercise
  - Chronic condition management: (high cholesterol, high blood pressure, diabetes, etc.)
  - Stress management
  - Pre/Post-natal care
  - Smoking cessation
  - Complementary care: (chiropractic, yoga, acupuncture, massage)

Unlimited access for an entire year to the wellness coaching portion of the website, this includes a proprietary Online Weight Management Program, Smoking Cessation Program and Walking Program as well as other educational information. Instant messaging, telephonic access and secure e-mail access with health coaches for privacy.

Follow up surveys to determine level of engagement and behavior change including follow-ups after 1 month, 6 months and 12 months to assess effectiveness.

Free Educational Materials as determined by the Health Coach

Discount memberships to 2000+ gyms in the nationwide Globalfit gym network

- **Outbound Health Coaching** – Participant engagement is automatically tracked with the CHCW Incentive Tracking platform

  Included with our Proactive and Premier Solutions, includes everything offered in the standard coaching arrangement plus the following…

  Every employee that receives a wellness score under 80 will be added to the CHC Wellness High Risk Intervention Plan. These employees will each receive the following unless they opt out:
  - E-Mail primer to let the employee know to expect the outreach and why
  - Initial phone call to review their results and to set up an action plan
  - 3 month follow up call to track progress and check in
  - 6 month follow up call to track progress and check in
  - 6 month e-mail survey assessing the program and the level of change accomplished
  - 9 month follow up call to track progress and check in
  - 12 month e-mail survey assessing the program and the level of change accomplished
  - Unlimited inbound calling/emails/instant messages for the entire year.

Integrated Support Programs

- **Walking Program** – Participant engagement is automatically tracked with the CHCW Incentive Tracking platform

  Cost: $70 per participant + $10 set-up per eligible employee (Annually)

  12 months of unlimited use of the program, you can offer as many contests as you like….

  While walking is a part of our everyday life, most people are unaware that simply increasing the distance they walk can have a big impact on their health. The CHC Wellness Corporate Walking Program will motivate employees to be more active, help build camaraderie and solidify a healthy corporate culture that can lead to lower health care cost.
  - Omron **USB Pedometers** for each participant
  - Download **How-to Documents** to help get you started
  - **Set-up Teams** or have CHC Wellness randomly select teams for you
  - Utilize **Online Tracking & Reporting** to view real time contest updates
  - Download **Weekly Fitness Tips** and goal setting flyers
  - **Generate Result Graphs** to include in marketing
  - Employees will be able to **Log Steps Anywhere** through the CHC Wellness web portal

- **Weight Management** – Participant engagement is automatically tracked with the CHCW Incentive Tracking platform

  Cost:
  - 8 week program, *$250 setup fee + $28 per participant
  - 12 week program, *$350 setup fee + $35 per participant
  - Online Only, $250 setup fee + $10 per participant

  *Note: Onetime fee per program for each location or shift

  Help motivate your employees to shed those unwanted pounds!
  - Download **How-to Documents** to help get you started
  - **Set-up teams** or have CHC Wellness randomly select teams for you
  - **Biweekly Onsite Weigh-ins** conducted by CHC Wellness
  - Utilize **Online Tracking and Reporting** to view real time contest updates
  - Download **Weekly Fitness Tips** and goal setting flyers
  - **Generate Result Graphs** to include in marketing

12. Provide an implementation timeline for your program – award of contract is expected in Mid May with an effective start date of July 1, 2011.

    See Appendix 4 entitled "City of Tempe Wellness Program Timeline"

13. How do you intend to reach the diverse departments that make up the City?

    This is a key part of the CHC Wellness process to ensure high participation. Material content and format will be customized to the needs of the City of Tempe's diverse employee population. CHC's Account Management team handles all aspects of the communication process and the City of Tempe will only be asked to help distribute information to the eligible employees. Everything from email marketing campaigns to paycheck stuffers, posters and company intranet material can be provided. Material is typically provided weekly, but can be adjusted to the City's desired frequency.

    We offer remote screenings, at no additional cost, through the over 1600 locations nationwide of our lab partner which gives increased access to our screening services and is a great way to include spouses, dependents and employees such as police and fire department personnel who have varied and difficult schedules.

    We will promote the screenings and wellness programs to the spouses of employees to drive participation as well. Many times spouses can dictate whether the tougher blue collar segment of the employee population will participate. We will send them information about the benefits of the CHC Wellness program and the incentives that can be achieved.

    We deliver marketing material that explains the privacy of the tests, the fact that the information will be private and complies with HIPAA, HITECH and GINA and that any information delivered, in aggregate, to the employer will not identify any employee, nor will it connect any results with any particular employee.

    We will offer flexible screening times to increase access to the varying departments and will work to include employees of all shifts in our screenings.

    We endeavor to change the culture of an organization and we engage the directors, supervisors and other top management individuals to drive participation among the different groups of employees. In the past, we have

worked in conjunction with Chiefs of Police and/or Fire Department Chiefs, as well as supervisors of Public Works to drive participation. Some of them have even tied engagement to performance reviews.

We will work with the City of Tempe to map out an incentive program that will result in high participation among its employees. We will help promote success stories within the population so that non-participants see their peers succeeding in managing their health and will desire to get involved in the future.

14. Provide samples of your HRA and information on its availability in paper form and web based.

    CHC Wellness' HRA is validated risk to cost and is based on over 30 years of research by the University of Michigan's Health Management Research Center. We have added proprietary questions in regards to Stress, Depression, ADHD, etc. to the University of Michigan's HRA. It is available in multi-lingual format (English, Spanish and Polish) and is made available to participants in three ways: online, hardcopy paper and via laptop notebooks at time of biometric screening.

    We also give our clients the opportunity to add up to five custom questions to the HRA. It gives you the opportunity to poll your employee population on different matters. One approach we recommend for a diverse employee population such as yours, is to ask questions to stratify employees by department and/or role within the organization. We, then, can report on these different stratified populations and direct the appropriate program response to those who will benefit from it.

    See Appendix 5 entitled "CHC Wellness HRA Sample"

15. Provide samples of your marketing materials, program materials, incentive programs, etc.

    Please see Appendix 6 entitled "Sample Promotional and Incentive Materials"

16. In regard to Wellness incentives, do you believe in the Carrot or Stick approach? Please provide examples of incentives recommended and/or utilized by your firm.

    CHC Wellness believes in incentives that drive employees to participate in a wellness program at a high rate. We believe in the carrot approach. Wellness is much more effective when it is seen as being done "for" the employee, not "to" them. We carefully craft the message in our marketing material that makes this clear to the employees. We make sure they know that their data will not be shared with anyone else. We let them know that "your personal health data is your data". The carrier and the employer will not receive their personal health information. We also let them know that, you, as the employer, recognize that healthy employees are better, and more productive, employees and that the wellness program is designed to benefit them. By crafting this message carefully and intentionally, the financial incentive that you offer will serve as an additional motivator for the employees (and spouses) to participate at a high rate.

    In our experience, the most effective incentive to drive high participation rates is the insurance premium incentive, which you have chosen. We encourage our clients to incentivize their employees to participate in wellness. If the employer wishes to provide incentives based on health metrics, we can work with you to craft an approach that will not reduce participation and will still be seen as a program "for" the employee, not "to" them. It has been our experience that employees, once engaged in a quality wellness program that produces change and results, will become self-motivated to continue to pursue wellness on their own. We want to encourage that participation aspect each and every year. It is our goal to provide a platinum level wellness program for your employees and participants, not to enforce a rigid regimen on them. We recommend that the City of Tempe offer incentives to those participating in the screenings and the accompanying follow up programs, thus driving a high rate of participation. Through our incentive tracking program, we will track those individuals who qualify for the incentive and those that do not.

Option #1: Participation Model **(Recommended starting option)**

Summary: This incentive model is designed to offer motivation for employees and spouses to participate in comprehensive wellness screenings and continue to take part in multiple follow up programs throughout the rest of the year.

Details: Employees can earn points for participating in programs and a maximum number of points is established each quarter. By only allowing participants to accumulate a certain number of points per quarter, year-long engagement can be ensured. Once a participant reaches the "goal" for points, the incentive is earned. Multiple goal levels can be set with each level of engagement having a greater incentive.

Option #2: Health Standard Program **(Can be implemented for a Compliance Model)**

Summary: The health standard program provides an incentive for employees to achieve a certain benchmark in four medical assessments which are proven to correlate to excess medical costs. Portions of the incentive are earned for each of the four measurements. Employees can also earn certain portions of the incentive for year-to-year improvement if the standard is not met.

Details: Employees can earn a percentage of the total incentive for each of four health standards; smoking, body mass index, blood pressure and cholesterol. Participants will earn a portion of the incentive for the goals met as long as at least 40% of the goal is reached. CHC Wellness will provide a list of the discount amounts or rewards only, to ensure HIPAA compliance. If it is medically inadvisable or unreasonably difficult due to a medical condition for any participant to reach a goal, a reasonable alternative will be provided to them.

17. Describe your methodology for intervening with high risk participants. How are they approached? How are they managed on an ongoing basis? Do you use an opt-in or opt-out approach?

    Every participant that receives a wellness score under 80 will be added to the CHC Wellness High Risk Intervention Plan. These participants will each receive the following services unless they choose to opt out:
    - Email primer to let the employee know to expect the outreach and why
    - Initial phone call to review their results and to set up an action plan
    - 3 month follow up call to track progress and check in
    - 6 month follow up call to track progress and check in
    - 6 month e-mail survey assessing the program and the level of change accomplished
    - 9 month follow up call to track progress and check in
    - 12 month e-mail survey assessing the program and the level of change accomplished
    - Unlimited inbound calling/e-mails/instant messages for the entire year

Qualifications

18. Describe your company and its history.

    CHC was founded in 2003 by a group of physicians who asked themselves "what would I test for in a patient that hadn't been to a physician in several years?" The goal was to work with individual patients to provide a greater awareness of their personal health and empower them with the information to make better health decisions. For this reason, CHC provided a full venipuncture screening consisting of 37 different tests (a CBC, CMP and Lipid panel) to ensure each patient was provided a comprehensive snapshot of their health. CHC quickly realized the

impact that this awareness could have on organizations seeking to minimize their medical costs and began offering services to organizations in the Chicagoland area. CHC next incorporated the research of the University of Michigan's Health Management Research Center into its HRA. This tool allows organizations to focus on the 15 key health risks that 30 years of research has proven to have the strongest correlation to excess medical costs. CHC took the HRA a step beyond the U of M research and incorporated clinical questionnaires for psychological conditions such as anxiety and depression to better assess the factors that impact the health and productivity of organizations.

As CHC began serving larger, national clients, it opened offices in Indianapolis, IN, St. Louis, MO, Phoenix, AZ and Dallas, TX. With customer service as a key focus, these offices allowed CHC to provide its national client base with efficient, professional and local wellness expertise. In 2009, CHC realized that in order to serve as a true wellness support system for its clients it must offer more than biometrics, HRAs, health coaching and e-learning courses. CHC developed its proprietary Incentive Tracking Solution, Corporate Walking Programs and Weight Loss Competitions to support client organizations throughout the entire year and not simply provide once-a-year biometric screening and HRA events. As a result of these year-round support programs, CHC has seen true, measureable results on the medical claims and biometric data of client populations year after year.

19. Provide information on personnel that would be assigned to the City of Tempe account – training, certifications, licenses, years of experience, etc.

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Dana (Parker) Malstaff
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708.667.2036
dparker@chcw.com

Woody Bedell
Sr. Health and Productivity Strategist
847.242.3002
wbedell@chcw.com

20. Do you have an in-house Physician? If yes, provide his/her credentials

Yes, we have five medical directors at CHC Wellness. Each and every one of our screenings is reviewed by one of these individuals. Their information is as follows:

Dr. William Brander, M.D.

Dr. Christopher Saucedo, M.D.

Dr. Dan Grzegorek, D.O.

Dr. Stephen Lang, M.D.

Dr. Veronica Kim, M.D.

21. Do you have an in-house Communications Director? If yes, provide his/her credentials.

Dana (Parker) Malstaff
Senior Account Manager/Marketing Director
708.667.2036
dparker@chcw.com

Dana entered the Workers Compensation arena, in 2004, as a Marketing Manager where she helped build distributed web services networks that linked employers and providers to help cut costs, increase communication and streamline the Work Comp process. In 2008, Dana joined the CHC Wellness team as a Senior Account Manager. At CHC Wellness, Dana develops and executes all strategy and marketing campaigns that relate to increasing employee participation. In addition to her strategic marketing responsibilities, she also leads the CHC Wellness Account Management team to help each client achieve maximum success by increasing employee participation, enabling healthy lifestyle and behavior changes, promoting a healthier and happier corporate culture and lowering health care costs through long term sustainable Wellness Programs.

22. Is your staff employed by you or do you use contract workers?

All of our staff are CHC employees. Each of our phlebotomists is chosen for his/her clinical and interpersonal skills, as we have very high expectations for our employees. We have high standards of conduct at CHC Wellness and track all screenings by employee number for quality control purposes.

23. Describe how you evaluate performance of health coaches and success of programs?

We evaluate our program success through such items as Success Metric reporting, Productivity Analysis reporting and actual Claims Analysis. Because we stratify your employees in a Low Risk, Medium Risk and High Risk groups, we are able to identify hard to quantify productivity measures. We can report on how many excess days of productivity are lost by your medium and high risk individuals in relation to your low risk population, (please see page 10** of the attached Appendix 2 "Organization Aggregate Report"). Because we stratify the population of participants into Low, Medium and High Risk categories, we can also report on the movement we see between groups. We track and report on the movement between the various risk levels, (please see pg. 4** of Appendix 2 entitled "Organization Aggregate Report"). Taking it a step further, we can take actual claims data and provide an average claims cost for your low, medium and high risk populations and we can track the trend of these numbers over time and show you, in real dollar terms, the effective of the wellness program. (Please see page 11** of the Appendix 2 entitled "Organization Aggregate Report). **Pages referenced refer to hardcopy report.**

We have produced a white paper entitled "The Effectiveness of Worksite Health Appraisals and Biometric Screenings as a Cost Controlling Strategy for Employers". Please see the Appendix 3 entitled "CHC White Paper".

We are working on releasing a second white paper in conjunction with the Arch Diocese of Indianapolis, which details the benefits of the CHC Walking Program. We would be honored to work with the City of Tempe in such a manner, at no cost to you.

In regards to evaluating health coaches, the coaches are evaluated in this way: biannual reviews that the Director of Coaching Services conducts based on job performance, client feedback, call monitoring, etc.

24. What is the average participation rate for your wellness programs in the first three years of a program and would you expect similar statistics with the City of Tempe?

As an experienced wellness company, we have seen a variety of approaches in regards to incentivizing employees to participate in a wellness program. To get an accurate assessment of the risks that the organization faces, participation rates need to be high. Our experience has shown that, by far, the most successful approach is the insurance premium differential approach, where the incentive is given based on a continuity of engagement in the wellness program over the entire year (see chart below). You have wisely chosen to adopt this incentive strategy. This approach helps create a behavior and culture change that results in better employee health and morale. By utilizing this approach, you build an expectation and familiarity with wellness on a continual basis, not simply for a wellness event. Below is a comparison of the varying incentive approaches that we have experienced and their average resulting participation rates.

Tier 1 – Free Programs Participation 5-25%	**Tier 2 – Gifts** Participation 10-35%
Types • Free screenings • Classes on company time • Exercise breaks **Benefits** • Easy to administer **Drawback** • Low participation • No effective behavior change • Often not recognized as a benefit to the employees	**Types** • T-Shirt • Stress Ball • Small Gift Card **Benefits** • Participants want gift • Increases awareness of the program **Drawback** • Low participation • No effective behavior change • Only starts to be recognized as an added benefit
Tier 3 – Financial Participation 30-80%	**Tier 4 – Benefit Plan Driven** Participation 80-95%
Types • Cash/Debit Card reward ($50-$500) • Paid Time Off **Benefits** • Begins to establish behavior change • Participation rises • Instant reward **Drawback** • More difficult to administer (>$25 is taxable) • Very difficult to take away once it is established	**Types** • Raise/Lower out of pocket contributions based on participation • Raise/Lower co-pays and/or deductibles **Benefits** • Makes employees accountable for their own health • By law (as of December '06), rates can be raised/lowered by up to 20% based on wellness participation • Non-taxable incentive • Creates behavior/culture change to improve employee health and morale

25. Provide information on success of programs that you have established for organizations of similar size to the City of Tempe. Indicate if there were medical claims reduction, lowering of risk factor, etc.

We have published a white paper entitled "The Effectiveness of Worksite Health Risk Appraisals and Biometric Screenings as a Cost Controlling Strategy for Employers". This white paper was developed through our extensive data warehousing function in conjunction with four of our clients. The results of the white paper indicated that in terms of cost control, those participating in the yearly HRA and biometric screening (the "screening group") are associated with a greater level of cost maintenance over time. Importantly, the average claim costs for the non-screened group increased to an average of $6,336 from $3,642 over a three year period (2006 to 2009). Increases

for the screened group rose to $3,995 from $2,824 over the same time period. This translates to a 73.9% increase for non-screeners and a 41.5% increase for screeners. Please see the Appendix 3 entitled "CHC White Paper".

The best way for you to learn more about experiencing CHC Wellness is to speak with our clients. Call the City of Carmel, Indiana and ask them about CHC Wellness and listen to what they have to say about us. Call the Arch Diocese of Indianapolis and do the same. Call our references and see how we serve our clients. We will do the same for you.

26. List three (3) current governmental or large corporate reference for which you are/have provided similar services.

Firm	Contact	Phone	# of years with clients

Current Municipal Clients

City of Carmel
Sue Coy – 317.571.5850

The Village of Orland Park
Stephana Przybylski – (708) 403-6100

Elk Grove Park District
Christine Matlak – (847) 228-3538

Large National Client (multi-state/location)
Crowe Horwath
Dawn Burns: (574) 232-3992
Screenings are conducted in 18 locations across 10 states
Notes: This will be the 6th year of their wellness program

Illinois Bone and Joint Institute
Chuck Henry: (847) 324-3980
Notes: 1000 Employees, 85% participation, premium differential incentive, with CHC for two years

Archdiocese of Indianapolis
Ed Isakson: (317) 236-1549
Notes: Screenings in 2009 and 2010 and CHC Walking Program, working with them to produce a white paper

27. List three (3) former governmental or large corporate reference for which you no longer provide services.

Firm	Contact	Phone	Reason you no longer represent

CHC's client retention rate is over 98% and nearly all organizations no longer with CHC are a result of going out of business or losing their wellness budget due to the recent financial downturn.

Past clients that are no longer with CHC

Rock River Water Reclamation
Ken Kelly – (815) 387-7400

The Catholic Diocese of Gary
Karen Walsh – (219) 769-9292

Forsythe Technology
Erin Magda – (847) 213-7717

Support

28. What company services and resources are available to the City to assist in managing our account.

    The City of Tempe will have a dedicated Account Manager who will assist in the development and implementation of the wellness program. The Account Management team is overseen by the Senior Account Manager who ensures that all of your organization's requests are accommodated in an efficient and timely manner.

    The CHC Wellness Account Management team is designed to maximize client relationships by effectively facilitating a sustainable long term wellness strategy that is unique to each client. The Account Manager remains in contact with the client for all day to day items, such as providing customized marketing material, participation updates, quarterly reviews and ongoing maintenance.

    We also offer online automated incentive tracking as well. Our web portals collect data on employees' engagement with different aspects of our total wellness solution. With an organization of your size and complexity, the task of keeping track of incentives could be quite daunting. Our program tracks engagement with the wellness program and assigns points for each engagement automatically. We keep a tally of these points, in real time, and you are able to access them via your employer portal or we can provide reporting on a regular basis in regards to who qualifies for the incentive and who does not. We handle this administrative burden for you so that you are not burdened with this task.

29. How does your company stay current about relevant compliance matters and keep aware of new products or alternatives in delivering an employee wellness program?

    CHC Wellness takes responsibility for understanding the rules and regulations under which we operate. Our Director of Operations stays compliant with HIPAA and major information security regulations and standards. In December, she attended a HIPAA and Data Security Compliance update course. The courses were focused on ensuring that our digital assets, patient records and systems are in compliance with U.S. Federal and State regulations and industry best practices. During the HIPAA course, we examined the Administrative Simplification portion of the HIPAA legislation along with the HIPAA Transactions and Code Sets, Identifiers, Privacy and Security.

    The Security Compliance Specialist Program provided a comprehensive treatment of major information security regulations and standards. The course also addressed the new core requirements of the following from the CSCS program:

    - ISO 27002 (ISO 17799:2005)
    - PCI DSS
    - Sarbanes-Oxley Section 404 – Information Security Requirements
    - FISMA
    - HIPAA

    Finally, in working with one of the leading worldwide laboratories, Laboratory Corporation of America, we are constantly receiving updates regarding current and new laboratory testing services.

30. How do you inform your clients about such matters?

Through our monthly newsletters and regular contact via our dedicated account managers, we keep our clients informed and up-to-date.

31. Describe how you ensure that you meet HIPAA privacy and security requirements and what you do to help your clients meet applicable requirements.

Security and confidentiality of Personal Health Information (PHI) is a top priority at CHC Wellness. We will never share any PHI without a participant's permission. Each and every CHC Wellness employee abides by HIPPA regulations in all of our procedures and operations. A designated Privacy Officer has been assigned to insure these procedures are followed.

We realize that extensive medical, health and lifestyle information is collected and stored at our site. This data is used to generate a personal report containing an analysis of the participant's health risks and lab data with recommendations for maintenance and follow-up. This personal profile is confidential and provided only to the participant.

Only de-identified, aggregate data will be delivered to our client companies. Special precautions are implemented in cases of poor distribution of data within a subgroup of the report.

Data transfer of PHI may be provided only at the request or approval of the participant or in the case of a medical emergency.

CHC Wellness has implemented technologically sound security measures to protect the loss, misuse and alteration of the information under our control.

32. What reporting will be provided to the City of Tempe?

The City of Tempe will receive an organization web portal as well as detailed hardcopy results of the screening with de-identified data from the participants in the wellness program. Please see attached Appendix 2 entitled "Organization Aggregate Report"

33. Are you able to customize reports based on specific client needs such as metabolic risk factors? If so, is there a charge for this customization?

Yes, because of our extensive data warehousing function, we are able to provide many custom reports at no additional cost to you. In our standard aggregate report, we collect and report data in regards to the number of metabolic syndrome risks your employee population faces. Please see page 8** of Appendix 2 entitled "Organization Aggregate Report" for reporting about metabolic syndrome. **Pages referenced refer to hardcopy report.**

34. How do you resolve problems associated with various aspects of your program?

One problem we see frequently is the poor engagement by blue collar workers. When working with a population of blue collar workers, CHC endeavors to reach them through a variety of means. We know that this segment of the population tends not to get involved with wellness. Having dealt with a number of blue collar groups we endeavor to reach them through a variety of means. Whether it is posters in the workplace or letters to their spouse, we craft a message that assures them that we are not giving their private healthcare information to anyone, that it is secure and that we follow all HIPAA, HITECH and GINA guidelines and they can be assured that we

will keep their data private. Please provide us with more clarification if we have not addressed this question properly.

35. Are you able to provide year over year comparative analysis for both the participant and client?

    Yes, we track both the individual's results as well as the aggregate results over time and report on them in real time. Via personal and organization web portals, the data is tracked and displayed in an easy to understand format and is available for access at any time. For an example, please see page 10** ("Historical Analysis") of Appendix 1 entitled "Individual Sample Report for individual reporting and page 8** ("Company-Wide Trend Analysis") of Appendix 2 entitled "Organization Aggregate Report". **Pages referenced refer to hardcopy report.**

Overall Response to RFP

36. If you require a separate agreement (contract) provide a copy with your response.

    We do not require a separate contract.

37. Do you agree to the Terms and Conditions of the RFP?

    Yes _X_____ No _____

    If No, explain below:

Pricing

Return this Section with your Response

All costs including, but not limited to, start up costs, base program costs, travel expenses, supplies, administration cost, postage, etc. must be included in your offer. If pricing is not available for the individual element requested, please indicate so in each field by placing N/A in the applicable boxes.

No commissions are to be paid as part of this program. Any savings are to be applied to the cost to the City.

The City of Tempe expects to initially offer this program to only active employees, however, pricing for expansion of the program to dependents and non-Medicare retirees is requested.

The City reserves the right to select from the provided list and may not accept all elements outside of the base program and utilize various pricing methods for each individual element in both the evaluation and implementation of the program.

The exact spending structure has not been determined by the City, therefore, various types of pricing methods have been included on the associated price list. The City may desire a PEPM plan for the base program, the ability to pay per participant for individual selected elements of the program, a combination of several elements or an all inclusive option.

It is desired that pricing is to be fixed for the initial three year term of the contract.

Will your quoted costs be good for the first three years of the contract?

Yes _X____ No _____

Description	Cost				
	Employee Only	Employee +1	Employee + Family	Per Participant	Per Retiree
Base program as proposed	$	$	$	$195.00	$
Biometric Testing – on site	$	$	$	$ included	$
HRA Questionnaire and analysis	$	$	$	$ included	$
Fitness assessment	$	$	$	$ N/A	$
Online coaching	$	$	$	$ included	$
Web portal	$	$	$	$ included	$
On-site wellness presentations	$	$	$	$ 300/hr.	$
Steps program	$	$	$	$70 per participant (plus $10 per eligible set up fee)	$
Weight management program	$	$	$	$ 8 week program, *$250 setup fee + $28 per participant 12 week program, *$350 setup fee + $35 per participant Online Only, $250 setup fee + $10 per participant	$

				-These options are available in addition to the online weight management services included in the base program cost	
Stress management program	$	$	$	$ included as online benefit in health coaching and cannot be offered a-la-carte	$
Fitness challenge	$	$	$	$ N/A	$
Smoking cessation program	$	$	$	$ included as online benefit in health coaching and cannot be offered a-la-carte	$
Nutrition programs	$	$	$	$ included as online benefit in health coaching and cannot be offered a-la-carte	$
Other programs offered					
Optional Biometric Screening Tests (see attached Appendix 7 entitled "Optional Biometric Screening Blood Tests")	$	$	$	$ see attached "Optional Biometric Screening Blood Tests" – prices are listed on "an a-la-carte" basis	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
Potential programs desired by the City of Tempe					
On site medical clinic	$	$	$	$	$
Disease management	$6 pepm	$	$	$	$6 pepm

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B14**

SUBJECT: Request approval to award one-year contracts with four one-year renewal options to Simpson Norton Corp., Bill Luke Chrysler, Jeep & Dodge, Santan Honda Superstore of Chandler, Chapman Chevrolet Isuzu LLC, Valley Truck & Trailer and Alliance Refuse Trucks for the purchase of reconditioned or certified used vehicles and equipment managed by the Public Works Department.

DOCUMENT NAME: 20110707fsta09 PURCHASES (1004-01)

COMMENTS: Total cost of these contracts will not exceed $175,000 during the initial one-year contract period.

PREPARED BY: Tony Allen, CPPB, Procurement Officer, 480-350-8548

REVIEWED BY: Jerry Hart, CPA, Deputy Finance & Technology Director - Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
John Osgood, Public Works Deputy Director – Field Operations, 480-350-8949
Aaron Alvarado, Fleet Director, 480-350-8344
Kevin Devery, Fleet Analyst, 480-350-8088

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director, 480-350-8504

FISCAL NOTE: (RFP11-168) Sufficient funds have been appropriated in various Citywide cost centers for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Award the contracts.

ADDITIONAL INFO: The City of Tempe issued a Request for Proposal (RFP) to establish contracts for the purchase of reconditioned or certified used vehicles and equipment. The Fleet Division of Public Works will determine the viability of purchasing used as opposed to new equipment on a "piece by piece" basis. If reconditioned or certified used vehicles or equipment will fill the need of the requesting department, fleet will negotiate with the offering vendors to generate the greatest cost savings benefit for the City.

These contracts will only be utilized if the purchase of a reconditioned or certified used vehicle or piece of equipment will provide the best value to the City. When applicable, a used vehicle or piece of equipment can potentially save the City a significant amount of money compared to the cost of a new vehicle. If the quality of the used/reconditioned equipment will not result in maintenance cost over the value of a new vehicle/warranty, cost savings will be generated for the City. The expertise of the Fleet Division will insure that this option will only be used if there is a true cost savings.

Evaluation Process

Seven proposals were received and scored by a committee comprised of Public Works and Procurement staff. Liberty GMC failed to sign the vendor offer page and was considered non-responsive and not evaluated for award.

Award Criteria		Weight	Percentage
1	Qualifications of Firm	6	17
2	Quality of Work	6	17
3	Tour of Facility and evaluation of work	6	17
4	Warranty Offered	5	14
5	Reverences	5	14
6	Types of vehicles and equipment available	5	14
7	Overall Response to RFP	2	7
a	Quality, composition and completeness		
b	Acceptance of Terms and Conditions		

The committee reviewed the submitted proposals and determined that all susceptible firms had the potential to provide vehicles that would meet the needs of the City. Due to the limited number of submissions and the need for the City to have a wide variety of reconditioned or certified used vehicles/equipment to choose from, the committee recommended the offering of contracts to the six susceptible firms. The potential mix of vehicles and equipment available include turf and construction equipment, sedans, trucks, heavy duty trucks, refuse vehicles, trailers, etc.

Due to the nature of this solicitation, it was not possible to directly evaluate cost since variables such as mileage/hours, age, condition of vehicle/equipment can greatly influence cost. During the term of the contract, the Fleet Division will notify awarded firms of the need for a particular vehicle and review submissions evaluating for miles/hours on the vehicle, overall condition of vehicle, new vs. used warranty, suitability of the vehicle to the needs of the City, cost savings of used vs. new, etc. Fleet will compare offered pricing against blue book, internet information, local contacts, etc. to insure a fair purchase price is reached.

Vendor's Offer

Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Simpson Norton Corporation

Company Mailing Address: 4144 S. Bullard Ave.

City: Goodyear State: AZ Zip: 85338

Contact Person: Shelly Lucas Title: Customer Service Manager

Phone No.: (623)932-5116 FAX: (623)932-6522 E-mail: shelly.lucas@simpsonnorton.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 07-635557-U or

Arizona Use Tax No.:

Federal I.D. No.: 36-444716

City & State Where Sales Tax is Paid: Goodyear, AZ

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: n/a

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Shelly Lucas

Title of Authorized Individual (TYPE OR PRINT IN INK) Customer Service Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Shelly Lucas 5-10-11

Signature of Authorized Offeror **Date**

(H:/RFP 3-2008)

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish a one-year contract with four one-year renewal options for the purchase of reconditioned vehicles/equipment and/or used vehicles/equipment which have been through a thorough inspection/certification process and have relatively low mileages or hours.

The City of Tempe intends to create a list of qualified firms from which to purchase reconditioned and/or used vehicles or equipment when a vehicle or piece of equipment of this type can meet the needs of the City. The City intends to issue multiple contracts to provide as much coverage as practical for all the needs for the City fleet. Vendors may submit for multiple categories, however, you must provide complete details about your reconditioning/certification procedures for each category.

Any vehicle that can be licensed for use on roads must have a clean title – no vehicles with a salvage title will be considered for purchase.

When there is a need for a particular vehicle or piece of equipment, the City will forward general information – to include the type and general specifications – to all awarded firms in a given category. The City will review the offered item and analyze the cost/warrant verses new/warrant and determine if the purchase of the used vehicle/equipment generates a suitable savings for the City. After this determination is made, the City intends to negotiate further with firms offering a viable vehicle or piece of equipment and utilize available resources (Blue Book, internet searches, quotes, local contacts, etc.) to assist in the establishment of a fair purchase price.

Please indicate the category of vehicle/equipment for which you wish to submit a proposal:

_____ Light Duty Vehicle – up to 14,000 pounds GVW

_____ Heavy Duty Vehicle – over 14,000 pounds GVW

___x__ Turf and Grounds equipment

_____ Off Road and Construction Equipment

Proposal Questionnaire

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder, in response to this RFP.

Some questions may not be applicable depending on the category of vehicle/equipment being offered.

1. Provide the address of the facility that will supply items to the City of Tempe.

Simpson Norton Corporation
4144 s Bullard ave , Goodyear az.85338

2. Describe your company and its history.

We are the Toro Distributor for Arizona and have been since 1957. 100% of our business is Turf equipment for Golf and Sports Fields for The Toro Company. We have 7 mechanics in Arizona with 100% of their time dedicated to our customers. They are all Toro certified technicians with 4 of the 7 infield with mobile service. All of our Sales and Sales Management personnel are certified in their field by SMEI, an outside Professional Organization.

3. Please provide contact information for the primary account representative and a backup contract for the City of Tempe – name, phone, cell phone and e-mail information.

Frank Varela 602-708-6965 frank.varela@simpsonnorton.com
Shelly Lucas 623-932-5116 x114 shelly.lucas@simpsonnorton.com

4. Describe the procedures you employ to **recondition** the vehicles or equipment that you make available to the City of Tempe for purchase.

We can quote as is clean and running or have our service department inspect
For safety issues and repairs. Some people want new tires, some accept ½ tread left. Included is the return condition rider that we use for our customers prior to receiving back off lease product. Some customers like as is clean and running for it is cheaper for them to go thru and repair than us . It is all about understanding customer expectations when it comes to used .

a. On average, what amount of time is spent on reconditioning of vehicles or equipment you make available for sale?

Depends on inspection of product and customer expectations. If the city wants units , serviced, inspected, reels sharp, new brakes, new tires we can do. Time would vary by product, how many reels etc. Be careful on this with any vendor. We often have customers come and inspect product being quoted.

5. Describe your inspection, repair and certification procedure for **used** vehicles and equipment to bring them up to like new quality.

A copy of our pre return inspection form is included in this packet. An inspection 60 days prior is performed by our Service Manager or tech .

a. What amount of time is spent on presale inspections and repair of vehicles or equipment you make available for sale?

Externally our service manager inspects all product before it returns to us. Internally our Shop Foreman inspects and Quality control that expectations are met based on type of sale .

6. What is your methodology to establish the pricing of a vehicle or piece of equipment?

Bank residuals and Fair market value based on hours and condition and additional service work are all used determining end price. Some equipment is on a 3 year, 4 year or 5 year lease all having different residuals.

6. What warranty do you offer on the vehicles or equipment you sell? Please list separate components if applicable, ie, engine warranty, transmission warranty, body warranty, etc.

All off lease is "sold as is no warranty implied". We are not aware of service work and what type of maintenance was performed prior to us getting back. Obviously if something catastrophic happened within a short period of time we would work in finding a win win scenario with the City. I can tell you that we have not encountered a situation where anything detrimental has happened once we have sold anything off lease.

8. Do the vehicles you offer have clean titles? No titles on mowing equipment. Manufacturer's Certificate of Origin available
9. Do you agree to the Terms and Conditions of this RFP?

Yes _____ No ___x_

If No, please explain below:

We cannot give 12 months warranty on used.

10. List three (3) governmental or large corporate references for which you currently provide similar products.

Organization	Contact
Dean Hall Tonto Verde CC	480-586-8053
Vern Lewis Pinetop CC	928-369-4863
Jon Whitmyer Robson	480-255-3337

Vendor's Offer

Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Bill Luke Chrysler Jeep, + Dodge

Company Mailing Address: 2425 W. Camelback Rd

City: Phoenix State: Arizona Zip: 85015

Contact Person: Terry Baker Title: Fleet Manager

Phone No.: 602-336-1426 FAX: 602-433-5478 E-mail: terry@billluke.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 07-402860-M or

Arizona Use Tax No.: _____

Federal I.D. No.: 86-0668231

City & State Where Sales Tax is Paid: Phoenix, ____, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Terry Baker

Title of Authorized Individual (TYPE OR PRINT IN INK) Fleet Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Terry Baker 5-11-11

Signature of Authorized Offeror **Date**

(H:/RFP 3-2008)

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish a one-year contract with four one-year renewal options for the purchase of reconditioned vehicles/equipment and/or used vehicles/equipment which have been through a thorough inspection/certification process and have relatively low mileages or hours.

The City of Tempe intends to create a list of qualified firms from which to purchase reconditioned and/or used vehicles or equipment when a vehicle or piece of equipment of this type can meet the needs of the City. The City intends to issue multiple contracts to provide as much coverage as practical for all the needs for the City fleet. Vendors may submit for multiple categories, however, you must provide complete details about your reconditioning/certification procedures for each category.

Any vehicle that can be licensed for use on roads must have a clean title – no vehicles with a salvage title will be considered for purchase.

When there is a need for a particular vehicle or piece of equipment, the City will forward general information – to include the type and general specifications – to all awarded firms in a given category. The City will review the offered item and analyze the cost/warrant verses new/warrant and determine if the purchase of the used vehicle/equipment generates a suitable savings for the City. After this determination is made, the City intends to negotiate further with firms offering a viable vehicle or piece of equipment and utilize available resources (Blue Book, internet searches, quotes, local contacts, etc.) to assist in the establishment of a fair purchase price.

Please indicate the category of vehicle/equipment for which you wish to submit a proposal:

✓ Light Duty Vehicle – up to 14,000 pounds GVW

✓ Heavy Duty Vehicle – over 14,000 pounds GVW

_____ Turf and Grounds equipment

_____ Off Road and Construction Equipment

Proposal Questionnaire

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder, in response to this RFP.

Some questions may not be applicable depending on the category of vehicle/equipment being offered.

1. Provide the address of the facility that will supply items to the City of Tempe.
   2425 W. Camelback Rd
   Phoenix, Arizona 85015

2. Describe your company and its history.
   We are a Chrysler, Jeep, Dodge Dealership with a Complete Service Dept. and Body Shop. In business 84 years we are a Five Star dealership

3. Please provide contact information for the primary account representative and a backup contract for the City of Tempe – name, phone, cell phone and e-mail information.
   Terry Baker Ph. 602-336-1426 Cell 602 571-7189
   Fleet Manager Fax 602-433-5478 e-mail terry@billluke.com

4. Describe the procedures you employ to **recondition** the vehicles or equipment that you make available to the City of Tempe for purchase. See attached brochure

   a. On average, what amount of time is spent on reconditioning of vehicles or equipment you make available for sale? 3 days - including full mechanical Recon, detailing, and any cosmetic repairs.

5. Describe your inspection, repair and certification procedure for **used** vehicles and equipment to bring them up to like new quality. See attached brochure

   a. What amount of time is spent on presale inspections and repair of vehicles or equipment you make available for sale? See Vehicle delivery sheet

6. What is your methodology to establish the pricing of a vehicle or piece of equipment? Below Market value as we are a volume minded dealership focusing on smaller profit margins in bulk sales.

7. What warranty do you offer on the vehicles or equipment you sell? Please list separate components if applicable, ie, engine warranty, transmission warranty, body warranty, etc. Our standard used car warranty is 3 month/or 3000 mile Power Train. Some vehicles will still have Manufacturer's warranty and if applicable we Certify them. (See attached brochure)

8. Do the vehicles you offer have clean titles? Yes

We Can Carry an inventory of 170 to 250 units at any given time

9. Do you agree to the Terms and Conditions of this RFP?

Yes ✓ No _____

If No, please explain below:

10. List three (3) governmental or large corporate references for which you currently provide similar products.

Organization	Contact	Number
Arizona Dept. Of Admin.	Rob Smook	602-542-6161
Arizona State University	Tom Sassatelli	480-965-2074
City of Phoenix	Dave Skiver	602-495-7265

Vendor's Offer

Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: MESA IMPORTS dba SANTAN HONDA SUPERSTORE OF CHANDLER

Company Mailing Address: 1150 S. GILBERT Rd

City: CHANDLER State: AZ Zip: 85286

Contact Person: JERRY POLICK Title: ALT. FUEL/FLEET CONTRACT MGR.

Phone No.: 480-285-2800 FAX: 480-289-2395 E-mail: Jerry.polick@santanhonda.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 07-176593V or

Arizona Use Tax No.: _____

Federal I.D. No.: 86-0308747

City & State Where Sales Tax is Paid: CHANDLER, AZ. 85286

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) JERRY POLICK

Title of Authorized Individual (TYPE OR PRINT IN INK) ALTERNATIVE FUEL/FLEET CONTRACT MGR.

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror **Date** 5-2-11

(H:/RFP 3-2008)

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish a one-year contract with four one-year renewal options for the purchase of reconditioned vehicles/equipment and/or used vehicles/equipment which have been through a thorough inspection/certification process and have relatively low mileages or hours.

The City of Tempe intends to create a list of qualified firms from which to purchase reconditioned and/or used vehicles or equipment when a vehicle or piece of equipment of this type can meet the needs of the City. The City intends to issue multiple contracts to provide as much coverage as practical for all the needs for the City fleet. Vendors may submit for multiple categories, however, you must provide complete details about your reconditioning/certification procedures for each category.

Any vehicle that can be licensed for use on roads must have a clean title – no vehicles with a salvage title will be considered for purchase.

When there is a need for a particular vehicle or piece of equipment, the City will forward general information – to include the type and general specifications – to all awarded firms in a given category. The City will review the offered item and analyze the cost/warrant verses new/warrant and determine if the purchase of the used vehicle/equipment generates a suitable savings for the City. After this determination is made, the City intends to negotiate further with firms offering a viable vehicle or piece of equipment and utilize available resources (Blue Book, internet searches, quotes, local contacts, etc.) to assist in the establishment of a fair purchase price.

Please indicate the category of vehicle/equipment for which you wish to submit a proposal:

_X_ Light Duty Vehicle – up to 14,000 pounds GVW

_____ Heavy Duty Vehicle – over 14,000 pounds GVW

_____ Turf and Grounds equipment

_____ Off Road and Construction Equipment

Proposal Questionnaire

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder, in response to this RFP.

Some questions may not be applicable depending on the category of vehicle/equipment being offered.

1. Provide the address of the facility that will supply items to the City of Tempe.
   SANTAN HONDA SUPERSTORE OF CHANDLER
   1150 S. GILBERT ROAD
   CHANDLER, AZ. 85286
2. Describe your company and its history.

3. Please provide contact information for the primary account representative and a backup contract for the City of Tempe – name, phone, cell phone and e-mail information.
   JERRY POLICK - 480-285-2800 CELL - 602622-9600
   jerry.polick@santanhonda.com

4. Describe the procedures you employ to **recondition** the vehicles or equipment that you make available to the City of Tempe for purchase.
   FULL SERVICE, CLEAN UP & GET READY & DELIVERY DEPARTMENTS ARE EQUIPED FOR ANY TYPE OF AUTO OR TRUCK TO BE DELIVERED IN FULL SERVICED CONDITION
   a. On average, what amount of time is spent on reconditioning of vehicles or equipment you make available for sale? 2 HOURS TO 2 DAYS. DEPENDING ON WORK INVOLVED FOR CUSTOMERS SATIFACTION,

5. Describe your inspection, repair and certification procedure for **used** vehicles and equipment to bring them up to like new quality. COMPLET NEW GARAGES & CLEANUP & REPAIR IN NEW DEALERSHIP. BUILDING IS 105,000 SQUARE FEET. ALL NEW EQUIPMENT. DEPARTMENTS ARE FULLY STAFFED.
   a. What amount of time is spent on presale inspections and repair of vehicles or equipment you make available for sale? WHATEVER AMOUNT OF TIME IS NECESSARY. NOTHING IS 'RUSHED THRU'

6. What is your methodology to establish the pricing of a vehicle or piece of equipment?
   BLUE BOOK WHOLESALE COST + COST OF RECONDITIONING

7. What warranty do you offer on the vehicles or equipment you sell? Please list separate components if applicable, ie, engine warranty, transmission warranty, body warranty, etc. IF ELIGIBLE, REMANDER OF FACTORY WARRANTY, OR FULL EXTENDED WARRANTY AS A EXTRA COST OPTION.

8. Do the vehicles you offer have clean titles? YES

9. Do you agree to the Terms and Conditions of this RFP?

Yes X No ____

If No, please explain below:

10. List three (3) governmental or large corporate references for which you currently provide similar products.

Organization	Contact	Number
CITY OF PHOENIX	ERIC YOUNG	602-262-7181
STATE OF ARIZONA	JIM MURPHY	602-542-4858
CITY OF SCOTTSDALE	DANNY JOHNSON	480-312-5700

Vendor's Offer

Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Chapman Chevrolet Isuzu LLC

Company Mailing Address: 1717 E Baseline Road

City: Tempe State: AZ Zip: 85283

Contact Person: Jackie Methe Title: Fleet manager

Phone No.: (480) 752-1501 FAX: (480) 820-1437 E-mail: Jackiemethe@chapmanchoice.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: _____ or

Arizona Use Tax No.: 07560078B

Federal I.D. No.: 86-0895836

City & State Where Sales Tax is Paid: Tempe, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Jackie Methe

Title of Authorized Individual (TYPE OR PRINT IN INK) Fleet Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Jackie Methe 4/22/11

Signature of Authorized Offeror **Date**

(H:/RFP 3-2008)

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish a one-year contract with four one-year renewal options for the purchase of reconditioned vehicles/equipment and/or used vehicles/equipment which have been through a thorough inspection/certification process and have relatively low mileages or hours.

The City of Tempe intends to create a list of qualified firms from which to purchase reconditioned and/or used vehicles or equipment when a vehicle or piece of equipment of this type can meet the needs of the City. The City intends to issue multiple contracts to provide as much coverage as practical for all the needs for the City fleet. Vendors may submit for multiple categories, however, you must provide complete details about your reconditioning/certification procedures for each category.

Any vehicle that can be licensed for use on roads must have a clean title – no vehicles with a salvage title will be considered for purchase.

When there is a need for a particular vehicle or piece of equipment, the City will forward general information – to include the type and general specifications – to all awarded firms in a given category. The City will review the offered item and analyze the cost/warrant verses new/warrant and determine if the purchase of the used vehicle/equipment generates a suitable savings for the City. After this determination is made, the City intends to negotiate further with firms offering a viable vehicle or piece of equipment and utilize available resources (Blue Book, internet searches, quotes, local contacts, etc.) to assist in the establishment of a fair purchase price.

Please indicate the category of vehicle/equipment for which you wish to submit a proposal:

_X_____ Light Duty Vehicle – up to 14,000 pounds GVW

_____ Heavy Duty Vehicle – over 14,000 pounds GVW

_____ Turf and Grounds equipment

_____ Off Road and Construction Equipment

Proposal Questionnaire

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder, in response to this RFP.

Some questions may not be applicable depending on the category of vehicle/equipment being offered.

1. Provide the address of the facility that will supply items to the City of Tempe.
   Chapman Chevrolet
   1717 E Baseline Road, Tempe, AZ 85283

2. Describe your company and its history.
   Major Chevrolet dealership in business since 1965.

3. Please provide contact information for the primary account representative and a backup contract for the City of Tempe – name, phone, cell phone and e-mail information.
   Jackie Methe, Fleet Manager, (480) 752-1501, (480) 313-7516 jackiemethe@chapmanchoice.com
   Linda Seamans, Commercial Director, (480) 752-1431, (602) 540-0116, lindaseamans@chapmanchoice.com

4. Describe the procedures you employ to **recondition** the vehicles or equipment that you make available to the City of Tempe for purchase.
   GM Certified Brands Inspection Checklist Guidelines attached.

   a. On average, what amount of time is spent on reconditioning of vehicles or equipment you make available for sale? Of course, depends upon what is wrong but on average, 1-2 hours.

5. Describe your inspection, repair and certification procedure for **used** vehicles and equipment to bring them up to like new quality. Same as #4

   a. What amount of time is spent on presale inspections and repair of vehicles or equipment you make available for sale? Same as #4

6. What is your methodology to establish the pricing of a vehicle or piece of equipment?

   Fair Market Value

7. What warranty do you offer on the vehicles or equipment you sell? Please list separate components if applicable, i.e., engine warranty, transmission warranty, body warranty, etc.

   From: http://www.gmcertified.com/used-car-warranty

USED CAR WARRANTY

When we say no worries, we mean it.

With GM Certified you're protected from the moment you leave the lot, because all 2006-2011 GM Certified Used Vehicles come with two GM warranties.

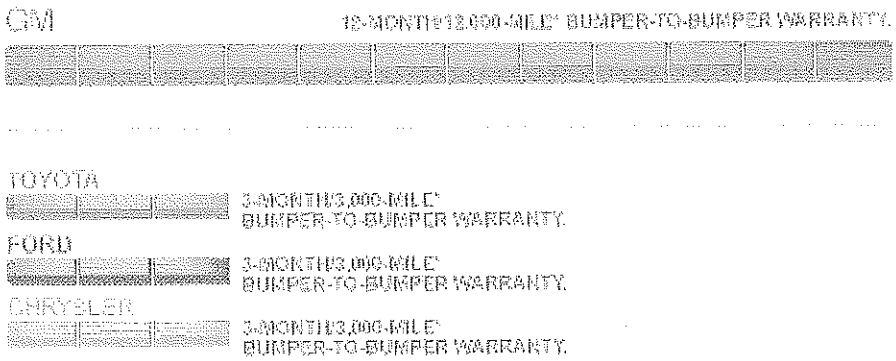
The first is a 12-Month/12,000-Mile[1] Bumper-to-Bumper Warranty. Every single GM Certified Used Vehicles is equipped with one.

What's Included:

Almost every part of our vehicles is covered under the 12-Month/12,000-Mile[1] Bumper-to-Bumper Warranty. See below for the list of exclusions.

This warranty is four times better coverage than Chrysler, Ford and Toyota. And this is coverage that extends any remaining factory warranty. We have complete and total confidence in our vehicles. We want you to, too.

IT'S FOUR TIMES BETTER THAN CHRYSLER, FORD, AND TOYOTA.



What's Not Included:

- Tire Damage or Wear
- Damage Due to Bed liners
- Damage Due to Accident, Misuse or Alteration
- Collision, fire, theft, freezing, vandalism, riot, explosion or objects striking the vehicle.
- Misuse of the vehicle such as driving over curbs, overloading, racing or other competition. Proper vehicle use is discussed in the owner manual.
- Alteration or modification to the vehicle including the body, chassis or components after final assembly by GM.
- Coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.
- Damage or Corrosion Due to Environment, Chemical Treatments, and/or Aftermarket Products
- Damage Due to Insufficient or Improper Maintenance
- Damage Due to Contaminated or Poor Quality Fuel Maintenance
- Important: This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked or totaled.
- The second is a transferable 5-Year/100,000-Mile[2] Powertrain Limited Warranty with no deductible, roadside assistance and courtesy transportation. It's coverage you can really count on — a whole new level of value, confidence and protection.
- And that's not all. We also give you 24-hour roadside assistance and courtesy transportation for the life of your 5-Year/100,000-Mile[2] Powertrain Limited Warranty (from original in-service date). GM Certified Used Vehicles stands behind its vehicles 100%.
- GM Certified Used Vehicles has total confidence in our vehicles. With a transferable 5-Year/100,000-Mile[2] Powertrain Limited Warranty with no deductible, you can too. It's serious protection that lasts.
- Transferable to subsequent owners
- $0 deductible
- Roadside Assistance
- Courtesy Transportation

What's Included:

- **Roadside Assistance**
  1. GM Certified Used Vehicles is proud to offer the response, security and convenience of the 24-hour Roadside Assistance Program for a period of five years or 100,000 miles/160,000 kms, whichever comes first (from original in-service date).
  2. See your GM Certified dealer for details
- **Courtesy Transportation**
  1. During the warranty coverage period, this program provides alternate transportation and/or reimbursement of certain transportation expenses under the Courtesy Transportation Program if your vehicle requires warranty repairs.
  2. See your GM Certified dealer for details
- **Engine**
  - ◊ Cylinder head
  - ◊ Block
  - ◊ Timing gears
  - ◊ Timing chain
  - ◊ Timing cover
  - ◊ Oil pump/oil pump housing
  - ◊ OHC carriers
  - ◊ Valve covers
  - ◊ Oil pan, seals
  - ◊ Gaskets
  - ◊ Turbocharger
  - ◊ Supercharger and all internal lubricated parts as well as manifolds, flywheel, water pump, harmonic balancer and engine mount
  - ◊ Timing belts are covered until the first scheduled maintenance interval
- **Transmission/Transaxle/Transfer Case**
  - ◊ Case
  - ◊ All internal lubricated parts
  - ◊ Torque converter
  - ◊ Transfer case
  - ◊ Transmission/transaxle mounts, seals and gaskets
- **Drive Systems**
  - ◊ Final drive housing
  - ◊ All internal lubricated parts
  - ◊ Axle shafts and bearings
  - ◊ Constant velocity joints
  - ◊ Axle housing
  - ◊ Propeller shafts
  - ◊ Universal joints
  - ◊ Wheel bearings
  - ◊ Locking hubs
  - ◊ Front differential actuator
  - ◊ Supports
  - ◊ Front and rear hub bearings
  - ◊ Seals and gaskets

What's Not Included:

All the above items are not covered for damage due to accident, misuse, alteration, insufficient or improper maintenance, contaminated or poor quality fuel. For complete details refer to your Warranty and Owner Assistance Information booklet.

8. **Do the vehicles you offer have clean titles?** Yes!

9. Do you agree to the Terms and Conditions of this RFP?

Yes X No _____

If No, please explain below:

10. List three (3) governmental or large corporate references for which you currently provide similar products.

Organization	Contact	Number

Large corporations and governmental agencies usually purchase new so I don't have a particular reference for Certified Used.

Vendor's Offer

Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Valley Truck & Trailer

Company Mailing Address: 5228 N. Tom Murray Ave

City: Glendale State: AZ Zip: 85301

Contact Person: Tom Nigbur Title: Sales Manager

Phone No.: 480-695-3503 FAX: _____ E-mail: tnigbur@valleytruck.net

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 20218843 or

Arizona Use Tax No.: _____

Federal I.D. No.: 26-0532274

City & State Where Sales Tax is Paid: Glendale, Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Jeff Cook

Title of Authorized Individual (TYPE OR PRINT IN INK) Program Manager

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror _____ **Date** 5/9/11

(H:/RFP 3-2008)

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish a one-year contract with four one-year renewal options for the purchase of reconditioned vehicles/equipment and/or used vehicles/equipment which have been through a thorough inspection/certification process and have relatively low mileages or hours.

The City of Tempe intends to create a list of qualified firms from which to purchase reconditioned and/or used vehicles or equipment when a vehicle or piece of equipment of this type can meet the needs of the City. The City intends to issue multiple contracts to provide as much coverage as practical for all the needs for the City fleet. Vendors may submit for multiple categories, however, you must provide complete details about your reconditioning/certification procedures for each category.

Any vehicle that can be licensed for use on roads must have a clean title – no vehicles with a salvage title will be considered for purchase.

When there is a need for a particular vehicle or piece of equipment, the City will forward general information – to include the type and general specifications – to all awarded firms in a given category. The City will review the offered item and analyze the cost/warrant verses new/warrant and determine if the purchase of the used vehicle/equipment generates a suitable savings for the City. After this determination is made, the City intends to negotiate further with firms offering a viable vehicle or piece of equipment and utilize available resources (Blue Book, internet searches, quotes, local contacts, etc.) to assist in the establishment of a fair purchase price.

Please indicate the category of vehicle/equipment for which you wish to submit a proposal:

_____ Light Duty Vehicle – up to 14,000 pounds GVW

__X__ Heavy Duty Vehicle – over 14,000 pounds GVW

_____ Turf and Grounds equipment

_____ Off Road and Construction Equipment

Proposal Questionnaire

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder, in response to this RFP.

Some questions may not be applicable depending on the category of vehicle/equipment being offered.

1. Provide the address of the facility that will supply items to the City of Tempe.

   Valley Truck & Trailer
   5228 N. Tom Murray Ave Glendale, AZ 85301

2. Describe your company and its history.

   Established 1984 as Medium & Heavy Duty Independent Repair Shop
   Ownership Change Dec 2007. Added Hail Franchise 7/08

3. Please provide contact information for the primary account representative and a backup contract for the City of Tempe – name, phone, cell phone and e-mail information.

   Tom Nigbur 480-695-3503 – tnigbur@valleytruck.net
   David Salyer 623-937-9454 – dsalyer@valleytruck.net

4. Describe the procedures you employ to **recondition** the vehicles or equipment that you make available to the City of Tempe for purchase.

   High Quality Technicians under Close Supervision of Experienced Service Management Team

   a. On average, what amount of time is spent on reconditioning of vehicles or equipment you make available for sale? Varies Depending on Condition of Product

5. Describe your inspection, repair and certification procedure for **used** vehicles and equipment to bring them up to like new quality. Comprehensive Inspection & Operational Tests to Determine Needed Repair/Replacement of Vehicle Components

   a. What amount of time is spent on presale inspections and repair of vehicles or equipment you make available for sale? Varies Depending on Condition of Product

6. What is your methodology to establish the pricing of a vehicle or piece of equipment?

   Internet Research, Blue Book Value, Local Market Comparison

7. What warranty do you offer on the vehicles or equipment you sell? Please list separate components if applicable, ie, engine warranty, transmission warranty, body warranty, etc.

   1 year Major Components
   90 Day Workmanship

8. Do the vehicles you offer have clean titles? — Yes —

9. Do you agree to the Terms and Conditions of this RFP?

Yes X No ____

If No, please explain below:

10. List three (3) governmental or large corporate references for which you currently provide similar products.

Organization	Contact	Number
City of Kingman	Eddie Tapia	928-692-3102
City of Flagstaff	Steve Bergeron	928-774-0668
City of Glendale	Bill Sterling	623-640-4002

Vendor's Offer

Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Alliance Refuse Trucks

Company Mailing Address: 1037 E Calle Monte Vista

City: Tempe State: AZ Zip: 85284

Contact Person: Aidan Warrington Title: President

Phone No.: 602-721-1264 FAX: 480-921-3494 E-mail: Aw@allrancetrucks.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 20164199 or

Arizona Use Tax No.: 20164199

Federal I.D. No.: 20-5951436

City & State Where Sales Tax is Paid: Tempe, AZ

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: 20164199

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Aidan Warrington

Title of Authorized Individual (TYPE OR PRINT IN INK) President

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Aidan Warrington
Signature of Authorized Offeror

5/2/2011
Date

(H:/RFP 3-2008)

Scope of Work

The City of Tempe is issuing this Request for Proposal to establish a one-year contract with four one-year renewal options for the purchase of reconditioned vehicles/equipment and/or used vehicles/equipment which have been through a thorough inspection/certification process and have relatively low mileages or hours.

The City of Tempe intends to create a list of qualified firms from which to purchase reconditioned and/or used vehicles or equipment when a vehicle or piece of equipment of this type can meet the needs of the City. The City intends to issue multiple contracts to provide as much coverage as practical for all the needs for the City fleet. Vendors may submit for multiple categories, however, you must provide complete details about your reconditioning/certification procedures for each category.

Any vehicle that can be licensed for use on roads must have a clean title – no vehicles with a salvage title will be considered for purchase.

When there is a need for a particular vehicle or piece of equipment, the City will forward general information – to include the type and general specifications – to all awarded firms in a given category. The City will review the offered item and analyze the cost/warrant verses new/warrant and determine if the purchase of the used vehicle/equipment generates a suitable savings for the City. After this determination is made, the City intends to negotiate further with firms offering a viable vehicle or piece of equipment and utilize available resources (Blue Book, internet searches, quotes, local contacts, etc.) to assist in the establishment of a fair purchase price.

Please indicate the category of vehicle/equipment for which you wish to submit a proposal:

_____ Light Duty Vehicle – up to 14,000 pounds GVW

_X_ Heavy Duty Vehicle – over 14,000 pounds GVW

_____ Turf and Grounds equipment

_____ Off Road and Construction Equipment

Proposal Questionnaire

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder, in response to this RFP.

Some questions may not be applicable depending on the category of vehicle/equipment being offered.

1. Provide the address of the facility that will supply items to the City of Tempe.
   Alliance Refuse Trucks, 1155 E Curry Rd, Tempe, AZ

2. Describe your company and its history.
   Refuse truck sales, complete body and chassis repairs, rebuilding & Painting. Alliance Refuse Trucks has been providing the above services for over 8 years.

3. Please provide contact information for the primary account representative and a backup contract for the City of Tempe – name, phone, cell phone and e-mail information.
   Aidan Warrington – 602-721-1264 Aw@alliancetrucks.com
   Keith Alexander – 360-607-2568 Keith@alliancetrucks.com
   mike white – 602-721-9647 mikew@alliancetrucks.com

4. Describe the procedures you employ to **recondition** the vehicles or equipment that you make available to the City of Tempe for purchase. Refuse trucks, including sideloaders, Front loaders, Rear Loader & Roll offs are fully refurbished and reconditioned. Procedures include, Fabrication, mechanical Repairs, electrical, hydraulics, Painting, Detailing, servicing, Inspections, Delivery. Both new and recycled parts are used. Reconditioning includes both chassis and body.
   a. On average, what amount of time is spent on reconditioning of vehicles or equipment you make available for sale? 500 hours. As low as 300 hours as high as 1,000 hours

5. Describe your inspection, repair and certification procedure for **used** vehicles and equipment to bring them up to like new quality. Vehicles are preinspected and a list is generated of required improvements. List is updated as vehicle goes through refurb process. Final inspection is done once completed. Additional DOT Inspection ~~may be performed~~ and certification is done prior to delivery.
   a. What amount of time is spent on presale inspections and repair of vehicles or equipment you make available for sale? 300 to 1,000 hours

6. What is your methodology to establish the pricing of a vehicle or piece of equipment?
   Pricing is based on several factors... including quality of product, expected remaining useful life, other similar vehicles sold or for sale, market demand.

7. What warranty do you offer on the vehicles or equipment you sell? Please list separate components if applicable, ie, engine warranty, transmission warranty, body warranty, etc.
   (90) day warranty for Parts replacement on Engine, Transmission, Rear End differentials. No labor Parts only. Parts may be used or New as long as they meet replacement of failed part. (1) Year warranty for Body cylinders. Replacement cylinders may be used or new. No labor

8. Do the vehicles you offer have clean titles? – Yes

9. Do you agree to the Terms and Conditions of this RFP?

Yes ✓ No _____

If No, please explain below:

10. List three (3) governmental or large corporate references for which you currently provide similar products.

Organization	Contact	Number
City of Collierville, TN	Kevin G.	901-581-9175
Aces Waste	Paul M.	916-684-4220
Trashpros	Todd A.	775-575-0707
Right Away Disposal	Bart	480-688-7411
City of Morgan City, LA	Micheal L.	985-380-4713

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B15

SUBJECT: Request approval of a professional services contract addendum with Malcolm Pirnie, Inc. for additional design services for the South Tempe Water Treatment Plant water quality improvements project.

DOCUMENT NAME: 20110707pwdr02 SOUTH TEMPE WATER TREATMENT PLANT (0811-08) PROJECT NO. 3203211

COMMENTS: Total cost for this professional services contract addendum is $129,421. The original contract amount of $3,635,877 plus this addendum brings the contract amount to $3,765,298.

PREPARED BY: Donna Rygiel, Engineering Contracts Administrator (x8520)

REVIEWED BY: Don Hawkes, Deputy PW Director/Water Utilities (x2660)
Andy Goh, Deputy PW Director/City Engineer (x8896)

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (x8779)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: Sufficient funds have been appropriated in Capital Improvement Fund No. 3203211, South Tempe Water Treatment Plant Water Quality Improvements.

RECOMMENDATION: Approve professional services contract addendum.

ADDITIONAL INFO: The South Tempe Water Treatment Plant (STWTP) water quality improvements project, currently in construction, involves major modifications to this facility including the addition of new, enhanced coagulation treatment systems, expanding the solids handling area, renovation/replacement of existing aging equipment throughout the facility, installation and programming of plant monitoring and control hardware and software and reconstruction of the finished water pump station. In addition, a new environmental laboratory will be constructed under this project. See the attached spreadsheet for an overview of contracts related to the STWTP.

This contract addendum with Malcolm Pirnie, Inc. includes additional post-design services. Their original contract was developed prior to the start of design and included some post-design effort. With construction of the water quality improvements now approximately 50% complete, the full extent of necessary post-design work to bring the construction project to completion has been realized. This addendum also includes reallocation of the contract budget related to completing the design of the new environmental laboratory. The laboratory project was originally designed to procure construction as a construction manager at risk contract, but has been changed to an invitation for bid (low-bid) contract. Changes in the design scope of work related to the change in construction delivery method are identified in this contract amendment.

Malcolm Pirnie, Inc. was originally selected by a review committee as the most qualified firm for these services using a process pursuant to A.R.S. § 34-603. The qualifications based selection process includes evaluation of each firm's statement of qualifications in response to our request for qualifications (RFQ); holding selection panel interviews with at least three qualified firms based on selection criteria with relative weights as follows:

- 5% General description of the professional skills, experience and ability of the proposed firm;
- 20% Relevant experience and qualifications of the proposed firm;
- 20% Relevant experience of key project personnel;
- 20% Understanding of this project and approach to performing required services;
- 30% In depth discussion through question and answer session of the proposed firm's expertise, qualifications of key personnel and their knowledge related to this project, and;
- 5% Overall evaluation of the proposed firm and its ability to provide the required services.

Staff has negotiated the addendum fee with Malcolm Pirnie, Inc. and considers it reasonable for the additional scope of services.

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES
FOR
SOUTH TEMPE WATER TREATMENT PLANT
WATER QUALITY IMPROVEMENTS

PROJECT NO. 3203211
ADDENDUM NO. 2

This Addendum made and entered into on the 7th day of July, 2011, by and between the City of Tempe, an Arizona municipal corporation, ("City") and **Malcolm Pirnie, Inc.,** a New York corporation ("Consultant").

R E C I T A L S:

A. The parties hereto entered into that certain Contract for Professional Services on or about August 20, 2009, (C2009-148), defining certain rights and obligations between the parties in order to provide engineering design services along with that certain Addendum No. 1 entered into on October 21, 2010 (collectively "Contract").

B. The parties desire to further define their respective rights and obligations with respect to the services of the Consultant, Contract term and Contract price.

C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

1. Services of the Consultant. Consultant shall provide additional design, post-design and value engineering services, as outlined in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Contract Term. Consultant shall proceed with the work immediately upon execution of this Addendum and all services shall be completed by December 31, 2012.

3. Contract Price. For services described herein, the method of payment shall be payment by installments. Total compensation for additional post-design services shall not exceed $129,421.00. For additional design and value engineering services, task budgets in the amount of $73,984.00 shall be reallocated, as outlined in Exhibit "A". The original Contract amount of $3,635,877.00, plus the Addendum No. 1, reallocating task budgets only; shall be increased by $129,421.00, which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services.

Cost Analysis:	Professional Services	Reimbursables	Total
Initial Contract Amount	$3,533,202.00	$102,675.00	$3,635,877.00
This Addendum	$129,421.00	$0.00	$129,421.00
NEW CONTRACT AMOUNT			$3,765,298.00

3. All other provisions of the Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

South Tempe Water Treatment Plant Water Quality Improvements
Project No. 3203211

DATED this _____ day of _____, 2011.

CITY OF TEMPE, ARIZONA

By:_____
Mayor

By:_____
Public Works Director

ATTEST:

_____
City Clerk

Recommended By:

_____
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

_____
City Attorney

Consultant warrants that the person who is signing this Addendum on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Addendum.

CONSULTANT
Malcolm Pirnie, Inc.

_____
Signature

_____
Name

_____
Title

_____
Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

_____
Karen M. Fillmore
Records Specialist

EXHIBIT A

MALCOLM PIRNIE

Malcolm Pirnie, Inc.
One South Church Avenue, Suite 1120
Tucson, AZ 85701
T: 520.629.9982 F: 520-620-6476

May 23, 2011

Philip C. Brown, P.E.
Engineering Project Manager
City of Tempe Public Works Department, Engineering Division
31 E. Fifth Street
Tempe, AZ 85281

Re: South Tempe Water Treatment Plant (STWTP) Water Quality Upgrades
Project No. 3203211

Request for Authorization of Budget Reallocation No. 2 and Additional Services

Dear Mr. Brown:

Enclosed please find Malcolm Pirnie's request for authorization of the following:

- Budget Reallocation No. 2: Design and Value Engineering of the New Environmental Laboratory.
- Additional Post-Design Services for the STWTP Upgrades (Sundt GMP II & III).

We appreciate the opportunity to continue serving the City on the STWTP Water Quality Upgrades. If you have any questions regarding this request, please contact me at (520) 629-8264.

Very truly yours,
MALCOLM PIRNIE, INC.

George P. Maseeh, P.E.
Vice President
Board Certified Environmental Engineer

Enclosure

c: B. Leto
J. Dettmer

2213-018 (CN-1)

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PB

CITY OF TEMPE
SOUTH TEMPE WATER TREATMENT PLANT
WATER QUALITY UPGRADES
PROJECT NO. 3203211

CONTRACT FOR PROFESSIONAL SERVICES
REQUEST FOR AUTHORIZATION OF BUDGET REALLOCATION NO. 2
AND ADDITIONAL POST-DESIGN SERVICES FOR STWTP IMPROVEMENTS

Malcolm Pirnie requests written authorization from the City of Tempe for the following:

- Budget Reallocation No. 2: Design and Value Engineering of the New Environmental Laboratory
- Additional Post-Design Services for the STWTP Upgrades (Sundt GMP II & III)

The bases for these requests are presented below.

1. Budget Reallocation No. 2: Design and Value Engineering of the New Environmental Laboratory

The original scope of work for the design of the Environmental Laboratory (Task III) was based on the use of the construction manager at-risk (CMAR) project delivery method. The City of Tempe has elected to construct the Environmental Laboratory using the traditional design/bid/build method of construction to take advantage of current competitive construction market conditions. The City has expressed its goal of constructing the new Environmental Laboratory, renovation of the existing laboratory space, and providing standby power to critical components within the new Environmental Laboratory within a construction budget of $4.2 million (excluding engineering design/post-design and construction management services).

Additional services are required for completion of the design task under the City's current direction, including efforts of the design team in support of a special value engineering process in excess of the original scope that assisted the City in determining the modified project delivery method. In conjunction with resumption of design progress, Malcolm Pirnie will engage the services of an independent construction cost estimator to develop a preliminary opinion of probable construction cost based on the 60% design package that was delivered to the City in November 2010, with limited modifications at the discretion of the design team.

Malcolm Pirnie acknowledges the City's goal for the construction cost and will be responsible for design completion and preparation of opinions of probable construction cost for the Environmental Laboratory in accordance with the standard of care for professional engineering services expressed in Article 1 of the Contract for Professional Services entered into on August 20, 2009. Malcolm Pirnie will work in good faith to produce a design consistent with the City's construction cost goals and the Contract Scope of Work. However, Malcolm Pirnie has no control over the cost of labor, materials, equipment or services furnished by others; over the

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Contractor's methods of determining prices; or over competitive bidding or market conditions. Malcolm Pirnie's opinion of probable construction cost will be made on the basis of its experience and qualifications and represents Malcolm Pirnie's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Malcolm Pirnie does not guarantee that proposals, bids or actual Project cost will not vary from Malcolm Pirnie's opinions of probable construction cost.

Budget Reallocation Request

A budget estimate for the additional work efforts listed in Item 1 above is included in the first attached table. The total estimate for reallocation within the current professional services contract budget is $73,984.

A summary of available budget capacity already included in the professional services contract is presented below.

Budget Amounts Available for Reallocation Between Contract Tasks

Contract Task	Description	Available Budget	Comment
IV.I	Construction and Post-Construction Services: *Process Optimization Support*	$24,422	The City anticipates this subtask will not be required at this time. If these services are determined to be necessary by the City after construction, budget will be allocated per City direction.
VI.A	Special Services: *Supplemental Evaluations and Testing*	$26,493	Services for this subtask were completed with expenditures below the budgeted amount.
	Reimbursable Expenses	$22,979	Projected potential excess reimbursable expenses at completion of project.
Total Available for Reallocation:		**$73,984**	

2. Additional Post-Design Services for STWTP Upgrades (GMP II & III)

The original contract budget for Task IV - Construction and Post-Construction Services, Subtask A. Construction Administration, was based in part on the following assumptions:

- A combined constructed value of the Water Quality Improvements (WQI) and the Environmental Laboratory (laboratory) of $17 million.
- Receipt and review of 438 shop drawing and operation and maintenance (O&M) manual submittals for the combined WQI and laboratory construction efforts.
- Issuance of interpretations and clarifications in response to up to 50 Requests for Information (RFIs) for the combined WQI and laboratory construction efforts.

The total constructed value of the project (excluding the Environmental Laboratory) is approximately $31.0 million and includes the following:

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- Construction of the WQI with a Guaranteed Maximum Price of $23.6 million (GMP II)
- Construction of the Finished Water Pump Station Improvements with a GMP of $7.4 million (GMP III).

The combined constructed value of $31.0 million is nearly double the original estimated constructed value on which the engineering budget for post-construction services was based and is reflective of the increased complexity of the facility construction. The additional complexity is also reflected in an increase in the 151 estimated number of drawings listed in the contract scope to 255 actual drawings included in the final GMP II and GMP III drawing sets. The increased complexity of the facility has contributed to an increase in the numbers of submittals and RFIs beyond those anticipated in the original budget.

Authorization of additional budget is requested to complete Task IV.A - Construction Administration services for the WQI (GMP III and GMP III), as described below:

A. Additional Construction Submittals
A total of 520 shop drawing and test result submittals requiring review have been received from the CMAR through May 4, 2011 for the WQI construction. On May 4, 2011, the CMAR estimated that an additional 120 submittals will be issued before construction of the WQI is complete.

B. Additional Interpretations and Clarifications
A total of 85 RFIs have been received through May 5, 2011 from the CMAR for the WQI construction. It is estimated that approximately 25 additional RFIs will be submitted during the remainder of the WQI construction.

C. CMAR Maintenance of Plant Operations (MOPO) Procedures Development Support
In preparation for the Spring 2011 STWTP shutdown, Malcolm Pirnie assisted the CMAR in development of MOPO procedures for the plant monitoring and control system changes to be performed during the shutdown. This coordination was deemed essential due to the criticality of control system work to be accomplished during this limited window of opportunity, successful completion of which was necessary for bringing the plant back into service to meet water demands.

D. Additional Aquifer Protection Permit and MCESD Approval of Proposed Plan (AOPP) Permit Support
The City requested Malcolm Pirnie provide additional services for the following:
- Modify a partial site plan as part of the Aquifer Protection Permit negotiation process.

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Coordinate approval of a proposed treatment process change via the AOPP process to lower the applied UV dose at STWTP based on test results for the Johnny G. Martinez WTP (JGMWTP). Malcolm Pirnie is providing this coordination with Maricopa County Environmental Services Department (MCESD) on behalf of the City.

Additional Budget Request

A budget estimate for the additional work efforts listed in Item 2 above is included in the second attached table. The total estimate for additional services is $129,421. Malcolm Pirnie and the City acknowledge that these additional services are related to completion of construction of the WQI portion of the project and that no budget will remain available within the contract for post-design services associated with the laboratory without subsequent authorization.

Summary of Reallocation and Additional Budget Requests

A summary table indicating distribution of all reallocation and additional budget amounts for this request is presented in the third attached table. Malcolm Pirnie requests that the City authorize the proposed budget reallocation totaling $73,984 and additional post-design services budget of $129,421 as shown on the table.

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CITY OF TEMPE
South Tempe Water Treatment Plant
Water Quality Upgrades
Project No. 3203211

5/23/2011

1 - Design and Value Engineering of the New Environmental Laboratory
Budget Estimate

MALCOLM PIRNIE LABOR

	Principal/ Proj Mgr	Senior Associate	Associate/Lead Proj Eng	Pr. Eng / Sci / Arch Grade 6	Pr. Eng / Sci / Arch Grade 5	Eng / Sci / Arch Grade 4	Eng / Sci / Arch Grade 3	Eng / Sci / Arch Grade 2	Eng / Sci / Arch Grade 1	Admin/ Technician Grade 8	Admin/ Technician Grade 7	Admin/ Technician Grade 6	Admin/ Technician Grade 5	Admin/ Technician Grade 4	Admin/ Technician Grade 3	Admin/ Technician Grade 2	Admin/ Technician Grade 1	Total Task Hours	Task Labor Dollars
Special Value Engineering Process	20	150	64	19		36		2				3	7					301	$ 60,590
																		0	0
																		0	0
																		0	0
																		0	0
Credits:																		0	0
Task D.1 Budget for Cost Model Coordination with CMAR	(8)		(24)															(32)	(6,768)
Reallocation No. 1 - Chilled Water Design Services		(8)	(60)				(120)											(188)	(25,488)
																		0	0
																		0	0
																		0	0
Total Hours	12	142	(20)	19	0	36	(120)	2	0	0	0	3	7	0	0	0	0	81	
Labor Billing Rates ($/hour)	258	231	196	163	135	112	99	91	81	151	131	103	88	76	60	52	45		
Total Labor Dollars	3,096	32,802	(3,920)	3,097	0	4,032	(11,880)	182	0	0	0	309	616	0	0	0	0		$ 28,334

Computer Services	$ -	per labor hour		-
Internal Reproduction	$ -	per labor hour		-
Malcolm Pirnie Labor Total				$ 28,334

SUBCONSULTANTS	Labor	Expenses
Deutsch Architecture Group	$28,500	
Nabar Stanley Brown, Inc.	13,220	
McCloskey-Peltz, Inc.	950	
Dibble Engineering	2,890	
Subtotal Expenses	$ 45,560	$ -
Administrative Fee	$ -	$ -
Subconsultant Totals	$ 45,560	$ -

EXPENSES	
Shipping and Courier Services	
External Reproduction	
Subtotal Expenses	$ -
Administrative Fee	$ -
Total Expenses	$ -

TOTAL BUDGET ESTIMATE $ 73,894

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CITY OF TEMPE

South Tempe Water Treatment Plant

Water Quality Upgrades

Project No. 3203211

5/23/2011

2. - Additional Post-Design Services for STWTP Upgrades (GMP II and GMP III)

Budget Estimate

MALCOLM PIRNIE LABOR

		Principal/ Proj Mgr	Senior Associate	Associate/Lead Proj Eng	Pr. Eng / Sci / Arch Grade 6	Pr. Eng / Sci / Arch Grade 5	Eng / Sci / Arch Grade 4	Eng / Sci / Arch Grade 3	Eng / Sci / Arch Grade 2	Eng / Sci / Arch Grade 1	Admin/ Technician Grade 8	Admin/ Technician Grade 7	Admin/ Technician Grade 6	Admin/ Technician Grade 5	Admin/ Technician Grade 4	Admin/ Technician Grade 3	Admin/ Technician Grade 2	Admin/ Technician Grade 1	Total Task Hours	Task Labor Dollars
A	Additional Construction Submittals	30		72	60	60	120	100	100			64		120					726	$ 91,116
B	Additional Interpretations and Clarifications	30		24	24		50					30							158	25,886
C	CMAR MOPO Development Support											73							73	9,563
D	Additional APP and MCESD AOPP Permit Support			6			15												21	2,856
	Total Hours	60	0	102	84	60	185	100	100	0	0	167	0	120	0	0	0	0	978	
	Labor Billing Rates ($/hour)	258	231	196	163	135	112	99	91	81	151	131	103	88	76	60	52	45		
	Total Labor Dollars	15,480	0	19,992	13,692	8,100	20,720	9,900	9,100	0	0	21,877	0	10,560	0	0	0	0	--	$ 129,421

Computer Services	$ -	per labor hour		-
Internal Reproduction	$ -	per labor hour		-
Malcolm Pirnie Labor Total				$ 129,421

SUBCONSULTANTS	Labor	Expenses
Deutsch Architecture Group		
Nabar Stanley Brown, Inc.		
McCloskey-Peltz, Inc.		
Dibble Engineering		
Subtotal Expenses	$ -	$ -
Administrative Fee	$ -	$ -
Subconsultant Totals	$ -	$ -

EXPENSES	
Shipping and Courier Services	
External Reproduction	
Subtotal Expenses	$ -
Administrative Fee	$ -
Total Expenses	$ -

TOTAL BUDGET ESTIMATE $ 129,421

MALCOLM PIRNIE

Notice to Proceed:	9/2/2009
Contract Term (calendar days):	900
Original Contract Completion Date:	2/19/2012
Projected Completion Date for All Services:	2/19/2012
Projected Contract Duration (calendar days):	900

City of Tempe

South Tempe Water Treatment Plant Water Quality Improvements

Project No. 3203211

PROFESSIONAL SERVICES CONTRACT

Request for Authorization of Budget Reallocation No. 2 and Additional Post-Design Services for STWTP Improvements (GMP II & III)

Adjustment Amounts this Request:

TASK	COMPENSATION METHOD	MALCOLM PIRNIE PROJECT NO.	ORIGINAL BUDGET	AUTHORIZED ADJUSTMENTS/ REALLOCATIONS	CURRENTLY AUTHORIZED BUDGET	Malcolm Pirnie	Subconsultants: Deutsch Architecture	Subconsultants: NSB	Subconsultants: McCloskey Peltz	Subconsultants: Construction Consultants	Subconsultants: Dibble Engineering	Subconsultants:	Summary: Inter-Task Reallocation	Summary: Addl. Contract Budget	Summary: Total Adjustments	RESULTING TASK BUDGET
Design Services:																
I Project Management and Administration through Design	Lump Sum	2213-018	$ 180,552	$ -	$ 180,552								$ -		$ -	$ 180,552
II Water Quality Upgrades and Other Plant Improvements Design	Lump Sum	2213-018	$ 1,204,431	$ 158,260	$ 1,362,691								$ -		$ -	$ 1,362,691
III Environmental Laboratory Design	Lump Sum	2213-019	$ 819,410	$ 48,729	$ 868,139	$ 28,334	$ 28,500	$ 13,220	$ 950		$ 2,890		$ 73,894		$ 73,894	$ 942,033
Design Services Subtotal:			$ 2,204,393	$ 206,989	$ 2,411,382	$ 28,334	$ 28,500	$ 13,220	$ 950	$ -	$ 2,890	$ -	$ 73,894	$ -	$ 73,894	$ 2,485,276
IV Construction and Post-Construction Services	Fixed Hourly Rates	2213-023	$ 836,447	$ 131,613	$ 968,060	$ 104,999	$ -	$ -	$ -	$ -	$ -	$ -	$ (24,422)	$ 129,421	$ 104,999	$ 1,073,059
A. Construction Administration			$ 554,735		$ 554,735	$ 129,421								$ 129,421	$ 129,421	$ 684,156
B. Control System Programming and Start-up Support			$ 102,648	$ 131,613	$ 234,261								$ -		$ -	$ 234,261
C. Record Drawings			$ 56,216		$ 56,216								$ -		$ -	$ 56,216
D. Application for Approval of Construction from MCESD			$ 6,184		$ 6,184								$ -		$ -	$ 6,184
E. Electronic Operations Manual			$ 36,112		$ 36,112								$ -		$ -	$ 36,112
F. Training			$ 36,866		$ 36,866								$ -		$ -	$ 36,866
G. Commissioning			$ 9,632		$ 9,632								$ -		$ -	$ 9,632
H. Warranty Period Services			$ 9,632		$ 9,632								$ -		$ -	$ 9,632
I. Process Optimization Support			$ 24,422		$ 24,422	$ (24,422)							$ (24,422)		$ (24,422)	$ -
V Optional Design Services	Lump Sum		$ 128,488	$ (128,488)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
A. Finished Water Pump Station Design			$ 112,512	$ (112,512)	$ -								$ -		$ -	$ -
B. Additional Optional Design Services			$ 15,976	$ (15,976)	$ -								$ -		$ -	$ -
VI Special Services	Fixed Hourly Rates		$ 363,874	$ (210,114)	$ 153,760	$ (26,493)	$ -	$ -	$ -	$ -	$ -	$ -	$ (26,493)	$ -	$ (26,493)	$ 127,267
A. Supplemental Evaluations and Testing		2213-021	$ 90,420		$ 90,420	$ (26,493)							$ (26,493)		$ (26,493)	$ 63,927
B. Electronic Drinking Water and Regulatory Compliance Database			$ 155,584	$ (155,584)	$ -											$ -
C. Pilot Data Reporting System			$ 28,030	$ (28,030)	$ -											$ -
D. Water Quality Upgrades - Landscaping Design			$ 7,200	$ (7,200)	$ -											$ -
E. Additional Consultant Cost Estimating Activities		2213-024	$ 82,640	$ (19,300)	$ 63,340											$ 63,340
Reimbursable Expenses for All Tasks (Allowance):	Cost Reimbursement	2213-020	$ 102,675	$ -	$ 102,675	$ (22,979)	$ -	$ -	$ -	$ -	$ -	$ -	$ (22,979)		$ (22,979)	$ 79,696
TOTALS			$ 3,635,877	$ -	$ 3,635,877	$ 83,861	$ 28,500	$ 13,220	$ 950	$ -	$ 2,890	$ -	$ -	$ 129,421	$ 129,421	$ 3,765,298

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South Tempe
Water Treatment Plant
Contract Overview

Project Number	Contract Number	Contract Date	Firm	Contract Type	Selection Method	Amount	Project Name	Status	Major Improvements
3200071	C2005-81E	10/20/2005	3D/International	Construction	JOC	$388,758.00	STWTP 2005 Minor Modifications	Construction Complete	Cleaning & painting sedimentation basin equipment, install new pre-sed and barscreen control valves, install emergency eyewash stations and sludge drying beds decant drain line.
	C2006-19	1/12/2006	CMX	Const. Mgt.	On-call List	$8,720.00			
3200072	C2005-81V	9/6/2007	3D/International	Construction	JOC	$819,371.50	STWTP Admin Building Expansion	Construction Complete	Approx. 600 sq.ft. addition to the existing plant administration building providing expanded locker, toilet and shower facilities and conference room.
	C2007-158	9/6/2007	Bosak CPM	Const. Mgt.	On-call List	$47,897.58			
	C2005-244	11/3/2005	Dick & Fritsche Design	Design	On-call List	$93,990.00			
3200073	C2005-80O	11/6/2006	Foresite Design & Construction	Construction	JOC	$96,771.45	STWTP Compressor Replacement	Construction Complete	Installation of concrete equipment pads and two new air compressors.
3200074	C2005-81U	8/8/2007	3D/International	Construction	JOC	$20,481.00	STWTP Carbon Bagger	Construction Complete	Installation of new cartridge dust collector system for the powered activated carbon loading system.
3209351	C2008-251	10/22/2009	Hunter Contracting	Construction	JOC	$476,296.86	STWTP Chlorine Generation System Expansion	Construction Complete	New 60-ton brine tank and installation of additional new liquid chlorine generating equipment
3203421	C2008-249	5/28/2009	Wilson Engineers	Design and Const. Mgt.	On-call List	$72,835.00	STWTP Sedimentation Basin Grout Liner Replacement	Construction Complete	(Sundt GMP I below)
3203211	C2008-249	12/11/2008	Damon S. Williams	Study	On-call List	$199,683.78	Disinfection By-Products Remediation Study	In Construction	Developed strategy for operational changes and new infrastructure to control the formation of disinfection by-products
	C2009-148	8/20/2009	Malcolm Pirnie	Design	Professional Servicies RFQ	$3,765,298.00	STWTP Water Quality Improvements		(Sundt GMP II, GMP III below) and new environmental laboratory (future hard bid)
	C2010-77	5/5/2010	Wilson Engineers	Const. Mgt. Design Phase	Professional Servicies RFQ	$216,188.00	STWTP Water Quality Improvements		
	C2009-180	9/10/2009	Sundt Construction	CMAR Design Phase Services	CMAR RFQ	$298,187.00	STWTP Water Quality Improvements		(GMP I,II & III below)
	C2009-189	9/17/2009	Sundt Construction	Construction	CMAR RFQ	$1,597,166.00	STWTP Water Quality Improvements **GMP I**	Construction Complete	Remove and replace grout bottom of primary and secondary sedimentation basins
	C2010-169	8/19/2010	Sundt Construction	Construction	CMAR RFQ	$23,838,948.00	STWTP Water Quality Improvements **GMP II**	In Construction	Enhanced coagualtion related improvements, expanded solids handling facilities, groundwater blending facilities, disinfection system improvements, replacement/repair of existing aging equipment, install new monitoring and control hardware and software
	C2010-170	8/19/2010	Wilson Engineers	Wilson Engineers	CMAR RFQ	$1,502,510.00			
	C2010-215	10/21/2010	Sundt Construction	Construction	CMAR RFQ	$7,464,535.00	STWTP Water Quality Improvements **GMP III**		Repace existing finished water pumps, electrical and control equipment, install new raw water flow meters and construct new electrical buidling
	C2010-216	10/21/2010	Wilson Engineers	Const. Mgt.	CMAR RFQ	$413,010.00			
	C2011-04	1/13/2011	Malcolm Pirnie	Study/Staking/Misc.	Professional Servicies RFQ	$187,779.00	STWTP Water Quality Improvements		Plant-wide constrol system programming servicies during construction
	C2009-148	7/7/2011	Malcolm Pirnie	Design - Addendum	Professional Servicies RFQ	$129,421.00	STWTP Water Quality Improvements		Additional professional engineering servicies during construction GMP II & III

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B16

SUBJECT: Request award of a professional services contract with HDR Engineering, Inc. for design of the Rio Salado multi-use path from Priest Drive to State Route 143.

DOCUMENT NAME: 20110707pwdr05 RIO SALADO MASTER PLAN (0112-07-03) PROJECT NO. 6004131

COMMENTS: Total cost for this contract is $70,081.

PREPARED BY: Donna Rygiel, Engineering Contracts Administrator (x8520)

REVIEWED BY: Lisa Collins, Deputy Comm. Dev. Director - Planning (x8989)
Andy Goh, Deputy PW Director/City Engineer (x8896)

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (x8779)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: Sufficient funds for this design contract have been appropriated and are available in Capital Improvement Fund No. 6004139, Rio Salado multi-use path from Priest Drive to State Route 143. Staff has secured a $400,000 federal grant to fund construction of this project.

RECOMMENDATION: Award professional services contract.

ADDITIONAL INFO: This multi-use path project will connect with the existing Rio Salado south bank path at Priest Drive and extend west along the top of the Salt River southern levy to the east side of State Route 143 at the city's western boundary. Construction of this 7,300 foot path is to include an asphalt surfaced path with pedestrian lighting.

The scope of work for this design services contract with HDR Engineering, Inc. includes pathway design, a drainage study and design, lighting design and utility coordination. HDR was previously contracted with the City to provide the initial environmental clearance for this project.

Staff has negotiated the design services fee with HDR Engineering, Inc. and considers it reasonable for the scope of services. HDR Engineering, Inc. was selected from our professional services consultant on-call list based on a qualifications based selection process, pursuant to Arizona Revised Statues § 34-103, which includes evaluation of the firm in each selected discipline based on the following selection criteria and relative weights:

- 30% Overall capability and qualifications of the firm;
- 30% Relevant municipal project experience of the firm;
- 25% Qualifications and experience of the firm's key local staff, and;
- 15% Overall evaluation of the firm and its familiarity of local regulations.

Once the annual professional services on-call lists are established, consultants are utilized throughout the year based on how their expertise relates to our project needs.

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 7th day of July, 2011, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **HDR Engineering, Inc.,** a Nebraska corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Rio Salado Multi-Use Path – Priest Drive to State Route 143**, Project No. **6004131** ("Project").

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

1.1. Consultant shall provide design services, as described in Exhibit "A" attached.

1.2. Consultant has assigned Ben Spargo as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.

1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.

1.4. Consultant shall follow and comply with the Public Improvement Project Guide as directed by City.

1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.

1.6. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCADD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for

example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.

1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.

1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within one hundred eighty (180) calendar days of the date appearing on the "Notice to Proceed" issued by City. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

3.1. Payment for this Contract shall be based on hourly rates established in the attached Exhibit "A" incorporated hereby by this reference. Total compensation for the services performed shall not exceed $70,081.00, unless otherwise authorized by City in its sole discretion. This fee includes an allowance of $2,951.00 for reimbursable expenses, which in no event will ever be more than actual cost.

3.2. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. If detailed invoice(s) are approved by City, such installment payment shall be made within thirty (30) days after City's approval of the progress report and detailed invoice subject to the following limitations:

3.2.1. Prior to approval of the preliminary design (60% plans), payments to Consultants shall not exceed 50% of the total Contract amount.

3.2.2. Prior to approval of the final design documents, payments to Consultants shall not exceed 90% of the total Contract amount. The final approval and payment will be made within a reasonable period of time.

3.2.3. Payment for reimbursable expenses shall be made during all phases based on actual expenses.

3.3. City at its discretion may, by written notification, waive the above limitations.

3.4. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

4. CITY'S RESPONSIBILITIES

4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.

4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).

4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:

4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.

4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or

convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 3200 E. Camelback Road, Suite 350, Phoenix, Arizona 85018. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.

5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.

5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.

5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.

5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.

5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by

City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.

5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.

5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.

6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.

6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.

6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than $1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than $1,000,000 each claim and $1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.

7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.

7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file

diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.

9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.

9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.

15.2. Equal Opportunity. Consultant covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall comply with all applicable federal, state, and local laws and ordinances at the time of execution of this Contract and shall not discriminate against or segregate any person or group of persons any person on account of race, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition in the performance of this Contract and shall comply with the terms and intent of all applicable federal, state and local governance concerning nondiscrimination. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this clause.

15.3. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the legal right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

15.4. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendre*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Contractor certifies that it does not have a scrutinized business operation in either Iran or Sudan.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.3 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

15.5. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.

15.6. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.

15.7. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.

15.8. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.7, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.

15.9. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.

15.10. Consultant's Good Standing. Consultant hereby warrants and represents that it is a Nebraska corporation, licensed to do business in the state of Arizona and

currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.

15.11. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.

15.12. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.13. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.

15.14. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.

15.15. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.

15.16. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.

15.17. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.

15.18. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

15.19. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

15.20. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:	CONSULTANT:
Andy Goh, City Engineer City of Tempe Public Works/Engineering Dept. P.O. Box 5002 Tempe, AZ 85280	Ben Spargo HDR Engineering, Inc. 3200 E. Camelback Road Suite 350 Phoenix, AZ 85018

15.21. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.22. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT

ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

Rio Salado Multi-Use Path – Priest Drive to State Route 143
Project No. 6004131

DATED this _____ day of _____, 2011.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

_____
City Clerk

Recommended By:

_____
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

_____
City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
HDR Engineering, Inc.

_____
Signature

_____
Printed Name

_____
Title

_____
Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

_____
Karen M. Fillmore
Records Specialist

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

_____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: ___ ___ ___ ___

_____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: ___ ___ ___ ___

_____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____

_____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____

_____ 5. A United States passport.
Print first 4 numbers/letters on Passport: ___ ___ ___ ___

_____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___

_____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: ___ ___ ___ ___

_____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___

_____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

_____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___

_____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

_____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

_____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

_____ Signature

_____ Business/Company (if applicable)

_____ Print Name

_____ Address

Date: _____

_____ City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.

5-24-11

EXHIBIT A

SCOPE OF SERVICES

SALT RIVER MULTIUSE PATH

Priest Drive to SR 143

CITY OF TEMPE CONTRACT NO. ~~6001581~~ 6004131

BRIEF DESCRIPTION OF THE PROJECT

HDR Engineering (Design Consultant), acting under the authority of the City of Tempe (City), shall perform research, field survey and engineering work necessary to prepare detailed construction plans, cost estimates and special provisions for the construction of a multi-use bicycle/pedestrian path located along the south bank of the Salt River (Rio Salado). The main path would begin at Priest Drive, just south of the bridge over the Salt River and extend west along the top of the south bank of the river for approximately 1 mile. The location of the path would generally coincide with the existing maintenance road along the top of the river bank that is operated by the Flood Control District of Maricopa County (FCDMC). The path would extend to just east of SR 143 which also represents the boundary between the cities of Tempe and Phoenix and then turn south parallel to SR 143 and tie into 48th Street just north of 1st Street. Additionally, a connector path would be constructed from the midpoint of the main path to Rio Salado Parkway. The total length of new path would be approximately 7,300 feet.

This project will include path design, drainage design, lighting design, and utility coordination and relocations (if necessary).

Design services shall include the services described within this scope of services to produce one set of construction bid documents for the multi-use path and associated facilities to be bid by the City of Tempe.

GENERAL REQUIREMENTS

1. **DESIGN STANDARDS** – The path will be designed and constructed in compliance with the Americans with Disabilities Act (ADA), current specifications and standard details of the Maricopa Association of Governments (MAG), the 2010 Tempe supplements to the MAG specifications and standard details, and the American Association of State Highway Transportation Officials (AASHTO) 1999 *Guide for the Development of Bicycle Facilities.*

2. **QUALITY CONTROL** – Quality control is a management system for producing a product that complies with the terms of the contract. The Design Consultant is responsible for maintaining a quality control program that will provide a quality product. The Design Consultant shall meet with the City throughout design to review and discuss

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the system they have implemented to ensure a successful end product. The system shall be acceptable to the City. Subsequent changes may be deemed necessary if the program is not producing the quality of work required by the contract.

3. **PROJECT DESIGN SCHEDULE** – Prior to commencing any work, the Design Consultant and the City shall meet to determine the project design and construction schedule. The Design Consultant shall contact the City prior to the monthly billing to assess the project's progress in relationship to the design schedule. In the event that the Design Consultant falls behind the accepted design schedule, he shall be required to provide documentation explaining each event that caused the project to be delayed. In addition, the Design Consultant must prepare a written statement to identify what steps will be taken to return the project to its original schedule. This documentation will be necessary prior to payment approval.

   This project is anticipated for design completion within six months from Notice to Proceed.

4. **SUBMITTALS**

   A. All submittals shall be submitted to the City. Plan and profile sheets will be prepared to a scale of 1"=20'.

   B. It shall be the Design Consultant's responsibility to submit plans and coordinate with all agencies having utilities within the project limits. Likewise, the Design Consultant shall abide by any Intergovernmental Agency agreements and procedures.

   C. If a plan submittal does not contain sufficient information to adequately review that phase of the design, the plans will be returned to the Design Consultant for completion and resubmittal of that phase of the design.

      The City will arrange a meeting with the Design Consultant upon its completion of the submittal review to discuss the direction in which the work is proceeding, make note of any recommendations by the Design Consultant, and voice any concerns over the project.

      The City's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc., is that only of review for conformance with design standards, procedures, and criteria established by the City. The City shall not be responsible for checking the Design Consultant's plans for accuracy or engineered design.

   D. Design Consultant shall be responsible for:

      1. Compliance with applicable design criteria, procedures, and Scope of Services.

      2. Preparation of plans and technical specifications of a quality representative of the profession, which are both clear and of sufficient

detail to provide the Contractor direction by which this project may be constructed.

3. Researching and obtaining available materials, maps, survey data, as-builts, reports, etc., as may be applicable to this project.

60% Submittal: Submit 60% Plans, Drainage Memo, and Cost Estimate

90% Submittal: Submit 90% Plans, Technical Specifications and Cost Estimate

100% Submittal: Submit 100% Sealed Plans, Technical Specifications and Cost Estimate

5. **MEETING PARTICIPATION** – As part of the contractual relationship with the City, the Design Consultant shall attend, prepare agenda and take notes at the meetings outlined herein. The notes shall be furnished to the City in the form of meeting summary. The notes shall address action items and the responsible parties. All meeting notes will be submitted to the City within 5 working days after the meeting. The City shall review and approve all meeting notes.

PROJECT REQUIREMENTS

1.0 PROJECT MANAGEMENT AND MEETINGS

This task will provide a firm foundation for overall project management and monitoring. The Design Consultant will hold four project progress meetings (project kickoff, prior to 60% submittal, prior to 95% submittal, and prior to 100% submittal) with the City; prepare monthly progress reports; perform regular budget and schedule monitoring; coordinate with any other related projects dealing with this area; and conduct regular team meetings for project coordination. This task will include:

- Meeting with Design Consultant team members at regular intervals
- Making assignments to Design Consultant task managers
- Ensuring that effective quality assurance/quality control (QA/QC) procedures are implemented
- Creating and maintaining project files for purposes of the administrative record
- Coordinating miscellaneous other tasks as necessary to ensure that schedules and budgets are maintained

2.0 PATHWAY DESIGN

Obtain/Generate Existing DTM Model

The basis for the existing ground model (digital terrain model, DTM) shall be the survey information obtained from the FCDMC during the development of the Project Assessment.

This task assumes that no new topographic survey will be required.

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Design Data Sheet, Typical Sections and Structural Section

Prepare an Index Sheet including General Notes and Design Data information. Develop a Typical Section sheet for the different path conditions and show pavement structural sections.

Obtain Geometric Control

The basis for the horizontal and vertical control shall be the "Benchmark and Survey Control" map obtained from the City of Tempe Engineering/GIS division, with latest updates.

This task assumes that any survey/control information will be requested by the Engineer and completed by City forces.

Develop Horizontal and Vertical Alignments

Use InRoads to develop the new horizontal alignment and vertical profile for the proposed multiuse path using the design standards described in the General Requirements section. Perform design in coordination with the utility relocations, drainage requirements, and City input for the project.

Earthwork Modeling

Use Inroads to model the proposed surface as needed to generate earthwork quantities for cost estimating purposes.

This task assumes that cross-section sheets will not be created for this project.

Prepare Technical Specifications (including Bid Items, Measurement, and Payment), Quantities and Construction Cost Estimate

Design Consultant will prepare technical specifications, outlining the general requirements of the contractor as well as listing the bid items with specified measurement and payment. Design Consultant will calculate the associated project quantities and prepare bid tab construction cost estimates for the associated project elements of the proposed paths.

3.0 DESIGN PLANS

All plans shall be prepared in Microstation. The submittal packages shall be at the percentages of completion listed below. The consultant shall submit six sets of half-size bond prints for the 60% and 90% submittals. One set of full-size original sealed mylars, sealed technical specifications (including bid items, measurement, and payment) and sealed engineer's estimate shall be provided at the 100% Final Submittal. An electronic PDF of each submittal will be provided to the City on CD.

Preliminary: 60% Design Submittal

The Preliminary 60% Plans, Technical Specifications and Cost Estimate shall be based on the preferred alternative presented in the Final "Project Assessment". This submittal shall also include a preliminary Drainage Memorandum. The Design Consultant will distribute these plans to all stakeholders (ADOT, FCDMC, SRP, etc.) for their comments.

Pre-Final 90% Design Submittal

The 90% Pre-Final Submittal shall resolve and address all comments from the previous submittal including. A comment response/resolution matrix for the 60% design comments will be issued along with the 90% Pre-Final Submittal. The Design Consultant will distribute these plans to all stakeholders (ADOT, FCDMC, SRP, etc.) for their comments.

Final: 100% PS&E Design Submittal

The Final 100% plans, specifications and estimate shall address all comments from the previous submittal. A comment response/resolution matrix for the 90% design comments will be issued along with the 100% Final Submittal. This submittal will include bidding documents (list of items, technical specifications) in MSWord 2000 for use by the City in advertising the project for construction.

The plan and profile drawings will be drawn to a horizontal scale of 1-inch = 20 feet. The following plan sheets are anticipated for the project:

1	G-1	Cover Sheet
2	G-2	General Notes Sheet
3	G-4	Typical Sections
4	G-5	Details
5	G-6	Details
6	D-1	Details
7	D-2	Details, Drainage
8	C-1	Plan and Profile
9	C-2	Plan and Profile
10	C-3	Plan and Profile
11	C-4	Plan and Profile
12	C-5	Plan and Profile
13	C-6	Plan and Profile
14	C-7	Plan and Profile
15	C-8	Plan and Profile
16	C-9	Plan and Profile
17	C-10	Plan and Profile
18	C-11	Plan and Profile
19	C-12	Plan and Profile
20	C-13	Plan and Profile

21	C-14	Plan and Profile
22	C-15	Plan and Profile
23	C-16	Plan and Profile
24	C-17	Plan and Profile
25	C-18	Plan and Profile
26	L-1	Lighting Notes
27	L-2	Lighting Details
28	L-3	Lighting Plan
29	L-4	Lighting Plan
30	L-5	Lighting Plan
31	L-6	Lighting Plan
32	L-7	Lighting Plan
33	L-8	Pole Schedule
34	L-9	Pole Schedule
35	L-10	Conductor Schedule
36	L-11	Conductor Schedule
37	S-1	Signing & Striping Notes
38	S-2	Signing & Striping Details

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4.0 DRAINAGE

Drainage analysis shall be performed in accordance with procedures in the City's Engineering and Design Criteria. The drainage concept shall, at a minimum, accommodate a 2-year storm event without flooding the path. Offsite flow conditions will not be considered with this project.

Available topographic mapping and survey data, drainage reports, environmental documents, and information obtained from a site-visit will be reviewed. The existing drainage discharges and flow patterns will be determined. Drainage problems and possible solutions will be identified and reviewed with the City.

Drainage Memorandum

The Drainage Memorandum will include: 1) introduction with scope and purpose, project background and project description; 2) hydrologic section with description of existing improvements, previous studies, coordination, description of methodology, and design flows; 3) recommended design section with proposed imrovements and details; 5) references section; 6) appendix; and 7) coordination documents.

Drainage Memorandum submittals will be: 1) Intial Drainage Memorandum with the 60% submittal; and Final Drainage Memorandum with the 90% submittal.

This task assumes that the Drainage Memorandum will not address Section 404 of the Federal Clean Water Act issues or National Pollutant Discharge Elimination System issues such as temporary erosion control structures.

Drainage Design and Plans

The proposed drainage design shall be shown on the plan and profile sheets. Any pipe profiles or details shall be shown on a detail sheet.

This task assumes that no new drainage sheets will be required.

5.0 UTILITY COORDINATION

The Design Consultant will coordinate with utility companies and other agencies to incorporate existing and proposed utility facilities into the construction plans. All existing and proposed utilities shall be shown in the plan and profile sheets. Initial contact with utility companies shall be made under the data collection task as record drawings are being collected.

The Design Consultant shall provide the utility companies design plans to review and to provide verification and comments concerning the horizontal and vertical locations. Their comments shall be incorporated into the base maps and design plans.

This task assumes that there would be no utility relocations as part of this project.

6.0 SIGNING AND STRIPING

Prepare signing and striping notes and detail sheets for the proposed multi-use path following AASHTO, MUTCD, and City of Tempe Standards.

7.0 LIGHTING

Prepare lighting plan sheets, pole schedule sheets, and conductor schedule sheets for lighting of the main path. The design is assumed to use the Special Rio Salado Multi-Use Path Lighting Fixture (Detail T-658). Pole spacing will be approximately 80 feet with 150 watt HPS fixtures located on the south side of the path.

The design assumes that at least two Load Center locations will be required. Voltage drop calculations will be performed. No photometric analysis will be performed.

8.0 LANDSCAPE AND IRRIGATION

This task assumes that there will be no irrigation or plants included in this project.

9.0 PUBLIC MEETINGS

This task assumes that there will be no public meetings included in this project.

10.0 BID SERVICES

Prepare Addendum: Prepare and submit sealed addendum, during the bidding phase of each design package.

Pre-Bid Conference: Attend the pre-bid conference (if required by the client) and assist in answering questions pertaining to the project that arise at this time.

Interpretation of Construction Documents: Answer bidder's questions pertaining to the construction documents during the bidding phase of each design package.

Attend Bid Opening: Attend the bid openings and make recommendation for award of each design package.

This task does not include post-design services associated with this scope of services. If these services are requested by the City, a separate contract, scope of work, and estimate of hours will be developed.

FINAL DESIGN - SALT RIVER MUP, Priest Drive to SR 143
CITY OF TEMPE CIP: 6001581
EXHIBIT A - FEE MATRIX

TASK	TASK DESCRIPTION	A/E FIRM							
		Senior Engineer/ Project Manager	Design Project Manager	Project Engineer	Drainage Engineer	Technician/ Drafter	Admin/ Accountant	Total Hours	Total Fee
		$165	$125	$100	$100	$80	$55		
Task 1.0 Project Management and Meetings									
1.1	Project management	2	20				12	34	$3,490
1.2	Progress/Comment Resolution meetings	2	12	4				18	$2,230
	LABOR SUBTOTAL	4	32	4	0	0	12	52	$5,720
Task 2.0 Pathway Design									
2.1	Path geometry, modeling			16			6	22	$1,930
2.2	Typical sections			8		4		12	$1,120
2.3	Technical specifications and estimate		20	16				36	$4,100
	LABOR SUBTOTAL	0	20	40	0	4	6	70	$7,150
Task 3.0 Design Plans									
3.1	60% Plans development and QA/QC review	4	12	90	16	52	2	176	$17,030
3.2	90% Plans development and QA/QC review	4	8	50	8	40	2	112	$10,770
3.3	100% Plans development and QA/QC review	4	12	32		32	2	82	$8,030
	LABOR SUBTOTAL	12	32	172	24	124	6	370	$35,830
Task 4.0 Drainage									
4.1	Drainage memorandum	2	4		40	8	2	56	$5,580
	LABOR SUBTOTAL	2	4	0	40	8	2	56	$5,580
Task 5.0 Utility Coordination									
5.1	Utility coordination		8	4		10		22	$2,200
	LABOR SUBTOTAL	0	8	4	0	10	0	22	$2,200
Task 6.0 Signing and Striping									
6.1	Signing and striping design			10	0	10		20	$1,800
	LABOR SUBTOTAL	0	0	10	0	10	0	20	$1,800
Task 7.0 Lighting									
7.1	Lighting design	10	8	40		10		68	$7,450
	LABOR SUBTOTAL	10	8	40	0	10	0	68	$7,450
Task 8.0 Landscape and Irrigation									
8.1	Landscape and irrigation (assumes none)							0	$0
	LABOR SUBTOTAL	0	0	0	0	0	0	0	$0
Task 9.0 Public Meetings									
9.1	Public meetings (assumes none)							0	$0
	LABOR SUBTOTAL	0	0	0	0	0	0	0	$0
Task 10.0 Bidding Services									
10.1	Bidding services		8	4				12	$1,400
	LABOR SUBTOTAL	0	8	4	0	0	0	12	$1,400
	LABOR TOTAL	28	112	274	64	166	26	670	$67,130

TOTAL FEE

Amount Not To Exceed Labor Cost Amount of	$ 67,130	for	Engineering Design Services
Allowance of	$ 2,951	for	Reimbursable Expenses (see attached sheet)
Hourly Not To Exceed Amount of		for	
Allowance Not To Exceed Amount of		for	
Allowance Not To Exceed Amount of		for	
Allowance Not To Exceed Amount of		for	
TOTAL	$ 70,081	Total Contract Amount	

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DERIVATION OF ESTIMATED DIRECT EXPENSES for

Final Design Salt River MUP, Priest Drive to SR 143

TRAVEL

Mileage

	Trips	Mi / Trip	Cost / Mi	Total
Site Visits	8	20	$ 0.505	$ 81
TOTAL TRAVEL COST				**$ 81**

REPRODUCTION IN HOUSE	Sets	No. Sheets	Cost	Total
General printing (100 sheets/month)	1	600	$ 0.12	$ 72
60% Plans (11x17)	10	38	$ 0.12	$ 46
90% Plans (11/17)	10	38	$ 0.12	$ 46
100% Plans (mylars)	1	38	$ 6.00	$ 228
TOTAL REPRODUCTION COSTS				**$ 391**

TECHNOLOGY CHARGE

Technology Charge at $3.70 per labor hour	670	$3.70	**$ 2,479**

TOTAL DIRECT EXPENSES **$ 2,951**

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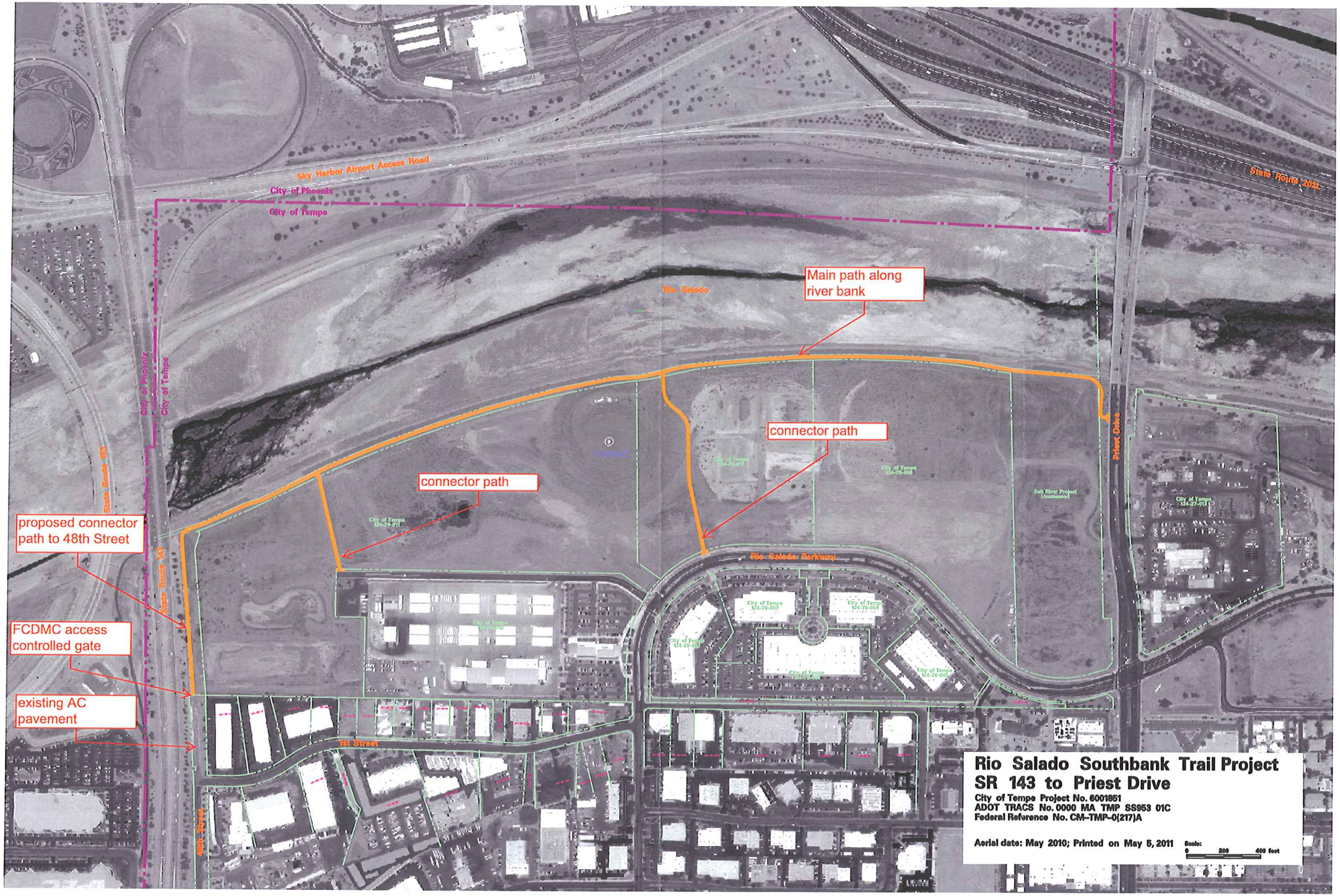
Sky Harbor Airport Access Road
City of Phoenix
City of Tempe
State Route 202L
Rio Salado
Main path along river bank
connector path
connector path
proposed connector path to 48th Street
FCDMC access controlled gate
existing AC pavement
State Route 143
Priest Drive
Rio Salado Parkway
1st Street
48th Street
Rio Salado Southbank Trail Project
SR 143 to Priest Drive
City of Tempe Project No. 6001851
ADOT TRACS No. 0000 MA TMP SS953 01C
Federal Reference No. CM-TMP-0(217)A
Aerial date: May 2010; Printed on May 5, 2011
Scale:
0
200
400 feet

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B17

SUBJECT: Request approval to award a one-year contract with four, one-year renewal options to Reliant Gases, LTD for the purchase of refrigerated liquid carbon dioxide used in the production of drinking water.

DOCUMENT NAME: 20110707fsts14 PURCHASING (1004-01)

COMMENTS: Total cost of this contract will not exceed $250,000 for the initial one-year contract term.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Jerry Hart, CPA, Deputy Director Finance & Technology - Finance, 480-350-8505
Michael Greene, CPM, Central Services Administrator, 480-350-8516
Don Bessler, Public Works Director, 480-350-8205
Don Hawkes, Deputy Public Works Director - Water Utilities, 480-350-2631

LEGAL REVIEW BY: Dave Park, Assistant City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director, 480-350-8504

FISCAL NOTE: (T11-155) Sufficient funds have been appropriated in cost centers 3013 and 3014 (Water and Wastewater Fund) for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: This contract provides for the purchase, delivery and unloading of refrigerated liquid carbon dioxide used in the production of drinking water.

The City of Tempe hosted a cooperative solicitation for this requirement that included the City of Glendale. By combining purchase volumes both agencies will benefit through more competitive pricing.

Evaluation Process

The City received four (4) proposals that were reviewed and scored by the evaluation committee comprised of Public Works and Procurement Staff.

The following firms responded to the RFP:

- Air Liquide Industrial U.S. LP
- Praxair Distribution, Inc.
- Reliant Gases, LTD
- West Air Gases and Equipment

The scoring criteria included the following categories:

- Firm's Qualifications - 17.86%
- Cost - 25%
- Adherence to Specifications - 28.58%
- Acceptance of the terms and conditions - 17.86%

- Completeness of proposal - 10.70%

The following abstract represents all firms' scores listed in rank order:

Offering Firm	Score	Cost Per Pound
Reliant Gases, LTD	245.67	$0.0625
West Air Gases and Equipment	208.07	$0.1040
Air Liquide Industrial U.S. LP	189.04	$0.1150
Praxair Distribution, Inc.	164.47	$0.0850

After careful consideration, the committee recommends award of contract to Reliant Gases, LTD, the firm determined to have submitted the most advantageous offer to provide refrigerated liquid carbon dioxide.

RETURN THIS PAGE
Vendor's Offer
Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Original

Company Name: Reliant Gases

Company Mailing Address: 300 North Marienfeld Suite 600

City: Midland State: TX Zip: 79701

Contact Person: DAVID BUROICK Title: Area Manager

Phone No.: (303) 912-8602 FAX: (720) 344-0864 E-mail: DBuroick@Reliantgases.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: N/A or

Arizona Use Tax No.: N/A

Federal I.D. No.: 75-2917790

City & State Where Sales Tax is Paid: N/A, _____

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Vance Vanderburg

Title of Authorized Individual (TYPE OR PRINT IN INK) Director of Sales

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror **Date** 5/2/11

Pricing Section

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	Refrigerated of Liquid Carbon Dioxide, 99.5+% used in the production of drinking water	4,630,000	LB.	$ .0625	$ 289,375
	The quantities shown above are an estimated annual usage. Although no obligation shall exist to purchase these quantities, the City reserves the right to increase, decrease and/or change these requirements to provide for continued operation during the Contract Period.				
	No minimum order or delivery per location, at no additional charge to the City. Invoices shall reflect actual amounts delivered.				
	* Applicable Tax _____ %				

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:

Ramona Zapien	Letters A-C
Cecilia Miller	Letters D-O
Candace Duke	Letters P-Z

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5B18

SUBJECT: Request award of a professional services contract with T.Y. Lin International, Inc. for design of the Rio Salado shared-use pedestrian underpass under the Loop 202 freeway at the Loop 101 freeway.

DOCUMENT NAME: 20110707pwdr10 RIO SALADO MASTER PLAN (0112-07-03) PROJECT NO.6004311

COMMENTS: Total cost for this design contract is $219,795.

PREPARED BY: Donna Rygiel, Engineering Contracts Administrator (x8520)

REVIEWED BY: Lisa Collins, Deputy Comm. Dev. Director - Planning (x8989)
Andy Goh, Deputy PW Director/City Engineer (x8896)

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (x8779)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: This project is in the approved Capital Improvement budget for FY 2011/12 and sufficient funds for this contract will be appropriated in Capital Improvement Fund No. 6004139. Construction of this project is being funded with a $943,000 federal grant from the State of Arizona.

RECOMMENDATION: Award design services contract.

ADDITIONAL INFO: The scope for construction of this project is a 12-foot wide concrete path with lighting and safety railings underneath the Loop 202 at the 202/101 traffic interchange. This approximately 1,200 foot path will link to existing and planned pathways in Tempe and Mesa along the south bank of the Salt River. The project construction is funded through Federal Highways Surface Transportation Enhancement grants. The preliminary design for the project, which was completed last year through Maricopa Association of Governments (MAG), was funded by MAG design assistance grant funds.

The scope of work for this design services contract with T.Y. Lin International, Inc. includes environmental clearance, field topographic survey, preparation of construction plans, specifications and cost estimates for a concrete pathway with a cast-in-place concrete slab bridge and pedestrian safety railing, electrical lighting, landscaping and any necessary signing.

The project provides a non-motorized link along a regionally significant riparian corridor between two major centers, Tempe Marketplace and Mesa Riverview. Additionally, the project will eliminate the main obstruction connecting Tempe to Mesa and will link to the Scottsdale Indian Bend Wash, Rio Salado, Downtown Tempe, Arizona State University, and Metro Light Rail. Finally, the project is located in a Tempe Enterprise Zone, which supports the Tempe City Council's efforts to revitalize areas that serve low income neighborhoods.

Staff has negotiated the fee with T.Y. Lin International, Inc. and considers it reasonable for the scope of services. T.Y. Lin International, Inc. was selected from our professional services consultant on-call list using a qualifications-based selection process, pursuant to Arizona Revised Statues § 34-103, which includes evaluation of the firm in each selected discipline based on the following selection criteria and relative weights:

30% Overall capability and qualifications of the firm
30% Relevant municipal project experience of the firm
25% Qualifications and experience of the firm's key local staff
15% Overall evaluation of the firm and its familiarity of local regulations

Once the annual professional services on-call lists are established, consultants are utilized throughout the year based on how their expertise relates to our project needs.

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 7th day of July, 2011, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **T.Y. Lin International, Inc.,** a California corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Rio Salado Shared–Use Pedestrian Underpass at the Loop 101**, Project No. **6004311** ("Project").

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

1.1. Consultant shall provide design services, as described in Exhibit "A" attached.

1.2. Consultant has assigned James Barr as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.

1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.

1.4. Consultant shall follow and comply with the Public Improvement Project Guide as directed by City.

1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.

1.6. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCADD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for

example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.

1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.

1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within three hundred sixty five (365) calendar days of the date appearing on the "Notice to Proceed" issued by City. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed $219,795.00, unless otherwise authorized by City. This fee includes an amount not to exceed $122,625.00 for contract services based on hourly rates established in the attached Exhibit "A" incorporated hereby by this reference, an allowance of $94,670.00 for sub-consultant services and public meeting assistance and an allowance of $2,500.00 for reimbursable expenses, which in no event will ever be more than actual cost.

3.2. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. If detailed invoice(s) are approved by City, such installment payment shall be made within thirty (30) days after City's approval of the progress report and detailed invoice subject to the following limitations:

3.2.1. Prior to approval of the preliminary design 60% plans, payments to Consultants shall not exceed 60% of the total Contract amount.

3.2.2. Prior to approval of the final design documents, payments to Consultants shall not exceed 90% of the total Contract amount. The final approval and payment will be made within a reasonable period of time.

3.2.3. Payment for reimbursable expenses shall be made during all phases based on actual expenses.

3.3. City at its discretion may, by written notification, waive the above limitations.

3.4. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

4. CITY'S RESPONSIBILITIES

4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.

4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).

4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:

4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.

4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 60 E. Rio Salado Parkway, Suite 501, Tempe, Arizona 85281. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.

5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.

5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.

5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.

5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.

5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.

5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.

5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.

6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.

6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.

6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than $1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than $1,000,000 each claim and $1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

7.1. Consultant must certify that it has or will offer health insurance to all eligible

employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.

7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.

7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are

stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.

9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.

9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of, or alleged to have resulted from the negligent

acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States.

This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.

15.2. Equal Opportunity. Consultant covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall comply with all applicable federal, state, and local laws and ordinances at the time of execution of this Contract and shall not discriminate against or segregate any person or group of persons any person on account of race, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition in the performance of this Contract and shall comply with the terms and intent of all applicable federal, state and local governance concerning nondiscrimination. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this clause.

15.3. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the legal right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

15.4. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendre*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Contractor certifies that it does not have a scrutinized business operation in either Iran or Sudan.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.3 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

15.5. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.

15.6. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.

15.7. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.

15.8. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.7, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.

15.9. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.

15.10. Consultant's Good Standing. Consultant hereby warrants and represents that it is a California corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.

15.11. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.

15.12. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.13. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.

15.14. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.

15.15. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.

15.16. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.

15.17. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.

15.18. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

15.19. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

15.20. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:	CONSULTANT:
Andy Goh, City Engineer City of Tempe Public Works/Engineering Dept. P.O. Box 5002 Tempe, AZ 85280	James Barr T.Y. Lin International, Inc. 60 E. Rio Salado Parkway Suite 501 Tempe, AZ 85281

15.21. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.22. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE**

SPECIFICALLY AND EXPRESSLY DISCLAIMED. CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

Rio Salado Shared–Use Pedestrian Underpass at the Loop 101
Project No. 6004311

DATED this _____ day of _____, 2011.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

_____
City Clerk

Recommended By:

_____
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

_____
City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
T.Y. Lin International, Inc.

_____
Signature

_____
Printed Name

_____
Title

_____
Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

_____
Karen M. Fillmore
Records Specialist

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

_____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: ___ ___ ___ ___

_____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: ___ ___ ___ ___

_____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____

_____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____

_____ 5. A United States passport.
Print first 4 numbers/letters on Passport: ___ ___ ___ ___

_____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___

_____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: ___ ___ ___ ___

_____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___

_____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

_____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___

_____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

_____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

_____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

_____ Signature

_____ Business/Company (if applicable)

_____ Print Name

_____ Address

Date: _____

_____ City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.

EXHIBIT A

TYLIN INTERNATIONAL

February 14, 2011

Gregg Kent, P.E.
City of Tempe
31 East 5th Street
Tempe, Arizona 85281

RE: **Revised Rio Salado Shared-Use Pathway Pedestrian Bridge Proposal**

Gregg,

In response to your request, T.Y. Lin International (TYLIN) is pleased to present this scope and fee for professional engineering services to develop construction documents necessary to construct the Rio Salado Shared-Use Pedestrian Bridge. Our Scope of Services and Fee Schedule are included for review, and have been modified based on comments you provided in an email on January 28, 2011.

TYLIN will utilize several Subconsultants to deliver the City of Tempe a quality project. In addition to the team of consultants that participated in the development of the pathway's Design Concept Report, we are utilizing consultants that have the requisite experience this project requires.

We look forward to working with the City on this project and appreciate the opportunity to provide this revised proposal. If you have any questions or comments, please contact either James or Dan at your convenience.

Respectfully,

T.Y. Lin International

James A. Barr, P.E.
Transportation Group Manager

Daniel N. Heller, P.E.
Vice President/Office Manager

Scope of Services

The City of Tempe has received a Transportation Enhancement Grant from the Arizona Department of Transportation to design and construct approximately 1,200 feet of a shared-use path underneath Loop 202 at the 202/201 Traffic Interchange. This segment of the path will connect Tempe and Mesa along the south bank of the Salt River from east of McClintock Drive to Dobson Road (Loop 202 MP 9 to 10). The project team will complete the project in accordance with the following Scope of Services.

Task 1 – Data Acquisition, Field Topographic Survey, and Base Map

The Consultant shall utilize the base maps and other information developed while assisting in the preparation of the *Rio Salado South Bank, Tempe to Mesa Connection, Design Concept Report* to prepare the base map necessary for this project. Utilizing City provided as-builts and utility maps, the Consultant will update the base map as necessary to develop a map suitable for final improvement plans. The consultant will also obtain from the client and other stakeholders information necessary to complete a HEC-RAS and scour analysis (Task 7).

If necessary, the Consultant will obtain a field topographic survey to supplement other existing information. The Consultant's Subconsultant will perform the survey to the appropriate standards of precision and accuracy consistent with local practice and requirements of law. The survey shall employ proper field procedures, instrumentation, and adequate survey personnel in order to achieve these accuracies. An allowance of $5,000 for this item is included in the fee.

Task 2 – Pathway Improvement Plans

In general, this task includes preparing construction plans for a 1200-foot long, 15-foot wide concrete pathway along the south bank of the Rio Salado. The pathway will narrow to 12-feet immediately before and after the proposed pedestrian bridge. The horizontal and vertical design of the pathway will meet ADA and AASHTO guidelines for a multi-use pathway. The plans will include pedestrian safety railing and any necessary signing.

It is anticipated that the Pathway Improvement Plans will include one (1) cover sheet, one (1) notes and legend sheet, two (2) typical section and detail sheets, one (1) geometric control sheet, three (3) plan and profile sheets. The plan and profile sheets will be prepared at a scale of 1"=20'. In total, the Consultant will prepare eight (8) sheets as a part of this task.

Task 3 – Structural Improvement Plans

This task includes preparation of contract plans for the proposed cast-in-place concrete slab bridge within the Salt River, connecting the pathway on the east and west ends. The bridge will be 12-foot wide with 54" pedestrian railings connected to the sides of the slab and supported on stub abutments and single pier columns.

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It is estimated that 12 sheets will be required for the pedestrian bridge including: (1) General Plan, (1) General Notes, (1) Structural Excavation & Backfill, (1) Foundation Plan, (1) Foundation Details, (1) Abutment Plan & Elevation, (1) Abutment Details, (1) Pier Elevation, (1) Pier Details, (1) Slab Details & Camber and (2) Railing Details.

Three (3) sheets are estimated for the wall details: (2) Notch Path Details and (1) Terrace Path Details.

Task 4 – Structural Calculations

This task includes structural analysis of the nine span cast-in-placed reinforced concrete slab bridge, including the design of the slab, stub abutments and pier columns supported on drilled shafts. The design will conform to AASHTO LRFD Bridge Design Specifications and include self weight, pedestrian live loading, wind loading and stream forces. The drilled shaft analysis will include the recommended scour depth.

This task also includes the design of the retaining walls for the Notch and Terrace Paths, the design will consist of the stability analysis of the walls and the structural design of the walls and footings.

Task 5 – Lighting Improvement Plans

The Consultant will utilize a Subconsultant (Wright Engineering Corp.) to prepare lighting improvement plans. The Subconsultant's scope and fee is included as an attachment.

Task 6 – Geotechnical Investigation

The Consultant will utilize a Subconsultant (Amec) to perform a geotechnical investigation. The Subconsultant's scope and fee is included as an attachment.

Task 7 – Hydraulic Analysis

The Consultant will incorporate the pathway into the existing conditions HEC-RAS model provided to the Consultant while assisting in the preparation of the *Rio Salado South Bank, Tempe to Mesa Connection, Design Concept Report.* The model was provided by the Flood Control District of Maricopa County (FCDMC). The Consultant will modify the existing HEC-RAS sections to reflect the addition of the multi-use pathway within the Salt River and determine any impacts on the water surface elevations. Hydraulic parameters required for a scour analysis will be obtained from the HEC-RAS model.

The Consultant will perform a scour analysis for a typical bridge pier. It is assumed that the current FCDMC procedure will be used to perform the analysis. However, the Consultant will consult with the project stakeholders to determine the method to use prior to beginning the

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analysis. The method used for the SR-202 construction will be taken into consideration. The Consultant assumes an equilibrium slope analysis will not be required.

After the completion of the tasks above, the Consultant will prepare a drainage memo to document the results of the hydraulic analysis.

Task 8 – Environmental Documentation

The Consultant will utilize a Subconsultant (Archeological Consulting Services, Ltd.) to obtain environmental clearances. The Subconsultant's scope and fee is included as an attachment.

Task 9 – Landscaping/Railing Theme

The Consultant will utilize a Subconsultant (Logan Halperin Landscape Architecture) to provide a theme for any landscaping and/or railing designed for this project. The Subconsultant's scope and fee is included as an attachment.

Task 10 – Project Special Provisions

The Consultant shall prepare special provisions as appropriate to supplement MAG Standard Special Provisions for bidding and construction purposes.

Task 11 – Opinion of Probable Construction Costs

The Consultant shall prepare an estimate of construction quantities, construction costs and contingencies. Cost estimates shall be submitted at the 60%, 90%, and 100% plan stages. The construction cost estimate will include a tabulation of bid items and quantities corresponding to MAG Standard Specifications and the Project Special Provisions.

Task 12 – Project Meetings and Coordination

The Consultant shall coordinate with various project stakeholders throughout the design process to facilitate approval of the final construction documents. The Consultant shall attend up to six (6) project meetings and coordinate with the various City departments as directed by the City's Project Manager. Consultant shall prepare meeting agendas and document the meetings with minutes. The meeting minutes will provide a clear understanding of decisions, direction, areas of responsibility, and schedule requirements.

Task 13 – Public Meeting Assistance

If requested, the Consultant will assist the City prepare for and attend any public meetings necessary for the project. This task will be performed on a Time and Materials basis. An allowance amount of $3,500 for this item is included in the fee.

Task 14 – Reimbursables

The Consultant shall be reimbursed for items such as copies, mylars, mail, and delivery services in as necessary for the project. All reimbursable items will be invoiced to the City at direct cost.

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2,500 DM

Cost data will be included with appropriate invoices. An allowance amount of ~~$3,000~~ for this item is included in the fee.

Submittal Requirements

The Consultant shall submit plans and estimates at the 60% stage for review by City Staff. The consultant will submit 2 full-size (22"x34") bond plans and 4 half-size (11"x17") plans for review.

At the 90% stage, the consultant will incorporate City review comments and submit 2 full-size (22"x34") bond plans and 4 half-size (11"x17") plans for review. The consultant will also submit 4 copies of the Project Special Provisions.

At the 100% stage, the consultant will incorporate City review comments and submit 2 full-size (22"x34") bond plans and 4 half-size (11"x17") plans for approval. The consultant will also submit 4 copies of the Project Special Provisions for approval. Following approval, the consultant will submit one (1) set of signed/sealed full size mylars.

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Rio Salado Shared-Use Pathway

Cost Proposal Summary

February 14, 2011

ESTIMATED DIRECT LABOR

Classification	Man-Hours	Hourly Rate	Labor Costs
Project Manager	45	$ 175.00	$ 7,875.00
Senior Project Engineer	296	$ 160.00	$ 47,360.00
Project Engineer	280	$ 145.00	$ 40,600.00
Senior CADD Technician	282	$ 95.00	$ 26,790.00
		Total Estimated Labor	$ 122,625.00

SUB-CONSULTANT SERVICES

Amec	$ 44,916.00
Wright Engineering (Design Services)	$ 7,970.00
ACS	$ 17,016.00
Logan Halperin Landscape Architecture	$ 2,768.00
	$ 72,670.00

Allowances

Supplemental Survey Allowance	$ 2,500.00
ACS (401/404 Allowance)	$ 16,000.00
Public Meeting Assistance	$ 3,500.00
Reimbursables	$ 2,500.00
	$ 24,500.00

Total	$ 219,795.00

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Rio Salado Shared-Use Pathway

Derivation of Cost Proposal for Estimated Direct Labor

February 14, 2011

	ESTIMATED HOURS						
	Project Manager	Senior Project Engineer	Project Engineer	Senior CADD Technician	Allowance	TOTAL HOURS	COST
	$175.00	$160.00	$145.00	$95.00			
1 Data Acquisition, Field Topographic Survey, and Base Map							
Gather required As-Builts and City Maps			8			8	$ 1,160.00
Update base map from As-builts and City Maps			4	8		12	$ 1,340.00
Site Visit		4	4			8	$ 1,220.00
Field Topographic Survey					$ 2,500.00	--	$ -
					$ 2,500.00	28	$ 3,720.00
2 Pathway Improvement Plans							
Cover Sheet	1		2	8		11	$ 1,225.00
Note and Legend Sheet	1		8	8		17	$ 2,095.00
Typical Sections and Details Sheets (2)	2		16	20		38	$ 4,570.00
Geometric Control Sheet	1		8	20		29	$ 3,235.00
Plan & Profile Sheets (3)	2		40	50		92	$ 10,900.00
						187	$ 22,025.00
3 Structural Improvement Plans							
General Plan and Elevation		16		16		32	$ 4,080.00
General Notes, Quantities, and Typical Sections		8		16		24	$ 2,800.00
Structural Excavation & Backfill		6		8		14	$ 1,720.00
Foundation Plan		8		8		16	$ 2,040.00
Foundation Details		16		8		24	$ 3,320.00
Abutment Plan & Elevation		16		16		32	$ 4,080.00
Abutment Details		8		16		24	$ 2,800.00
Pier Elevation		6		8		14	$ 1,720.00
Pier Details		16		16		32	$ 4,080.00
Slab Details & Camber		16		16		32	$ 4,080.00
Railing Details		16		24		40	$ 4,840.00
Notch Path Details (2)		16		8		24	$ 3,320.00
Terraced Path Details		16		8		24	$ 3,320.00
						332	$ 42,200.00
4 Structural Calculations							
Geometric Layout: plan geometry, stations, elevations, & vertical clearances		16				16	$ 2,560.00
Design Checking/Backchecking		24				24	$ 3,840.00
Quantities		16				16	$ 2,560.00
						56	$ 8,960.00
7 Hydraulic Analysis							
Data Collection & Collaboration	1		4			5	$ 755.00
Hec-Ras Analysis	1	4	16			21	$ 3,135.00
Scour Analysis	1	4	32			37	$ 5,455.00
Drainage Memo	1	1	8			10	$ 1,495.00
						73	$ 10,840.00
10 Project Special Provisions							
Prepare Special Provisions		8	20			28	$ 4,180.00
						28	$ 4,180.00
11 Opinion of Probable Construction Costs							
Prepare Opinion of Probable Cost (60%)	1		10			11	$ 1,625.00
Prepare Opinion of Probable Cost (90%)	1		10			11	$ 1,625.00
Prepare Opinion of Probable Cost (100%)	1		10			11	$ 1,625.00
						33	$ 4,875.00
12 Project Meetings and Coordination							
Attend five (5) project meetings	10	10				20	$ 3,350.00
Project Coordination	16	40	80			136	$ 20,800.00
Prepare Agendas and Minutes	5	5				10	$ 1,675.00
						166	$ 25,825.00
13 Public Meeting Assistance							
Public Meeting Assistance Allowance					$ 3,500.00	--	$ -
					$ 3,500.00	--	$ -
14 Reimbursables							
Reimbursable Allowance					$ 2,500.00	--	$ -
					$ 2,500.00	--	$ -
	45	296	280	282	$ 8,500.00	903	$ 122,625.00

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February 14, 2011
AMEC Proposal No. PA11-01-01
Revision 1

TY Lin International, Inc.
60 East Rio Salado Parkway
Suite 501
Tempe, Arizona 85281

Attn: Rick Strickland, PE
Project Engineer

Re: Geotechnical Engineering Services
Rio Salado Pathway
Tempe to Mesa, Arizona

In response to your request, AMEC Earth & Environmental, Inc. (AMEC) herein presents our revised cost proposal for the performance of a geotechnical investigation to provide geotechnical design criteria for the construction of an extension of the Rio Salado Pathway along the Salt River in Tempe and Mesa, Arizona. This revision presents a reduced scope of geotechnical subsurface drilling. The results of previously performed geotechnical investigations of the SR 101L/SR 202L System Interchange and Salt River channelization projects will be use to supplement the geotechnical information described in this proposal.

1.0 PROJECT DESCRIPTION

The Rio Salado Pathway is planned to be extended from east of the Tempe Marketplace development to Dobson Road, along the south bank of the Salt River. Within this segment, the pathway will cross beneath the Pima Freeway (State Route [SR] 101L) and Red Mountain Freeway (SR 202L) System Interchange. The geometric constraints imposed where the SR 101 crosses the existing Salt River bank protection will require that the pathway be routed beneath the existing freeway bridges upon a separate footpath bridge.

Within this reach of the pathway, a separate nature pathway will be extended to the bed of the Salt River channel. The nature pathway will need to traverse the existing bank protection, which consists of cement-stabilized alluvium (CSA) placed at a slope of about 0.5 to 1.0 (horizontal to vertical). The existing CSA will be need to be notched or benched to allow for trail construction.

The construction of the new footpath bridge will require design reviews from both the Arizona Department of Transportation (ADOT) and the Flood Control District of Maricopa County (FCDMC).

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016
Tel: (480) 940-2320
Fax: (480) 785-0970
www.amec.com

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2.0 PROPOSED SCOPE OF WORK

2.1 Review of Available Data

AMEC will obtain and review available information regarding the project area during the preliminary stage of the investigation. This will include, but not be limited to, available pertinent as-built plans, geologic maps and reports, geotechnical reports, topographic mapping, aerial photography and geotechnical reports prepared for the adjacent ADOT SR 101L/SR 202L System Interchange.

2.2 Work Plans and Permitting

2.2.1 Field Investigation Plan

AMEC will prepare and submit the boring and access plan for the geotechnical investigation to TY Lin International, Inc. (TY Lin) design team for distribution, review and approval. AMEC will select access routes to use existing roads, trails and previously disturbed ground where possible and will avoid vegetation where practical, trimming brush only as necessary. The field investigation and access plan will also document the site preparation necessary to reach each location.

AMEC will revise the field investigation and access plan in response to review comments received from TY Lin design team and will submit the revision to TY Lin to be incorporated into the revised field investigation and access plan. AMEC will not begin the field investigation without an approved field investigation and access plan.

2.2.2 Environmental Clearance

Environmental clearance will be obtained by TY Lin or another design team member based on the field investigation and access plan on behalf of AMEC.

2.2.3 Acquisition of Permits

Prior to the fieldwork, AMEC will obtain the access permits necessary to perform the work, including permits from ADOT for work within the SR 202L and SR101L rights-of-way and from the FCDMC for work within its right-of-way.

AMEC will develop an administratively complete dust control plan and permit application to the Maricopa County Air Quality Department for activities related to AMEC's geotechnical investigation. AMEC will provide oversight, as needed, for compliance with the permit regulations. The dust control permit application is assumed to cover less than 5 acres of disturbance.

AMEC's subcontracted driller will obtain well permits from the Arizona Department of Water Resources for planned borings that will encounter groundwater.

2.3 Site Health and Safety Plans

AMEC will develop a site health and safety plan for its portion of the geotechnical investigation for AMEC staff use. Each driller will develop and maintain a site safety plan for its own operations.

2.4 Field Layout and Utility Clearances

AMEC personnel will locate and stake boring locations for the field investigation using available topographic mapping and existing features and will maintain a tabulated listing of boring locations (station and offset). Ground surface elevations for all boring and test pit locations will be estimated from the available mapping and will not be surveyed in the field.

AMEC will contact the Blue Stake center to obtain utility clearances at prospective boring locations.

2.5 Field Investigation

The site poses several challenges to the completion of the geotechnical investigation, including work within the Salt River channel; drilling within "river-run" mixtures of sand, gravel and cobble (SGC) and CSA bank protection; and a shallow water table. The field investigation consists of exploratory borings as outlined below.

2.5.1 Mobilization and Demobilization

AMEC will mobilize and demobilize field engineers and/or geologists, auxiliary vehicles and all other materials and equipment to and from the project site. In addition, AMEC will mobilize a subcontracted CME-Tubex drill rig and drill crew for the soil borings. Most of the field work will be done using a track-mounted drill rig.

2.5.2 Subsurface Exploration

The field investigation consists of 4 test borings advanced along portions of the proposed footbridge alignment to a depth of 60 feet below existing site grades for total drill footage of approximately 240 feet.

AMEC will use a subcontracted CME drill rig equipped with a Tubex system to advance the borings. The CME drill rig with Tubex is necessary to adequately penetrate the granular SGC soils and CSA beneath portions of the site.

The following design assumptions were made during the development of the boring plan and cost estimate:

- It is anticipated that all pathway bridge structure foundations will be drilled shafts.
- Work for the geotechnical investigation can be performed during daylight hours.
- All boring locations may be accessed with a track-mounted drill rig and the assistance of a dozer will not be necessary to access boring locations.
- All borings can be drilled using conventional drilling equipment.

The AMEC field engineer or geologist will direct the field investigation, observe drilling activities, prepare boring logs in accordance with ASTM and ADOT standards and package/label recovered soil samples. Recovery of soil samples for laboratory testing will be performed in accordance with ADOT guidelines. Laboratory tests will be performed to evaluate soil and rock properties for structure support and corrosion potential, slope design and excavation conditions.

Standard penetration testing or open-end drive sampling will generally be performed at 5-foot intervals within the borings. Representative samples of drill cuttings will be obtained from the near-surface portions of the borings.

2.5.3 Cement Stabilized Alluvium Investigation

AMEC will mobilize and demobilize an engineering technician to obtain four core samples from the crest of the CSA bank protection. Coring location will correspond with borings to be completed along the crest of the bank protection. All core sample locations will be backfilled with cement grout. The obtained core samples will be visually examined, logged and tested for compressive strength.

2.5.4 Additional Information

Based on our knowledge of the geotechnical profile present in the general site, it is anticipated that the investigation described above will be sufficient for purposes of design of the pathway bridge structure foundations, retaining walls and other facilities. Should T.Y. Lin, upon review of the boring plan, decided that additional drilling is required beyond that described in the scope, AMEC would anticipate recovering the additional incurred costs through a contract modification.

Completed boreholes will be backfilled with drill cuttings, grout and/or abandoned in accordance with the applicable requirements of the permit grantor.

2.6 Laboratory Testing

Laboratory testing of selected soil samples recovered from the borings and test pits will be performed as considered necessary for engineering analysis and design. The laboratory testing program will include the following tests, each followed by a brief discussion of the test relevance:

- Moisture content, sieve analysis and plasticity index (Atterberg limits) – Soil classification and moisture condition.
- Total soluble sulfates and chlorides - Used to determine type of portland cement.
- Unconfined compression test – Determine compressive strength of CSA.

A summary of the proposed laboratory testing program is attached.

2.7 Engineering Analysis and Reporting

Three copies of the geotechnical investigation report will be submitted upon conclusion of the investigation and will contain the data necessary to support the design of the planned

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structures. The items to be presented in the geotechnical investigation report will include, but not necessarily limited to, the following:

- Logs of the test borings, site plans showing the test locations, and a description of the procedures and equipment used in the boring program
- Results of laboratory tests, a description of test methods and summaries of the test data
- A description of the engineering geology, geotechnical profile, typical geologic cross sections, and groundwater conditions encountered at the site
- Recommended foundation bearing pressures or capacities, foundation depths, and geometries and criteria for design for the resistance of lateral loads
- Estimated foundation settlements
- Temporary and permanent cut slope design recommendations and assessment of slope stability of excavation and embankment locations, as necessary
- Engineering analysis and development of design criteria for bench cuts or retaining structures within the existing CSA bank protection
- Wall design criteria, including lateral earth pressure recommendations

2.8 Coordination with Agencies

The presented fees consider up to two meetings with ADOT and the FCDMC. One meeting will be held before the geotechnical investigation activities are performed, and the second meeting will be held to resolve comments from a design submittal review.

3.0 TERMS

Charges for the work described in Section 2.0 will be a lump sum of $44,916. Additional charges that might arise from changes in project details and scope of work would be described, along with the associated costs, in a contract modification request.

It is understood that TY Lin will prepare a contractual agreement for the performance of the professional geotechnical engineering services described in this proposal. Please send us a copy of the contract for our review.

We certainly appreciate your consideration of our firm for the geotechnical engineering services required for this project.

Respectfully submitted,

AMEC Earth & Environmental, Inc.

Tony J. Freiman

Tony J. Freiman, PE
Senior Engineer

Reviewed By:

Michael L. Rucker for

Daniel N. Frechétte, PhD, PE
Associate Geotechnical Engineer

c: Addressee (2)

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Firm: AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284
Phone: (480) 940-2320
Fax: (480) 785-0970

Project Name: Rio Salado Pathway

DERIVATION OF COST PROPOSAL SUMMARY
Rio Salado Pathway
Geotechnical Investigation
February 14, 2011

ESTIMATED DIRECT LABOR

Classification	Hours	Unit Rate	Direct Labor Extension
Design Manager	4	$143.00	$572
Prof. Engineer/ Geologist	20	$125.00	$2,500
Design Engineer/ Geologist	48	$115.00	$5,520
Staff Engineer/ Geologist	92	$102.00	$9,384
Draftsman	12	$81.00	$972
Engineering/ Geologic Aide	10	$83.00	$830
Word Processor Operator	20	$56.00	$1,120
TOTALS	206		
		Total Estimated Labor =	$20,898

ESTIMATED DIRECT EXPENSES

Item/Description	Unit	Estimated Number	Unit Cost	Extension (rounded to nearest whole dollar)
Printing (8 1/2 X 11, black & white)	page	250	$0.05	$13
Printing (8 1/2 X 11, color)	page	25	$1.00	$25
Misc. Expenses & Supplies	L.S	1	$50.00	$50
CADD Computer System Usage	hour	4	$13.00	$52
AMEC Vehicle Mileage	mile	100	$0.445	$45
Permit Fees (FCDMC, Dust Control)				
Flood Control District of Maricopa County	L.S.	1	$1,700.00	$1,700
Maricopa County Dust Control Permit	L.S.	1	$795.00	$795
Laboratory Testing (See Table 2)	N/A	see Table 2	see Table 2	$3,672
			Total Estimated Direct Expenses =	$6,352

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Method of Compensation	Estimated Number	Unit Cost	Extension (rounded to nearest whole dollar)
Geomechanics Southwest, Inc. (GSI)	L.S.	1	$15,940.00	$15,940
10% Mark-up on outside services	L.S.	1	$1,594.00	$1,594
Motzz Laboratory, Inc.				
Soluble Sulfates & Chlorides	test suite	4	$40.00	$160
			Total Estimated Outside Services =	$17,694

TOTAL LUMP-SUM COST = $44,944

Tony Schreiman
AMEC Earth & Environmental, Inc.

2/14/2011
DATE

PA11-01-01 Rio Salado Pathway Fee_Rev_1.xlsx

GK

Firm: AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284
Phone: (480) 940-2320
Fax: (480) 785-0970

TABLE 2
Laboratory Testing
Revision No. 1
Geotechnical Investigation

February 14, 2011

Item/Description	Estimated Number	Unit Cost	Extension (rounded to nearest whole dollar)
Grain Size Analysis (Total - Coarse and Fine) - ASTM C136 & C117	16	$86.00	$1,376.00
Atterberg Limits (Plasticity Index) - ASTM D4318	16	$59.00	$944.00
Moisture Content - ASTM D2216	16	$16.00	$256.00
Density	8	$21.00	$168.00
pH & Resistivity - AZ 236 (suite)	4	$146.00	$584.00
Direct Shear Test (3 point envelope)	2	$172.00	$344.00
Total Soluble Sulfates & Chlorides - AZ 733 & AZ 736	4	-	-
Laboratory Testing Total			**$3,672.00**

GTC

Firm: AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284
Phone: (480) 940-2320
Fax: (480) 785-0970

Project Name: Rio Salado Pathway

New Contract: Yes

TABLE 3
GEOTECHNICAL INVESTIGATION - STRUCTURES, ROADWAY & DRAINAGE
ESTIMATE OF WORK-HOURS

Geotechnical Investigation
Revision No. 1
February 14, 2011

	Task No.	Task	Design Manager	Prof. Engineer/ Geologist	Design Engineer/ Geologist	Staff Engineer/ Geologist	Draftsman	Engineering/ Geologic Aide	Word Processor Operator	TOTALS
		Geotechnical Investigation								
	2.1	Review of Available Data		2	2	4		2		**10**
	2.2.1	Field Investigation Plan	1		2	6	2		2	**13**
	2.2.3	Acquisition of Permits			1	8	2		2	**13**
	2.3	Site Health and Safety Plans	1		1	4			2	**8**
	2.4	Field Layout and Utility Clearances				6		2		**8**
	2.5	Field Investigation				44		2		**46**
	2.5.3	CSA Investigation		1		4		4		**9**
	2.6	Laboratory Testing		1	2				2	**5**
	2.7	Engineering Analysis & Reporting	2	16	32	16	8		12	**86**
	2.8	Meetings			8					
TOTAL			**4**	**20**	**48**	**92**	**12**	**10**	**20**	**198**
Percent of Total			2.0%	10.1%	24.2%	46.5%	6.1%	5.1%	10.1%	104.0%

Geomechanics Southwest, Inc.
"GeoEnvironmental Exploration and Well Construction"

ADWR Lic. No. 498
AROC Lic. No. 079441, Class. A-04

February 7, 2011

VIA E-MAIL – tony.freiman@amec.com

Mr. Tony Freiman, P.E.
AMEC Earth & Environmental
1405 West Auto Drive
Tempe, Arizona 85205

RE: **2nd Revised Cost Estimate –Drilling Services (Tubex Hammer/Sample)**
Rio Salado Multi Use Trail – Loop 202 & Price Rd. Area

Dear Mr. Freiman:

Pursuant to your request on February 7, 2011, Geomechanics Southwest, Inc. (GSI), is pleased to submit this revised cost estimate for drilling services for the above captioned project. GSI understands that our services will be performed in support of a geotechnical site investigation.

SCOPE OF WORK

- Provide a **Central Mine Equipment CME-750HT track-mounted drill rig** with a three-man crew. The drill will come equipped with a 115mm Tubex dth percussion hammer system with casing advance.

- Advance four 4 vertical borings to a maximum depth of sixty 60 lineal feet (approximately 240 lineal feet total). Each bore will be advanced to the target depth, first groundwater (unless permitted) or refusal.

- Drive samples will be collected at 5-foot intervals starting at 5-feet and continuing to depth in alluvial/colluvial material. Drive sampling will be performed in general accordance with ASTM D 1586 specifications.

- Generated cuttings will be stockpiled or spread adjacent to related bore. The bores that encounter groundwater will be grouted to depth per ADWR (within WQARF area).

5839 S. Belvedere Ave, Tucson, AZ, 85706 Ph. (520) 889-7787 FAX (520) 889-8561
1212 S. 9th Street, Phoenix, Arizona 85034 Ph. (602) 252-0559 FAX (602) 252-0721
416-B Menaul Blvd NW, Albuquerque, NM 87107 Ph. (505) 345-5594 FAX (505) 345-5596

GK

- Geomechanics Southwest, Inc., assumes no responsibility for the transportation, removal and/or disposal of auger cuttings, decontamination rinseate, well development fluids or expendable items known to be, or suspected of being contaminated as a result of the performance of drilling services associated with this project.

- GSI assumes no responsibility for any damages to underground structures, pipelines or utility services incurred as a result of the performance of these drilling services.

COST OF SERVICES – Hammer/Sample/Abandon (Track Rig)

The estimated cost for completion of the aforementioned scope of work is **$ 15,940.00** . The following unit rates are the basis for all charges.

DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
Job Prep/Mob/Demob	1	EACH	900.00	$ 900.00
Daily Prep/Local Travel Crew	4	HRS.	325.00	$1,300.00
Hammer Drill/Sample	240	L.F.	40.00	$9,600.00
Access/Move (est.)	4	HOURS	325.00	$1,300.00
Support Truck/Equipment	4	DAYS	300.00	$1,200.00
Grout Abandonment (est.)	240	L.F.	6.00	$1,440.00
ADWR Online Permitting	1	EACH	200.00	$ 200.00
TOTAL				$15,940.00

This cost proposal is based upon a maximum borehole depth of 60-feet, 4 borings totaling approximately 240 lineal feet, collection of drive samples at 5-foot intervals. If provided, costs for borehole abandonment are based upon the assumption that all boreholes will be abandoned at the conclusion of each bore.

In the event the actual scope of work differs from the criteria and assumptions upon which this cost proposal was based, the costs will need to be re-evaluated. In the interest of safety and to protect the well being of our employees, we request that total work time be limited to a maximum of 12 hours per day, including travel time.

We estimate completion time to be approximately 4 days on-site (depending on site logistics and formations encountered).

However, if project conditions become such that completion of the aforementioned scope of work requires additional drilling time, due to circumstances beyond the control of GSI, the cost proposal presented above will be affected, and charges for daily rate items may need to be adjusted accordingly.

GK

Thank you for the opportunity to submit this cost proposal. Please contact me personally if you have any questions or need additional information or assistance.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Greg G. Jones
Vice President

GGJ/sm
Copies (1) addressee
AMC020711 Rio Salado Multi Use Trail R2

GJC

Geomechanics Southwest, Inc.
"GeoEnvironmental Exploration and Well Construction"

ADWR Lic. No. 498
AROC Lic. No. 079441, Class. A-04

E-MAIL TRANSMITTAL

February 7, 2011

TO:
tony.freiman@amec.com
Mr. Tony Freiman, P.E.
AMEC Earth & Environmental
1405 W. Auto Drive
Tempe, Arizona 85205

FROM:
602-252-0559
Greg Jones
Geomechanics Southwest, Inc.
1212 S. 9th Street
Phoenix, Arizona 85034

(4) PAGES INCLUDING TRANSMITTAL SHEET

RE: **Revised Drilling Services Proposal – Geotech (Hammer w/Track)**
Rio Salado Multi Use Trail – Tempe

Tony,

Thanks again.

Greg

5839 S. Belvedere Ave, Tucson, AZ, 85706 Ph. (520) 889-7787 FAX (520) 889-8561
1212 S. 9th Street, Phoenix, Arizona 85034 Ph. (602) 252-0559 FAX (602) 252-0721
416-B Menaul Blvd NW, Albuquerque, NM 87107 Ph. (505) 345-5594 FAX (505) 345-5596

#5450

WRIGHT engineering corporation

January 6, 2011

T.Y. Lin International
60 East Rio Salado Parkway
Suite 501
Tempe, AZ 85281

Re: **Rio Salado Pathway Lighting & Electrical Design at the 101/202**

Attn: Rick Strickland, P.E.

Dear Rick,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Tempe and MAG requirements:

Pathway Lighting & Electrical Design Scope of Services:

1. Coordinate design with City of Tempe, Power Company, civil engineer, and landscape architect as required.
2. Attend up to (4) four design meetings with the design team.
3. Visit the site to confirm existing conditions and configuration.
4. Prepare 24" X 36" lighting & electrical construction drawings.
5. Provide an overall electrical plan showing the following:
    a. New electrical service, meter and control equipment.
    b. All pathway lighting as proposed in the concept report (~1200 LF)
    c. Plans will be broken into Add Alternates for bidding purposes
6. Prepare load calculations and single line diagram.
7. Prepare panel schedule and other electrical installation details as required.
8. Prepare necessary elevation view details of the equipment listed above to accurate layout and size.
9. Show routing of all conduit and wire for electrical distribution.
10. All lighting control will be designed per client's requirements. All necessary equipment will be shown on the plans.
11. Lighting design will be completed for all new pathways in the project scope.
12. Prepare photometric printouts of lighting levels showing compliance to city design standards.

ELECTRICAL ENGINEERING & LIGHTING DESIGN
165 EAST CHILTON • CHANDLER, ARIZONA 85225 OFFICE: 480/497-5829 FAX: 480/497-5807
www.wrightengr.com

GK

13. Provide miscellaneous circuits for project amenities as required.
14. Prepare system fault current and voltage drop calculations as required.
15. Prepare a conduit and wire table showing all power conduits and wire for equipment.
16. Prepare an engineers estimate of probable electrical construction costs.
17. Perform in-house QAQC review and modifications.
18. The above plans will be provided to T.Y. Lin for submittal review and comment from the City of Tempe. Submittals will include one print of electrical drawings and specifications and a soft copy in electronic format. T.Y. Lin will copy and submit to owner as needed.
19. Meet with T.Y. Lin to discuss review comments from design team and municipality for up to (3) Three meetings.
20. Review comments, whether internal or municipality, within this original scope, will be responded to and addressed until plan approval.

Construction Phase Engineering and Record Drawing Scope of Services:

1. Attend (1) one Pre-construction meeting.
2. Review all electrical equipment submittal packages for conformance to contract documents and provide written itemized submittal review and response letter.
3. Review all RFI's and Change Order requests and provide written itemized review and response letter.
4. Visit the site for up to (2) two inspections of the electrical installation and prepare an inspection report.
5. Prepare Record Drawings of the electrical installation based on inspection information as well as contractor's marked up electrical plans.

Responsibilities of Others

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of electrical service location will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables

1. Upon completion of the design, we will provide one set each of final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee

The above services will be provided as follows:

Open Space Electrical Design Services:
$7,970.00 (Seven Thousand Nine Hundred Seventy Dollars)

Construction Services:
$2,850.00 (Two Thousand Eight Hundred Fifty Dollars)

Please Note: Services as stated above can be provided in whole or part to meet client needs.

Additional Services

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	$120.00/hour
Senior Engineer	$105.00/hour
Engineer	$95.00/hour
Designer	$85.00/hour
Draftsman	$75.00/hour
Secretary	$45.00/hour

Printing Charges

The following printing and deliveries are included in this scope of services:

12 sets of blacklines
5 standard deliveries

Additional printing and delivery will be charged as follows:

Blacklines	$ .90 each
Vellum Sepia	$ 6.00 each
Mylar Sepia	$15.00 each
Delivery Cost	cost

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,

R. Scott Wright

R. Scott Wright, P.E., LC
Wright Engineering Corporation

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this_____day of_____2011

_____
(Company Name)

_____
(Signature)

_____
(Print or Type Name)

_____
(Title)

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

GK

Archaeological Consulting Services, Ltd.
Cultural Resource, Environmental Management and GIS Services
a woman-owned business enterprise

424 West Broadway Road
Tempe, AZ 85282-1339
(480) 894-5477 • FAX (480) 894-5478
www.acstempe.com

January 13, 2011
ACS Proposal No. 10-266-00

Rick Strickland, P.E.
Vice President/Unit Manager
TY Lin International
60 East Rio Salado Parkway
Suite 501
Tempe, Arizona 85281

RE: Environmental Clearance Cost and Scope for Rio Salado South Bank Tempe to Mesa Connection, Tempe, Arizona

Dear Mr. Strickland:

Thank you for inviting Archaeological Consulting Services, Ltd. (ACS) to participate in the proposed Rio Salado South Bank Tempe to Mesa Connection project. At your request, ACS is providing our cost and scope to address the Arizona Department of Transportation's (ADOT's) requirements to provide environmental clearances in the form of a Categorical Exclusion. The project is part of a transportation and recreational corridor which links the cities of Phoenix, Tempe and Mesa. From our understanding, the project area is located on the south side of the Rio Salado, starting just west of McClintock and extending east on top of the levee of the Salt River channel to the 101/202 interchange. The project area has been previously disturbed due to road and levee construction. The project will include extending a pathway west and east of McClintock as well as the construction of a commuter trail bridge under the 101/202 interchange. This project must meet all applicable federal, state, and local regulatory requirements including, where applicable, requirements of the U.S. Army Corp of Engineers (Corps), the Arizona Department of Environmental Quality, and the Flood Control District of Maricopa County.

SCOPE OF WORK

ADOT Local Government Categorical Exclusion

The City of Tempe is self certifying on ADOT projects and will administer the completion of the environmental clearances; ACS will complete the ADOT Local Government Categorical Exclusion (CE) Checklist for the project. The CE will be completed according to ADOT guidance at their Local Government Guidance Webpage: http://www.azdot.gov/EEG_common/documents/localgovernment.asp. Three external and one internal team meeting have been budgeted for this project..

- Cost and Schedule. The cost for completion of the CE Checklist is **$6,903**, and can be completed within 8-10 weeks from NTP. This does not include City of Tempe and ADOT review time

Biological Resources Assessment

GK

- ACS will perform an assessment of the potential for impacting any federally listed species or critical habitat for the proposed project. The general methodology used to perform the biological resources assessment is outlined below.
- It is unknown if an ADOT Geotechnical Biological Clearance Form for the geotechnical investigations will be required, this determination will be made by ADOT.

Prefield Activities

- Obtain a list from the U.S. Fish and Wildlife Service (USFWS) website of all federally listed, candidate, and proposed species occurring within the project area (by county).
- Obtain a list from Arizona Game and Fish Department (AGFD) of all federally listed species and species categorized by the state as species of concern known to occur within a two to three mile radius of the project area.
- Review the habitat requirements of the listed and special status species.
- Compare the lists of the listed and special status species to topographic maps and aerial photographs to determine the areas of possible habitat occurring at the site.
- Determine the likelihood that a listed species currently inhabits the project area or the possibility for future habitation by a listed species.

Report Activities

- Review notes to establish recommendations, if any, for further action.
- Complete a Biological Evaluation (BE) report including a table of the listed species for Maricopa County, an analysis and evaluation of effects for any species that may occur within the project area, and recommendations for future actions, if any, which may include survey recommendations and other protocol information.

Post-Report Activities. Protocol species surveys are not included in this cost estimate. However, due to the proximity of the project to the Tempe Marsh, surveys for endangered Yuma clapper rails may be requested by local, state, or federal agencies. If protocol surveys are required, a cost modification will be necessary at that time. In addition, subsequent actions that may be required but are not included in the cost estimate include the following:

- Consultation with the USFWS and/or the AGFD
- Species mitigation planning

Cost and Schedule. The estimated cost of the Biological Evaluation is **$2730.** The draft BE report, assuming no protocol surveys, could be completed within 5–6 weeks from NTP. This schedule additionally assumes no changes in project scope, and allows 3–4 weeks for receipt of agency correspondence.

Cultural Resources

The cultural resources assessment (Class I background research and Class II Reconnaissance) will involve several tasks.

Background research. To determine if portions of the project area have been previously surveyed and to provide information on the types of sites known and likely to occur in the area, ACS will review site and project files at the following locations:

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- Arizona State Historic Preservation Office (SHPO);
- The AZSITE Cultural Resources Database (AZSITE);
- General Land Office (GLO) plats and survey records on file at the Bureau of Land Management (BLM) Arizona State Office; and
- The ADOT cultural resources Portal.

GIS shape files plotting the location of recorded sites and previous projects will be obtained from AZSITE covering a one-mile buffer around the project corridor, per SHPO requirements; please note, however, that if any portion of the buffer occurs on Salt River Pima-Maricopa Indian Community, no site shapes will be shown on the map. It typically takes one to two weeks for AZSITE to respond to data requests. In the meantime, copies of site records and project maps will be obtained from the other repositories; cultural resource locations and project boundaries from these sources will be digitized and incorporated into the AZSITE GIS layers using ArcView.

- Class II Field Reconnaissance. According to the location information provided to ACS, the project area occurs on Tempe and ADOT property at the Loop 101/202 Interchange west to McClintock Drive adjacent to Tempe Marketplace, which likely means that the entire project area has been recently disturbed. Therefore, only a Class II Reconnaissance field effort will be needed. The archaeologist will photodocument the disturbance, ensure no intact original surfaces remain in the project area, and provide an assessment of whether it is possible that any cultural resources remain. ACS will obtain the proper access authorizations from ADOT and ASM prior to fieldwork.

- Report. A report conforming to ADOT and SHPO specifications will be prepared discussing the results of the Class I and II investigation. The report will provide the following:

  - A project introduction and scope;
  - A brief cultural and environmental history of the project area;
  - A summary of previous research and known sites;
  - Current condition of the project area (e.g., heavily disturbed, built on, etc.)
  - Assessment of the adequacy of previous research and cultural sensitivity of the project area (i.e., likelihood of encountering undiscovered cultural resources); and
  - Recommendations regarding the need for any further archaeological work, such as geotechnical and construction monitoring.

  A copy of the draft report will be sent to TY Lin for internal review, and any comments arising from the internal review will be addressed in a revised draft report. Three copies of the revised draft report will be sent to TY Lin for submittal to the appropriate review agencies (e.g., ADOT). Any comments arising from the agency reviews will be incorporated into a final report.

- Meetings. Two meetings have been budgeted, including a kickoff meeting and a progress meeting for the cultural Principal Investigator; the meetings have been budgeted at 2 hours each.

- Project closeout. Once the final report has been accepted by the appropriate review agency, we request that TY Lin provide ACS with copies of all agency consultation letters concurring with the project findings. ACS cannot consider a project closed until such documentation has been made available for our files. The project records will be curated to ASM, along with their fee, as stipulated in our annual blanket permit for state, county, and city lands. The final invoice will be provided after all project closeout procedures have been completed.

GK

- Cultural resources cost estimate. The estimated cost of the cultural resources Class I background research and Class II field reconnaissance is **$3,646**. The cost estimate includes only one round of agency review and comments that lead to report revisions. Any changes to the scope of the overall project that require alterations to the report will require a cost modification. The AZSITE data will be requested immediately upon receipt of notice-to-proceed (NTP), and assuming a two-week delivery schedule, the draft report can be completed with 4 weeks of NTP. Requests for revisions by the agencies will be addressed within 1 week of receipt and the final report delivered to TY Lin for distribution. All project closeout tasks can be completed within one month of the delivery of the final report; however, because meetings may occur after that period, final billing will occur when all project tasks are completed.

Hazardous Materials

Based on a review of the project information, ACS' scope of work for this project will include completing an ADOT-style Preliminary Initial Site Assessment (PISA). Completion of a PISA will consist of the following tasks:

- Background Research: Review of environmental database report and physical location information for the project area.

- Site Visit. A brief site visit will be conducted to assess the project area for evidence of hazardous materials.

- Reporting. Completion and submittal of an ADOT PISA.

- Cost and Schedule. The total cost of the PISA portion of this project is estimated at **$3737.** First submittal to Ty Lin of the draft PISA could be completed with four weeks from NTP. Final project submittal, including necessary reviews, could be completed 6 weeks from NTP.

Clean Water Act Section 404/401 Certification

For the purpose of the Section 404/401 portion of this estimate, ACS has made the following assumptions:

- The area where the support columns for the Commuter Trail pedestrian bridge will be located is outside the boundary of the Salt River but may be within an area under the jurisdiction of the Corps due to the connection to Tempe Town Lake. The area for the columns appears to be the in-flow channel for Tempe Town Lake.
- Nationwide Permit (NWP) 14, Linear Transportation Projects, covers trails and is, therefore, applicable to this project
- A pre-project meeting with the Corps will be required in order to verify Corps jurisdiction and Section 404 requirements
- Certain project design information required for the pre-project meeting with the Corps will be supplied by TY Lin
- A preliminary jurisdictional determination (JD) will not be conducted unless specifically requested by the Corps in the pre-project meeting.
- The project will result in a permanent loss of Waters of the U.S. of greater than 1/10-acre but less than ½-acre and will require the submittal of a Pre-Construction Notification (PCN)

GK

- 401 water quality conditional certification applies but a separate 401 submittal is not required

- Pre-Project Meeting Activities. ACS will work with TY Lin to assemble a package of information to present to the Corps during a pre-project meeting. Information required will include on-ground color photographs of the project area, documentation of certain in-flow channel information, and other visual presentation data required to make a presentation to the Corps. The pre-project meeting with the Corps may be able to be eliminated if ACS can acquire the Section 404 documentation for the SR 101/SR 202 interchange from ADOT. **The estimated cost of preparing for and attending a pre-meeting with the Corps is $5,440.00.**

- Preliminary JD. **If a Preliminary JD is required, the estimated cost is $5,068.00.**

- Preparation of a PCN. If the Corps determines that the in-flow channel to Tempe Town Lake is jurisdictional and the permanent loss of Waters of the U.S. is greater than 1/10-acre but less than ½-acre, ACS will complete a PCN for submittal to the Corps. Certain project design information required for the PCN will be provided by TY Lin. **The estimated cost for the submittal of a PCN is $5,531.00.**

- Preparation of Non-Notifying Paperwork. If the project specifications do not warrant the submittal of a PCN, ACS will complete the required paperwork to document a non-notifying permit for the client's files. **The estimated cost for the completion of the non-notifying paperwork is $3,173.00.**

- Schedule. The schedule for the 404 documentation will depend on the results of the meeting with the Corps, Corps review of the preliminary JD if required, and other factors that can't be determined at this time.

COST ESTIMATE

ACS' total estimated cost for the overall environmental clearance is **$17,016, which does not include the costs associated with the Clean Water Act Section 404/401 certification.** The total for the 404 Certification may range from $8,700–16,000. This depends on the combination of tasks listed above that may be required for certification. The final 404/401 scope of work is dependent on initial consultation with the Corps and/or information obtained from ADOT.

The project area maps provided by TY Lin are adequate for our purposes; however, if TY Lin can provide ACS with digital data of the project areas this would help expedite the process.

Please contact Laurel Arndt of ACS is you have any questions or require additional information. We look forward to working with TY Lin on this project.

Sincerely,

Keith W. Scoular, R.G., C.E.M.
Chief Operating Officer/Senior Environmental Consultant

GK

logan halperin
LANDSCAPE ARCHITECTURE

December 29, 2010

James Barr, PE
TY LIN INTERNATIONAL
60 E. Rio Salado Parkway
Suite 501
Tempe, AZ 85281

RE: Services Rio Salado Underpass Tempe to Mesa Connection
LHLA Proposal #10047

James:

Potential tasks are shown in the attached scope of work. If Inventory/Salvage documents are required by the City, they will be completed for an additional fee.

Assumptions include the following:

- TY LIN will provide updated CAD bases to us as necessary.
- A structural engineer will be available to review railing details.
- The railing layout and dimensions can be accommodated on the civil sheets and will not require a separate sheet set by LHLA (Logan Halperin Landscape Architecture).
- The project will be submitted to the City of Tempe for approval. LHLA will not be responsible for payment of fees.

We will bill you by task:

90% Construction Documents: $1380
100% Construction Documents: $916
Bid Services: $472

Your signature below indicates approval of this fee and scope (see attached scope).

Thank you for your consideration,

Tiffany Halperin, LEED AP
Member and Principal
602.717.0702

Caryn Logan Heaps, RLA
Member and Principal
480.560.2787

_____
Approved for TY LIN INTERNATIONAL

_____
Date

GK

logan halperin
LANDSCAPE ARCHITECTURE

SCOPE OF SERVICES FOR
Rio Salado Underpass Tempe to Mesa Connection

GENERAL

It is the intent of this work effort for Logan Halperin Landscape Architecture, LHLA LLC (LHLA), acting as a subconsultant to TY LIN International (CLIENT), to provide landscape final design and documentation for the structural underpass between Tempe and Mesa along the south bank of the Rio Salado, located at the Loop 101/Loop 202 Interchange.

Design work will be accomplished using electronic site plans and backgrounds previously prepared by CLIENT for base maps. The work will be prepared by LHLA and reviewed by CLIENT and the Owner. Project status meetings will be at CLIENT or OWNER (City of Tempe) offices.

Currently, LHLA will not take primary responsibility for the following: lighting, water features, demolition, city reviews, structural design, planting design, seating structures, plan view dimensioning of railing, and grading/drainage. We have included time to coordinate our documents with these elements of the project as part of our review process.

A. 90% Construction Documents

Scope. Based on included elements, LHLA will prepare 90% complete landscape construction documentation including pathway rail design and site furnishings. LHLA will work with TY LIN and other consultant on the design team to apply design theme concepts to security fencing and/or other project elements. LHLA may create concept drawings for those elements which will be drawn and included in the construction documents by TY LIN or other design disciplines at TY LIN's discretion.

LHLA will attend up to two coordination meetings over the course of this task.

Assumptions.

Pathway railing layout will be shown and dimensioned on civil construction documentation plans. Railing enlargements and details will be shown on landscape construction documentation plans. A structural engineer will be available to review railing details. LHLA will incorporate structural engineer's work and redlines into the railing details.

Plan sheets, if needed, will be prepared at no smaller than 1"=40' and no larger than 1"=10' to allow for complete delineation of work. Changes to the site plan after this submittal, regardless of the reason, which cause LHLA to modify the documents or increase the number of base sheets, will be cause for a contract modification to recover fees to make such changes.

Documents will be reviewed by City of Tempe. LHLA will not be responsible for fees associated with plan review. Salvage/inventory plans are an additional fee not included in this scope, and LHLA will require survey locations of all trees on site or within 10' of project boundaries to complete a salvage/inventory plan.

99 E Virginia Suite 121.5 Phoenix AZ 85004

GK

Products. Construction drawings and details, and special provisions. LHLA will provide documents in .pdf format to CLIENT for their repro and distribution for each submittal. Performance specifications will be provided to CLIENT in Word, or hard copy format, as agreed upon, for 8 1/2" x 11" size paper. Hardcopy of drawings will be provided at cost.

B. Final (100% Bid-ready) Documents

Scope. Documents prepared in Task A will be revised for final packaging, incorporating CLIENT and OWNER requested revisions.

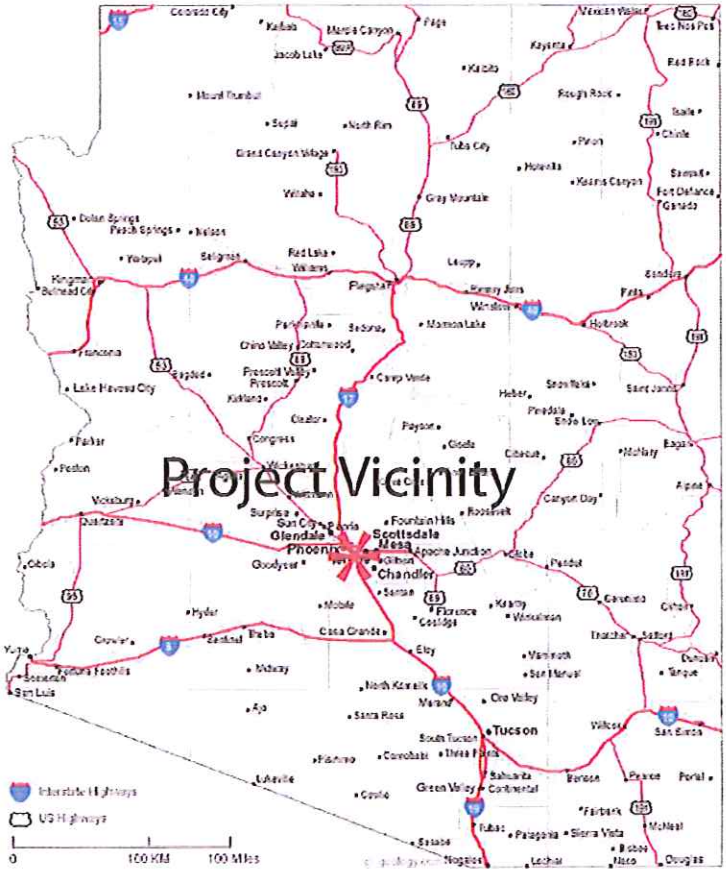
Products. Construction drawings and details, and special provisions. LHLA will provide documents in .pdf format to CLIENT for their repro and distribution for each submittal. Performance specifications will be provided to CLIENT in Word, or hard copy format, as agreed upon, for 8 1/2" x 11" size paper. Hardcopy of drawings will be provided at cost

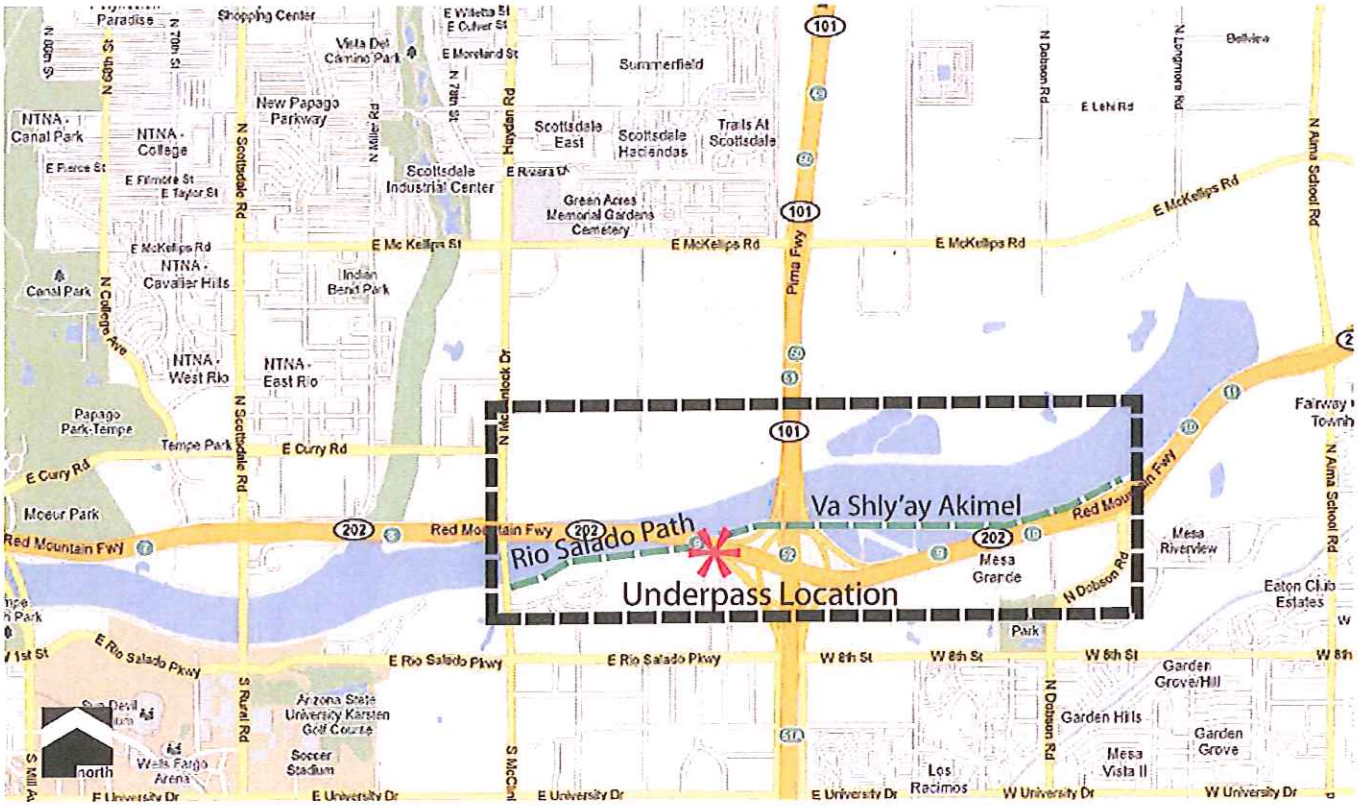
C. POST DESIGN SERVICES

Scope. Shop drawing review as submitted through CLIENT of any components shown on our plans.

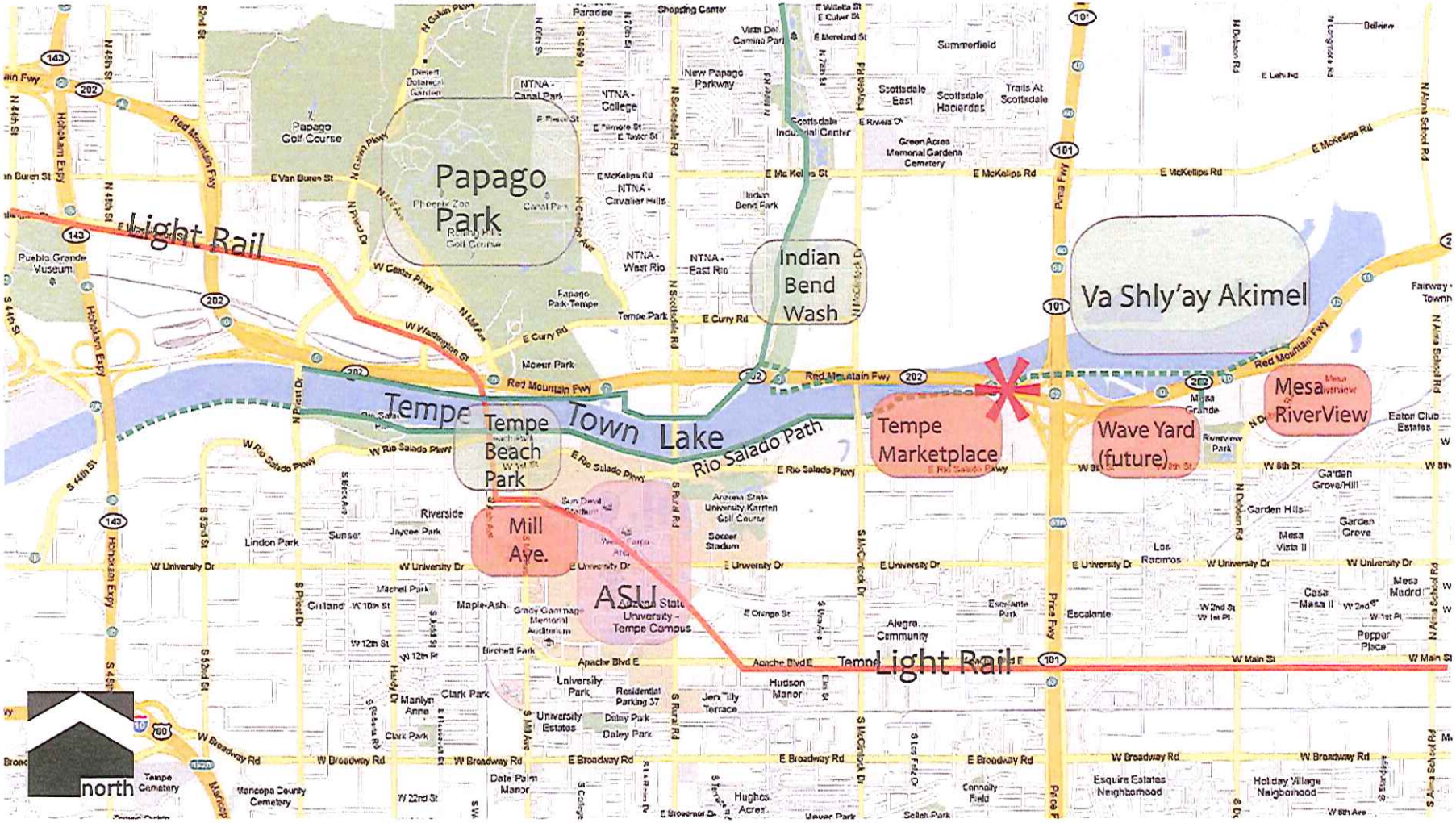
Product. Reviewed documents, signed.

Tempe Rio Salado Underpass at 101/202





Tempe Rio Salado Underpass at 101/202
Local Destinations and Project Detail



Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B19**

SUBJECT: Request approval of the Community Use of School Facilities Agreement between Kyrene School District No. 28 and the City of Tempe for use of school facilities for the Kid Zone Enrichment Program through June 30, 2012

DOCUMENT NAME: 20110707csnf01-Community Services Admin(0701-01)

COMMENTS: Total cost shall not exceed $130,000

PREPARED BY: Jill Rasmussen, Kid Zone Program Manager, Social Services, 480-350-5425

REVIEWED BY: Naomi Farrell, Deputy Community Services Director, Social Services, 480-350-5428

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney, 480-350-8779

DEPARTMENT REVIEW BY: Kathy Berzins, Community Services Director, 480-350-5464

FISCAL NOTE: Sufficient funds have been appropriated in cost center 2457

RECOMMENDATION: Approve the Community Use of School Facilities between the Kyrene School District No. 28 and the City of Tempe Kid Zone Enrichment Program.

ADDITIONAL INFO: The City of Tempe and the Kyrene School District currently have a Facility Use renewal to accommodate the start of the Kid Zone Summer Programs on July 7, 2011. This is a continuation of the Facility Use Agreement between the City of Tempe and the Kyrene School District No. 28 and is the 6th year the Facility Use Agreement has been in place. The Kid Zone Enrichment Program serves more than 1,100 children, attending five (5) Kyrene elementary schools within the City of Tempe, in kindergarten through 5th grade each year. It offers an affordable, safe, nurturing environment, held at the child's own school and eliminates the need for transportation for children. Working parents are able to feel confident that their children are spending their out of school time in a familiar and safe environment with their friends. This Agreement will extend the Kid Zone programs through next fiscal year 2011-12.

KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 OF MARICOPA COUNTY
(the "DISTRICT")
COMMUNITY USE OF SCHOOL FACILITIES: USE AGREEMENT
USE AGREEMENT FOR CATEGORIES IIA, IIB, IIC, IID, III, AND IV

Representative of: The City of Tempe, an Arizona municipal corporation, ("CITY")
Date: July ___, 2011
I, _____[name of signing official;] _____, on behalf of the CITY, as the duly authorized representative of said group, do hereby agree to the terms and conditions set forth herein and in DISTRICT Policy KF, and its Regulations and Exhibits: KF-RA, KF-RB, KF-EA, KF-EB AND KF-EC and agree that all terms and conditions that must be met prior to use will be met in accordance with the requirements of the DISTRICT found in its Policy, Regulations and Exhibits. I further understand that said use may not occur until all requirements have been met.

Indemnification
CITY agrees to conduct its activities in facilities in a careful and safe manner.
As a material part of the consideration to DISTRICT, CITY hereby assumes all risk of damage to and loss or theft of property, as well as injury or death to persons, related in any way to CITY's use or occupancy of any portion of Facility from any cause whatsoever, including when caused in whole or in part by CITY, and CITY hereby waives all claims in respect thereof against DISTRICT. CITY shall indemnify, defend, and save harmless DISTRICT and all of its employees, agents, and representatives from any and all claims, notices of claim(s), demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by DISTRICT, on account of loss of or damages to any property and/or for injuries to or the death of any person(s) arising in whole or in part out of any act or omission by CITY or its employees, agents, representatives, invitees, or subcontractors, or arising in whole or in part out of its and/or their use of Facility, or arising in whole or in part out of workers' compensation claims or unemployment disability compensation claims of employees of CITY or out of claims under similar such laws. CITY's obligation under this section shall not extend to any liability caused by the negligence or intentional acts of DISTRICT, or its employees. Where both DISTRICT and CITY, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability on a pro rata basis upon its relative degree of fault as established by compromise, arbitration or litigation.

Mandatory Insurance Requirement
Pursuant to A.R.S. Section 15-1105 *et seq*., CITY agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with CITY's use of any portion of FACILITY and/or FACILITY's contents, which insurance shall name DISTRICT as an additional insured and be primary and noncontributing to any coverage maintained by or on behalf of DISTRICT. Such insurance shall have minimum

limits of $1,000,000.00 per occurrence, and CITY shall provide DISTRICT with a certificate evidencing such insurance coverage is in effect. The DISTRICT acknowledges the CITY's self-insured program complies with the insurance requirements as outlined above. -The CITY will provide the DISTRICT with a copy of its insurance coverage.

User Fees
CITY is a Category IIB user as provided in DISTRICT's Community Use of District Facilities program and shall pay the user fees provided in that program in accordance with its terms, or in one lump sum payment.

Term
The term of this Agreement shall commence on July 7, 2012 and end June 30, 2012, at which time CITY's rights to use the Facility under this Agreement shall automatically expire unless extended in writing by the DISTRICT, in its reasonable discretion.

Re-leasing
The DISTRICT reserves the right to re-lease any portion of the facilities that become vacant during the term of any Agreement or any area wherein the Agreement therefore has been voided or canceled by either party. If the DISTRICT re-leases because of CITY's default, no refund will be due first CITY of any sums paid in advance; e.g., the DISTRICT may have incurred expenses in connection with the CITY.

Assignment and Subletting
No CITY shall assign any Agreement on any of the facilities or any area therein or any rights under said Agreement without prior written approval from the DISTRICT, which approval may be granted or withheld in the DISTRICT's sole and absolute discretion.

Alteration of Premises
Each CITY shall take the premises in the condition found, and in the event any CITY finds it necessary to remove or change the location of any stage, rigging, or equipment, such changes shall be made at the CITY's expense, and the CITY shall agree to change all such equipment, stages, and rigging back to the condition in which same was found. No CITY shall make any such changes or alterations without prior written approval from the designee from the DISTRICT.

Damage to Buildings and Contents
The CITY shall submit a deposit of $250.00, as determined by the DISTRICT, prior to occupancy. Deposit is refundable if no damage occurs. The CITY using the facilities shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures, equipment, etc. sustained from such use, whether caused by the CITY or the CITY's patrons, ordinary wear and tear excepted. Damages to facilities resulting from use by the organization shall be repaired by the DISTRICT and deducted from the damage deposit. Any damage fees over the amount of deposit will be billed to the organization. Failure to pay for damages may be cause for canceling the use

agreement. No decorative or other materials shall be attached to any part of the building so as to damage the building. All decorative or other materials shall be of a noncombustible type or shall be suitably treated with a flame retardant approved by the fire department. Nor shall any persons bring, exhibit, or set off fireworks or explosives on the premises without the written consent of the CITY and the mayor.

Machinery, Flammable Liquids, and Electricity
No person shall erect any engine, motor, rocket, or other machinery on the premises, nor use any gas, electricity, flammable liquid, or charcoal therein without prior written approval from the designee. All electrical connection of any kind must be made by the DISTRICT electrician or his representative, and all DISTRICT equipment must be operated by DISTRICT personnel approved by the designee.

Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies
No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, lighting fixtures, fire lanes or hydrants, or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed, or caused to be used for any purpose other than that originally intended by the DISTRICT. Any damage resulting from the misuse of any portion of the premises shall be repaired by the DISTRICT and billed to the CITY.

Liability for CITY Property
The DISTRICT shall not be liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be delivered until the CITY has made proper arrangements for receiving, handling, and storage of such material.

Lost or Misplaced Articles
The DISTRICT shall have the sole right to collect and have the custody of articles left on the premises by the CITY's patrons and to provide the disposition thereof. Such articles shall be kept on the premises for sixty (60) days and then disposed of as the designee deems advisable. The DISTRICT shall assume no responsibility for losses suffered by the CITY or the CITY's agents, servants, or employees that are occasioned by the theft or disappearance of equipment, articles, or other personal property.

Abandoned Equipment
Any equipment or effects of the CITY remaining on the premises for more than ten (10) days after the expiration of the Agreement shall be deemed abandoned and shall be disposed of by the DISTRICT's designee as deemed advisable by the DISTRICT.

Entrance and Exit
All persons shall use – and all articles, exhibits, fixtures, displays, and other equipment shall be brought into and out of the building only at – designated entrances and exits. Vehicular traffic or parking in areas on the premises not designated for such purposes shall require prior approval by the designee of the DISTRICT.

Procedure for Issuance and Return of Kyrene Badges-*Category IIB Childcare Users*
PROCEDURE TO OBTAIN AND RETURN BADGES

- It is the responsibility of the CITY to provide Community Education and Outreach Services (CEOS) with a roster of their employees, listed by site.
- These rosters must be provided by the second Friday of May, August, and December of each year. Badges will either be activated or deactivated by the last date of each of these months.
- When a change in employee status is made, the CITY must notify the Use of Facilities Technician at 480-783-4174, so that the employee may be added to Kyrene's current roster.
- The employee MUST report to the Kyrene Human Resources Department located at 8700 S. Kyrene Road, Tempe, Arizona 85284, so that they may have their picture taken and receive a badge prior to arriving at the school site to work.
- If CITY terminates an employee, CITY must notify CEOS within 24 hours of the termination, and return the former employee's badge to CEOS within two business days.
- Any breach of this procedure by CITY constitutes good cause for immediate termination of this agreement.

Permits and Licenses
The CITY has the responsibility to obtain any additional permits and licenses required by, and shall permit inspection by, appropriate personnel, e.g., health permits or inspection by the fire marshal. The DISTRICT will provide the necessary information needed by the CITY from the DISTRICT for Kid Zone programs to be properly licensed by the Arizona Department of Health Services, i.e., copies of Fire Marshall reports, capacity, and other required information.

Security and Safety Patrol
The CITY shall employ, through the DISTRICT and at the CITY's expense, such security and safety personnel as are required and approved by the designee. The necessity of security and safety personnel will be determined by the Principal and designee of the DISTRICT.

Observance of the Law
This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof. The CITY of the facilities shall comply with all laws of the United States and the State of Arizona, and with all applicable city ordinances, including any rules and regulations for the facilities under the charge and control of the DISTRICT. Violations by the CITY may result in cancellation of the agreement and discontinuance of the use of the facilities.

To the extent CITY's use of the facility involves the performance of copyright protected material or the recording of such performance, CITY agrees to obtain any necessary

copyright licenses or permissions associated with such performance and any recording of such performance by the CITY or any individual acting on behalf of the CITY. The extent a claim is made against the DISTRICT arising out of any alleged copyright infringement as a result of CITY's use of the facility, CITY agrees to indemnify and hold the DISTRICT harmless from any and all damages, including attorney's fees. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees in connection therewith in addition to the costs of that action, suit or proceeding.

Objectionable Performances of Persons
Any use of the facilities that is contrary to public policy or that is not in the best interests of the DISTRICT, or is in violation of any law, shall be a violation of the Agreement, and any performer or any other person whose conduct is objectionable, disorderly, or disruptive to facility use, or in violation of any law, shall be refused entrance or shall be immediately removed from the premises by the DISTRICT's designee.

Relationship
The parties agree that neither CITY nor any employees or other personnel of CITY will for any purpose be considered employees of DISTRICT, and with respect to CITY and any employees or other personnel of CITY, DISTRICT shall not be responsible in any manner for the supervision, direction, and control of CITY and/or any of its employees or other personnel, the payment of salary (including the withholding of income taxes and social security) of any such employees or other personnel, and/or the provision of workers' compensation and disability benefits for any such employees or other personnel.

Signs, Posters, and Literature
The CITY shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar, or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, tacks, or screws to be installed on any part of the building or premises. Signs may be posted only on billboards provided for such use, and all signs advertisements, posters, etc., must be related to the performance or exhibition to be given on the premises. The hanging of pictures, banners, or any other items on walls or draperies requires written prior approval by the designee of the DISTRICT.

The CITY shall not distribute or circulate or permit to be circulated any advertising matter or program at the entrance to or on any part of the premises that does not pertain completely to the immediate attraction. Such material must have prior approval from the DISTRICT's designee, and at no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to the facilities.

Advertising
All advertisement of performances and/or attractions for which an admission is to be charged must state the total admission prices. The CITY shall not advertise any

performance or the appearance of any performer unless and until agreements between all parties involved have been properly executed prior to signing the Agreement with the DISTRICT. All advertising must clearly state the sponsoring agent.

Facility Capacity
Persons will not be permitted inside any facility in excess of its established capacity. Enforcement of the requirement rests solely with the CITY.

Suspension of Use
DISTRICT may, by written notice, direct CITY to suspend its use of the facility for such period of time as may be determined by DISTRICT to be necessary or desirable. Upon receipt of such termination notice, CITY shall immediately discontinue use to the facility under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and CITY in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

Termination of Use
The DISTRICT has the right to terminate the use Agreement in the event the CITY or the CITY's representative is found to be in violation of DISTRICT rules, regulations, or procedures or the CITY's use is found to interfere with the DISTRICT's instructional program. The CITY will be given written notification of the cause for termination of the Agreement and the date on which the CITY is to discontinue use of the DISTRICT's facilities.

In case of fire, casualty, or other unforeseen occurrences that render impossible the fulfillment of an Agreement by the DISTRICT, said Agreement shall be immediately terminated by the designee of the DISTRICT. In such cases, payments shall be paid only for the time the premises are actually used. The CITY shall waive any and all claims for damages in the event of such termination.

Conflict of Interest
The parties understand that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, without penalty or further obligation on the part of the DISTRICT, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the DISTRICT is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of CITY, in any capacity, or a consultant to CITY, with respect to the subject matter of this Agreement.

Priority of DISTRICT Activities
If unexpected or unplanned DISTRICT activity is planned after a facility has been scheduled for an outside agency program, the DISTRICT activity will take priority. The DISTRICT designee should: (1) make every effort to both inform the outside agency of this situation as soon as possible and preferably no later than forty-eight (48) hours before the DISTRICT activity is scheduled to take place; and (2) make every effort to

find an alternative location for the outside agency sponsored activity, preferably forty-eight (48) hours before the activity is scheduled to take place.

Cancellation
Five (5) business days written notice is required for cancellation of the Agreement by the CITY. Notice should be sent to the school/facility of intended occupancy. Failure to provide five (5) business days written notice will result in a $15.00 penalty per use. Additional custodial charges may apply.

Default
In the event that CITY fails to pay any fee or other sum required to be paid by CITY hereunder when due or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to DISTRICT by reason of such failure, whether at law or in equity, DISTRICT may immediately and unilaterally terminate this Agreement and all rights of CITY hereunder—including any right of adjustment of amounts paid hereunder.

The CITY, in accepting this Agreement, shall agree that the DISTRICT shall not be liable to prosecute, nor be held liable for damages in the event that the DISTRICT declares the CITY in default thereof.

Amendments to Contract
Any and all amendments/changes to an existing invoice/agreement must be submitted in writing on a Request for Use of Facilities application form and submitted to the DISTRICT's designee. These changes shall be subject to the approval of the DISTRICT's designee and Principal and shall be considered binding in the same manner as a full invoice/agreement.

Specific Terms of Use
When using the facility, or any portion thereof, CITY agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the DISTRICT pertaining to the use and occupancy of the facility. CITY agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility at all times in as good order and condition as existed prior to CITY's use thereof. CITY shall not use or allow any portion of the facility to be used for any unlawful purpose. CITY shall not commit or allow to be committed any waste or nuisance in or about the facility, or subject the facility to any use that would damage any portion of the facility or raise or violate any insurance coverage maintained by the DISTRICT. CITY shall not allow a number of persons in any portion of the facility at any time in excess of the legal or normal capacity of such portion of the facility. CITY shall not permit any food or drink in any portion of the facility without the prior written consent of the DISTRICT.

All activities must be under competent adult supervision supplied by the CITY.

The DISTRICT's designee may require the CITY to provide additional adult supervision, custodial support, or security, as the DISTRICT's designee deems appropriate. When

facilities are used by any organization during hours outside of the normal workday, or during a time when a staff member is not normally present, a DISTRICT employee must be present. Compensation for employees will be in addition to facility use fees. Payment to employees will be made by the DISTRICT and billed to the CITY according to the fee schedule.

The following specific rules shall be observed while using any facility and the CITY shall be held responsible for enforcing them and for any damages growing out of any violation thereof:

- The use of tobacco in any facility in any form is prohibited.
- Drinking of alcoholic beverages or gambling anywhere in or on the premises is prohibited.
- Food and drinks shall not be allowed inside school gymnasiums.
- Persons attending functions shall confine themselves to the specific part of the facility assigned in the agreement/invoice**.**
- The use of school equipment or supplies shall not be permitted without the permission of the designee as outlined in the agreement/invoice.
- Facilities must be vacated by 9:30 P.M. unless permission is otherwise granted specifically in the agreement/invoice. It is the responsibility of the CITY to see that this requirement is administered.

Use of DISTRICT Kitchens
No DISTRICT kitchen facility shall be used except as specifically outlined by the supervisor of cafeterias and approved by the DISTRICT's designee. Charges for food served and/or staff necessary to serve food shall be established by the supervisor of cafeterias, approved by the DISTRICT's designee, and paid directly to the food services department.

Special-Interest Groups
Setup and rearranging of chairs, etc., is the responsibility of the CITY. The storing of paraphernalia may be a part of this agreement, contingent upon space availability at the designated site. A fee shall be charged for the storage of equipment/paraphernalia. The fee shall be based upon the monthly cost per square foot of space utilized.

The CITY agrees:
To take proper care of the field(s) and complementing facilities during the period of their use and to return the facilities to the DISTRICT not later than the day following the last scheduled day of the approved Agreement in good condition, less normal wear and tear (as judged by the principal and the DISTRICT's designee). If facilities have not been restored to original condition by the day following the last scheduled activity, the DISTRICT shall restore the facilities, and the cost of such restoration shall become the financial obligation of the CITY. Should said obligation exceed the deposit on file with the DISTRICT, the balance thereof will be billed to the organization and must be paid within the time period set forth in the invoice from the DISTRICT. Failure to meet this

payment obligation within a reasonable amount of time shall constitute proper reason for disallowing further use of the facilities by the CITY.

- The principal of the school involved and the DISTRICT designee shall judge jointly whether proper care and policing of the facilities are being carried out during the period of use.
- That preparation of the ground for the CITY's program shall not interfere in any way with the school program at any site. CITYs may not work on grounds' preparation during school hours.
- To furnish all needed materials for the operation of the CITY's program without cost or obligation to the DISTRICT.
- The issuance of keys to facilities is to be discouraged. However, if no alternative is suitable, it shall be the Principal's responsibility to issue and retrieve facility keys according to the DISTRICT key control procedures.
- That no modification of the school premises for the CITY's activities shall be made without approval by the DISTRICT's designee.
- Nothing shall be sold, given, exhibited, or displayed for sale without prior permission from the school. Any sales are prohibited unless their proceeds will be used for charitable or non-profit educational purposes.
- That a concession stand shall be opened for operation only with prior approval by the designee, and only on dates when games are regularly scheduled.
- To be responsible for the upkeep of the playing fields.
- That glass containers and other breakable articles shall not be distributed by the concession stands.
- That public address systems, when used, shall be operated with a volume setting low enough to avoid disturbance of households in areas adjacent to the schools. Excessive loudness, unnecessary announcements, and extraneous comments are to be avoided.
- That no team practice or regularly scheduled game shall begin at such time as to interfere with the school program at any site.
- That field lights shall not be turned on for any purpose other than for sessions as provided for in the agreement/invoice**.**
- That no facilities shall be erected without the prior written consent of the DISTRICT.
- That the CITY shall exercise no control or jurisdiction over the property of the DISTRICT, the improvements, or the premises except to have policing privileges of the grounds during the time that the CITY's activities are being conducted, and except as otherwise provided herein.

The DISTRICT furthermore reserves the right to consider rescheduling of any or all facilities upon the request of additional groups for the use of such facilities. If a rescheduling is effected, the DISTRICT agrees to give one week's notice in writing to the CITY involved.

School functions and activities may take precedence in some cases, in such cases the DISTRICT agrees to provide a minimum of twenty-four (24) hours notice to the CITY and to provide the CITY with alternative arrangements.

Strict Performance
The failure of DISTRICT to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or CITY's delay in the exercise of any such rights or remedies shall not release CITY from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of DISTRICT to insist upon strict performance of this Agreement.

Arbitration
In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

Entire Agreement
This Agreement constitutes the entire agreement and understanding between the parties concerning the matters addressed herein, may not be modified orally, and supersedes any and all previous agreements or understandings, whether written or oral, between or among the parties relating to use of District Facilities.

No Discrimination
Both parties agree to not discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap.

Signature Authority
This Agreement is subject to adoption by City's Mayor and City Council. Upon execution of this Agreement by the Mayor, the Mayor and Council authorize the City Community Services Manager or authorized designee to sign other documents or amendments of the Agreement as may be necessary to effectuate this Agreement, including annual Facility Use Agreements with same or substantially similar terms,, and further authorize the Community Services Manager to act upon any other minor matters not presently contemplated which may arise and require City's action in order to effectuate the purpose of the Agreement.

Each party represents that the signatory noted below is authorized by the appropriate governing body to sign on that party's behalf.

[SIGNATURE PAGE TO FOLLOW]

CITY OF TEMPE

_____
Mayor

_____
Date

KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28

_____
Director, Community Education

_____
Date

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5B20**

SUBJECT: Request approval of a three-month contract renewal with Redflex Traffic Systems, Inc. for the continuation of the City's photo enforcement program.

DOCUMENT NAME: 2011707fsmg07 PURCHASES (1004-01)

COMMENTS: Total cost of this contract shall not exceed $200,000 during this three-month renewal period. All costs related to this contract are paid from violators' fines.

PREPARED BY: Michael Greene, C.P.M., Central Services Administrator, 480-350-8516

REVIEWED BY: Jerry Hart, CPA, Deputy Finance and Technology Director – Finance
Tom Ryff, Police Chief, 480-350-8214
Noah Johnson, Police Lieutenant, 480-858-6332
Paul Bentley, Fiscal/Research Administrator, 480-858-6204
Fran Santos, Police Commander, 480-350-8907

LEGAL REVIEW BY: Bill Amato, Police Legal Advisor, 480-350-8907

DEPARTMENT APPROVAL: Ken Jones, Finance and Technology Director, 480-350-8505

FISCAL NOTE: (T07-045-01) Sufficient funds have been appropriated in cost center 2253 (General Fund) for the anticipated expenditures in fiscal year 2011/2012.

RECOMMENDATION: Approve the three-month contract renewal.

ADDITIONAL INFO: City Council approved this contract on July 19, 2007 for an initial three-year term with two one-year renewal options. A one-year renewal was approved last year that will expire on July 18, 2011. City Council may extend this contract in any increment up to one additional year. At this time, staff is recommending that a three-month renewal be approved that will establish the new termination date for October 18, 2011. There will be no change in fees paid to Redflex Traffic Systems ($35.50 per paid citation for fixed locations, $37.50 per paid citation for mobile locations and $26.00 per process serving).

Staff Summary Report

Council Meeting Date: 7/720/11 **Agenda Item Number:** 5C1

SUBJECT: This is the introduction and first public hearing to adopt an ordinance authorizing the granting of a Power Distribution Easement to Salt River Project Agricultural Improvement and Power District by the City of Tempe for electrical lines, equipment and appurtenances at Tempe Diablo Stadium. The second public hearing is scheduled for August 18, 2011.

DOCUMENT NAME: 20110707pwko08 UTILITY EASEMENT GRANTED (0901)
ORDINANCE NO. 2011.25

COMMENTS: The City of Tempe is currently conducting a capital improvement project for lighting upgrades at Tempe Diablo Stadium. This easement will accommodate the required, new transformer pad for the upgrades and service to the stadium.

PREPARED BY: Ken Olmstead, Right-of-Way Management Coordinator (x2367)

REVIEWED BY: Andy Goh, Deputy PW Director/City Engineer (x8896)

LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (x8402)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: There is no cost or revenue impact to the city.

RECOMMENDATION: Adopt Ordinance No. 2011.25.

ADDITIONAL INFO: In February 2011 the City Council approved a capital improvement project for lighting upgrades at Diablo Stadium. The upgrades included removal of the existing lighting, installation of eight new poles for field lighting, installation of a new power transformer and relocation of the electrical service entrance.

ORDINANCE NO. 2011.25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE GRANTING OF A POWER DISTRIBUTION EASEMENT TO SALT RIVER AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AND THE EXECUTION OF AN EASEMENT AGREEMENT MEMORIALIZING SUCH EASEMENT

WHEREAS, Section 2.11(g), Tempe City Charter, requires an ordinance to convey or authorize the conveyance or lease of any interest in City-owned lands in the City of Tempe; and

WHEREAS, the Salt River Agricultural Improvement and Power District ("SRP") has requested that the City grant it an easement over certain City-owned land for power distribution facilities, and the City has determined that it is in the best interests of the City of Tempe to grant such easement to SRP.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe does hereby authorize the granting of an easement to SRP on the property described in, and in the form attached hereto as, Exhibit "A", subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part.

Section 2. That the Mayor is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance, including without limitation the Easement.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ____ day of August, 2011.

_____

MAYOR

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

WHEN RECORDED MAIL TO:

EXHIBIT "A"

SALT RIVER PROJECT
Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 123-30-001
NW4 Sec. 29 T1N R4E

Agt. KB
SRP Job # KJP-2027
AMP # 81063068
W KB C

CITY OF TEMPE,
a municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-nine (29), in Township One (1) North, Range Four (4) East of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona., more particularly described in Docket 6046 Page 137, Records of Maricopa County, Arizona.

Easement Parcel:

Said easement being the equipment pad delineated on Exhibit "A" (DIABLO STADIUM, SRP Job No. KJP-2027 AND AMP #81063068), prepared by Salt River Project A.I. & Power District, dated 05-25-11, said Exhibit "A" attached hereto and made a part hereof.

EXCEPT any part thereof found to be lying within an existing SRP easement of record.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF TEMPE**, a municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20_____.

CITY OF TEMPE,
a municipal corporation

By _____
Its _____

ATTEST:

By _____
Its City Clerk

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, the _____, of the **CITY OF TEMPE,** a municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

_____
Notary Stamp/Seal

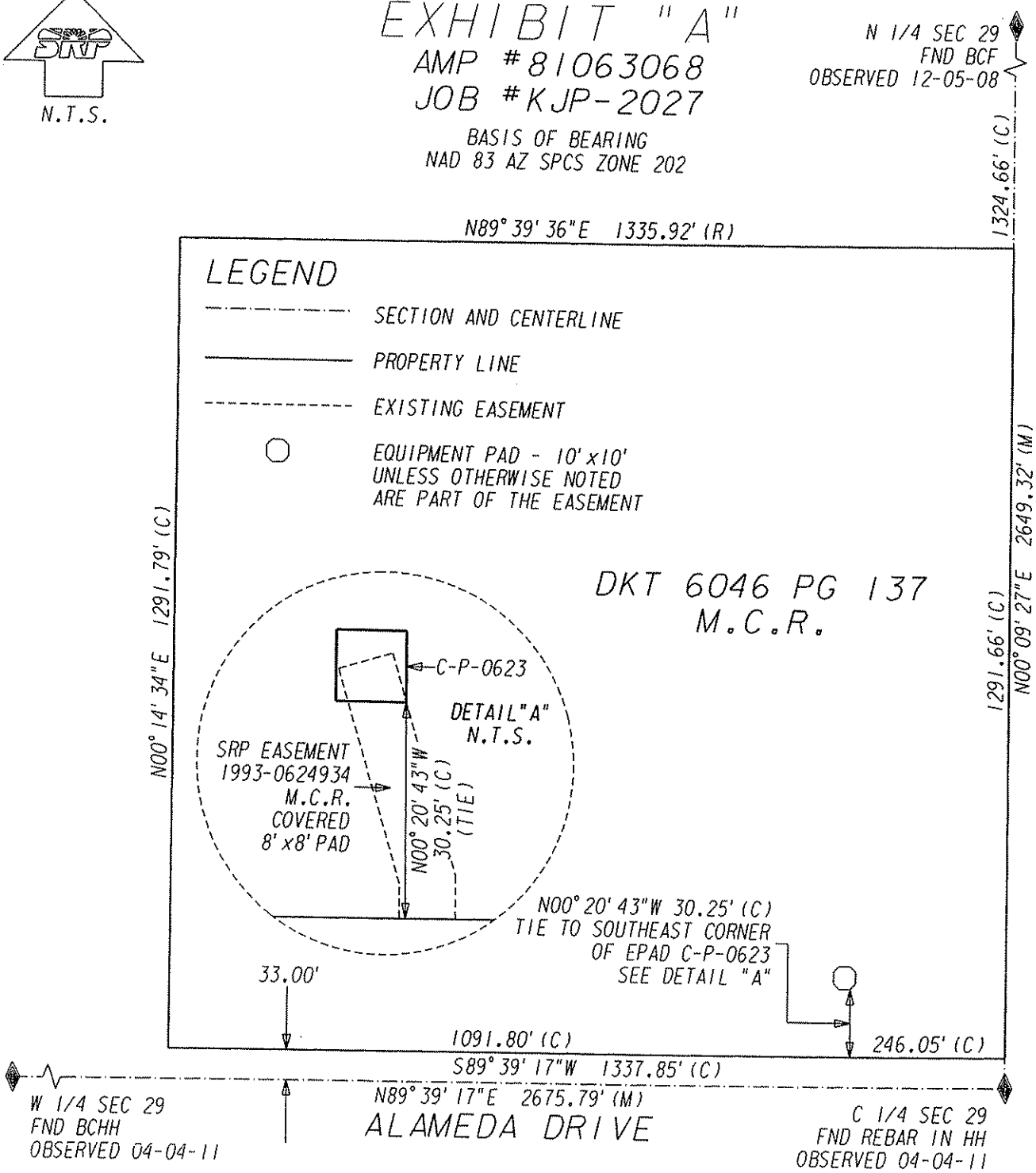
Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"

AMP #81063068
JOB #KJP-2027

N.T.S.

BASIS OF BEARING
NAD 83 AZ SPCS ZONE 202



NOTE

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

SALT RIVER PROJECT A.I.
& POWER DISTRICT

DIABLO STADIUM
NW 1/4 SECTION 29
T-1-N, R-4-E
19.4 EAST - 1.6 NORTH
UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY

DESIGNED:	DYSON	AGENT:	BOCKMANN
DRAWN:	GOREHAM	APPROVED:	
DATE:	05-25-11	CHK'D BY:	VH
SCALE:	N.T.S.	SHEET:	1 OF 1

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5C2

SUBJECT: Introduction and first public hearing to adopt an ordinance authorizing the abandonment of a portion of an existing drainage easement on Lot 9 of Fountainhead Apartments Subdivision. The second public hearing is scheduled for August 18, 2011.

DOCUMENT NAME: 20110707pwko07 ABANDONMENT (0901) ORDINANCE NO. 2011.23

COMMENTS: This drainage easement is no longer required due to reconfiguration of onsite drainage for Fountainhead Corporate Park.

PREPARED BY: Ken Olmstead, Right-of-Way Management Coordinator (x2367)

REVIEWED BY: Andy Goh, Deputy PW Director/City Engineer (x8896)

LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (x8402)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: N/A

RECOMMENDATION: Adopt Ordinance No. 2011.23.

ADDITIONAL INFO: The abandonment is being sought by the owners of Fountainhead Apartments Subdivision.

Fountainhead was originally designed with a centralized retention area. As development has been completed each lot has been designed to take it's respective share of storm drainage and retain it onsite. Per a 2006 drainage study, conducted by Dennis Knudsen of Knudsen-Smith Engineering, storm water retention design modifications completed on Lots 2, 4, 7 and 8 intercept storm runoff for that portion of the development and thereby has reduced the required storage on Lots 1 and 9 (Fountainhead Apartments Subdivision) allowing for removal of the existing retention basin, pipes and appurtenances. Per the drainage study recommendations the storm drain pipe concrete headwall has been removed and the drainage pipe has been capped.

ORDINANCE NO. 2011.23

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, ABANDONING A PORTION OF A DRAINAGE EASEMENT ON LOT 9 OF FOUNTAINHEAD APARTMENTS SUBDIVISION.

WHEREAS, it has been determined by the City Council that a portion of an existing drainage easement on Lot 9 of Fountainhead Apartments Subdivision, is no longer required by the City; and

WHEREAS, it would appear to be in the best interest of the City of Tempe to abandon said drainage easement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the City of Tempe does hereby abandon, relinquish and vacate the portion of the drainage easement as shown on Exhibit "A", attached hereto.

Section 2. That all rights of the City with regard to the drainage easement so abandoned shall vest in the record owner(s) of the adjacent property and shall be subject to the same encumbrances, liens, limitations, restrictions, easements, and estates as exist on the land of which it is a part.

Section 3. That the Mayor is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____day of August, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RICK™
ENGINEERING COMPANY

EXHIBIT "A"

April 20, 2011
Rick No. 3592
SCB

LEGAL DESCRIPTION
FOR
ABANDONMENT OF STORM DRAIN EASEMENT WITHIN SAN PORTELLA

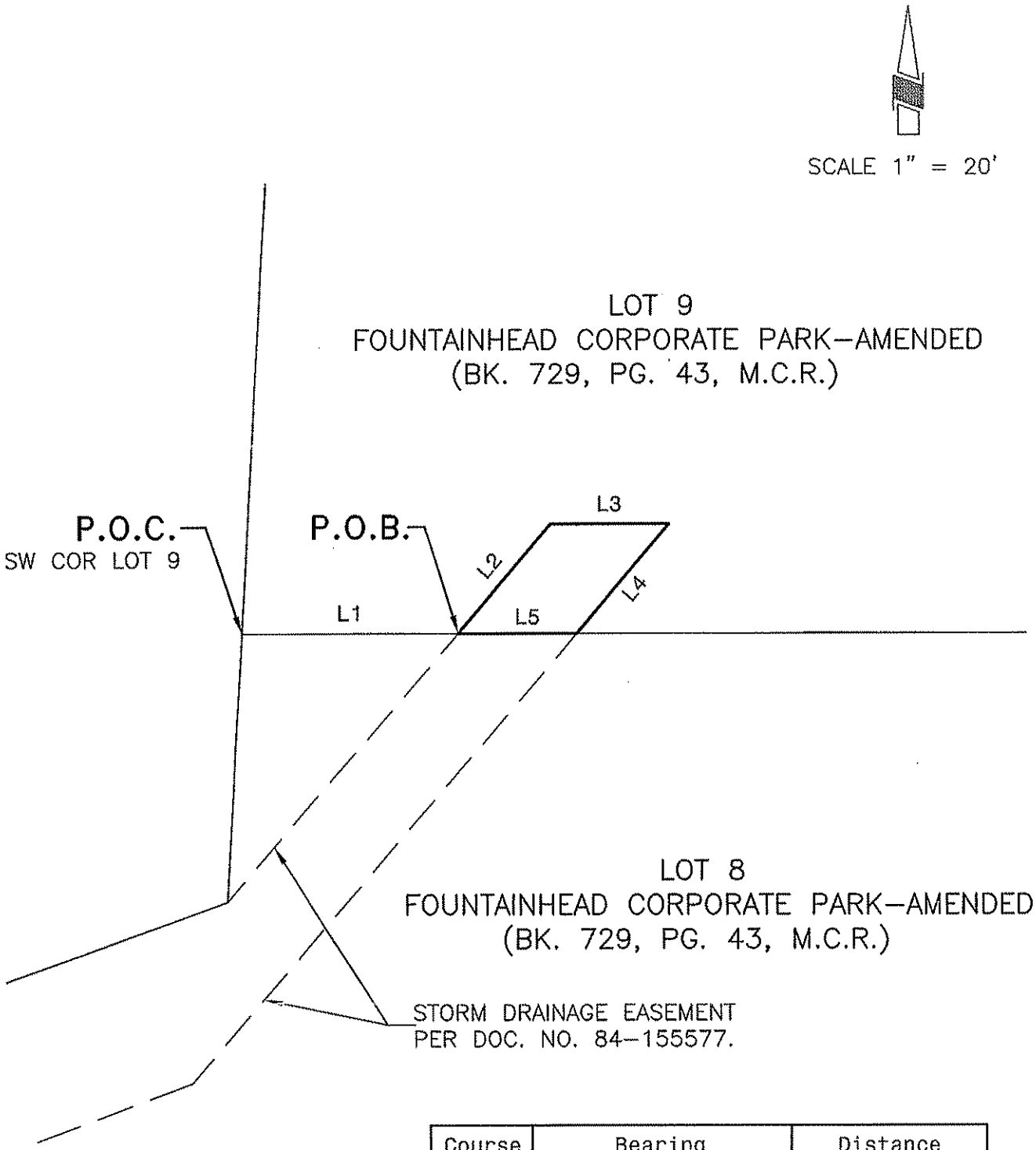
A portion of the Easement for Stormwater Drainage as recorded in Document No. 84 155577 of Maricopa County records lying in Lot 9 of FOUNTAINHEAD CORPORATE PARK-AMENDED as recorded in Book 729 of Maps, Page 43 of Maricopa County records, located in the Northeast quarter of Section 29, Township 1 North, Range 4 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 9;
THENCE North 89 degrees 58 minutes 15 seconds East, along the southerly boundary line of said Lot 9, a distance of 28.55 feet to a point on the northerly boundary line of said Easement for Stormwater Drainage marking the POINT OF BEGINNING of the portion to be abandoned;
THENCE along the boundary of said Easement the following courses and distances;
North 40 degrees 36 minutes 16 seconds East, 18.88 feet;
THENCE North 89 degrees 58 minutes 15 seconds East, 15.81 feet;
THENCE South 40 degrees 36 minutes 16 seconds West, 18.88 feet to said southerly boundary line of Lot 9;
THENCE South 89 degrees 58 minutes 15 seconds West, along said southerly boundary line, 15.81 feet to the POINT OF BEGINNING, as shown on Exhibit "A" attached herewith as page 2 of 2. Subject parcel comprising 227 square feet, more or less, and subject to all easements of record.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26409
STEVEN C.
BURFORD
Date Signed 4-20-11
ARIZONA, U.S.A.

Expires: 09-30-13

6150 North 16th Street • Phoenix, Arizona 85016-1705 • (602) 957-3350 • FAX: (602) 285-2396 • rickengineering.com



Course	Bearing	Distance
L1	N 89°58'15" E	28.55'
L2	N 40°36'16" E	18.88'
L3	N 89°58'15" E	15.81'
L4	S 40°36'16" W	18.88'
L5	S 89°58'15" W	15.81'

EXHIBIT "A"

Staff Summary Report

Tempe

City Council Meeting Date: **7/7/2011** **Agenda Item Number: 5C3**

SUBJECT: Introduction and first public hearing to adopt an ordinance for a Code Text Amendment for COMMUNITY GARDENS. The second public hearing is scheduled for August 18, 2011.

DOCUMENT NAME: 20110707cdrl01 ZONING AND DEVELOPMENT CODE (0414) ORDINANCE NO. 2011.20

COMMENTS: Request for COMMUNITY GARDENS (PL110176) (Community Development Dept., applicant) consisting of Zoning and Development Code amendments for a new section on the use of community gardens within the commercial, industrial and residential districts, including a City Code amendment for an alternative processing fee. The request includes the following:

ZOA11001 (ORDINANCE NO. 2011.20) – Code Text Amendment for Sections 3-102, 3-202, 7-104 and a new Section 3-427 for Community Gardens.

PREPARED BY: Ryan Levesque, Senior Planner (480-858-2393)

REVIEWED BY: Lisa Collins, Community Development Deputy Director (480-350-8989)

LEGAL REVIEW BY: Teresa Voss, Assistance City Attorney (480-350-8814)

DEPARTMENT REVIEW BY: Chris Anaradian, Community Development Director (480-858-2204)

FISCAL NOTE: There is no fiscal impact on City Funds

RECOMMENDATION: Staff – Approval
Development Review Commission – Approval (7-0 vote)

ADDITIONAL INFO: This request would allow "Community Gardens", subject to approval of a Use Permit, in the residential, commercial, mixed-use and industrial districts in the City of Tempe.

On May 4, 2011, the Neighborhood Advisory Commission recommended support of the draft regulations with additional comments.

On June 14, 2011, the Development Review Commission recommended approval of a code text amendment to create a new subsection for approval criteria specific to community garden requests.

PAGES:

1. List of Attachments
2. Comments
3. History & Facts / Zoning & Development Code Reference

ATTACHMENTS:

1-4. Ordinance No. 2011.20
5-7. May 4, 2011 Neighborhood Advisory Commission minutes

COMMENTS:

This is a request for a Code Text Amendment to allow "Community Gardens", subject to approval of a use permit, in the residential, commercial, mixed-use and industrial districts in the City of Tempe.

There has been increasing interest in developing community gardens within the City. Staff has conducted research on how community gardens are established, whether there should be formal processes used, how they are managed and potential issues related to community gardens in general.

A community garden stakeholders meeting was held on April 5, 2011, to review a draft ordinance proposal that would require a Use Permit to allow community gardens in the City of Tempe.

There was concern initially over the requirement of a Use Permit and the associated fees ranging from $397.00 to $1,137.00 depending on the zoning district where the community garden would be introduced. The Use Permit fee being proposed as part of this amendment for Community Gardens is $50.00 which would cover noticing costs. By following a Use Permit process, the City is able to provide greater assistance and flexibility to individuals who wish to create community gardens. By conditionally allowing this through a Use Permit in all zoning classifications, there is flexibility to address the various types and sizes of gardens and surrounding land uses based on the individual situation without developing conditions that could be unnecessary for some community gardens.

Other suggestions that resulted in changes to the draft proposed ordinance were to allow vehicular operated equipment for the establishment and for on-going seasonal garden activities, the addition of sign regulations and specifically allowing other fencing materials.

This draft was presented and reviewed at the Technology, Economic and Community Development Council Committee on April 15, 2011

Through guidance and direction provided at the Technology, Economic & Community Development Council Committee on April 15, 2011, staff is bringing forward a proposed ordinance that would consider the following:

- Allowing Community Gardens in all residential, commercial and industrial districts through a use permit process (public hearing); (Community Gardens are currently permitted in the AG, Agricultural District.)
- Allowing temporary uses on the site, such as, small structures, temporary fencing, and limited retailing related to the sale of products grown on site.
- Alternate processing fees for the use permit application.

Staff also presented a draft ordinance to the Neighborhood Advisory Commission (NAC) on May 4, 2011. The Commission recommended support of the draft regulations and the minutes of that meeting were included in the June 14, 2011 Development Review Commission report.

*See Attachments 5-7, for a copy of the meeting minutes.

On June 14, 2011, the Development Review Commission recommended approval of the proposed code text amendment. As part of their approval, the Development Review Commission directed staff to create a new subsection for approval criteria specific to community garden requests that includes the following:

- Potential size of the community garden;
- Days and hours of the operation, which includes any retailing;
- Access and parking; and
- Determination of products sold on-site

HISTORY & FACTS:

2010	Initial discussion with the Technology, Economic and Community Development Committee, a Council subcommittee, regarding the idea of allowing community gardens on City-owned land.
January 19, 2011	Update provided to the Technology, Economic and Community Development Committee, a Council subcommittee.
March 18, 2011	Proposed draft regulations presented to the Technology, Economic and Community Development Committee.
April 5, 2011	Community Stakeholders input meeting (5:30 pm) was held to review a draft ordinance and provide feedback on the proposal of regulations for Community Gardens.
April 15, 2011	Second presentation provided to the Technology, Economic and Community Development Committee. *(Direction provided to move forward with a draft ordinance)*
May 4, 2011	Neighborhood Advisory Commission reviewed the initial draft outline of proposed regulations for Community Gardens.
May 10, 2011	Development Review Commission held a Study Session review on the initial draft outline of proposed regulations for Community Gardens.
June 14, 2011	Development Review Commission recommended approval of the Code Text Amendment for COMMUNITY GARDENS (Ordinance No. 2011.20), with modifications.
July 7, 2011	Introduction and first public hearing by City Council to adopt an ordinance for a Code Text Amendment for Community Gardens.
August 18, 2011	Second and final public hearing by City Council to adopt an ordinance for a Code Text Amendment for Community Gardens.
September 17, 2011	Effective date for the Community Garden Ordinance, if adopted by City Council.

ZONING AND DEVELOPMENT CODE REFERENCE:

Section 6-304, Zoning Map Amendments and Code Text Amendments

ORDINANCE NO. 2011.20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE ZONING AND DEVELOPMENT CODE, PART 3 – LAND USE, SECTIONS 3-102, 3-202, AND ADDING SECTION 3-427; AND PART 7 – DEFINITIONS, SECTION 7-104.

****

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

SECTION 1. That a portion of Table 3-102A of Section 3-102 of the Zoning and Development Code, pertaining to community gardens, is hereby amended to read as follows:

Table 3-102 – Permitted Land Uses (AG, SFR, MF, MH, RMH, TP)

Uses	Status of Use in District			
	AG	SFR	MF	MH/RMH/TP
COMMUNITY GARDENS [SECTION 3-427]	S	U(S)	U(S)	U(S)

SECTION 2. That a portion of Table 3-202A and Table 3-202B of Section 3-202 of the Zoning and Development Code, pertaining to community gardens, is hereby amended to read as follows:

Table 3-202A – Permitted Land Uses (R/O, CSS, CC, PCC, RCC)

Uses	Status of Use District					
	R/O	CSS	CC	PCC-1	PCC-2	RCC
COMMUNITY GARDENS [SECTION 3-427]	U(S)	U(S)	U(S)	U(S)	U(S)	U(S)

Table 3-202B – Permitted Land Uses (MU-1, MU-2, MU-3, MU-4 and MU-Ed)

Uses	Districts				
	MU-1	MU-2	MU-3	MU-4	MU-Ed
COMMUNITY GARDENS [SECTION 3-427]	U(S)	U(S)	U(S)	U(S)	U(S)

SECTION 3. That Part 4, Land Use, Chapter 4 – Special Use Standards, within the Zoning and Development Code, is hereby amended by adding the following:

SECTION 3-427 COMMUNITY GARDENS.

A. PURPOSE. THE PURPOSE OF THIS SECTION IS TO FOSTER AND SUPPORT SUSTAINABLE PRACTICES THROUGH INTERIM USE AND/OR THE ADAPTIVE RE-USE OF OPEN SPACE AND VACANT LANDS WITH *COMMUNITY GARDENS*.

B. APPLICABILITY. A *COMMUNITY GARDEN* IS PERMITTED IN THE AG, AGRICULTURAL DISTRICT. A COMMUNITY GARDEN IS ALSO PERMITTED, SUBJECT TO APPROVAL OF A *USE PERMIT*, IN ALL OTHER RESIDENTIAL DISTRICTS AND IN ALL COMMERCIAL, MIXED-USE AND INDUSTRIAL DISTRICTS. SEE PROCEDURES IDENTIFIED IN SECTION 6-308, USE PERMIT.

C. APPROVAL CRITERIA. IN ADDITION TO THE *USE PERMIT* APPROVAL CRITERIA FOUND IN SECTION 6-308, THE FOLLOWING FACTORS SHALL BE CONSIDERED BY THE DECISION-MAKING BODY, BUT NOT BE LIMITED TO:

1. COMPATIBILITY WITH EXISTING SURROUNDINGS AS IT RELATES TO THE SIZE OF THE *COMMUNITY GARDEN*;

2. ADEQUATE ACCESSIBILITY TO THE SITE AND FOR PUBLIC PARKING WITHIN THE VICINITY, WHICH DOES NOT CREATE A NUISANCE TO THE SURROUNDING AREA OR GENERAL PUBLIC;

3. EVALUATION OF ACCEPTABLE HOURS/DAYS OF OPERATION, INCLUDING OUTDOOR RETAILING OF PRODUCE; AND

4. EVALUATION OF ACCEPTABLE PRODUCTS SOLD ON-SITE.

D. OPERATION REQUIREMENTS. A *COMMUNITY GARDEN* MAY BE LOCATED ON A VACANT LOT, WITHIN AN ENCLOSED BUILDING, OR ON A LOT WITH OTHER BUILDINGS AND USES.

1. BUILDINGS OR STRUCTURES, A MAXIMUM OF TWO HUNDRED (200) SQUARE FEET IN AREA AND EQUAL TO OR LESS THAN EIGHT (8) FEET IN HEIGHT, MAY BE LOCATED IN THE REQUIRED SIDE OR REAR *YARD* SETBACKS, SUBJECT TO APPLICABLE BUILDING CODES. DEVELOPMENT PLAN REVIEW IS NOT REQUIRED.

2. ANY BUILDING OR STRUCTURE, IN EXCESS OF TWO HUNDRED (200) SQUARE FEET IN BUILDING AREA OR OVER EIGHT (8) FEET IN HEIGHT MUST COMPLY WITH BUILDING SETBACKS AND RECEIVE APPROVAL OF A DEVELOPMENT PLAN REVIEW, PURSUANT TO SECTION 6-306, INCLUDING SITES IN ALL RESIDENTIAL DISTRICTS.

3. ANY EXISTING ON-SITE RETENTION SHALL BE MAINTAINED OR RECONFIGURED IN ACCORDANCE WITH CITY CODE REQUIREMENTS.

4. ALL EQUIPMENT OR MATERIALS, NOT IN USE, SHALL BE STORED WITHIN AN ENCLOSED STRUCTURE OR SCREENED FROM STREET VIEW.

5. USE OF VEHICULAR OPERATED EQUIPMENT, SUCH AS GARDEN TILLERS OR TRACTORS, FOR INITIAL ESTABLISHMENT OF THE *COMMUNITY GARDEN* IS PERMISSABLE AND MAY ONLY BE USED FOR ON-GOING MAINTENANCE IF APPROVED THROUGH THE *USE PERMIT* PROCESS. THE USE OF MOTORIZED HAND-OPERATED EQUIPMENT IS PERMITTED.

6. THE *COMMUNITY GARDEN* MAY DISPLAY A MAXIMUM OF ONE (1) *SIGN*, SUBJECT TO REVIEW, AS A PART OF THE *USE PERMIT*. THE *SIGN* SHALL BE A MAXIMUM OF EIGHT (8) FEET IN HEIGHT AND A MAXIMUM OF THIRTY-TWO (32) SQUARE FEET IN AREA, WITH NO MORE THAN SIXTEEN (16) SQUARE FEET OF INFORMATION USED FOR SPONSOR ADVERTISING. A *SIGN* PERMIT IS NOT REQUIRED.

7. CHAIN LINK FENCE AND OTHER FENCING MATERIALS, WITHOUT BARBED OR RAZOR WIRE, ARE PERMISSIBLE FOR THE *COMMUNITY GARDEN*. NO LIGHTING IS REQUIRED FOR THE GATE ENTRANCE.

8. OUTDOOR RETAILING OF PRODUCTS PRODUCED ON THE SITE IS PERMITTED AS A PART OF THE *USE PERMIT*.

9. PROPOSED IMPROVEMENTS ON THE SITE RELATING TO OTHER LAND USE *DEVELOPMENT* INCLUDING ADDING BUILDINGS, PARKING, LIGHTING AND DRIVEWAYS, SHALL CONFORM TO THE STANDARDS OF THIS CODE, UNLESS OTHERWISE PERMITTED BY THIS SECTION.

E. DISCONTINUANCE OF USE. IF A *COMMUNITY GARDEN* IS NO LONGER IN OPERATION OR LEFT FALLOW, THE SITE SHALL BE RETURNED TO ITS ORIGINAL FORM. IF PREVIOUSLY VACANT, THE SITE SHALL PROVIDE PROPER DUST CONTROL MITIGATION. ANY RE-ESTABLISHMENT OF A COMMUNITY GARDEN SHALL REQUIRE PROCESSING AND APPROVAL OF A NEW *USE PERMIT*.

SECTION 4. That Section 7-104, within the Zoning and Development Code, relating to adding a definition for community garden, is hereby amended to read as follows:

COMMUNITY GARDEN MEANS LAND GARDENED COLLECTIVELY BY A GROUP OF PEOPLE. GARDENING MAY INCLUDE, BUT IS NOT LIMITED TO, ALL TYPES OF HORTICULTURE SUCH AS FLOWER, VEGETABLE OR FIELD CROPS, AND ORCHARDS CONTAINING BERRY, BUSH OR TREE CROPS.

SECTION 5. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Minutes
Neighborhood Advisory Commission
May 4, 2011

Minutes of the Neighborhood Advisory Commission (NAC) held on May 4, 2011, 5:50–7:05 p.m., at City Hall, 31 E. 5th Street, 3rd Floor Conference Room, Tempe, Arizona.

(MEMBERS) Present: Karen Adams, Nancy Buell, Pete DeMott, Britney Scott Kaufmann, Ira King, Angela Lopez, Robert Miller, Leonard Montenegro, John Sanborn, Scott Smas, Michael Wasko

(MEMBERS) Excused Absences: Maureen Decindis, Joochul Kim, Josephine McNamara, Lisa Roach

(MEMBERS) Unexcused Absences: Michael Pickett, Joe Pospicil, Bill Wagner

Guests Present:
None.

City Staff Present: Shauna Warner, Neighborhood Services Manager; Elizabeth Thomas, Neighborhood Services Specialist

Agenda Item 1 – Call to Order
Chair Wasko called the meeting to order at 5:50 p.m.

Agenda Item 2 – Public Comment
None.

Agenda Item 3 – Consideration of Minutes: April 6, 2011
Commissioner King moved that the April 6, 2011 minutes be approved as written. Commissioner Miller seconded the motion. The motion passed unanimously.

Agenda Item 4 – Community Garden Zoning Ordinance Amendment
Shauna provided an overview of the preliminary draft regulations applicable only to community gardens on private property. These provisions were drafted in response to the growing interest in developing community gardens and at the direction of the Technology, Economic and Community Development Council Committee. Community gardens are already permitted in any areas zoned for agriculture.

The Escalante Community Garden is different in that the city is leasing the land to Tempe Community Action Agency (TCAA), a non-profit, who is then assuming the liability and raising the funds needed to get the garden going. This garden will be evaluated by city staff for at least a year, in effect serving as a pilot learning project to allow for a process to be created in the future for community gardens on public property. There are many variables involved in community gardens

situated on city or park property that will need to be identified and addressed before a process can be established.

The following comments or areas of concern were noted:

- Regarding the buildings or structures bullet, the first bullet under the Operation Requirements section, the language was deemed not specific enough. There was concern that a shed of that size could be used for other purposes including living quarters. The question was also posed – what causes a shed item to kick up to a larger review process versus staff approval only?
- Is there any way to know if land being offered up for a community garden is viable? What if there are toxic wastes on the home or industrial site?
- Any limits to be imposed on the garden size? If sizes over an acre are offered, doesn't it then become a farm?
- Please clarify what is defined as hand operated equipment. For example you don't ride a rototiller, they can be pushed by hand or you can ride a tractor with one attached.
- Who is actually getting the special use permit and paying the fees? Is that the property owner exclusively? The documents aren't clear.
- Regarding signage, is there any way to devise an equation based on size of site or size of garden? Maximums are large for a residential area.
- Is any special consideration being given to the noise factor? Hours people can be out working on the garden (i.e. time restrictions?)
- Farmer's markets noted as causing yard sale like concerns in terms of neighborhood traffic, and parking issues. How frequently can they be held?
- What about out of state owners, who will maintain property if someone goes bankrupt or abandons the property? Abatement can take a long time should it become necessary.

The next step will be for the Community Garden Zoning Ordinance Amendment to go before the Development Review Commission at their study session on May 10. Commissioner Miller made a motion to support the draft regulations recognizing that they support the Zoning Code as a whole, Commissioner Scott Kaufman seconded the motion. The motion passed unanimously. NAC members asked to be kept updated on the issue.

Agenda Item 5 – 2011 Neighborhood Workshop and Awards Event Review

Approximately 75 attendees participated in this year's awards event. Many stayed for the workshops, all of which were very well received. Handouts were distributed with workshop survey results from those who completed them. The light rail mobile workshop and the Community Gardens session at the Tempe Urban Garden site were both much appreciated new offerings.

Kudos were provided to Chair Wasko for his day of event assistance including set up and take down activities, to Commissioner McNamara for ensuring both golden shovel residential beautification award winners indeed received golden shovels and for Commissioner Scott Kaufman whose event sponsorship efforts secured $800 worth of gift cards from Mellow Mushroom, Centerpoint on Mill and DMB Associates.

Agenda Item 6 – Selection of Annual Retreat Date and Topics

Saturday, June 11 was chosen as the Commission retreat date that worked for the majority of those present. The Tempe History Museum room was selected as the retreat location. Likely hours will be from 8:30-Noon with breakfast refreshments provided. There will be no regular meeting of the commission in June or July.

Agreed upon Retreat agenda topics will include: Neighbor of the Year application and process revisions, identification and prioritization of commission goals, Standing Committees review and

discussion and Zip Teams. Chair Wasko will work with Neighborhood Service staff to finalize the agenda and note any documents needed for the retreat.

Solid Waste Code revision and graffiti were discussed as possible retreat items but were not chosen. Instead, both will be noted as August Commission meeting agenda items. Inviting City Manager Charlie Meyer to the September meeting to provide a budget overview and update was also suggested. Commission members were reminded of the ability to watch budget hearings live or use video on demand online to watch only those portions of the budget meetings or the City Council meetings of interest to them.

Agenda Item 7 – The Center for the Future of Arizona – 5 Communities Project
Commissioner Scott Kaufman wanted to ensure Commission members were aware of this initiative and the current grant opportunities. The city is considering applying for a grant building on an existing program or process rather than trying to create a new one that there is neither staff nor resources for. Staff will keep commission members updated as there may be opportunities to enhance civic engagement.

Agenda Item 8 – Zip Teams discussion
A color coded handout was distributed grouping each commission member by zip code and providing all contact information for the purpose of identifying zip code teams. There was a master copy circulated for commission members to note information changes on. Staff will update the databases and provide updated hand-outs at the retreat.

Agenda Item 9 – Committee Reports and Committee Membership

A. **Budget/Finance Committee** – No meeting was held.

B. **Outreach Committee** – No meeting was held.

C. **Quality of Life/Neighborhood Enhancement/Codes Committee** – No meeting was held.

Staff reminded commission members of the need to provide some time when requesting a committee meeting to allow for agenda preparation, posting and advance notice for all commission members. It was agreed that no committee meetings will be held until after the retreat when all standing committees will be reviewed.

Agenda Item 10 – Adjournment
Meeting was adjourned at 7:05 p.m.

Prepared by: Elizabeth Thomas, Neighborhood Services Specialist
Reviewed by: Shauna Warner, Neighborhood Services Manager

DRAFT

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5D1**

SUBJECT: Second and final public hearing to adopt an ordinance abandoning existing public right-of-way over a portion of the prior Terrace Road alignment, east of Rural Road and south of University Drive.

DOCUMENT NAME: 20110707pwko02 ABANDONMENT (0901) ORDINANCE NO. 2011.22

COMMENTS: The City reserved roadway and utility easements when it conveyed certain property along Rural and Terrace Roads to ASU pursuant to an Intergovernmental Agreement dated September 16, 2004 (C2004-188). The original conveyance facilitated construction of the light rail project, and was part of an exchange of property by the City and ASU. The property has been re-platted and ASU has asked the City to abandon the public right-of-way. The utility easements within the prior roadway alignment will remain in place per the recorded Quit Claim Deed.

PREPARED BY: Ken Olmsted, Right of Way Management Coordinator (x2367)

REVIEWED BY: Andy Goh, Deputy Public Works Director/City Engineer (x8896)

LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (x8402)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: N/A

RECOMMENDATION: Adopt Ordinance No. 2011.22.

ADDITIONAL COMMENTS: When ownership of the prior Terrace Rd. right-of-way alignment was transferred to ASU, the public right-of-way designation was not removed. The right of way designation must be removed to complete the council approved Terrace Lots Plat.

ORDINANCE NO. 2011.22

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, ABANDONING A PORTION OF THE PRIOR PUBLIC RIGHT-OF-WAY FOR THE ALIGNMENT OF TERRACE ROAD SOUTH OF UNIVERSITY DRIVE.
****

WHEREAS, it has been determined by the City Council that the public right-of-way for the prior Terrace Road alignment east of Rural Road and south of University Drive, quit claimed by the City in that certain Quit-Claim Deed dated September 22, 2004 and recorded at the office of the Maricopa County Recorder, Document 20041187405, as more particularly described herein and shown on Exhibit "A" (containing 5 pages total), is no longer required by the City; and

WHEREAS, it would appear to be in the best interest of the City of Tempe to abandon said right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the City of Tempe does hereby abandon, relinquish and vacate the public right-of-way for the previous alignment of Terrace Road shown on Exhibit "B" hereto. The utility easements previously reserved by the City along the prior Terrace Road alignment shall remain in effect and are not affected by this abandonment.

Section 2. That all rights of the City with regard to the public right-of-way so abandoned shall vest in the record owner(s) of the adjacent property and shall be subject to the same encumbrances, liens, limitations, restrictions, easements, and estates as exist on the land of which the right-of-way is a part.

Section 3. The Mayor is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____day of July, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"
Sheet 1 of 5

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20041187405 10/08/2004 04:31
ELECTRONIC RECORDING

CHICAGO TITLE INSURANCE COMPANY

Recorded at the request of CITY OF TEMPE

When recorded, return to: **RESALE**

CITY OF TEMPE BASKET
Attn: Karen Honeycutt
University Services Bldg
1551 S Rural Rd
Tempe Az 85281

AFFIDAVIT AND FEE EXEMPT PURSUANT TO ARS SECTIONS 11-1134(A)(2) and (A)(3).

QUIT-CLAIM DEED

For the consideration of One Dollar, and other valuable considerations, I or we,

City of Tempe (City)

hereby quit-claim to Arizona Board of Regents/* (ASU) all right, title, or interest in the following real property situated in Maricopa County, Arizona:
* a body corporate,acting on behalf ofArizona State University

SEE EXHIBIT "1-1" and "1-2" ATTACHED HERETO AND
BY REFERENCE INCORPORATED HEREIN

TO HAVE AND TO HOLD the quit-claim deed hereinabove described and granted shall be subject to the following conditions:

1) Reservation of a roadway and utility easement over the area of the existing Terrace Road right-of-way until such time that the re-aligned Terrace Road improvements are constructed and approved by the City.

2) Reservation of a 12' bicycle and pedestrian easement over existing bicycle and pedestrian facilities until such time that ASU relocates and reconstructs existing bicycle and pedestrian facilities per City standards.

3) The above reservations shall automatically expire upon the relocation and reconstruction of said facilities and with the approval of the City of the relocation and reconstruction of said facilities.

Dated this 22nd day of September, 2004

City of Tempe

By:	
Name: Hugh Hallman	
Title: Mayor	

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this (Date) 22nd day of September 2004 by Hugh Hallman.
Grantors

My Commission Expires: Notary Public State of Arizona Maricopa County Cynthia R. Clore Expires February 24, 2008

Notary

LEGAL DESCRIPTION
FOR A PART OF
APN 132-73-044J AND PART OF TERRACE ROAD

A portion of land located in the Northwest Quarter (NW ¼) of Section 23, Township 1 North, Range 4 East of the Gila and Salt River Base Meridian, Maricopa County, Arizona. More particularly described as follows:

Commencing at the intersection of Rural Road and University Drive, said point being the Northwest Corner of Section 23;

Thence, South 00°05'28" East, along the centerline of said Rural Road and the West line of Section 23, a distance of 861.88 feet;

Thence, North 89°54'32" East, a distance of 55.00 feet to a point on the East right-of-way line of Rural Road and the Point of Beginning;

Thence, North 61°33'32" East, a distance of 61.92 feet;

Thence, South 43°19'15" East, a distance of 146.73 feet;

Thence, South 00°05'28" East, a distance of 61.87 feet;

Thence, South 00°09'09" East, a distance of 12.00 feet to a point on the North right-of-way line of Terrace Road;

Thence, North 89°50'51" East, a distance of 46.48 feet to the beginning of tangent curve having a 283.00 foot radius and is concave Southeasterly;

Thence, Northeasterly, along said curve, through a central angle of 4°49'39", a distance of 23.85 feet;

Thence, South 43°19'15" East, a distance of 135.86 feet to a point on the Southwesterly line of said Terrace Road and a point of cusp of a curve whose 217.00 foot radius bears South 32°24'03" West and concave Southwesterly;

Thence, Northwesterly, along said curve, through a central angle of 32°33'12", a distance of 123.29 feet;

Thence, North 89°50'51" West, along said South right-of-way line, a distance of 191.57 feet;

LEGAL DESCRIPTION
A PART OF APN 132-73-044J & TERRACE ROAD
(continued)

Thence, South 44°52'42" West, a distance of 14.15 feet to a point being on the East right-of-way line of Rural Road;

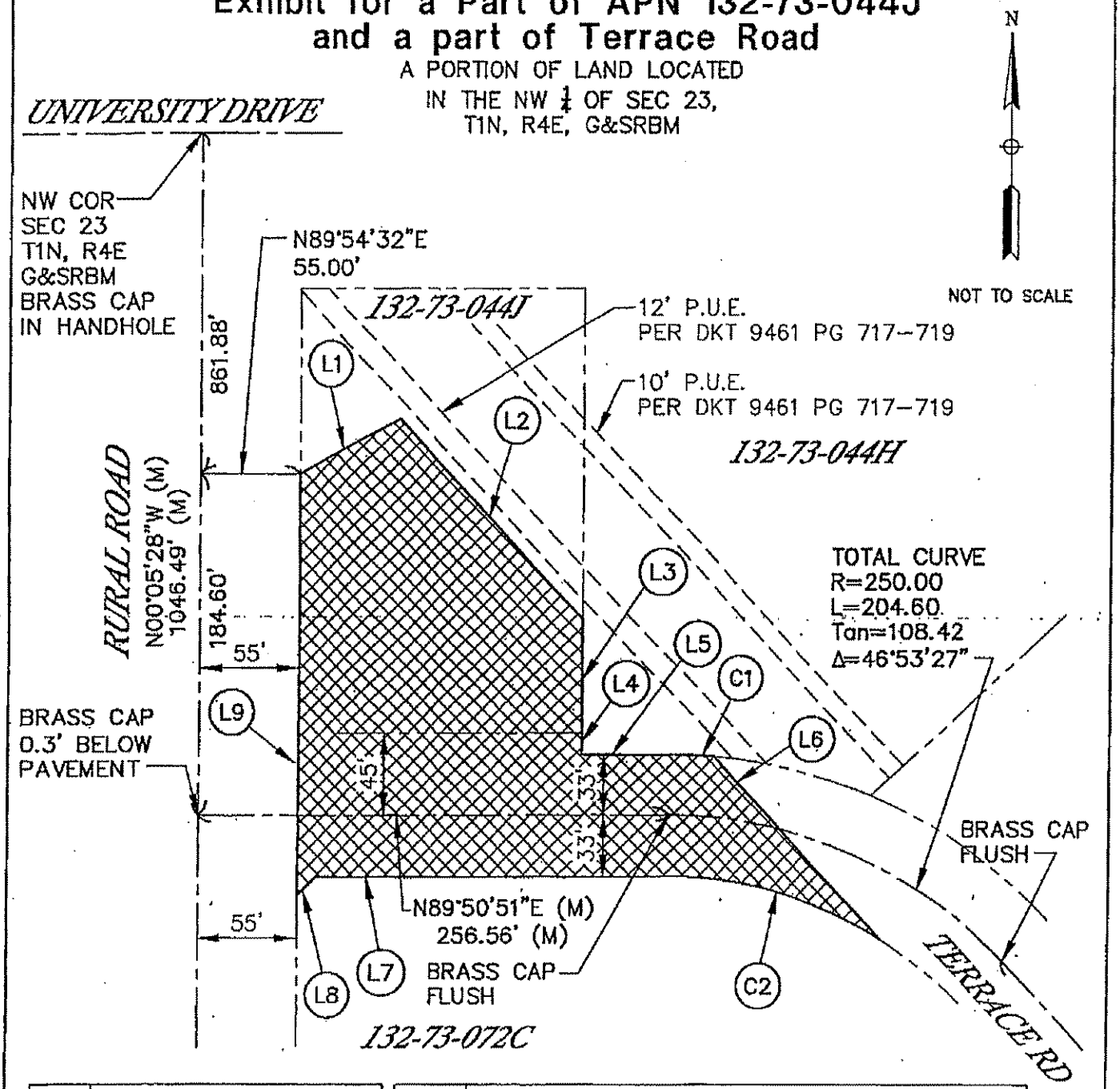
Thence, North 00°05'28" West, a distance of 227.55 feet to the Point of Beginning.

This tract contains 39,494.0 Square Feet or 0.91 Acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13168
RICHARD
ALCOCER
06-16-05
Signed
ARIZONA, U.S.A.

Exhibit for a Part of APN 132-73-044J and a part of Terrace Road

A PORTION OF LAND LOCATED
IN THE NW ¼ OF SEC 23,
T1N, R4E, G&SRBM



#	LINE TABLE	
	DISTANCE	BEARING
L1	61.92'	N61°33'32"E
L2	146.73'	S43°19'15"E
L3	61.87'	S00°05'28"E
L4	12.00'	S00°09'09"E
L5	46.48'	N89°50'51"E
L6	135.86'	S43°19'15"E
L7	191.57'	S89°50'51"W
L8	14.15'	S44°52'42"W
L9	227.55'	N00°05'28"W

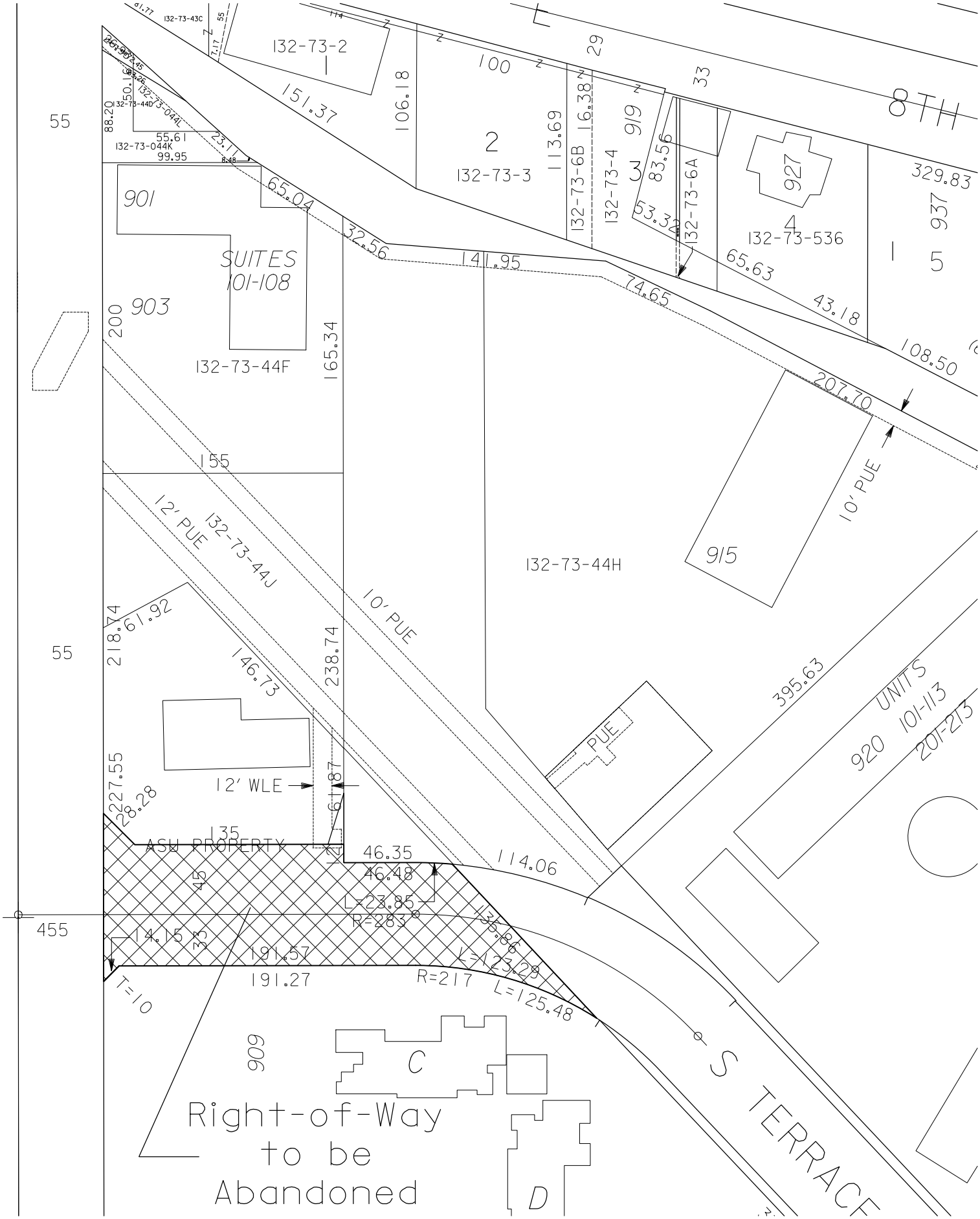
#	CURVE TABLE			
	DELTA	LENGTH	RADIUS	RADIUS BEARING
C1	4°49'39"	23.85'	283.00'	S00°09'09"E
C2	32°33'12"	123.29'	217.00'	S32°24'03"W

LEGEND

(C) CALCULATED
(R) RECORDED
(M) MEASURED

AREA TO BE ACQUIRED
AREA = 39494 SQ.FT. ±

EXHIBIT "B"


132-73-43C
132-73-2
151.37
106.18
100
29
33
8TH
2
132-73-3
113.69
16.38
919
132-73-6B
132-73-4
83.56
53.32
132-73-6A
927
4
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329.83
937
5
132-73-44D
132-73-044L
132-73-044K
55.61
99.95
88.20
23.11
65.04
901
SUITES
101-108
903
200
32.56
141.95
74.65
65.63
43.18
108.50
207.70
132-73-44F
165.34
155
12' PUE
132-73-44J
10' PUE
132-73-44H
915
10' PUE
218.74
61.92
146.73
238.74
395.63
UNITS
920
101-113
201-213
PUE
227.55
28.28
12' WLE
61.87
135
ASU PROPERTY
46.35
46.48
114.06
L=23.85
R=283
455
14.15
191.57
136.86
L=123.28
191.27
R=217
L=125.48
T=10
909
C
Right-of-Way
to be
Abandoned
D
S TERRACE

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5D2

SUBJECT: Second and final public hearing to adopt an ordinance authorizing the granting of a telecommunication easement ("Easement Agreement") to Qwest Communications by the City of Tempe for communications equipment at 1110 W First Street.

DOCUMENT NAME: 20110707 pwko06 UTILITY EASEMENT GRANTED (0904-02) ORDINANCE NO. 2011.09

COMMENTS: Qwest Communications has requested an easement for access to existing telecommunication equipment installed on City property. Facilities were located in an existing public utility easement on the date of installation. The original public utility easement has been abandoned.

PREPARED BY: Ken Olmstead, Right of Way Management Coordinator (x2367)

REVIEWED BY: Andy Goh, Deputy Public Works Director/City Engineer (x8896)

LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (x2187)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: No fiscal impact.

RECOMMENDATION: Adopt Ordinance No. 2011.09 and authorize the Mayor to execute any necessary documents.

ADDITIONAL INFO: The easement will enable Qwest Communications access to existing telecommunications equipment installed on City property. Public utility easement, which was existing at installation, has been abandoned.

ORDINANCE NO. 2011.09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE GRANTING OF A TELECOMMUNICATIONS EASEMENT TO, AND THE EXECUTION OF AN EASEMENT AGREEMENT WITH, QWEST CORPORATION FOR COMMUNICATIONS FACILITIES

WHEREAS, Section 2.11(g), Tempe City Charter, requires an ordinance to convey or authorize the conveyance or lease of any property rights for City owned lands in the City of Tempe; and

WHEREAS, it is in the best interests of the City of Tempe to grant to Qwest Corporation, a Colorado Corporation, an easement for telecommunication purposes on the terms hereafter specified.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe does hereby authorize the granting of an easement to Qwest Corporation, a Colorado corporation, on the City-owned real property known as 1110 West First Street, more particularly described on Exhibit A hereto, which easement shall be subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land of which the easement is a part;

Section 2. That the Mayor of the City of Tempe is hereby authorized to execute an easement, in substantially the form on file with the Clerk, and other such documents deemed necessary and/or desirable, for the vesting of said easement.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ____ day of June, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Recorded at the request of CITY OF TEMPE

When recorded, return to:

CITY OF TEMPE BASKET

AFFIDAVIT AND FEE EXEMPT
PURSUANT TO ARS SECTION
11-1134.A-3.

NW 16 N4
124-27-008

1110 West First Street

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement" is entered into the _____ Day of _____ , 2011, by and between City of Tempe, an Arizona municipal corporation ("Grantor") for and in consideration of $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does here grant and convey unto Qwest Corporation , a Colorado corporation ("Grantee"), whose address is 1801 California Street, Suite 5200, Denver, Colorado 80202, and its successors, assigns, affiliates, lessees, licensees, agents, contractors and employees, a perpetual non-exclusive easement to construct, modify, add-to, maintain and remove such telecommunications facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Maricopa, State of Arizona, in which Grantors have an interest ("Easement Area"), to wit.

An easement which is described in its entirety on Exhibit "A" which is attached hereto and by reference made a part hereof, all of which is situated in the Northwest ¼ of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify, release, hold harmless and defend (with counsel reasonably approved by Grantor) Grantor, and Grantor's successors and assigns, for, from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) caused to Grantor as a result of Grantee's use of the Easement Area and /or the negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pr-existing or not caused by Grantee.

Grantee shall, at its expense, take out and keep in full force and effect comprehensive general liability insurance, in commercially reasonable amounts, naming Grantor, its agents, members, affiliates and property manager as additional insureds. This provision shal survive the termination of this agreement.

Grantor shall not permit any lien to stand against the Easement Area in connection with its activities on the Easement Area or the use of the easements granted herein. Grantee shall indemnify, hold harmless and defend Grantor and Grantor's successors and assigns, for, from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any lien asserted against the Easement Area as a result of its activities on the Easement Area or use of the easement granted herein.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the right herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title only as it relates to its respective ownership interests in the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns.

Any claim, controversy or dispute arising from this agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

GRANTOR

City of Tempe
An Arizona Municipal Corporation

BY: _____
Its: _____

STATE OF ARIZONA)
) ss
County of Maricopa)

The forgoing instrument was acknowledged before me this

(Date)_____by_____.
Grantors

My commission Expires:_____ _____
Notary Public

EXHIBIT A

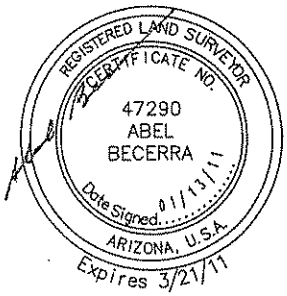
A PORTION OF LOT 15 OF "STATE PLAT NO. 12 AMENDED", RECORDED IN BOOK 69, PAGE 38, RECORDS OF MARICOPA COUNTY, LOCATED IN SECTION 16, TOWNSHIP 1 NORTH RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BECK AVENUE AND 1ST STREET, MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH A BRASS CAP FLUSH ALONG THE CENTERLINE OF SAID BECK AVENUE BEARS SOUTH 89 DEGREES 41 MINUTES 38 SECONDS WEST, A DISTANCE OF 779.00 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 128.21 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 09 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHWEST CORNER OF "RIVERSIDE OFFICE PLAZA PHASE II CONDOMINIUMS" AS RECORDED IN BOOK 954, PAGE 22, RECORDS OF MARICOPA COUNTY;

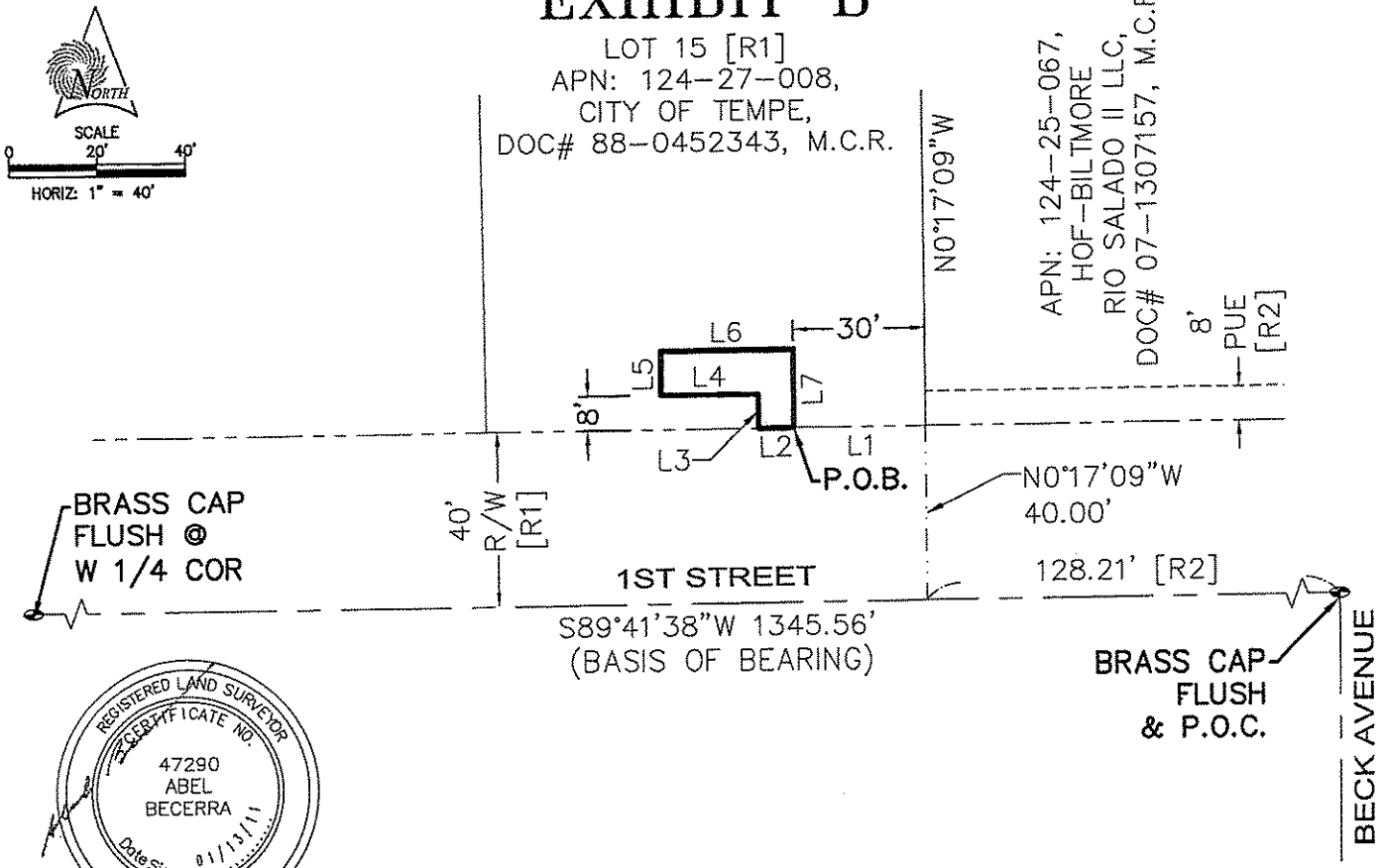
THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 30.00 FEET TO THE ***POINT OF BEGINNING***;



SECTION: 16	DRAWN BY: SH	SUNRISE ENGINEERING
TOWNSHIP & RANGE: 1N, 4E	CHECKED BY: AB	2152 SOUTH VINEYARD, SUITE 123
QWEST JOB NO.: 0213L37	SHEET: 01 OF 04	MESA, ARIZONA 85210
		TEL 480.768.8600 · FAX 480.768.8609
		www.sunrise-eng.com

U:\QWEST\03505-Qwest(2009)\1001-1199\1004 0213L37 1st St. & Beck\Design3D\Easement\1004-0213L37-Easement Exhibit.dwg Jan 14, 2011 9:02am abecerra

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47290
ABEL
BECERRA
Date Signed 01/13/11
ARIZONA, U.S.A.
Expires 3/21/11

SECTION: 16
TOWNSHIP & RANGE: 1N, 4E
QWEST JOB NO.: 0213L37

DRAWN BY: SH
CHECKED BY: AB
SHEET: 03 OF 04

SUNRISE ENGINEERING

2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 · FAX 480.768.8609
www.sunrise-eng.com

U:\QWEST\03505-Qwest(2009)\1001-1199\1004 0213L37 1st St. & Beck\Design30\Easement\1004-0213L37-Easement Exhibit.dwg Jan 14, 2011 9:02am abecerra

Staff Summary Report

City Council Meeting Date: 7/7/11 **Agenda Item Number: 5D3**

SUBJECT: Second and final public hearing to adopt an ordinance for a Code Text Amendment for the TEMPORARY SIGN PROGRAM.

DOCUMENT NAME: 20110707cdrl02 ZONING & DEVELOPMENT CODE (0414) ORDINANCE NO. 2011.21

COMMENTS: Request for TEMPORARY SIGN PROGRAM (PL100056) (Community Development Dept., applicant) consisting of Zoning and Development Code amendments for an extension of temporary sign allowances and temporary banners to advertise vacant commercial space. The request includes the following:

ZOA11002 (ORDINANCE NO. 2011.21) – Code Text Amendment for Sections 4-903(M), Lead-In Sign; 4-903(P), For Sale, Lease or Rent Sign; 4-903(R), Special Event Sign; and Section 4-906, Leasing Banner Sign.

PREPARED BY: Ryan Levesque, Senior Planner (480-858-2393)

REVIEWED BY: Lisa Collins, Community Development Deputy Director (480-350-8989)

LEGAL REVIEW BY: Teresa Voss, Assistant City Attorney (480-350-8814)

DEPARTMENT REVIEW BY: Chris Anaradian, Community Development Director (480-858-2204)

FISCAL NOTE: There is no fiscal impact on City funds.

RECOMMENDATION: Staff – Approval
Development Review Commission – Approval

ADDITIONAL INFO: This is a request for an additional one year extension to the previously adopted temporary sign changes within the Zoning and Development Code. These changes offer temporary assistance, allowing larger signs and leasing banners, to businesses and property owners during the difficult economic cycle.

PAGES:

1. List of Attachments
2. Comments
3. History & Facts / Zoning & Development Code Reference

ATTACHMENTS: 1-6. Ordinance No. 2011.21

COMMENTS:

This is a request for an additional one year extension to the previously adopted temporary sign changes within the Zoning and Development Code. These changes offer temporary assistance, allowing larger signs and leasing banners, to businesses and property owners during the difficult economic cycle.

On July 2, 2009, sign regulations were modified by City Council for a limited time period, providing greater square footage for lead-in signs, sale/rent/lease signs and additional days per year to display significant event signs. These provisions were put in place to provide assistance to businesses during the difficult economic time. The provisions were originally effective August 1, 2009 until May 6, 2010. A twelve (12) month extension was approved last year until June 30, 2011. Staff recommends continuing the program to assist Tempe businesses and property owners. This proposal would be a temporary amendment extension until June 30, 2012.

The changes include the following items:

Lead-in Signs

The sign program extension would grant additional size for lead-in signs from three (3) square feet to now six (6) square feet in sign area. Staff cannot determine the amount of larger signs utilized, no sign permit is required.

Sale, Lease or Rent Signs

The sign program extension would grant additional size for sale/rent signs from six (6) square feet to now sixteen (16) square feet in sign area. Staff cannot determine the amount of larger signs utilized, no sign permit is required.

Significant Event for Special Event Signs

The sign program extension would grant an additional time period to permit significant event signs from fourteen (14) days in a calendar year to now twenty-one (21) days within each six month period of a calendar year (42 potential days).

Activity of Special Event Sign permits:

Fiscal year '08-'09:	163 permits issued (14-day sign program)	
Fiscal year '09-'10:	223 permits issued	91% of permits with more than 14 days
Fiscal year '10-current:	169 permits issued (as of May 25th, projected 185)	85% of permits with more than 14 days

Banners to Lease Vacant Space

The sign program extension would grant commercial property owners the use of leasing banners for the purpose of advertising vacant tenant spaces, whereas would otherwise be prohibited. Because of the high percentage of tenant vacancies, a time-limited program is proposed to provide temporary relief to Tempe commercial centers. The program standardizes location, size, content and color of the banners. This is proposed to be a temporary amendment until June 30, 2012.

At this time, the City has issued fifteen (15) permits for leasing banner signs since the program began in June of 2010.
As of the second quarter of 2011, Tempe's retail vacancy rates are at 9% compared to the Phoenix Metropolitan areas which are at a 12% retail vacancy rate. When the leasing banner program began vacancy rates were at approximately 11% as opposed to previous years in 2005 where retail vacancy rates were about 4%. (Information source: CoStar Group database)

HISTORY & FACTS:

July 2, 2009	City Council approved Ordinance 2009.27, allowing a temporary relief in sign regulations for lead-in signs, sale/rent/lease signs, and significant event signs, effective until May 6, 2010.
April 22, 2010	City Council approved Ordinance 2010.05, allowing an extension of temporary sign allowances for lead-in signs, sale/rent/lease signs, and significant event signs and allowed temporary banners to lease vacant space, effective until June 30, 2011.
June 14, 2011	Development Review Commission public hearing for this request for a Code Text Amendment for the TEMPORARY SIGN PROGRAM (PL100056 / Ordinance No. 2011.21).
June 16, 2011	City Council introduction and first public hearing for this request.
July 7, 2011	City Council second and final public hearing for this request.

ZONING AND DEVELOPMENT CODE REFERENCE:

Section 6-304, Zoning Map Amendments and Code Text Amendments

ORDINANCE NO. 2011.21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE ZONING AND DEVELOPMENT CODE, CHAPTER 9 – SIGNS, SECTIONS 4-903(M), 4-903(P), 4-903(R), AND 4-906.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That Section 4-903(M) of the Zoning and Development Code, pertaining to Lead-in Signs, is hereby amended to read as follows:

[TEXT OF SUBSECTION (M) EFFECTIVE UNTIL JUNE 30, ~~2011~~ 2012]

M. Lead-In Sign. *Lead-in sign* requirements are as follows:

1. Maximum height shall be three (3) feet and maximum area shall be six (6) square feet; no illumination is allowed;

2. A maximum of four (4) *signs* shall be displayed for each home for sale or rent;

3. Apartment communities, complexes, *developments* or *subdivisions* shall not display more than four (4) such *signs*;

4. Shall only be displayed when a sales/lease person is on duty at the property. *signs* shall not be left out overnight;

5. *Signs* shall not be placed so as to create a traffic hazard as determined by the Development Services Manager, or designee. Such *signs* shall not be placed in a traffic median, public sidewalk, bicycle path, on city property, or in city right-of-way between the sidewalk and the curb; and

6. No *sign* permit is required.

[TEXT OF SUBSECTION (M) EFFECTIVE JULY 1, ~~2011~~ 2012]

M. Lead-In Sign. *Lead-in sign* requirements are as follows:

1. Maximum height shall be three (3) feet and maximum area shall be three (3) square feet; no illumination is allowed;

2. A maximum of four (4) *signs* shall be displayed for each home for sale or rent;

3. Apartment communities, complexes, *developments* or *subdivisions* shall not display more than four (4) such *signs*;

4. Shall only be displayed when a sales/lease person is on duty at the property. *signs* shall not be left out overnight;

5. *Signs* shall not be placed so as to create a traffic hazard as determined by the Development Services Manager, or designee. Such *signs* shall not be placed in a traffic median, public sidewalk, bicycle path, on city property, or in city right-of-way between the sidewalk and the curb; and

6. No *sign* permit is required.

Section 2. That Section 4-903(P) of the Zoning and Development Code, pertaining to Sale, Lease or Rent Signs, is hereby amended to read as follows:

[TEXT OF SUBSECTION (P) EFFECTIVE UNTIL JUNE 30, ~~2011~~ 2012]

P. Sale, Lease or Rent Sign. *Sale, lease or rent sign* requirements are as follows:

1. Shall be a maximum sixteen (16) square feet in area and eight (8) feet in height;

2. Shall only be displayed on the property for which they pertain. Only one (1) *sign* shall be displayed per *street* frontage. *Sign* shall not be counted in the total aggregate *sign* area for the business in determining the allowable *sign* area for the business;

3. Shall not be illuminated; and

4. No *sign* permit is required.

[TEXT OF SUBSECTION (P) EFFECTIVE JULY 1, ~~2011~~ 2012]

P. Sale, Lease or Rent Sign. *Sale, lease or rent sign* requirements are as follows:

1. Shall be a maximum six (6) square feet in area and eight (8) feet in height;

2. Shall only be displayed on the property for which they pertain. Only one (1) *sign* shall be displayed per *street* frontage. *Sign* shall not be counted in the total aggregate *sign* area for the business in determining the allowable *sign* area for the business;

3. Shall not be illuminated; and

4. No *sign* permit is required.

Section 3. That Section 4-903(R) of the Zoning and Development Code, pertaining to Significant Event Signs, is hereby amended to read as follows:

[TEXT OF SUBSECTION (R) EFFECTIVE UNTIL JUNE 30, ~~2011~~ 2012]

R. Special Event Sign. *Special event sign* requirements are as follows:

1. *Grand Opening Sign*.

   a. All businesses shall be permitted to display *grand opening signs*, on a one-time basis, for a maximum of thirty (30) consecutive days. Grand openings may be extended by written approval of the Development Services Manager, or designee, in the event that a business is currently processing for a permanent *sign* approval, but in no event shall the permit exceed sixty (60) days in duration;

   b. Grand opening permits may include banners, pennants, wind-driven spinners, streamers, balloons, flags and inflatable *signs*; and

   c. A *sign* permit is required and must be displayed visible to the public during the allowed time of the permit.

2. *Significant Event Sign*.

   a. Limited to no more than twenty-one (21) cumulative days within each six (6) month period in a calendar year;

   b. May include banners, pennants, wind-driven spinners, streamers, balloons, flags and inflatable *signs*; and

   c. A *sign* permit is required and must be displayed visible to the public during the allowed time of the permit.

3. *Going Out of Business Sign*.

   a. All businesses shall be permitted to display *going out of business signs* on a one (1) time basis for a maximum of thirty (30) consecutive days;

   b. The business shall cease and be discontinued at that specific location upon the disposal of the stock of goods on hand or after thirty (30) days, whichever comes first after the *going out of business signage* is first displayed;

   c. May include banners, pennants, wind-driven spinners, streamers, balloons, flags, and inflatable *signs*; and

   d. A *sign* permit is required and must be displayed visible to the public during the allowed time of the permit.

4. *Permitted Special Event Sign*.

   a. Limited to *banner signs*;

   b. Business(es) that displays such banners must receive a Special Events Permit or be associated with the special event producer or permittee;

   c. Banners may not be displayed until the day(s) of the special event;

d. Banners must be removed the evening that the special event concludes;

e. Banners must include copy or graphics specific to the special event; and

f. No sign permit is required.

[TEXT OF SUBSECTION (R) EFFECTIVE JULY 1, ~~2011~~ 2012]

R. Special Event Sign. *Special event sign* requirements are as follows:

1. *Grand Opening Sign*.

a. All businesses shall be permitted to display *grand opening signs*, on a one-time basis, for a maximum of thirty (30) consecutive days. Grand openings may be extended by written approval of the Development Services Manager, or designee, in the event that a business is currently processing for a permanent *sign* approval, but in no event shall the permit exceed sixty (60) days in duration;

b. Grand opening permits may include banners, pennants, wind-driven spinners, streamers, balloons, flags and inflatable *signs*; and

c. A *sign* permit is required and must be displayed visible to the public during the allowed time of the permit.

2. *Significant Event Sign*.

a. Limited to no more than fourteen (14) cumulative days in a calendar year;

b. May include banners, pennants, wind-driven spinners, streamers, balloons, flags and inflatable *signs*; and

c. A *sign* permit is required and must be displayed visible to the public during the allowed time of the permit.

3. *Going Out of Business Sign*.

a. All businesses shall be permitted to display *going out of business signs* on a one (1) time basis for a maximum of thirty (30) consecutive days;

b. The business shall cease and be discontinued at that specific location upon the disposal of the stock of goods on hand or after thirty (30) days, whichever comes first after the *going out of business signage* is first displayed;

c. May include banners, pennants, wind-driven spinners, streamers, balloons, flags, and inflatable *signs*; and

d. A *sign* permit is required and must be displayed visible to the public during the allowed time of the permit.

4. *Permitted Special Event Sign*.

a. Limited to *banner signs*;

b. Business(es) that displays such banners must receive a Special Events Permit or be associated with the special event producer or permittee;

c. Banners may not be displayed until the day(s) of the special event;

d. Banners must be removed the evening that the special event concludes;

e. Banners must include copy or graphics specific to the special event; and

f. No sign permit is required.

Section 4. That Section 4-906 of the Zoning and Development Code, pertaining to leasing banners, is hereby amended to read as follows:

Section 4-906 Leasing Banner Sign.

A. Purpose. The purpose of a leasing *banner sign* is to allow a property owner or manager a temporary sign display identifying the availability of leasable tenant space at a vacant location.

B. Applicability. Leasing *banner signs* are permitted for all Commercial and Industrial uses. Such sign shall only be located on the building face of the space for lease.

C. Size & Design. Up to one (1) *banner sign* is permitted per tenant space. Tenant spaces less than or equal to 3,000 square feet in area are allowed a leasing banner sign a maximum of thirty-two (32) square feet. Tenant space greater than 3,000 square feet in area are permitted to have a leasing banner sign a maximum of sixty-four (64) square feet in size. Information is limited to advertising the availability of the space and a contact number. A maximum of two (2) colors, including sign text and background is allowed.

D. Permit. A leasing banner sign permit is required.

Section 5. ***Leasing Banner Sign; Termination Date, June 30, ~~2011~~ 2012:*** That Ordinance No. ~~2010.05~~ 2011.21, pertaining to Section 4-906, Leasing Banner Sign, is only in effect until June 30, ~~2011~~ 2012, unless otherwise amended by City Council action.

Section 6. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5D4

SUBJECT: Second and final public hearing to adopt an ordinance authorizing the granting of a utility easement (”Easement Agreement”) to Arizona Public Service Company by the City of Tempe for electrical lines and appurtenances at 601 South Farmer Avenue.

DOCUMENT NAME: 20110707pwko07 UTILITY EASEMENT GRANTED (0904-02) ORDINANCE NO. 2011.24.

COMMENTS: Arizona Public Service Company has requested an easement for installation of electrical lines and equipment necessary to provide service to Phase 1 of the Farmer Arts development.

PREPARED BY: Ken Olmstead, Right of Way Management Coordinator (x2367)

REVIEWED BY: Andy Goh, Deputy Public Works Director/City Engineer (x8896)

LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (x2187)

DEPARTMENT REVIEW BY: Don Bessler, Public Works Director (x8205)

FISCAL NOTE: No fiscal impact

RECOMMENDATION: Adopt Ordinance No. 2011.24 and authorize the Mayor to execute any necessary documents.

ADDITIONAL INFO: This easement will allow APS to install and maintain new electrical lines and appurtenant facilities for service to Phase 1 of the Farmer Art development. The 8’ wide easement is split over the City parcel (5’) and the Farmer Arts parcel (3’).

ORDINANCE NO. 2011.24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY, AND THE EXECUTION OF AN EASEMENT AGREEMENT MEMORIALIZING SUCH EASEMENT

WHEREAS, Section 2.11(g), Tempe City Charter, requires an ordinance to convey or authorize the conveyance or lease of any property rights for City owned lands in the City of Tempe; and

WHEREAS, it is in the best interests of the City of Tempe to grant to Arizona Public Service Company, an Arizona corporation, an easement for electrical lines and appurtenant facilities for the consideration specified;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe does hereby authorize the granting of an easement to Arizona Public Service Company on the property described in, and in the form attached hereto as, Exhibit "A", subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part.

Section 2. The Mayor is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance, including without limitation the Easement.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of July, 2011.

_____

MAYOR

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

SE-16-T1N-R4E
WA45941
124-33-362
RLS

CITY OF TEMPE-APS
UTILITY EASEMENT

THE CITY OF TEMPE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain a clear area that extends 3 feet from and around all edges of the transformer pad and other equipment pad, and a clear operational area that extends 10 feet immediately in front of the transformer and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstructions within said areas.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a

portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of Tempe, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of_____, 20__.

APPROVED AS TO FORM:

_____
City Attorney

CITY OF TEMPE, a municipal corporation

By: _____

It's: _____

_____
(Signature)

ATTEST:

_____
City Clerk

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ___ day of _____, 20__ by _____ of _____, on behalf of _____.

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

My Commission Expires:

_____

_____
Notary Public

EXHIBIT "A"

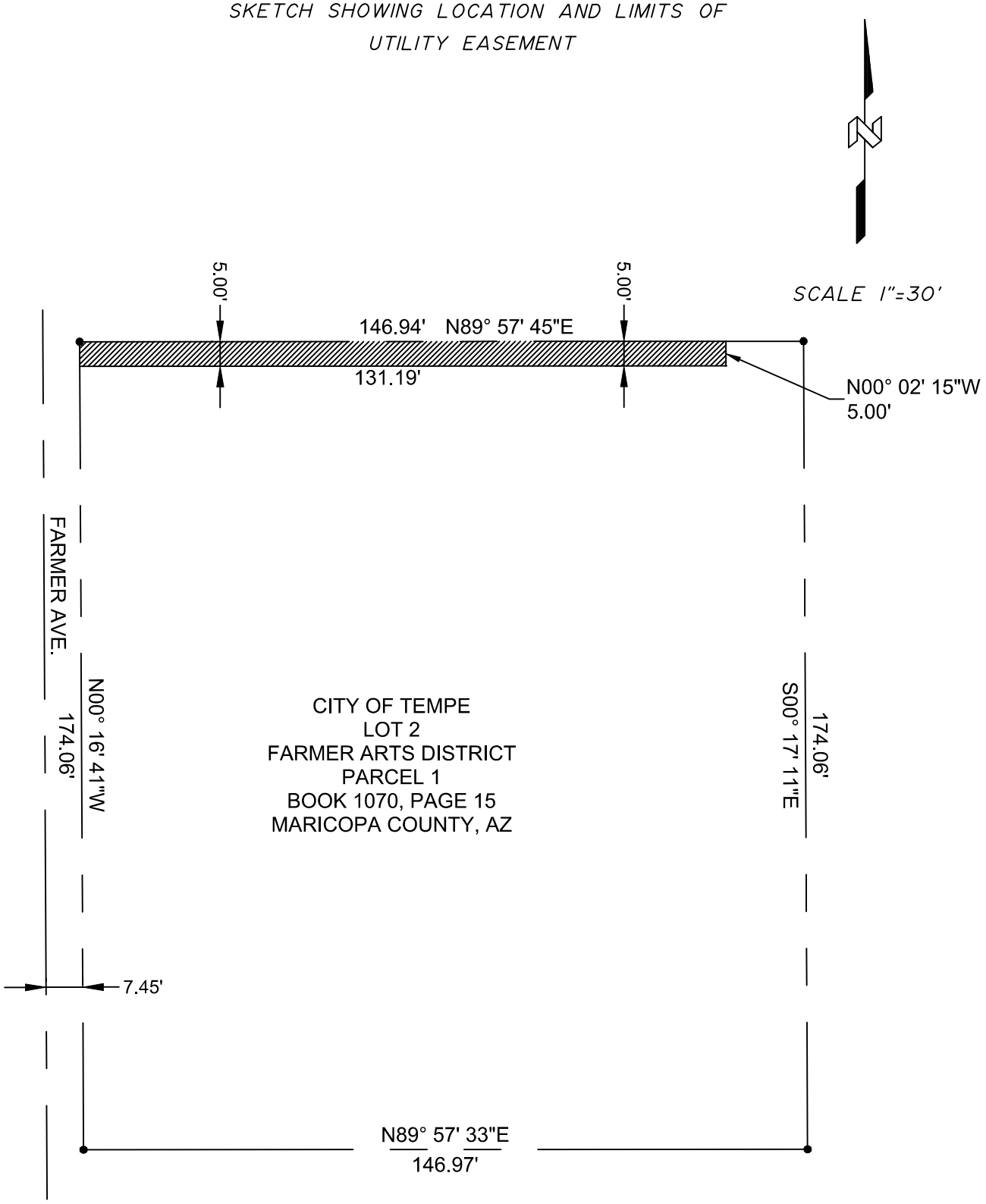
Lot 2, FARMER ARTS DISTRICT – PARCEL 1, as recorded in Book 1070, Page 15, Maricopa County Recorder's Office, Maricopa County, Arizona.

EXHIBIT "B"

The Northerly 5.00 feet of the Westerly 131.19 feet of Lot 2, FARMER ARTS DISTRICT – PARCEL 1, as recorded in Book 1070, Page 15, Maricopa County Recorder's Office, Maricopa County, Arizona.

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT



LEGEND

- EASEMENT AREA
- ROAD CENTERLINE
- PROPERTY LINE
- PROPERTY CORNER

JOB# WA45941	DATE 5/20/2011
SE 1/4 SEC 16	T IN R 4E
SCALE 1"=30'	MAP#
R/W RAY SMITH	
SURVEY: SMITH - TIMAR	
DRAWN BY: SMITH	

Staff Summary Report

City Council Date: 7/7/2011 **Agenda Item Number: 5D5**

SUBJECT: Second and final public hearing to adopt an ordinance for a Zoning Map Amendment and Planned Area Development Overlay and to adopt a resolution for a General Plan Amendment for HAMPTON INN & SUITES located at 1429 North Scottsdale Road.

DOCUMENT NAME: 20110707cdkko01 PLANNED DEVELOPMENT (0406) Ordinance No. 2011.17 Resolution No. 2011.25

COMMENTS: Request for HAMPTON INN & SUITES (PL100400) (William Spresser, VRE Holding II LLC and VRE Holding III LLC, property owner; Darin A. Sender, Sender Associates, Chtd., applicant) consisting of a four story 117 guest room hotel of +/-75,960 sf. area on +/-2.25 acres to the south of an existing two story 116 guest room and two work-force housing unit hotel of +/-63,262 sf. on +/-2.76 acres. The entire site of +/-5.01 acres is located at 1429 North Scottsdale Road in the R-4, Multi-Family Residential General and CSS, Commercial Shopping and Service Districts. The request includes the following:
GEP11001 – (Resolution No. 2011.25) General Plan Land Use Map Amendment from Residential to Mixed-Use.
ZON11002 – (Ordinance No. 2011.17) Zoning Map Amendment from CSS, Commercial Shopping and Service District and R-4, Multi-Family Residential General District to MU-3, Mixed-Use, Medium-High Density District.
PAD11002 – (Ordinance No. 2011.17) Planned Area Development Overlay to modify development standard for building height from 50 feet to 55 feet and establish development standards for building lot coverage, minimum landscape area and front, side and rear yard building setbacks.

PREPARED BY: Kevin O'Melia, Senior Planner (480-350-8432)

REVIEWED BY: Lisa Collins, Community Development Deputy Director (480-350-8989)

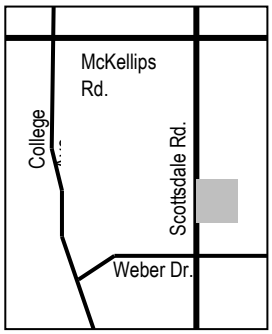
LEGAL REVIEW BY: Teresa Voss, Assistant City Attorney (480-350-8814)

DEPARTMENT REVIEW BY: Chris Anaradian, Community Development Manager (480-858-2204)

FISCAL NOTE: There is no fiscal impact on City Funds.

RECOMMENDATION: Staff – Approval, subject to conditions
Development Review Commission -- Approval

ADDITIONAL INFO:



Gross/Net site area	+/-5.01 acres
Total Building area	63,262 sf. (exist'g. bldgs.) & 75,960 sf. (proposed 4 story bldg.)
Lot Coverage	22 % maximum (PAD Standard)
Building Height	55 feet parapet, 59 feet "signature element" (PAD Standard)
Building Setbacks	0 feet front, 34 feet exterior side yard, 9 feet interior side yard (between Lot 1 and Lot 2), 90 feet rear (PAD Standard)
Landscape Coverage	22 % minimum (PAD Standard)
Vehicle Parking	256 spaces (256 minimum required)
Bicycle Parking	19 spaces (19 minimum required)

See Summary on page 2. A neighborhood meeting was held on May 26, 2011.

PAGES:

1. List of Attachments
2-**9**. Summary / Comments / Reasons for Approval
10. Conditions of Approval
11-12. History & Facts
12. Zoning & Development Code Reference / City Code Reference

ATTACHMENTS:

1. Resolution No. 2011.25
2-3. Ordinance No. 2011.17
4-6. Waiver of Rights and Remedies Form
7. Location Map
8. Aerial Photo
9-31. Letter of Explanation
32. Aerial Maps
33. Zoning Map
34. Zoning and Uses Map
35. General Plan 2030 – Projected Land Use
36. General Plan 2030 – Projected Residential Density
37-38. Site Plan and Project Data
39-41 Floor Plans
42. Building Elevations
43. Building Cross Section
44-45. Landscape Plan and Plant List
46-49. Key Map and Site Photographs
50. Presentation (Color) Building Elevations
51-53. Neighborhood Meeting Summary Report

SUMMARY:
Hampton Inn seeks to create two lots on their property of 5.01 acres. On the southern lot (Lot 1) an existing cluster of guest room buildings will be demolished. In their place on Lot 1, a four story hotel is proposed. On the northern lot (Lot 2) the central and northern portion of the existing hotel will remain.

The entitlements requested include the following.

- A General Plan Land Use Map Amendment from residential to mixed-use (4.77 acres—an additional 0.24 acres of the site is already mixed-use).
- A Zoning Map Amendment from commercial (0.24 acres) and multi-family residential (4.77 acres) to mixed-use (5.01 acres).
- A Planned Area Development Overlay for 5.01 acres including development standards for building height, setbacks and lot coverage and landscape lot coverage.

The entitlements are required for the following reasons:

- The Zoning Map Amendment to a mixed-use district is required to allow the proposed hotel to exist on the property. The residential district under the current zoning ordinance (the Zoning and Development Code) does not allow a new hotel. The existing hotel is a legal non-conforming use.
- The Planned Area Development is required to create development standards for a mixed-use district.
- The General Plan Land Use Map Amendment is required to convert a residential land use into a mixed-use land use to accommodate the zoning map amendment. The General Plan Projected Density Map will not be amended.

A Final Subdivision Plat is being undertaken as a separate, concurrent process.

COMMENTS:
The Hampton Inn is located on the east of Scottsdale Road. Weber Drive is south and farther south is Curry Road. All within an approximate one-half mile radius are the following: the 202 Freeway to the south, McKellips Road and the City of Scottsdale to the north, the Indian Bend Wash to the east and College Avenue, Papago Park and Evelyn Hallman Park to the west.

Existing commercial uses border Scottsdale Road on both sides between Curry and McKellips with the residential exception of The Palms of Scottsdale apartments immediately north of the subject site. There are two other motels along Scottsdale Road between Curry and McKellips--Quality Suites on the east and Motel 6 on the west —both located on land zoned for multi-family residential.

The commercial uses shield the adjacent residential districts of North Tempe from Scottsdale Road. The commercial uses on the west of Scottsdale Road include Pure Fitness Plaza (a commercial center between Weber and Curry), Union Plaza (a one-story retail center immediately across the street from the Hampton Inn), the Motel 6, and Starbucks at the southwest corner of McKellips and Scottsdale. The commercial uses on the east of Scottsdale include the 7-Eleven on the northeast corner of Scottsdale and Weber, the existing Hampton Inn (the subject site), Quik Trip (to the north of the Palms of Scottsdale apartments), and the Pollack Food City Plaza at the southeast corner of McKellips and Scottsdale.

The residential land uses on both sides of Scottsdale Road include single family neighborhoods behind the commercial buffer west of the street and multi-family neighborhoods behind the commercial buffer east of the street. The three-story apartment buildings of the Palms of Scottsdale are located immediately east and north of the subject site and are the only residential use between Weber and McKellips with a Scottsdale Road frontage. Single-story, single family and duplex properties in a multi-family residential district are located immediately to the south of the subject site. The closest of these dwellings are separated from the south perimeter of the subject site with a 16'-0" wide public alley.

The existing Hampton Inn is designated by the Zoning Map within the R-4, Multi-Family Residential General District. An adjacent parcel on Scottsdale Road at the southwest corner of the subject property was recently purchased for the Hampton Inn and is in the CSS, Commercial Shopping and Service District.

The Hampton Inn including the recently purchased commercial property, along with The Palms of Scottsdale apartments, 7-Eleven, Quik Trip and Quality Suites properties—all east of Scottsdale Road between Weber to the south and Lilac to the north—are designated on the General Plan 2030 Projected Residential Density Map as medium to high density (up to 25 dwelling units per acre). The adjacent residential properties south of the site beyond the alley and north of Weber are designated Medium Density (up to 15 dwelling units per acre). The residential properties south of Weber and east of Scottsdale are designated Low to Moderate

density (up to 9 dwelling units per acre).

The existing Hampton Inn is designated by the General Plan 2030 within the Residential Land Use Map. The recently purchased property is designated by GP 2030 within the Mixed-Use Land Use Map. Within this area of the City, most of the east and west frontages along Scottsdale Road between Curry and McKellips are designated by the General Plan as Mixed-Use Land Use. The only exceptions are the commercial center between Curry and Weber on the west of Scottsdale Road (Commercial Land Use), the existing Hampton Inn and the Palms of Scottsdale apartments immediately north of the Inn (both are Residential Land Use).

The two- and three-story guest room buildings of the existing Hampton Inn on the 4.77 acre portion of the site were constructed in 1976 and originally comprised the Corte Fiesta, a 162 unit apartment complex. An apartment to motel conversion took place in 1979 following the approval of a Use Permit by the Board of Adjustment. In 1996 a Use Permit was granted to expand and renovate the existing motel for the Hampton Inn. Part of the subsequent renovation included the addition of the two-story lobby and conference building in the center of the site between the north and south clusters of guest room (former apartment unit) buildings. The office on the recently purchased 0.24 acre portion of the site was constructed in 1984. This site has hosted a variety of car dealerships and is currently a Hampton Inn business office.

Existing entitlements that remain in effect for the subject site include for the 4.77 acre portion: a Use Permit to operate a 162 unit hotel in a Residential District and several sign variances, including one for a corporate flag. Some of the sign variances and an additional variance for a 10'-0" high perimeter wall are inactive due to current allowances of the Zoning and Development Code. For the 0.24 acre portion of the site: a Variance remains in effect to allow a 2'-0" high parking screen wall.

For the entire 5.01 acre site, the Development Review Commission has approved the Development Plan Review for the Hampton Inn including the removal of the southern portion of the existing hotel, the retention of the remainder of the existing hotel on Lot 2 and the addition of a proposed hotel on Lot 1. The remaining hotel on Lot 2 includes a lobby, offices, conference rooms, 116 guest rooms and two work force housing units contained in a 63,262 sf. cluster of two- and three-story buildings. The proposed hotel on Lot 1 is a single, four-story building of conference rooms and 117 guest rooms contained in 75,960 sf. The site parking, grading/drainage and landscape are proposed for replacement on Lot 1 as well as on Lot 2 to the east of the buildings. A Preliminary Subdivision Plat has also been approved by the Development Review Commission.

The Development Review Commission on June 14, 2011 recommended approval to the City Council for the following entitlements:

1. General Plan Projected Land Use Map Amendment from Residential to Mixed-Use for the 4.77 acre portion of the site. The 0.24 acre portion of the site remains Mixed-Use Land Use.
2. Zoning Map Amendment from Commercial Shopping and Service (for the 0.24 acre portion) and Multi-Family Residential General (for the 4.77 acre portion) to Mixed-Use Medium High Density District (on the combined 5.01 acre site).
3. Planned Area Development Overlay to modify the building height from 50 to 55 feet and establish development standards for building lot coverage, front, side and rear building setbacks and landscape lot coverage.

The applicant is requesting the City Council take action on the General Plan Land Use Map Amendment, Zoning Map Amendment and Planned Area Development Overlay. The Final Subdivision Plat will also be heard by City Council.

PUBLIC INPUT

- Surrounding governmental agencies and utilities have been notified by the City of the proposed General Plan Amendment and have been asked to respond within sixty (60) days. As of the May 24, 2011 deadline for response, the Maricopa Association of Governments, Salt River Project, Arizona Public Service, and the Kyrene School District have indicated "no comment" to the General Plan Amendment and the Apache Boulevard Redevelopment Committee made a positive affirmation of the proposal.
- The site has been posted and surrounding property owners within 300 feet and neighborhood associations and homeowner's associations within 600 feet have been notified of the time and place of the required neighborhood meeting.
- A Neighborhood meeting was held on May 26, 2011 from 6:00 p.m. to 7:30 p.m. at the Hampton Inn and Suites ballroom. Nine members of the public (all from North Tempe) attended the meeting in addition to the applicant, the property owner, the architect and landscape architect, and City Planning staff. Meeting format was open with informal presentation. Citizens were encouraged to review the design plans, elevations and perspectives on display and were engaged in conversation by the applicant, owners and design professionals. One couple present indicated they own and reside at property in the multi-family district immediately south of Lot 1 of the site and expressed their concern with the height of the proposed hotel and its impact upon their property. Other citizens at the meeting commented very favorably on the project and considered the proposal to be a general improvement for North Tempe. See attachments 51-53 for the applicant's Neighborhood Meeting Summary Report.

- Surrounding property owners within 300 feet and neighborhood associations and homeowner's associations within 600 feet have separately been notified of the schedule of public hearings via City mailing. The public hearing agenda has been advertised. As of publication of this staff report, there ha**ve** been **two direct** contact**s** by the public to the City **staff** concerning this case. The **first staff** contact **with a citizen was favorable to the proposal but** made note of code compliance issues on three nearby properties and how this may negatively impact the Hampton Inn proposal. Staff will follow up on these issues with the Code Compliance Section of Community Development. **The second staff contact with a citizen (who first indicated concern for the height of the proposed hotel at the May 24, 2011 neighborhood meeting) consisted of a phone conversation on June 8, 2011 followed by a home meeting on June 10. Communication between staff and this citizen on both occasions focused on the proposed height, setbacks and southern landscape buffer for the hotel, the hypothetical height, setbacks and southern landscape buffer for a multi-family residential development in the existing R-4 Multi-Family Residential General District, and the allowed development criteria for the properties in the R-2, Multi-Family District (including the citizen's property) immediately south of the Hampton Inn. This citizen was advised of the upcoming presentation of the Hampton Inn to the North Tempe Neighborhood Association.**
- **The Hampton Inn Development Team presented the proposal to a meeting of the North Tempe Neighborhood Association (NTNA) at the invitation of that body. The presentation occurred on June 13, 2011 from 8:00pm to 8:45pm at the City of Tempe North Side Multi-Generational Center. The project was favorably received by the citizens present at the NTNA meeting. One expression of that support stated at the meeting was that "this would be the start of something really good."**
- **At the June 14, 2011 Development Review Commission Hearing, public input was received from two citizens. One citizen from the NTNA spoke in favor of the proposed Hampton Inn and Suites. This citizen considered the proposal an important revitalization project that will favorably impact all of North Tempe. Another citizen, a property owner and resident immediately south of the proposal, spoke in opposition to the addition of the four-story hotel in proximity to the residential properties to the south. This citizen stated the proposal would lessen residential property value immediately south of the proposed hotel and would reduce rear yard privacy for these properties. Following discussion which included the privacy and property value issues, the Development Review Commission modified DPR condition of approval #31 to include removal of east as well as south balconies above the second floor level from the hotel. It was noted during the discussion that the hotel is not allowed by DPR condition of approval #36 to have exterior light above the third floor level other than internal window and sign illumination. The only Hampton Inn sign on the south elevation is at the west end, adjacent to Scottsdale Road. The applicant also indicated the owner was willing to install a portion of the double tree row landscape buffer immediately to give the proposed Sissoo and fruitless Olive trees a two-year head start on the completion of the proposed re-development. Staff notes that the approval of the landscape plan at the June 14, 2011 DRC hearing allows the owner to proceed with the portion of the tree installation in the existing planting strip adjacent to the alley without additional processing.**

PROJECT ANALYSIS

GENERAL PLAN

Land Use Element:

Land Use projected for this site in General Plan 2030 is Mixed-Use (live/work) for the 0.24 acre portion of the site and Residential (live) for the 4.77 portion of the site. The proposed amendment of the Projected Land Use Map from Residential (live) to Mixed-Use (live/work) to allow continued, intensified use of this site for a hotel is a shift in the projected land use but reflects a land use that has continuously existed on site since 1979 and allows the reinsertion of apartments that existed on site between 1976 and 1979.

Density projected for this site in General Plan 2030 is Medium to High (up to 25 dwelling units per acre). This proposal has two studio apartment units dedicated for residential use and indicates these are not exclusively to be used as apartments. However, the existing and proposed hotels encourage extended stay arrangements which replicate a residential use. Subject to a Planned Area Development Overlay amendment for parking, the development is flexible as to the number of guest rooms and apartments.

Accessibility Element:

Meet all requirements set forth in the Americans with Disabilities Act Design Guidelines for new developments. Implementing design for accessibility includes (but is not limited to) the following: accessible parking spaces, accessible access from the main entrance to the public sidewalk and paved walkways from each required building exit. This project shall provide accessible vehicle parking spaces and fully accessible walkway access from the Scottsdale Road sidewalk to the business entrance of each hotel. The project has incorporated universal accessibility design in the site and floor plan layouts.

Community Design Element:
The overall design allows the project the flexibility to consider energy efficient concepts, including the selective use of natural lighting, electrical generation via rooftop solar collectors and utilization of advances in building materials and technology to provide an energy efficient operation.

Historic Preservation and Redevelopment Elements:
Historic Preservation is not applicable to this request. The site is not within a defined redevelopment area.

Housing Element:
The design is flexible to allow a limited amount of rental housing units. Currently two (2) work-force housing units are proposed. These would be located within the existing hotel and would be studio apartments. The purpose of the work-force apartments are to validate the residential component of a mixed-use development without relying entirely on extended stay hotel suites as well as to offer on-site housing to staff in an effort to reduce trip-generation to and from site and provide an affordable housing alternative.

Neighborhoods Element:
The development team has solicited feedback from surrounding neighborhood associations in the required neighborhood meeting. The response has been mixed. Overall, the redevelopment of the site has been favorably received as a positive impact for North Tempe. Reinvestment of neighboring properties is anticipated in the wake of this development. On the other hand, the height of the proposed building on the south of the site and its proximity to single family, single-story residences (albeit in a multi-family district) across the width of an alley has drawn criticism. The design responds to this criticism with wide setbacks and double tree rows that obscure view between the upper levels of the proposed building and the back yards of the residences.

Economics and Growth

Economic Development Element:
The project is of general benefit to the City in that a private developer is modernizing and intensifying an existing hotel use. When realized, this development will enhance employment opportunities on site and promises to broaden the amount of tax revenue.

Cost of Development Element:
Existing City infrastructure appears to be of size to suit the needs of this proposal. The Water Utilities Department has not indicated a need to increase the size of water or waste water mains that will be of service to the project. A water demand study as part of the water and sewer design report prepared by the developer s' engineering consultant will verify that existing capacity is sufficient.

Conservation and Resources

Environment (Air, Noise, Ambient Temperature, Energy) Element:
The existing hotel use does not have significant noise or odor discharge as there is not a full service restaurant, bar, or live entertainment venue on site. The proposed hotel does not change that operation. A Security Plan with the Police Department is required for the hotel intensification.

Land (Remediation, Habitat, Solid Waste) Element:
The twenty-two percent (22%) landscape lot coverage provided with the proposal includes a large tree quantity in the service of perimeter buffering and parking shade. Consider the following additional land strategies in this development: consider recycling of existing materials on site that will be removed during demolition to mitigate landfill impacts, consider implementation of energy efficient design details and systems in the building and manufacturing operation to reduce business operation cost, and contact the Tempe Solid Waste Division to implement a commercial grade materials recycling program as part of the business operation.

Water (Water, Wastewater, Storm-water) Element:
The project site design includes a storm water retention system concept to retain water on the eastern portion of the two lots after a 100 year, one hour storm and allow water to dissipate without an off-site out flow within a 36 hour period. As part of the water and sewer design report, developer is directed to provide an estimate of flow rate in gallons per minute for average day water demand.

Transportation

Pedestrian Network, Bikeways, Transit and Travel-ways Elements:
The modified site design of Lot 1 shall include the replacement of the existing 8'-0" wide sidewalk on Scottsdale Road and Lot 2 will maintain this sidewalk. The site is within walking or bicycling distance west to Papago Park and east to Indian Bend Wash. The site is well positioned along the Metro bus route 72. Through route 72, the site has bus connection north along points in Scottsdale to Scottsdale Air Park, and south along points in Tempe and Chandler to Chandler Fashion Mall. Metro route 72 circuits into the Tempe Transportation Center—adjacent to downtown Tempe--and also circuits to the NE corner of A.S.U. main campus, where there are connections via light rail to downtown Mesa and Phoenix. Scottsdale Road in front of the site also is on the route of the Tempe commuter bus system (Orbit Earth). Northbound bus shelters near the site include the SE corner of Weber / Scottsdale and the NE corner of Hancock / Scottsdale in front of Quik Trip. The nearest southbound shelter is near the SW corner of the intersection of Hancock / Scottsdale.

Motorist, Parking and Access Management Elements:
The net gain of 71 guest rooms and two housing units will not trigger a Traffic Impact Study for review by COT Transit Studies. On Scottsdale Road, the nearest signalized intersections to the site are Hancock Avenue/Quik Trip driveway to the north and Weber Drive to the south. Site driveways on Scottsdale Road have been limited to three which replicates the existing condition. The two existing Hampton Inn driveways will be retained for Lot 2. The driveway for Lot 1 will replace the existing driveway of the former car dealership. The three driveways are connected internally into one drive aisle network that spans the two lots. Vehicle parking on site is limited to the minimum required. The two lots are laid out efficiently so each lot parks its own hotel.

Aviation Element:
The site is immediately north of the noise contour planning boundary that marks the eastern aircraft corridor to Sky Harbor Airport. Recommend use of Federal Aviation Administration design guidelines for sound attenuation standards in the building design.

Open space, Recreation and Cultural Amenities

Open Space Element:
The on-site landscape area of twenty two percent (22%) of the total site area, including continuous tree buffers to the east and south as well as Scottsdale Road frontage and parking area landscape combine to provide a generous area for trees and other plants. Courtyards and exterior corridors within the existing hotel building cluster and an exterior patio associated with the lobby conference building accentuate site comfort for customers. The lush landscaped front yard of Lot 2 on Scottsdale Road has and will continue to provide a pleasant visual oasis for the public using the sidewalk of this arterial.

Recreational Amenities Element:
The existing hotel includes a swimming pool and two putting courtyards. The proposed hotel will add one more pool and a spa. The exterior patio of the existing lobby conference building provides an additional space for after-hours recreating. The proposed hotel includes a small entrance patio with an exterior fireplace.

Public Art & Cultural Amenities Element:
Public Art is required as part of this development. The non-residential portion of the development is in excess of 50,000 sf.

Public Facilities

Public Buildings, Public Services and Human Services Elements:
The hotel is within walking and bicycling distance of the North Tempe Multi-Generational Center in the residential neighborhood northeast of the site.

Public Safety Element:
A Security Plan is required for this intensification of an existing hotel use. Crime prevention design principles such as access control and natural visual surveillance of areas used by customers and staff, including for parking of vehicles and pathways to building entrances, have been employed and will continue to be fostered in the site, landscape and building design to deter crime.

Section 6-303 D. Approval criteria for General Plan Land Use Map Amendment:

1. *Appropriate short and long term public benefits* of the project are demonstrated in the economic development element where private enterprise will renovate and intensify the hotel use, which in turn will increase revenue generation and employment opportunities on site and may secondarily benefit the revenue of nearby businesses on Scottsdale Road.

2. The project *mitigates impacts on land use, water infrastructure or transportation*. The proposed land use fits the context of current commercial development along Scottsdale Road but is flexible for increased residential conversion as dictated by the economic marketplace. An increase from the 162 units that currently exist to 235 units, including two residential, and the increase in vehicle traffic are considered within the general infrastructure capacities of the City.
3. The project *helps the city attain applicable objectives of the General Plan* is demonstrated particularly in the land use element, where a site with a1976 apartment complex has transitioned in 1979 to an extended stay hotel and over time has become entirely commercial is now proposed to revert to some residential use. This mixed-use product, which includes short term and extended stay hotel visits as well as on-site residential, asserts a connection between neighboring commercial and residential uses. The development helps realize a mixed-use land use ribbon on Scottsdale Road as envisioned in the General Plan Land Use Map.
4. The project *provides rights-of-way, transit facilities, open space, recreational amenities and public art*. Right of way dedication is not anticipated other than the adjustment of easements on site for public utilities. The Transit Element amply demonstrates public transportation facilities primarily (via bus) to Scottsdale, Tempe, A.S.U. and Chandler and secondarily (via bus, then light rail) to Phoenix and Mesa. On site open space and recreational amenity are primarily for clients but the front yard visually provides comfort to the public. The development will contribute to the creation of art through the Art in Private Development program.
5. *Potentially negative influences* including live entertainment and restaurant / bar noise and odor present in some hotels is not present at this business. The open corridor of the previous hotel building cluster is replaced with an enclosed interior corridor hotel. This is an intensification of an existing business where existing problems have been addressed in the experience of the business operation. *Potentially negative influences are mitigated and deemed acceptable by the City Council.*
6. The *Judgment* is favorable as to *of the appropriateness of the* General Plan Land Use Map *amendment.* The proposal responds *to market demands* for a modern, short term and extended stay hotel. The *impacts on surrounding area, service, fiscal, traffic, utilities and public facilities* are within acceptable limits.

ZONING

The proposal seeks a Zoning Map Amendment to bring the 0.24 acre CSS, Commercial Shopping and Service District site portion of the site and the 4.77 acre R-4, Multi-Family Residential General District portion of the site together under the MU-3 Mixed-Use Medium-High Density District. On their shared Scottsdale Road frontage between Hancock and Weber, the Hampton Inn and the adjacent Palms of Scottsdale apartments (north) and the 7-Eleven (south) have for years provided a mixed-use flavor of co-existing residential and commercial uses for this part of the street. It is appropriate to extend the mix of residential with other uses on adjacent sites to include mixed-use on one site. The proposal conforms to the General Plan Land Use Map. The site will be the first mixed-use district on Scottsdale Road between Curry Road and McKellips Road.

Section 6-304 C.2. Approval criteria for Zoning Map Amendment:

1. *The proposed zoning amendment is in the public interest*. The proposed amendment reinforces the existing condition of mixed residential and commercial uses between Weber Drive and Hancock Avenue on the east of Scottsdale Road.
2. *The proposed zoning amendment conforms with and facilitates implementation of the General Plan*. The proposed amendment is in support of the General Plan 2030 Land Use Map, which proposes mixed-use along virtually all of Scottsdale Road between Weber Drive and McKellips Road.
3. *Establish a Planned Area Development Overlay for the MU-3, Mixed-Use Medium-High Density District*.

PLANNED AREA DEVELOPMENT

The existing Hampton Inn in the R-4 Multi-Family Residential General District is composed of two- and three-story buildings that are similar in height to the apartment buildings of the Palms of Scottsdale. The existing south building cluster is approximately 22'-0" high. 40'-0" high is the maximum permitted height in the R-4 district and 50'-0" high is the suggested maximum permitted height in the MU-3 district. The proposed hotel is much taller than the existing south building cluster but is also farther away from the south property line and is pushed as far as possible west to reduce the impact on residences to the south and east. The proposed building is 50'-0" high (the suggested MU-3 standard) at the main parapets, is 55'-0" high at the top parapets, and is 59'-0" high at "signature piece" over the elevators in the center of the building and at top of the SW and NE stair towers. Several factors offset the building height: 1) the large amount of landscaped area and the presence of tree rows to the south and east of the building, 2) the large side and rear setbacks that are established to the step-back planes with an additional 30'-0" setback established to the four story building mass, and 3) the low ratio of building footprint to lot area. The table below illustrates the modified height and proposed development standards for the MU-3 District.

Building & Site Standard	R-4 / CSS EXIST'G STANDARD (no PAD)		MU-3 (PAD) PROPOSED STANDARD
	R-4	CSS	**55 FT top of roof parapet 59 FT top of signature piece, stair & elev. penthouse**
MAXIMUM BUILDING HEIGHT	40 FT	35 FT	
MINIMUM BUILDING SETBACK ……..Front (W, facing Scottsdale Road)) ……..Side (N & S perimeter to bldg. face) ……..Side (S perimeter to canopy column) ……..Side (N & S building step-back plane) ……..Side (Lot 1 / Lot 2 common boundary) ……..Rear (E perimeter to bldg. face) ……..Rear (E building step-back plane)	` 20 FT 10 FT 10 FT 10 FT 10 FT 10 FT 10 FT	` 0 FT 0 FT 0 FT 0 FT 0 FT 10 FT 10 FT	` **0 FT** **64 FT** **34 FT** **34 FT** **9 FT** **120 FT** **90 FT**
MAXIMUM BUILDING LOT COVERAGE: Building area as percent of net site area MINIMUM LANDSCAPE LOT COVERAGE Landscape area as percent of net site area	60 % ` ` 25 %	50 % ` ` 15 %	**22 %** ` ` **22 %**

Section 6-305 D. Approval criteria for P.A.D. Overlay:

1. The proposed mixed-use land uses consisting of commercial and residential are allowable in Zoning and Development Code Part 3 Chapter 2.
2. The standards listed above, as established as part of the Planned Area Development Overlay, plus the standards described in the Zoning and Development Code for street parking setback, building step-back adjacent to off-site residential district, parking ratios and parking quantity will be the standards of development for this site.
3. The proposed P.A.D. Overlay is in conformance with the provisions in the Zoning and Development Code Part 5 Chapter 4.
4. The P.A.D. Overlay conditions of approval are reasonable to ensure conformance with the provisions of the Zoning and Development Code.

CONCLUSION

Based on the information provided by the applicant, the public input received and the analysis provided above, the Development Review Commission and staff recommends approval of the requested General Plan Land Use Map Amendment, Zoning Map Amendment and Planned Area Development Overlay. These requests meet the required criteria and will conform to the conditions of approval.

REASONS FOR APPROVAL:

1. The proposal meets the General Plan Projected Land Use Map as proposed for amendment from Residential to Mixed-Use for 4.77 gross acres. An additional 0.24 acre site that is joined to this development already is currently designated Mixed-Use. The proposed mixed-use of this site responds to the predominant mixed-use designation on both sides of Scottsdale Road in North Tempe. An intermingling of existing residential and commercial uses is adjacent to this site. The proposal is predominantly a commercial use but inserts a residential apartment component that evokes the original residential character of this development. The Projected Residential Density Map for this site indicates medium to high residential density for this area (up to 25 dwelling units per acre) and the Projected Density Map is not proposed for change.

2. The proposal meets the Zoning Map as proposed for amendment from Commercial Shopping and Service to Mixed-Use Medium-High Density for 0.24 gross acres and from Multi-Family Residential General to Mixed-Use, Medium-High Density for 4.77 gross acres. The proposed mixed-use of this site reflects the close proximity of adjacent residential and commercial uses.
3. The project will meet the development standards for the Mixed-Use, Medium-High Density District as modified and established by a Planned Area Development Overlay District and as required under the Zoning and Development Code. The development standards modified and established in the P.A.D. are made in conjunction with extensive landscape including perimeter tree screens, and a creative site design is employed that features a zero front building setback and generous side and rear setbacks to pull the buildings away from adjacent residential districts.
4. The Subdivision Plat will be made to conform to the technical standards of Tempe City Code Chapter 30, Subdivisions.
5. The proposed project meets the approval criteria for a General Plan Land Use Map Amendment, Zoning Map Amendment, Planned Area Development Overlay, Development Plan Review and Subdivision Plat.

CONDITIONS OF APPROVAL

EACH NUMBERED ITEM IS A CONDITION OF APPROVAL. THE DECISION-MAKING BODY MAY MODIFY, DELETE OR ADD TO THESE CONDITIONS.

GEP11001 AND ZON11002
CONDITIONS OF APPROVAL:

1. A building permit shall be obtained on or before July 7, 2013 or the General Plan 2030 Land Use Map designation and the zoning districting of the property may revert to that in place at the time of application, subject to a public hearing.

2. The property owner shall sign a waiver of rights and remedies form. By signing the form, the Owner voluntarily waives any right to claim compensation for diminution of Property value under A.R.S. §12-1134 that may now or in the future exist, as a result of the City's approval of this Application, including any conditions, stipulations and/or modifications imposed as a condition of approval. The signed form shall be submitted to the Community Development Department no later than August 08, 2011, or the General Plan Land Use Map Amendment, Zoning Map Amendment and Planned Area Development Overlay approvals shall be null and void.

PAD11002
CONDITIONS OF APPROVAL:

3. The Planned Area Development Overlay document for Hampton Inn and Suites (including Lot 1 and Lot 2) shall be put into proper engineered format with appropriate signature blanks, acknowledged by the property owner and filed with the City of Tempe's Community Development Department prior to issuance of building permits.

4. The Planned Area Development Overlay approval is based on conformance to preliminary drawing exhibits submitted for the requests for a Zoning Map Amendment and Planned Area Development Overlay except where amended by conditions of approval indicated below and by governing Code and Ordinance Standards. The preliminary exhibits, dated 4/21/2011 except where noted, include the following: Architectural Site Plan, sheet A1-1, First, Second, Third & Fourth Floor Plans, sheets A2-1, A2-2 and A2-3, Architectural Elevations, sheet A3-1, Schematic Building Section, sheet A3-2, and Conceptual Landscape Plan, sheet L1 dated 4/20/2011.

5. The maximum building height shall be as follows. Provide maximum 59'-0" height for three vaulted roof architectural features as identified through center of Lot 1 building above lobby and elevators and at SW and NE building corners at the stair towers. The maximum building height for Lot 1 otherwise shall not exceed 55'-0". The maximum building height for Lot 2 is maintained at 50'-0" following the standard height established for the Mixed-Use, Medium-High Density District.

6. Building step-back above 30'-0" height shall be waived along common property line between Lot 1 and Lot 2. The 1:1 building step-back is maintained on the north, south and east site perimeters where adjacent or separated by an alley from multi-family residential districts following the standard step-back provision for the Mixed-Use, Medium-High Density District.

7. The minimum building setbacks as established for buildings on Lot 1 and Lot 2 shall be as follows. Front yard setback is 0'-0". Side yard setback at common property line between Lot 1 and Lot 2 is 9'-0". Side yard setback at perimeter property line of development is 34'-0". Rear yard setback at perimeter property line of development is 90'-0". The step-back planes are established at the side and rear perimeter setbacks described above. Additionally, for buildings of minimum 50'-0" height, a 64'-0" perimeter side yard and 120'-0" perimeter rear yard setback to the face of these tall structures shall apply.

8. The maximum building lot coverage is established individually for Lot 1 and Lot 2 at twenty-two percent (22%).

9. The minimum landscape lot coverage is established individually for Lot 1 and Lot 2 at twenty-two percent (22%).

10. Site density, parking setback, parking ratios and parking quantity as required by the Zoning and Development Code shall be maintained individually for Lot 1 and Lot 2.

HISTORY & FACTS:

1411 N. Scottsdale Road

June 27, 1984: The Board of Adjustment approved the following requests by Performance Motor Cars, Inc. in the C-2, General Commercial District:
a. Use Permit to operate a motor vehicle sales facility (car dealership).
b. Variance to reduce the height of the required parking lot screening wall from 3'-0" to 2'-0".

July 18, 1984: The Design Review Board approved the design request for building elevations, site and landscape plans for Performance Motor Cars, Inc. located in the C-2, General Commercial District.

1429 N. Scottsdale Road / R-4, Multi-Family Residential District

December 4, 1975: The Design Review Board approved the building and landscape design request for the 162 unit apartment complex.

August 18, 1976: The Design Review Board approved the tennis court design request at 1415 North Scottsdale Road.

September 22, 1976: The Board of Adjustment approved the variance request to increase maximum fence height from 6'-0" to 10'-0" for the tennis court at 1429 North Scottsdale Road located in the R-4, Multi-Family Residence General and R1-6, One Family Residence Districts.

July 26, 1979: The Board of Adjustment continued the use permit request for Corte Fiesta Apartments to operate a "hometel" (apartment conversion).

August 23, 1979: The Board of Adjustment approved the use permit request for Corte Fiesta Apartments to operate a "resort apartment".

January 3, 1980: The Design Review Board approved the building elevation design request for an office addition for the Corte Fiesta Motel.

June 4, 1996: The Hearing Officer approved the Use Permit request to allow the expansion and renovation of the existing facility for Hampton Inn and Suites.

June 5, 1996: The Design Review Board continued the landscape plan and approved the request for building elevations and site plan for Hampton Inn and Suites.

February 28, 1997: The Design Review Board Staff approved the request for signage for the Hampton Inn and Suites.

April 15, 1997: The Hearing Officer approved the request for the following by Hampton Inn & Suites:
a. Variance to increase the maximum allowable height for a wall mounted sign from 10'-0" to 20'-0".
b. Variance to allow a building mounted illuminated sign in the R-4 District.
c. Variance to increase the size of a building mounted sign from 3 sf. to 48.3 sf.

February 17, 1998: The Hearing Officer approved the Variance request by Hampton Inn & Suites to allow a corporate flag. The approval is valid for Hampton Inn and Suites only. The height of the flag pole may not exceed 35'-0".

June 14, 2011: The Development Review Commission approved the Development Plan Review and Preliminary Subdivision Plat requests for Hampton Inn & Suites consisting of a four story 117 guest room hotel of +/- 75,960 sf. area on +/-2.25 acres (Lot 1) to the south of an existing two story 116 guest room and two work-force housing unit hotel of +/-63,262 sf. on +/-2.76 acres (Lot 2). The entire site of +/-5.01 acres is located at 1429 North Scottsdale Road in the R-4, Multi-Family Residential General and CSS, Commercial Shopping and Service Districts. On the same evening, the Development Review

Commission recommended to City Council approval of the following requests:

- General Plan Land Use Map Amendment from Residential to Mixed-Use for 4.77 gross acres (the remaining 0.24 acres of the site is already mixed-use).
- Zoning Map Amendment from CSS, Commercial Shopping and Service District and R-4, Multi-Family Residential General District to MU-3, Mixed-Use, Medium-High Density District for 5.01 gross acres.
- Planned Area Development Overlay to modify development standard for building height from 50 feet to 55 feet and establish development standards for building lot coverage, minimum landscape area and front, side and rear yard building setbacks.

June 16, 2011	Introduction and first public hearing by City Council to adopt an ordinance for a Zoning Map Amendment and Planned Area Development Overlay and to adopt a resolution for a General Plan Amendment for Hampton Inn & Suites located at 1429 North Scottsdale Road.
July 7, 2011	Second and final public hearing by City Council to adopt an ordinance for a Zoning Map Amendment and Planned Area Development Overlay and to adopt a resolution for a General Plan Amendment for Hampton Inn & Suites located at 1429 North Scottsdale Road.

ZONING AND DEVELOPMENT CODE REFERENCE:

Section 6-302, General Plan Amendment
Section 6-304, Zoning Map Amendment
Section 6-305, Planned Area Development Overlay
Section 6-306, Development Plan Review
Section 6-307, Subdivision, Lot Splits and Adjustments

CITY CODE REFERENCE:
Chapter 30, Subdivisions

RESOLUTION NO. 2011.25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE GENERAL PLAN 2030 PROJECTED LAND USE MAP FROM RESIDENTIAL TO MIXED-USE FOR APPROXIMATELY 4.77 GROSS ACRES LOCATED AT 1429 NORTH SCOTTSDALE ROAD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, that the General Plan 2030 Projected Land Use Map is hereby amended for approximately 4.77 gross acres (parcels 132-11-020B, 132-11-018F, 132-11-054, 132-11-021H, 132-11-021J, and 132-11-022C) from Residential to Mixed-Use, located at 1429 North Scottsdale Road.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____ 2011.

_____
Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ORDINANCE NO. 2011.17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE CITY OF TEMPE ZONING MAP, PURSUANT TO THE PROVISIONS OF ZONING AND DEVELOPMENT CODE PART 2, CHAPTER 1, SECTION 2-106 AND 2-107, RELATING TO THE LOCATION AND BOUNDARIES OF DISTRICTS.

****

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe Zoning Map is hereby amended, pursuant to the provisions of Zoning and Development Code, Part 2, Chapter 1, Section 2-106 and 2-107, by removing the below described property (Parcels 1, 2 and 3) from the R-4, Multi-Family Residential General District, and removing the below described property (Parcel 4) from the CSS, Commercial Shopping and Service District and designating it (Parcels 1, 2 , 3 and 4) as MU-3 (PAD), Mixed-Use, Medium-High Density District with a Planned Area Development Overlay on approximately 5.01 acres.

LEGAL DESCRIPTION

Legal Description for Assessor's Parcel Numbers 132-11-020B, 132-11-018F, 132-11-022C, 132-11-021J, 132-11-021H and 132-11-054

PARCEL NO. 1
The East 65 feet of the West 198 feet of the North half of the South half of the South half of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT the South 8 feet of the East 32.13 feet thereof; and
EXCEPT the South 30 feet of the West 32.87 feet thereof.

PARCEL NO. 2
The West 510 feet of the North half of the South half of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT the West 55 feet.

PARCEL NO. 3
The West 312 feet of the following described parcel;
The North half of the South half of the South half of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT the West 198 feet thereof; and
EXCEPT the South 8 feet thereof.

Area of Parcels 1, 2, and 3 is approximately 4.77 gross acres.

Legal Description for Assessor's Parcel Number 132-11-021K

PARCEL NO. 4
The East 100 feet of the West 133 feet of the South 110 feet of the North 135 feet of the North half of the South half of the South half of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,
Together with that portion of the abandoned street right of way lying adjacent to the above property and described in Ordinance recorded in Docket 11430, page 890.
EXCEPTING THEREFROM that portion deeded to the City of Tempe by Quit Claim Deed recorded in Docket 14105, page 640.

Area of Parcel 4 is approximately 0.24 gross acres.

TOTAL AREA IS APPROXIMATELY 5.01 GROSS ACRES.

Section 2. Further, those conditions of approval imposed by the City Council as part of Case # ZON11002 and PAD11002 are hereby expressly incorporated into and adopted as part of this ordinance by this reference.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WHEN RECORDED RETURN TO:
City of Tempe
Development Services Department
31 E. 5th Street
Tempe, AZ. 85281

WAIVER OF RIGHTS AND REMEDIES
UNDER A.R.S. §12-1134

This Waiver of Rights and Remedies under A.R.S. § 12-1134 (Waiver) is made in favor of the City of Tempe (City) by _____ __ VRE HOLDING II, LLC and VRE HOLDING III, LLC (William Spresser) _____ _____(Owner).

Owner acknowledges that A.R.S. § 12-1134 provides that in some cases a city must pay just compensation to a land owner if the city approves a land use law that reduces the fair market value of the owner's property (Private Property Rights Protection Act).

Owner further acknowledges that the Private Property Rights Protection Act authorizes a private property owner to enter an agreement waiving any claim for diminution in value of the property in connection with any action requested by the property owner.

Owner has submitted Application No. **PL100400** to the City requesting that the City approve the following:

__**X**__ GENERAL PLAN AMENDMENT
__**X**__ ZONING MAP AMENDMENT
__**X**__ PAD OVERLAY
_____ HISTORIC PRESERVATION DESIGNATION/OVERLAY
_____ USE PERMIT
_____ VARIANCE
__**X**__ DEVELOPMENT PLAN REVIEW
__**X**__ SUBDIVISION PLAT
_____ OTHER _____
(Identify Action Requested))

for development of the following real property (Property):

Parcel Numbers: 132-11-020B, 132-11-018F, 132-11-022C, 132-11-021J, 132-11-021H, 132-11-054 and 132-11-021K

LEGAL DESCRIPTION

Legal Description for Assessor's Parcel Numbers 132-11-020B, 132-11-018F, 132-11-022C, 132-11-021J, 132-11-021H and 132-11-054

PARCEL NO. 1
The East 65 feet of the West 198 feet of the North half of the South half of the South half of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT the South 8 feet of the East 32.13 feet thereof; and
EXCEPT the South 30 feet of the West 32.87 feet thereof.

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The West 510 feet of the North half of the South half of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
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PARCEL NO. 3
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EXCEPT the West 198 feet thereof; and
EXCEPT the South 8 feet thereof.

Area of Parcels 1, 2, and 3 is approximately 4.77 gross acres.

Legal Description for Assessor's Parcel Number 132-11-021K

PARCEL NO. 4
The East 100 feet of the West 133 feet of the South 110 feet of the North 135 feet of the North half of the South half of the South half of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,
Together with that portion of the abandoned street right of way lying adjacent to the above property and described in Ordinance recorded in Docket 11430, page 890.

By signing below, Owner voluntarily waives any right to claim compensation for diminution in Property value under A.R.S. §12-1134 that may now or in the future exist as a result of the City's approval of the above-referenced Application, including any conditions, stipulations and/or modifications imposed as a condition of approval.

This Waiver shall run with the land and shall be binding upon all present and future owners having any interest in the Property.

This Waiver shall be recorded with the Maricopa County Recorder's Office.

Owner warrants and represents that Owner is the fee title owner of the Property, and that no other person has an ownership interest in the Property.

Dated this _____ day of _____, 2011

_____	_____
(Signature of Owner)	*(Printed Name)*
_____	_____
(Signature of Owner)	*(Printed Name)*

State of _____)
) ss
County of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2011, by

_____

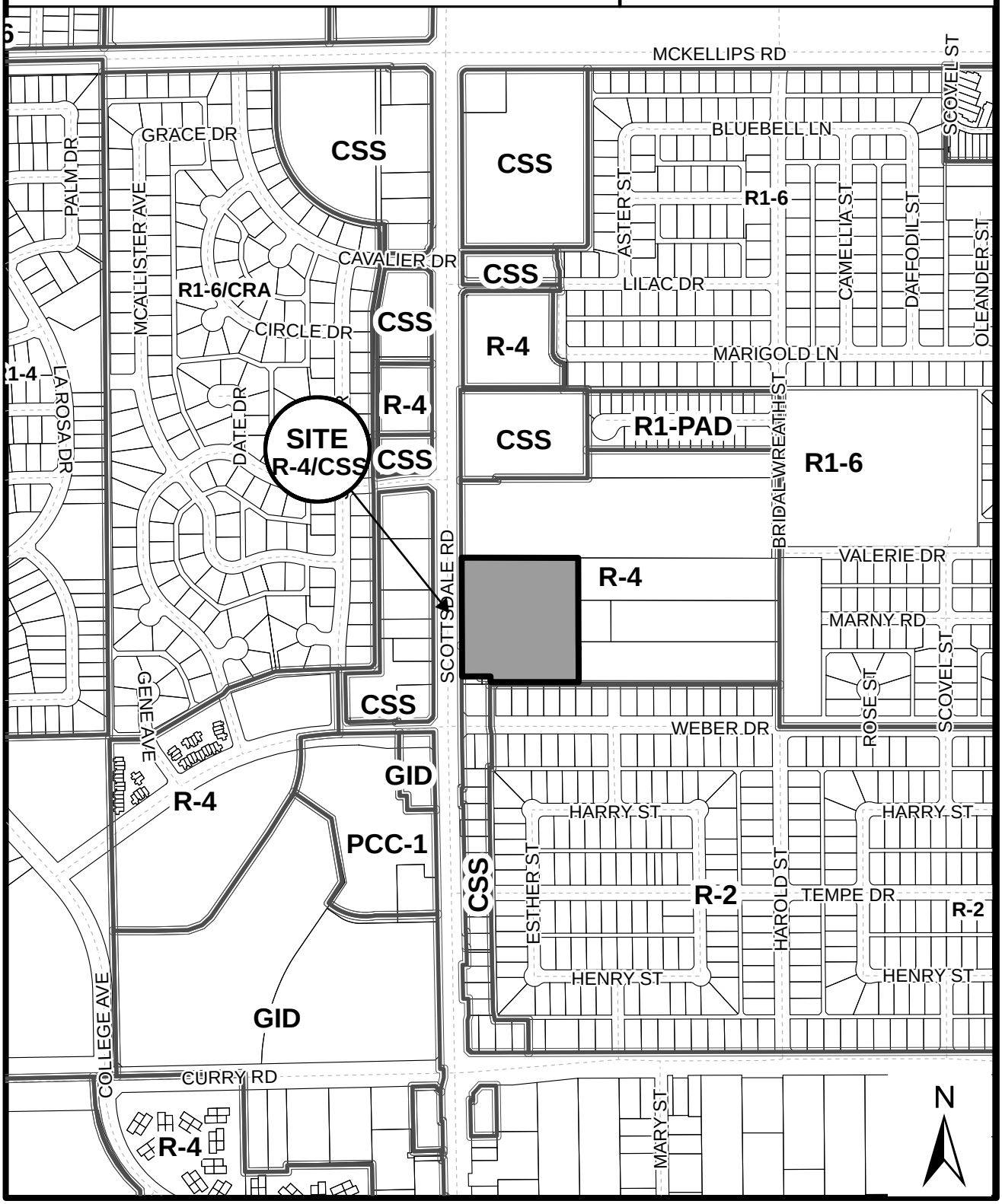
_____.

_____
(Signature of Notary)

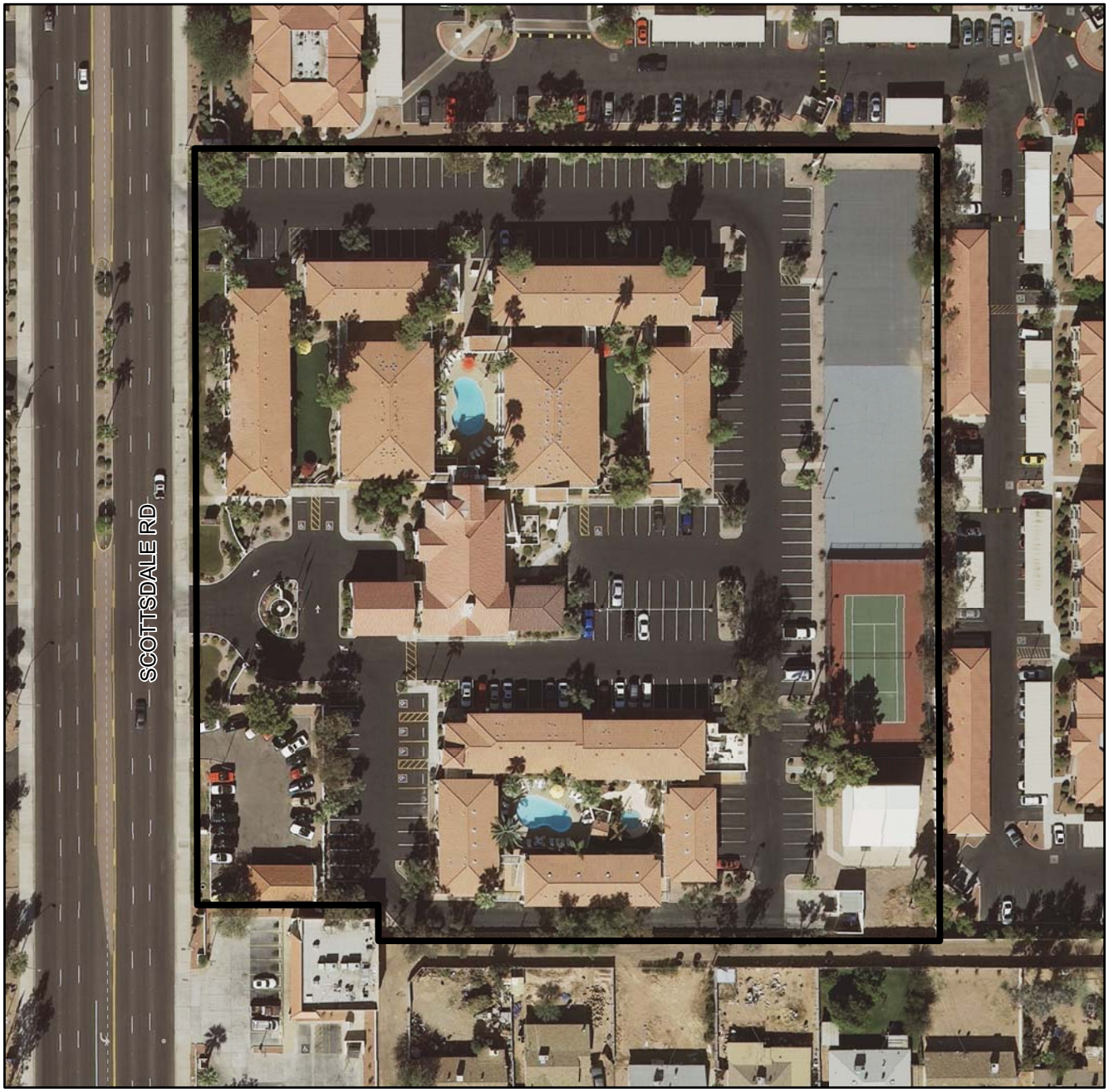
(Notary Stamp)

Tempe

HAMPTON INN AND SUITES	PL100400



Location Map



HAMPTON INN AND SUITES (PL100400)

PROPOSED REZONING
CSS AND R-4 TO MU-3 PAD
(REZONING, PAD, DPR, PLAT & GENERAL PLAN AMENDMENT)

THE HAMPTON INN & SUITES
FULL SERVICE HOTEL WITH EXTENDED STAY SUITES

we love having you here.®

PROPERTY LOCATED AT:
1429 N. Scottsdale Road
North of Northeast corner of Weber
Drive & Scottsdale Road
Tempe, Arizona
APN's: 132-11-020B, 132-11-018F, 132-11-021H,
132-11-021K, 132-11-022C, 132-11-021J, & 132-11-054
(Before Plat consolidating into 2 lots)

APPLICATION NO.

PREPARED BY:
Sender Associates, Chartered
Darin A. Sender, Esq.
Jennifer L. Krieps, Esq.
464 South Farmer Avenue, Suite 102
Tempe, Arizona 85281
(480) 966-6735
darin@senderlaw.com
jen@senderlaw.com

PREPARED: APRIL 26, 2011

QR Code link to Hampton Inn website video
http://hamptoninn.hilton.com/en/hp/hotels/photo_gallery.jhtml?ctyhocn=PHXTEHX

ATTACHMENT 9

SCOTTSDALE ROAD
WEBER DRIVE
N

SCOTTSDALE ROAD
LOOP 202 FRY.
RIO SALADO PKWY.
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
© 2011 Google
Google
N

DEVELOPMENT TEAM

PROPERTY OWNER:

VRE Holding II, LLC and
VRE Holding III, LLC
1429 N. Scottsdale Road
Tempe, Arizona 85281

William Spresser
Director of Hotel Operations

ARCHITECT:

PK Architects
1333 W. Broadway, Suite 101
Tempe, Arizona 85282
(602) 283-1620

Scott Kuitunen, Architect
Russ Kinder, Project Manager

APPLICANT:

VRE Holding II, LLC and
VRE Holding III, LLC
1429 N. Scottsdale Road
Tempe, Arizona 85281

William Spresser
Director of Hotel Operations

LANDSCAPE ARCHITECT:

Moore Swick Partnership
414 S Mill Ave # 207
Tempe, AZ 85281-2850
(480) 894-9284

Gregory P. Swick, ALSA

APPLICANT'S REPRESENTATIVE:

Sender Associates, Chartered
464 South Farmer Avenue, Suite 102
Tempe, Arizona 85281
(480) 966-6735

Darin A. Sender, Esq.
Jennifer L. Krieps, Esq.

CIVIL ENGINEER:

Wood, Patel & Associates, Inc.
2051 West Northern, Suite 100
Phoenix, Arizona 85021
(602) 336-7934

Darin L. Moore, P.E., Associate

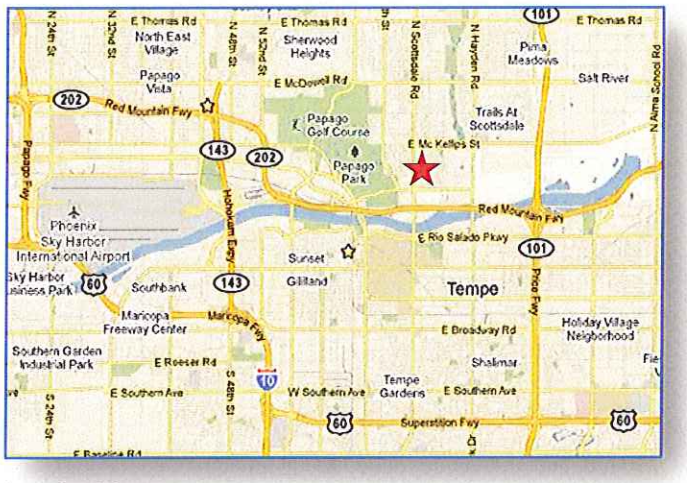
HILTON INN & SUITES
PROJECT NARRATIVE

A. INTRODUCTION

This entitlement request pertains to the existing Hampton Inn and Suites at 1429 North Scottsdale Road, just north of the northeast corner of Scottsdale Road and Weber Drive (the "Site"). The owner of this Hampton Inn wishes to redevelop the southern portion of the Site to add 73 new rooms as a significant reinvestment in this area of north Tempe. The northern portion of the Site's buildings and improvements will remain.

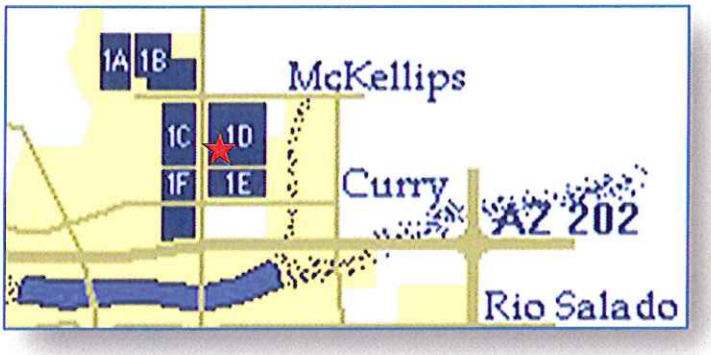
1) General Project Location and Surroundings

The Site is located in the northern portion of Tempe, less than one-half mile south of the City of Scottsdale municipal boundary at Scottsdale and McKellips Roads. The Site is surrounded by multi-family and single-family residential development, commercial, retail, and industrial development types along Scottsdale Road. Almost all of the development on both sides of Scottsdale Road from Loop 202 to the Scottsdale boundary is developed with commercial or industrial uses except for a small frontage of multi-family adjacent to the Site on the north which shares a driveway with a QuickTrip gas station.



Location Map

Behind the commercial and industrial development along the Scottsdale Road frontage there are several established single-family residential neighborhoods which are included within the North Tempe Neighborhood Association. The Site is located within the Indian Bend Neighborhood Association (1D). The East Rio Neighborhood Association (1E) is just to the south, the West Rio Neighborhood Association (1F) is to the southwest, and the Cavalier Hills Neighborhood Association (1C) is to the west and northwest. The Canal Park (1A) and College (1B) Neighborhood Associations are located northwest of the Site.



Nearby Neighborhood Association Locations

ATTACHMENT 12

2) Request Overview - Entitlements

This application requests a rezoning from CSS and R-4 to MU-3 with a PAD, a Development Plan Review for the new building, landscaping and signage, and a Plat to consolidate seven lots into two. A General Plan amendment from Residential - Medium to High Density (up to 25 du/ac) to Mixed-Use - Medium to High Density (up to 25 du/ac) has been previously filed in order to allow adequate time for interested party review and potential comment.

3) Overview - Hampton Inn & Suites

i. The Hampton Brand

Hampton Hotels is a mid-priced leader in the lodging segment and is part of Hilton Worldwide Portfolio of brands, the leading global hospitality company. All Hampton hotels offer warm surroundings and a friendly service culture supported by our 100% Hampton Guarantee. High-quality accommodations, in-room conveniences and the latest technology, combined with numerous locations and competitive rates, have made Hampton a leader in its segment and one of the fastest growing hotel brands. Currently, there are more than 1,800 Hampton locations in Canada, Costa Rica, Ecuador, Germany, Mexico, Turkey, the United Kingdom and the United States, totaling nearly 180,000 guest rooms. New Hampton hotels are currently in the works in Europe, Asia, South America and the Caribbean to further expand Hampton's global presence.

Tempe Hampton Inn & Suites

Introduced in 1984, Hampton was founded on the concept of providing guests with consistent, value-priced accommodations and a bundled package of amenities included in the price of the hotel room. Hampton was the first mid-priced national hotel brand to offer guests a complimentary continental breakfast and free local telephone calls as part of every guest stay.
In 1995, the Hampton brand introduced Hampton Inn & Suites hotels. This lodging concept combined traditional guest rooms with spacious two-room suites that include a separate bedroom, living room and kitchen area.

All Hampton Hotels provide a standard complement of guest services and amenities that include:

- Welcome zone: high quality finishes, local flavor and a warm greeting create an inviting atmosphere for arriving guests
- Work zone: a quiet, more secluded area to read, work or conduct an informal business meeting
- Living zone: a place for guests to energize with a regionally inspired breakfast, 24/7 hot beverage offering at various locations, snack or light meal
- Gathering zone: a great space for our guests to meet and greet each other, have a beverage, take a seat and just relax
- 100% Hampton Guarantee
- Free On the House® hot breakfast including fresh waffles served daily

- Free wireless high-speed internet access in the lobby and in at least one meeting room per hotel
- Free coffee and tea in the lobby 24 hours a day
- No additional charge for children under 18 years old staying with parent
- Swimming pools at most locations
- Access to exercise facilities at most locations
- On-site Suite Shop® at all Hampton Inn & Suites locations
- A versatile hospitality suite for small business meetings or social functions
- Free wired or wireless high-speed internet access in all guest rooms
- Cushioned lap desks in each room for working on the bed with papers or computers
- Signature Hampton radio alarm clock with easy to set alarm and pre-set stations
- The Clean and Fresh Hampton Bed™ with linens and duvet laundered fresh for every guest
- Nightlight in bathroom
- Curved shower rod and curtain over baths or large walk-in shower
- Free movie channel
- Coffee maker, iron and ironing board in all guest rooms
- Rooms equipped for guests with disabilities

Tempe Hampton Inn & Suites Main Lobby

With more than 1,800 locations, finding a Hampton hotel is easy – urban chic locations, near shopping malls, beaches, roadside attractions and more. A large percentage of hotels are located in tertiary and suburban markets, and as the brand grows, so has its development in urban downtown locations and revitalized historic districts. In addition, many of the brand's hotels are now located in beach destinations and resort communities. Unlike most hotels, Hampton serves an even mix of business and leisure travelers (48% of customers are business and 52% are leisure.)

Hampton continues to listen to their guests, stay on top of industry trends and explore features that drive sustainable competitive advantages as well as benefit the profitability of its owners. With a commitment to continuing growth, quality and outstanding performance, Hampton stands on its track record, and promise to make Hampton the first choice for developers, now and in future years.

ii. The Tempe Hampton Inn & Suites

This particular Hampton Inn & Suites was purchased by the current owner in 2007 and completely remodeled inside and out that same year. Inside, the rooms were remodeled and updated with built-in storage, new carpets, window shutters and treatments, 32" HD television sets, granite countertops in the bathrooms, among many other reinvestments in the property.

The exterior was also extensively renovated to create resort-style amenities for the guests. New courtyards, putting green, Jacuzzi with rock waterfall and pool renovation were also completed. All of the existing Hampton Inn & Suites rooms are exterior-loaded and face one of the many courtyards. After renovation, the remaining northern portion will remain courtyard-oriented, and the new building will be internally-loaded with views of the courtyards and amenities. A new 1,200sqft outdoor covered patio was also created adjacent to the main breakfast area. This patio

ATTACHMENT 14

Tempe Hampton Inn & Suites Outdoor Patio

includes resort-style patio furniture where guests can relax under ceiling fans and create privacy by closing the outdoor drapery while watching one of the two 42" HD television sets. The Hampton Inn & Suites also features a 500 square foot pool with patio surround, spa, and shade ramada.

The room choices include standard single rooms, rooms with kitchenettes, and double bedrooms with full kitchens for those guests staying for a longer period. The planned 117 guestrooms will be comprised of 35 King Suites (30%), 36 King Rooms (31%) and 46 Double Queen Rooms (39%). A considerable amount of guests take advantage of the Hampton Inn's extended stay capabilities made available by the full kitchens in certain rooms. Many are corporate extended stay guests either on a single visit while relocating, or are recurring extended stay corporate guests who visit for longer periods on an ongoing basis. Another portion of Tempe Hampton Inn & Suites extended stay guests include winter visitors who wish to take advantage of the beautiful Arizona winters, as well as all of the amenities Tempe and the Valley has to offer. The Hampton Inn & Suites' standard stay guest similarly includes a mix of visitors for both business and pleasure. To better serve those guests, the Tempe Hampton Inn & Suites offers a free shuttle service available to drive the guest to and from the various Valley amenities, including restaurants, museums, shopping malls, and the airport.

Other amenities on-site include a new 825 square foot meeting room that will comfortably accommodate 55 people, and can also be divided to be made suitable for two smaller groups. This is in addition to the existing 1,300 square foot conference room that will remain. The hotel also includes a business center and 675 square foot fitness room with state of the art tread mills, ellipticals and stationary bikes. The meeting, conference and outdoor spaces will be available for use by the local community, as well as guests of the Hampton Inn & Suites making it an appealing amenity for the local community to host weddings, meetings and community events.

Tempe Hampton Inn & Suites meeting/conference room

To take a tour of the property, please scan the QR code on the first page, or go to: http://hamptoninn.hilton.com/en/hp/hotels/photo_gallery.jhtml?ctyhocn=PHXTEHX

4) Development Concept

This development concept proposes to redevelop the south and east portion of the Site adding 73 new rooms, and integrating the existing Hampton Inn & Suites site and landscaping into the new development scheme. (Please see included Conceptual Landscape Plan).

i. Existing Conditions

There is an existing Hampton Inn & Suites on the Site which has been operating at this location since 1996. This Site was originally developed as an apartment complex in 1975, and became an Arizona 8 Motel in 1979. In 1980 it became the Corte Fiesta Motel until 1996 when it became the Hampton Inn. Currently, the Hampton Inn & Suites has 162 units. (Please see included Aerial Maps).

ii. New Hampton Inn & Suites (South Portion of Site)

The southern portion of the Site will be redeveloped with a single 117 unit internally loaded four-story building along the Scottsdale Road right-of-way. A new driveway will allow guests to access the porte-cochere greeting area along the south side of the building. New landscaping is proposed throughout this redeveloped portion of the Site, including a 20' buffer of trees and shrubs along the southern property line adjacent to the residential alley. (Please see included Site Plan and Landscape Plan).

iii. Remaining Hampton Inn & Suites (North Portion of Site)

The existing 118 room Hampton Inn & Suites in the northern portion of the Site will remain as it is today and will be integrated into the landscaping, drive aisles and parking of the new southern development.

B. Application Requests

1) General Plan Amendment - Mixed-Use & Residential to Mixed-Use

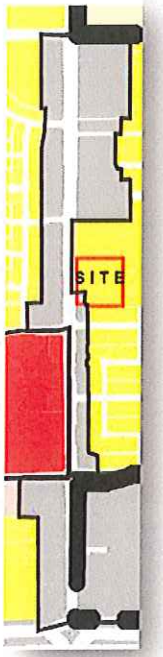
i. Request (Previously filed)

A General Plan amendment from the existing Residential (±4.80ac) (and Mixed-Use (±0.23ac)) Land Use designation to fully Mixed-Use has already been filed for this redevelopment proposal to provide adequate time for responses. A small portion of the southwest corner (parcel 132-11-021K) is already designated as Mixed-Use on the General Plan Proposed Land Use map, and therefore was not included in that application.

We hope the reinvestment in this older property will incentivize others to reinvest in this area of north Tempe. Since a hotel has been operating on this Site since at least 1979, the existing land use on the Site will not change as a result of that General Plan amendment. Hampton Inn &

Suites' reinvestment in this area will allow them to offer high quality vacation and business accommodations while remaining in their current home.

As identified in the General Plan Amendment application, the Site is currently designated as ±4.80 acres of Residential and ±0.23 acres of Mixed-Use on the Projected Land Use Map. The Projected Residential Density for the entire Site is Medium to High Density (up to 25 du/ac). According to these designations, the future development of this Site is projected to be a high density residential use with mixed-use development along Scottsdale Road. The proposed redevelopment of the existing Hampton Inn & Suites generally conforms to the intent of that projection while providing exceptional buffering from the existing single-family residential uses. This redeveloped hotel will be compatible with the existing and proposed land use pattern in the area which consists mainly of multi-family residential and commercial land uses.



GP Projected Land Use Map.
Grey = Mixed-Use

Almost all of the properties fronting Scottsdale Road within a half-mile of the Site north and south are currently designated as Mixed-Use or Commercial on the Projected Land Use Map, with the vast majority designated as Mixed-Use. (Please see included General Plan Projected Land Use Map). Similarly, that same general area is designated as Medium Density (up to 15 du/ac) and Medium to High Density (up to 25 du/ac) on the Projected Residential Density Map. (Please see included General Plan Projected Residential Density Map). The area immediately surrounding the Site is designated as follows:

	Projected Land Use	Projected Residential Density	Current Land Use
North	Residential	Medium to High Density (up to 25 du/ac)	Apartments (The Palms on Scottsdale)
East	Residential	Medium to High Density (up to 25 du/ac)	Apartments (The Palms on Scottsdale)
South	Residential / Mixed-Use	Medium to High Density (up to 25 du/ac)	Gas station & Single-Family Residential (separated by alley)
West	Mixed-Use	Medium to High Density (up to 25 du/ac) & Medium Density (up to 15 du/ac)	Commercial and Retail shopping center

This General Plan amendment from Residential to Mixed-Use will be highly compatible with the Mixed-Use and Commercial designations along Scottsdale Road. The amendment have little to no negative impact on the surrounding areas, or to the city as a whole. This Projected Land Use designation change will reduce the overall amount of Projected Residential land use designation throughout the city by only 0.06%. The projected Mixed-Use land use designation will increase throughout the city by approximately 0.00237%.

The Projected Residential Density designation will not change with this application. However, even in the event the Medium to High Density designation on this property were to be eliminated, it would result in a decrease of only 0.03%. Therefore, this application request will not negatively impact the surrounding land uses, and is not considered to be a major General Plan amendment.

2) Rezoning - CSS & R-4 to MU-3 PAD

i. Request

A rezoning from the existing CSS and R-4 districts is required. Although a hotel has been operating on this Site with two use permits since 1979, subsequent zoning ordinance changes no longer permit a hotel in the R-4 zoning district either with or without a use permit. As a result, we must request this rezoning to the more appropriate zoning district of MU-3 PAD.

ii. MU-3 PAD zoning district details

The MU-3 zoning district was chosen as the most compatible zoning district for this area and the use. We are in agreement with planning staff that this is the best choice of district. Since the vast majority of this area along Scottsdale Road is designated as Mixed-Use under the General Plan, a Mixed-Use zoning district follows the plan for this area. Also, the MU-3 development standards are very compatible with the development as proposed and those surrounding the Site. Furthermore, all Mixed-Use zoning districts require a PAD be approved to set the development standards for the project. This helps to insure that the project as proposed will be developed - not something else larger or more intense - creating certainty for the community. As a result proposed deviations would require a future PAD amendment be approved by the City Council.

As part of the MU-3 zoning, a residential use is required to be mixed with the other non-residential uses. The extended stay component of the Hampton Inn & Suites helps satisfy this requirement. Similar to a residential use, some of the extended stay guests remain at the property for up to 6 months at a time, living in the larger 1- or 2-bedroom suites with full kitchens or kitchenettes. As mentioned previously, some of these guests are relocating for business, some are vacationing, and some are staying for longer business trips. Additionally, this Hampton Inn & Suites will be preparing a plan to allow one or two employees to rent a studio unit on a short term basis as a possible workforce housing component. While we do not know whether this plan will be utilized or is feasible, having such a proposal in place will also help satisfy the residential use requirement.

iii. Compatibility with Surrounding Zoning and Land Uses

This hotel use is highly compatible with the existing conditions as it has been operating here since 1979. The MU-3 zoning is also highly compatible with the surrounding zoning and land uses. Virtually all of Scottsdale Road on both sides between Rio Salado Parkway and McKellips Road is zoned commercial or industrial (CSS, PCC-1, GID, and County IND-2) and used for commercial business. (Please see included Zoning Map). A small amount of land along this one mile stretch of Scottsdale Road is zoned R-4, but only a small 300' strip is both zoned R-4 and used for residential apartment use, just north of and adjacent to the Site. Three of the four R-4 zoned parcels are used for hotel uses such as the Executive Suites Extended Stay and Motel 6 Hotels at Lilac Drive, and the Hampton Inn & Suites on the Site. (Please see included Zoning and Land Uses Map).

Additionally, this MU-3 zoning is highly compatible with the General Plan designations in this same area. All of the properties fronting Scottsdale Road within a half-mile of the Site north and south are currently designated as Mixed-Use or Commercial on the Projected Land Use Map, with the vast majority designated as Mixed-Use. (Please see included General Plan Projected Land Use Map.) Similarly, that same general area is designated as Medium Density (up to 15 du/ac) and Medium to High Density (up to 25 du/ac) on the Projected Residential Density Map. (Please see included General Plan Projected Residential Density Map.)

(a) Surrounding Zoning and Land Use

The adjacent surrounding zoning, General Plan Projected Land Use Designation, General Plan Projected Residential Density, and use are as follows:

	Zoning	GP Projected Land Use Designation	GP Projected Residential Density	Use Type
Site	CSS & R-4	Mixed-Use & Residential	Medium to High Density (up to 25 dua)	Hampton Inn & Suites
N	R-4	Residential	Medium to High Density (up to 25 dua)	Apartment complex
NE	R-4	Residential	Medium to High Density (up to 25 dua)	Apartment complex
E	R-4	Residential	Medium to High Density (up to 25 dua)	Apartment complex
SE	R-2	Residential	Medium Density (up to 15 dua)	Single-Family Residential
S	CSS & R-2	Mixed-Use & Residential	Medium Density (up to 15 dua)	Single-Family Residential
SW	CSS	Mixed-Use	Medium to High Density (up to 25 dua)	Industrial/Commercial
W	CSS	Mixed-Use	Medium to High Density (up to 25 dua)	Industrial/Commercial
NW	CSS	Mixed-Use	Medium Density (up to 15 dua)	Commercial

(b) Compatibility with Surrounding Development

As mentioned above, the surrounding development pattern along Scottsdale Road in this area is virtually all commercial or industrial. Development directly adjacent to the Site includes a 7-11 Convenience Store at the southwest corner, high-density apartments to the north and east, a 16' residential alley to the south/southeast, and a single-lot deep strip of residential homes between the alley and Weber Drive south/southeast of the Site. (Please see included Aerial maps). Because of its residential feel, landscape buffering and generous setbacks, his use and zoning will be highly compatible with its surroundings.

iv. Conformance with General Plan Elements

Many of the goals and objectives of the General Plan Elements will be met by this proposal, as explained more fully below.

(a) Conformance with Proposed Land Use Map

The General Plan Amendment changes the projected land use designation for the Site from Residential to Mixed-Use. As seen on the Proposed Land Use Map, this will make a uniform land use designation of Mixed-Use for properties along Scottsdale Road in this area. (Please see

included General Plan Proposed Land Use Map.) Rezoning the site from CSS and R-4 to MU-3 PAD will ensure that the zoning and future development of the Site is in conformance with the Proposed Land Use Map designation of Mixed-Use.

This project is in conformance with the Mixed-Use General Plan designation as it will provide the desired environment with opportunities to live, work, and recreate. According to Tempe's General Plan, a Mixed-Use designation encourages creatively designed developments that generate opportunities to live, work, and play within the Site or surrounding area. The MU-3 PAD zoning is highly compatible with these principles. Additionally, redevelopment of the Site with a 4-sotry hotel will encompass the criteria for development by maintaining a reasonable scale to the surrounding neighborhood. The Site's location is prime for access to various modes of transportation, and the hotel's established extended stay and vacation guests are able to take advantage of those transportation opportunities. Also, the hotel attracts business from nearby Phoenix Sky Harbor International Airport which is a prime transportation node. Redevelopment of the Site with a new hotel will draw on the existing hotel, commercial, and multi-family residential developments to create an active environment that enhances this neighborhood.

(b) Conformance with General Plan Elements Goals and Objectives

1. Land Use Element

The Land Use element is used to guide future development and make land use decisions that maintain an active, livable, and economically sustainable city. (Tempe General Plan, p. 65)

This project meets both the overall goal of the Land Use Element and many of the objectives.

<u>Goal</u>
"The goal of the Land Use element is to foster development that conserves resources and enhances the environment in which people live, lean, work, and play."

<u>Objectives</u>
- Encourage reinvestment and redevelopment appropriate to a particular area
- Develop and implement plans that address particular geographic area needs
- Promote neighborhood preservation and enhancement
- Ensure that new development will be consistent with general plan goals

This proposal is a reinvestment and redevelopment of an existing use. The existing development intensity in the surrounding area is compatible with a 4-story hotel which is an appropriate development for this area. The project will integrate with the existing Hampton Inn & Suites and provide a needed service for the surrounding area. With close proximity to ASU, Phoenix Sky Harbor International Airport, and Loop 202, the Site is uniquely situated to accommodate a hotel that can serve the needs of Tempe residents and visitors alike.

The new Hampton Inn & Suites development will enhance the surrounding neighborhood by upgrading an existing site and encouraging surrounding property owners to do the same. The upgrades that will be made to the Site represent new development that is consistent with the

goals the city has established in the General Plan. Hampton's investment in the Site is also an investment in the neighborhood, and will help preserve the integrity of the surrounding properties - some of which could significantly benefit from reinvestment.

2. Community Design Element

The Community Design Element relates to Tempe's focus on design, sustainability, and quality of life. The policies and programs created with this element in mind have shaped Tempe's standards for design and the built environment.

Goal

"The goal of the Community Design Element is to develop standards that will enhance the community's quality of life for future generations."

Objectives

- Create recognizable and usable places by enhancing enclosure, connections, permeability and transparency
- Provide focal points
- Respond to climactic factors and human comfort
- Provide opportunities for interaction and observation
- Encourage mixed-use designs
- Encourage architecture that will withstand changes in style and economy, enabling adaptive re-uses in the future
- Promote sustainable concepts
- Maintain or reduce lighting impacts on night skies
- Recognize and celebrate geographic distinctions in architectural character

As a leader in hospitality, Hampton Inn & Suites understands the importance of design in the quality of their hotels and the communities in which they are located - not only for their own financial bottom-line, but also to enhance the experience for the surrounding community. This project uses design standards that ensure the objectives and goal of the Community Design element are met.

Recognizable and usable places are designed into the Site's new layout. The feeling of enclosure is enhanced by the integration of private courtyards. The availability of pedestrian and vehicular connections within the Site's layout increases the impression of connectivity, the experience of visual and physical permeability, and a sense of transparency. Focal points are provided by the building's curved architectural elements along the roofline and the enhanced porte-cochere entry feature that draw the eye visually to these areas.

Climactic factors and human comfort are addressed by the use of covered patios and useable landscaped courtyards which also provide opportunities for social interaction and observation. Careful attention to site lighting reduces lighting impacts on night skies, and significant landscaping throughout the Site will help decrease the potential for environmental heat gain typically seen in desert areas, thereby promoting sustainable ideals.

The architectural character of the buildings and site design take cues from the local colors and materials celebrating the Arizona desert geography. The mixture of desert tans with darker rust browns, and the use of stucco elements blended with brick emulate the colors and materials seen in the southwest. This architectural character will withstand changes in style and economy, enabling adaptive re-uses in the future. This Site has already achieved adaptive re-use and is positioned for potential future re-use as well. This Site was originally developed as an apartment complex in the 1970's and transitioned into a hotel in 1979. In the event it is ever necessary, such re-use of this Site may again be possible.

Finally, this redevelopment encourages mixed-use designs through its the extended stay, potential one to two housing units, meeting facility and conference facility uses. This mix of uses insures the surrounding community will be able to utilize this Hampton Inn & Suites for not only hotel stays, but also for the frequent business meetings, conventions and weddings at the Site.

3. Housing and Redevelopment Elements

The Housing Element is designed to provide access to housing for all segments of the community by identifying and analyzing existing and projected housing needs. The Redevelopment Element identifies policies and strategies to encourage reinvestment and revitalization.

Goals

"The goal of the Housing Element is to provide diverse housing opportunities for current and future residents, for all income levels and household types, with a specific focus on providing affordable housing programs to help those with the greatest need."

"The goal of the Redevelopment element is to sustain or maximize the efficiency of land uses within areas of stagnation or decline by providing the best economic, social and cultural potential through local policies and programs that minimize or mitigate slum and blight or other conditions affecting public health, safety and welfare."

Objectives

- Encourage mixed-income-level housing developments and neighborhoods
- Increase homeownership rate with an emphasis on creating opportunities for the moderate-income population
- Encourage reinvestment, revitalization, redevelopment or reuse
- Prevent and eliminate slum and blight
- Stimulate private investment
- Attract new development

This Hampton Inn & Suites redevelopment meets all of these Objectives. Its extended stay availability encourages a style of living that doesn't generally exist in the area, providing housing-style accommodations for business relocation guests, and for spring and winter extended stay visitors. The potential for one or two employee housing units also furthers this objective. Hampton Inn & Suites hopes this redevelopment will encourage property reinvestment and pride

in the neighborhood, possibly increasing the homeownership rate or create new opportunities for the moderate-income population in this area.

Redevelopment as proposed for this project represent a significant reinvestment and revitalization in this neighborhood. This Hampton Inn & Suites redevelopment improves the Site and prevents blight in the surrounding area. The economic potential of the Site is advanced by offering a range of room choices, including extended stay, and providing desirable amenities. The private investment in this property can generate an upward trend of future private investment in the area. The overall improvements to the Site and added amenities are also likely to attract new development.

4. Neighborhood Element

The Neighborhood element identifies strategies that community members may use to participate in land use planning, to ensure efficient and cost-effective service delivery and maintain and improve neighborhoods. (Tempe General Plan)

Goal

"The goal of the Neighborhoods Element is to provide a participatory planning process to guide planning and to promote programs that enhance neighborhoods and encourage a sense of community."

Objectives

- Educate and involve the public in city processes
- Allow for public comment through all stages of a clearly defined planning process
- Ensure that the planning process is open to all residents and businesses of the community
- Allow for honest expressions of opinion, even if they differ from those of the majority
- Attain the best neighborhood maintenance and management
- Promote neighborhood preservation and enhancement
- Promote a safe neighborhood environment
- Minimize traffic impacts
- Develop walkable communities
- Promote alternative modes of transportation

Hampton Inn & Suites redevelopment is dedicated to its surrounding neighborhood and through this re-investment is also enhancing the area. Hampton is committed to improving the Site with the input of the surrounding neighborhood and neighborhood associations though neighborhood meetings and one-on-one contact. In doing so, this project will proceed with the best interest of the neighborhood in mind. The property owner and development team will work with interested citizens to ensure that the project does not have a negative impact on the surrounding area.

Traffic impacts are mitigated by the use of the Hampton Inn & Suites shuttle bus which provides rides to and from the airport and local dining, entertainment and cultural venues. This amenity reduces the number of vehicular trips per guest that would otherwise be created by guests driving to and from events separately. Hampton Inn & Suites also promotes alternative modes of

transportation by giving guests information about the availability of light rail, the upcoming streetcar system, bike routes and bus schedules.

5. Economic Development Element

The Economic Development element outlines Tempe's approach to generating business and development opportunities within the city. Much of the development focus in Tempe is on redevelopment while also highlighting Tempe as a tourist destination.

Goal
"The goal of the Economic Development Element is to stimulate a sustainable, diversified, and vibrant economy while preserving the Tempe vision and values."

Objectives
- Develop an improved local business climate that fosters private business investment
- Develop an increased tax base
- Remain flexible in a constantly changing economy
- Attract businesses and employers that provide jobs paying wages at or above the regional average

Development of a new Hampton Inn & Suites on this Site successfully meets all of these Objectives. The additional rooms will generate more bed tax income for the city, thereby increasing the city's tax base. It will also improve the local business climate by encouraging reinvestment in private businesses, and strengthen Tempe's tourism base. The Hampton Inn & Suites brand is sought out by their guests when traveling to destinations, and this project will help bring those travelers to Tempe. The increase in guests will result in an increase for surrounding businesses, and even Downtown Tempe. New jobs within the city will be created by the hotel, and its success will attract new businesses and employers generating additional jobs.

6. Cost Of Development Element

The Cost of Development Element identifies policies and strategies to require developers to pay toward the cost of public infrastructure and service needs generated by new development, with appropriate exceptions when in the public interest. (Tempe General Plan.)

Goal
"The goal of the Cost of Development Element is to ensure funding availability for growth and maintenance of all planned development, both public and private."

Objectives
- Encourage development that does not exceed planned infrastructure or service capacity
- Ensure that land use intensification or redevelopment provide for necessary infrastructure or service capacity
- Provide opportunities for development, which benefit the community

This redevelopment will fit well into the existing infrastructure and service capacity that has been serving this use for over thirty years, and the new development on this Site will not exceed that capacity. All necessary improvements for infrastructure and service will be provided by the property owner as required based on the intensification of the use created by the development.

7. Transit, Travelways, Motorists, & Aviation Elements

As part of the Transportation Chapter of the General Plan, the Transit, Travelways and Motorists elements are part of the city's strategy for development of a transportation system that integrates with land use. With Phoenix Sky Harbor within one mile of Tempe's border, aviation is a critical component of the regional transportation system, and serves many businesses and residents in Tempe. The overall theme for the transportation elements is that development takes advantage of a site's proximity to all available modes of transportation.

Goals

"The goal of the Transit Element is to coordinate Tempe's Transit Plan with the overall transportation plan to support increased ridership."

"The goal of the Travelways Element is to encourage the development of a street and rail network in Tempe that balances the needs of various types of travelers and more fully serves all modes of transportation."

"The goal of the Motorists Element is to ensure that persons who choose to travel in privately-owned vehicles on the streets and freeways of Tempe will be able to do so safely and efficiently."

"The goal of the Aviation Element is to facilitate safe land uses, minimize noise impacts, and promote easy access to and between different modes of transportation, both within Tempe and in the larger regional context."

Objectives

- Encourage regional approaches to multi-modal transportation
- Coordinate with regional and federal aviation authorities on aviation issues

Due to the Site's proximity to Sky Harbor and location just north of the freeway on a major arterial street, access to all modes of transportation is readily available. The shuttle service offered by the hotel reduces the need for visitors to obtain rental cars and encourages the use of Tempe's public transit system. For visitors who are using their own cars or rental cars, the Site's design provides safe access and adequate parking.

A hotel use in such close proximity to an airport is very desirable to leisure and business travelers alike. Because the site is not only close to the airport, but also to other forms of transportation, the property owner has used this unique access amenity to create a relationship with aviation employees. This has established a client base that is regularly drawn to the site from the airport.

3) Planned Area Development Overlay

i. Request

A Planned Area Development Overlay ("PAD") is required as part of the MU-3 zoning district request. Additionally, it will help set the development standards for this project to provide the community with assurances regarding the type of development proposed. This assurance comes into play in the event a project is not completed, any new project would have to be developed according to the PAD development standards, or receive a full PAD amendment through the City Council hearing process. That process would also include full neighborhood meeting requirements and input, thereby assuring the community has a say in any changes.

ii. PAD Development Standards Table*

Development Standard Type	MU-3 Development Standards	Development Standards Proposed in PAD
Residential Density (DU/acre)	25	<1
Building Height (feet)		
Building Height Maximum	50'	55'-0"
Building Height Step-Back Required Adjacent to SF or MF District	Yes	Yes (N, E, & S)
Max Lot Coverage (% of net site area)	NS	50%
Min Landscape Area (% of net site area)	NS	20%
Setbacks (feet)		
Front		
Building Wall	NS	±6'
Parking	20'	20'
Side		
Building Wall	NS	35' (30' at SWC of porte-cochere)
Street Side		
Building Wall	NS	-N/A-
Parking	20'	-N/A-
Rear		
Building Wall	NS	35'
Parking		
Hotel rooms	1:room	1:room
Office/admin	1:300	1:300
Conference/meeting	1:125	1:125
Residential	studio (1/room)	studio (1/room)

* Please see included PAD cover sheet.

iii. City of Tempe PAD approval criteria:

(a) Identify and provide justification for the specific modification(s) to the general development standards;

This Hampton Inn & Suites PAD proposes to modify only one MU-3 development standard - a building height increase by just 5'-0". The building height measured to the top of the parapet is proposed to be 55'-0", with stair towers and a main elevator tower height of 57'-11" in a few locations along the building façade. Justification for this modification lies in the appropriate and efficient use of land. Originally, Hampton Inn & Suites proposed a shorter building with a higher lot coverage. However, the property owner agreed with planning staff that a slightly taller building would be a more efficient footprint while remaining compatible with the surroundings. This also allowed for all parking standards to be met, and development of more open space throughout the Site.

This PAD is also setting in place six other MU-3 development standards to insure the development will occur as proposed. Those development standards are:

Standard	Required	Proposed
Residential Density	25	<1
Lot Coverage	NS	50%
Landscape Area	NS	20%
Front Building Setback	NS	±6'
Side Building Setback	NS	35' (30' at SWC of porte-cochere)
Rear Building Setback	NS	35'

(b) Explain how the PAD Overlay District accommodates, encourages, and promotes innovatively designed developments involving residential and/or nonresidential land uses, which form an attractive and harmonious unit of the community; and

This PAD accommodates, encourages, and promotes innovatively designed development by allowing the redevelopment of this Site. The reinvestment in this property creates an attractive and harmonious unit of the community that provides additional tax base, community amenities, and tourism opportunities.

(c) Describe how the PAD Overlay District is deemed appropriate or necessary, and traditional zoning regulations are replaced by performance considerations to fulfill the objectives of the General Plan.

A PAD Overlay is required as part of any Mixed Use zoning district request, and therefore is necessary to this development. Since this area along Scottsdale Road is almost completely designated Mixed-Use on the General Plan's Proposed Land Use map, a Mixed Use zoning

district is the most appropriate district to fulfill the objectives of the General Plan. As a result, the MU-3 zoning district has been chosen as the appropriate district to use.

The performance criteria have been set to match as closely as possible the existing conditions on the Site. For example,

- The existing R-4 zoning district allows lot coverage of 60% and this PAD limits lot coverage to only 50%;
- The R-4 side and rear building setbacks are only 10', however this PAD increases those setbacks to 35'; and
- The existing R-4 zoning district permits buildings 40' tall, whereas this PAD requests only 55'.

As a result, the PAD will allow this redevelopment blend into the existing developed fabric, closely matching the existing development envelopes.

4) Development Plan Review

i. Building

The exterior design of the building features a contemporary architecture with vibrant modern colors contrasted with natural stone. Metal barrel roof elements provide interest to the roofline, and are echoed at ground level by curved metal canopies at the pedestrian entries and the vehicular porte-cochere. The hotel ground level extends on the south side into the outdoors via a folding window-wall partition that leads to covered patio seating with an outdoor fireplace, and on the north side to a lush and spacious pool patio. The pool patio features a spa secluded with a ramada that echoes the design language of the hotel. The west facing hotel elevation engages the Scottsdale Road pedestrian space through the use of low landscaping walls for scale and texture at ground level, and curved cantilevered balconies above that create interest from the pedestrian perspective and pick up styling cues of the roofline above.

West Elevation along Scottsdale Road

South Elevation - Main Entry

ii. Landscape

(a) Existing Landscape Conditions

The existing landscaping has an informal character and consists mainly of mature evergreen trees, tall palm trees, shrubs, ground covers and annuals. There is lawn in the street frontage and decomposed granite in all planting areas on the site. The plant material consists of African Sumac, Eucalyptus, Ficus, Olive, and Pine trees, a variety of palm trees, and shrubs such as Cassia, Dwarf Oleander, Lantana, Ruellia and Texas Sage.

The street frontage has a lush green character and contains mature evergreen canopy trees, tall palm trees and lawn along the entire length. A Mexican fountain placed in a bed of annuals provides a focal point at the main entry to the hotel site. There are potted plants at the entry to the office and a covered patio area surrounded by lush landscaping in the rear. There are two pools that are located in separate courtyards and are landscaped with palm trees and shrubs. Two other courtyards contain seating areas, artificial turf putting greens and palm trees. The landscape areas along the perimeter of the site and in parking areas are sparsely planted with trees.

The plants are irrigated by an automatic drip irrigation system and spray heads irrigate the lawn areas. The irrigation system currently irrigates both the existing hotel site that will remain, as well as the portion of the site where the new hotel will be built.

(b) Landscape Concept for the New Hotel

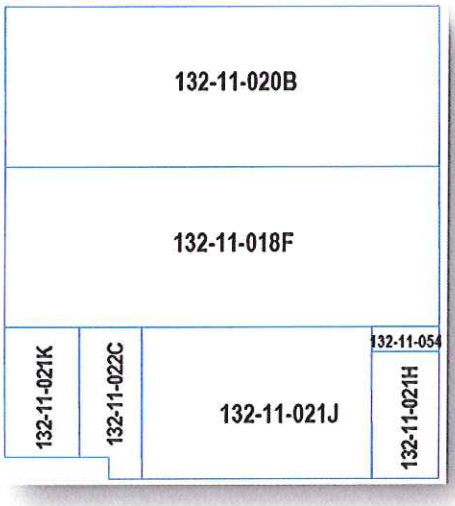
The landscape concept for the new hotel is to create an inspiring yet relaxing environment for the guests of the hotel. The design will utilize evergreen trees, shrubs and ground covers to provide a lush green character throughout the year and also blend with the landscaping of the existing hotel that will remain. There will be special emphasis placed on the landscaping along the street frontage, the entry into the site, the hotel's entry / covered drop off area, the outdoor seating / patio area and the area around the pool. A staggered double row of evergreen trees will be planted 15' on center along the south property line to provide a screening buffer between the hotel and the single family residential properties and a single row of evergreen trees will be planted at 20' on center along the east property line to provide a screening buffer between the hotel and the multi-family development. The parking areas will be landscaped with trees and ground covers to 'visually soften' and break up the expanse of the parking area.

The irrigation system for the new hotel site will be separate from the irrigation system for the existing hotel that will remain. The existing irrigation system will be cut and capped at the new property line between the two hotel sites. A new automatic drip irrigation system will be installed to irrigate the landscaping for the new hotel site.

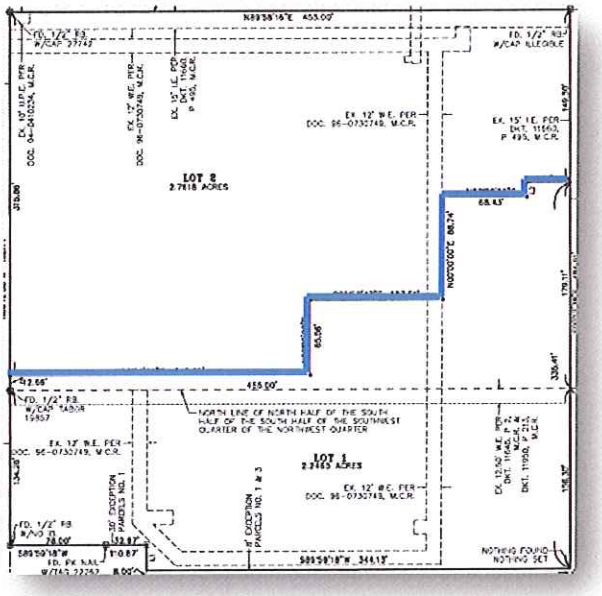
The landscape design will meet all City of Tempe Landscape Ordinances and C.P.T.E.D. requirements.

5) Plat - To Consolidate 7 Parcels into 2 Parcels

A plat is required to consolidate the existing seven (7) parcels into two (2) lots. This consolidation will accommodate the development proposal to keep the existing northern hotel buildings and site while re-developing the southern portion of the Site. The new development will be located on the 2.2465 acre Lot 1, and the existing northern hotel portion will be located on the 2.7618 acre Lot 2. (Please see included Preliminary and Final Plat). Finally, this Plat will conform to the requirements and objectives of the General Plan, or any parts thereof, as adopted by the Commission and the City Council as well as to the requirements of the Zoning and Development Code and to other ordinances and regulations of the city, and to the Arizona Revised Statutes.



Existing Lot Configuration - Prior to Plat

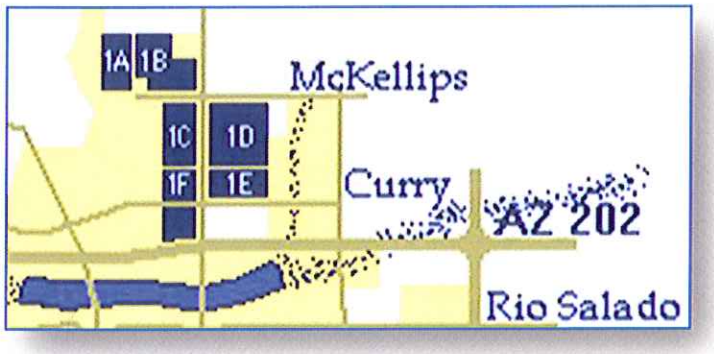


Proposed Plat - 2 Lots

C. Neighborhood Outreach

The Site is located within the North Tempe Neighborhood Association boundaries. Specifically, the Site is within the Indian Bend Neighborhood Association (1D). The East Rio Neighborhood Association (1E) is just to the south, the West Rio Neighborhood Association (1F) is to the southwest, and the Cavalier Hills Neighborhood Association (1C) is to the west and northwest. The Canal Park (1A) and College (1B) Neighborhood Associations are located northwest of the Site.

Hampton Inn & Suites proposes to schedule a neighborhood meeting soon after this application is filed, and provide availability to meet with anyone interested in the project on an ongoing basis. Hampton believes in open communication and hopes that this redevelopment will spur investment by other commercial and residential property owners. We will work hard to address



Nearby Neighborhood Association Locations

every comment received and will submit information from the neighborhood meeting to the city within the Ordinance-required time periods, outlining both the comments received and our responses to resolve any outstanding issues.

D. Conclusion

In conclusion, this redevelopment and reinvestment project by Hampton Inn & Suites will be a compatible development for this area, meeting many goals and objectives of the General Plan, prevailing General Plan Land Use designations and existing land uses within at least one-half mile. The proposed MU-3 zoning district is the most appropriate zoning district for this use given the use and the General Plan context. The additional bed taxes raised by this redevelopment will help the city increase its tax base, and create interest for other property owners to reinvest in their properties. The building design will mesh well into the existing context with its desert colors and materials, and generous landscaping.

For the reasons mentioned herein, the owner of this Hampton Inn & Suites respectfully requests approval of the requested Rezoning, Planned Area Development, Development Plan Review, Preliminary & Final Plat.

EXHIBIT Aerial Maps

EXHIBIT Zoning Map

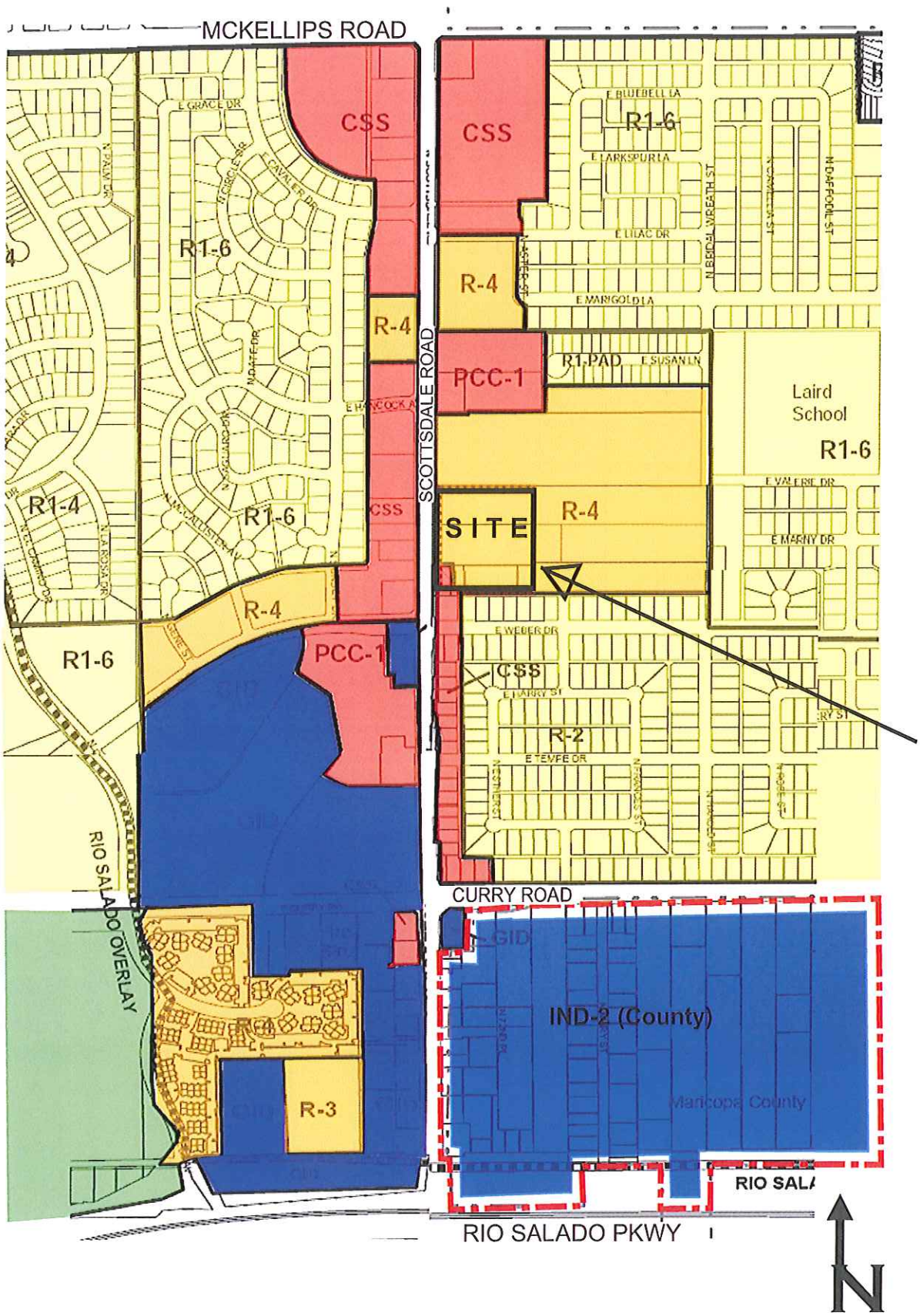
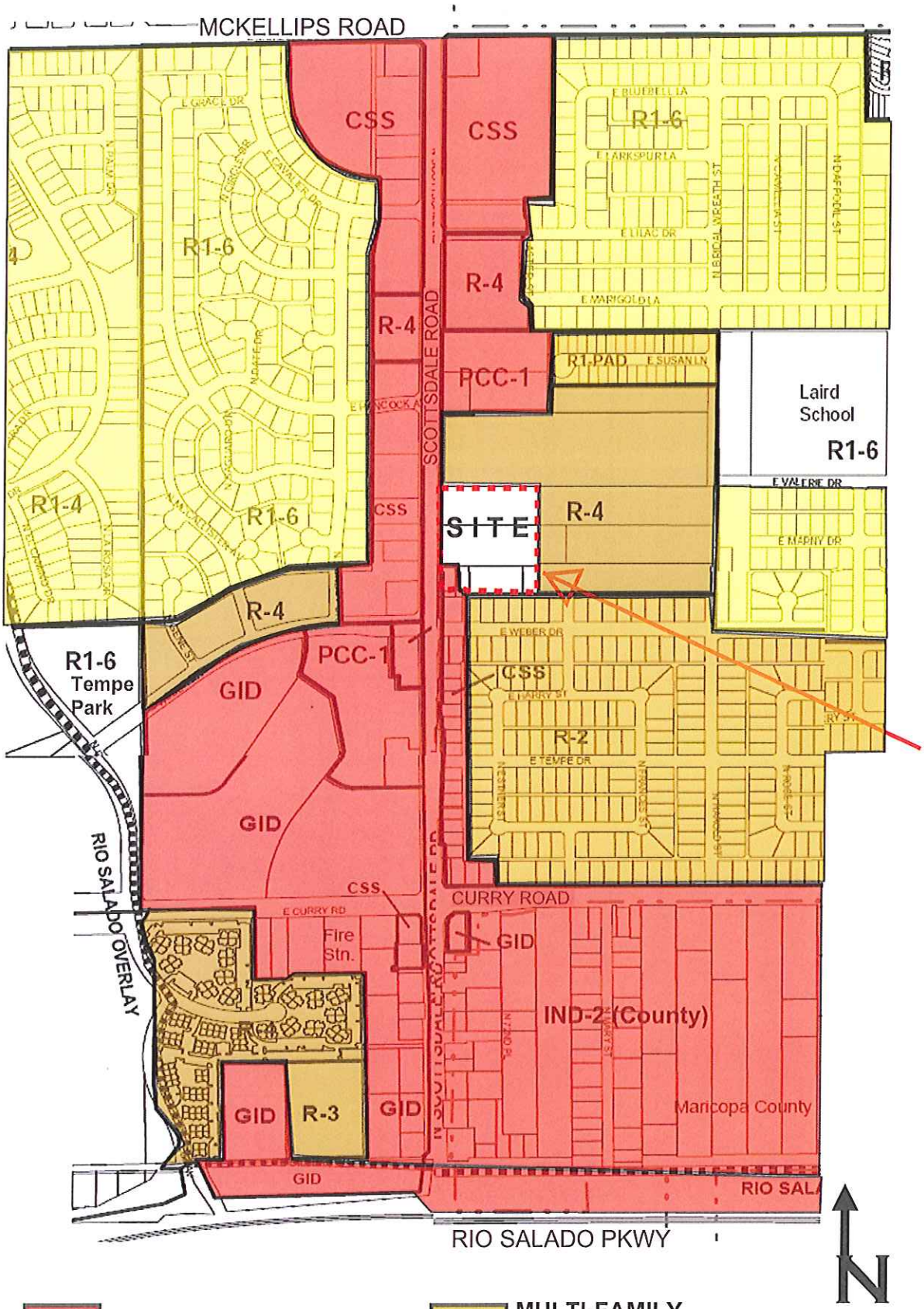


EXHIBIT Zoning & Land Uses Map



COMMERCIAL

MULTI-FAMILY RESIDENTIAL (R-1 PAD & R-2)

MULTI-FAMILY RESIDENTIAL (R-3 & R-4)

SINGLE-FAMILY RESIDENTIAL

EXHIBIT General Plan 2030 - Projected Land Use

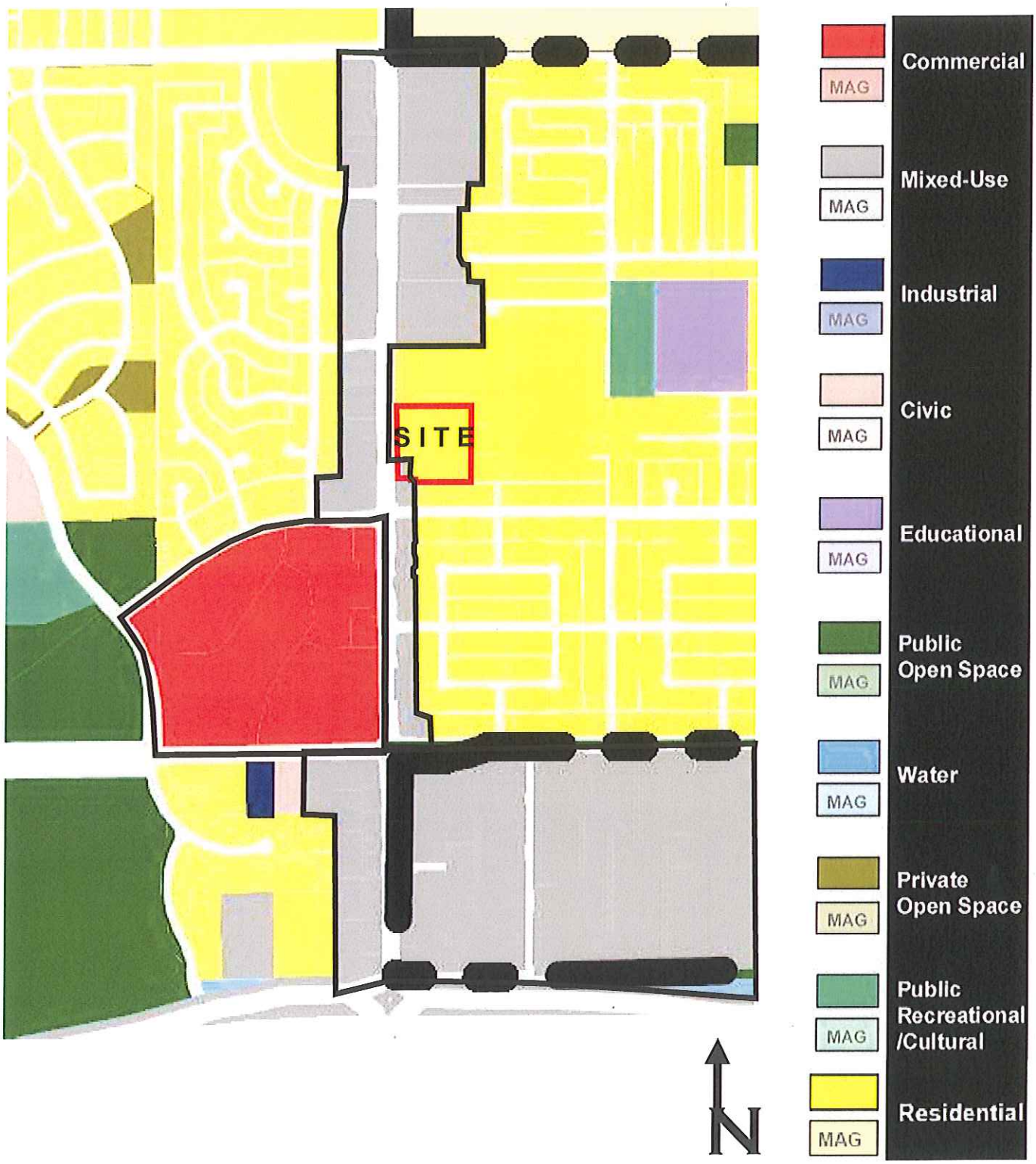
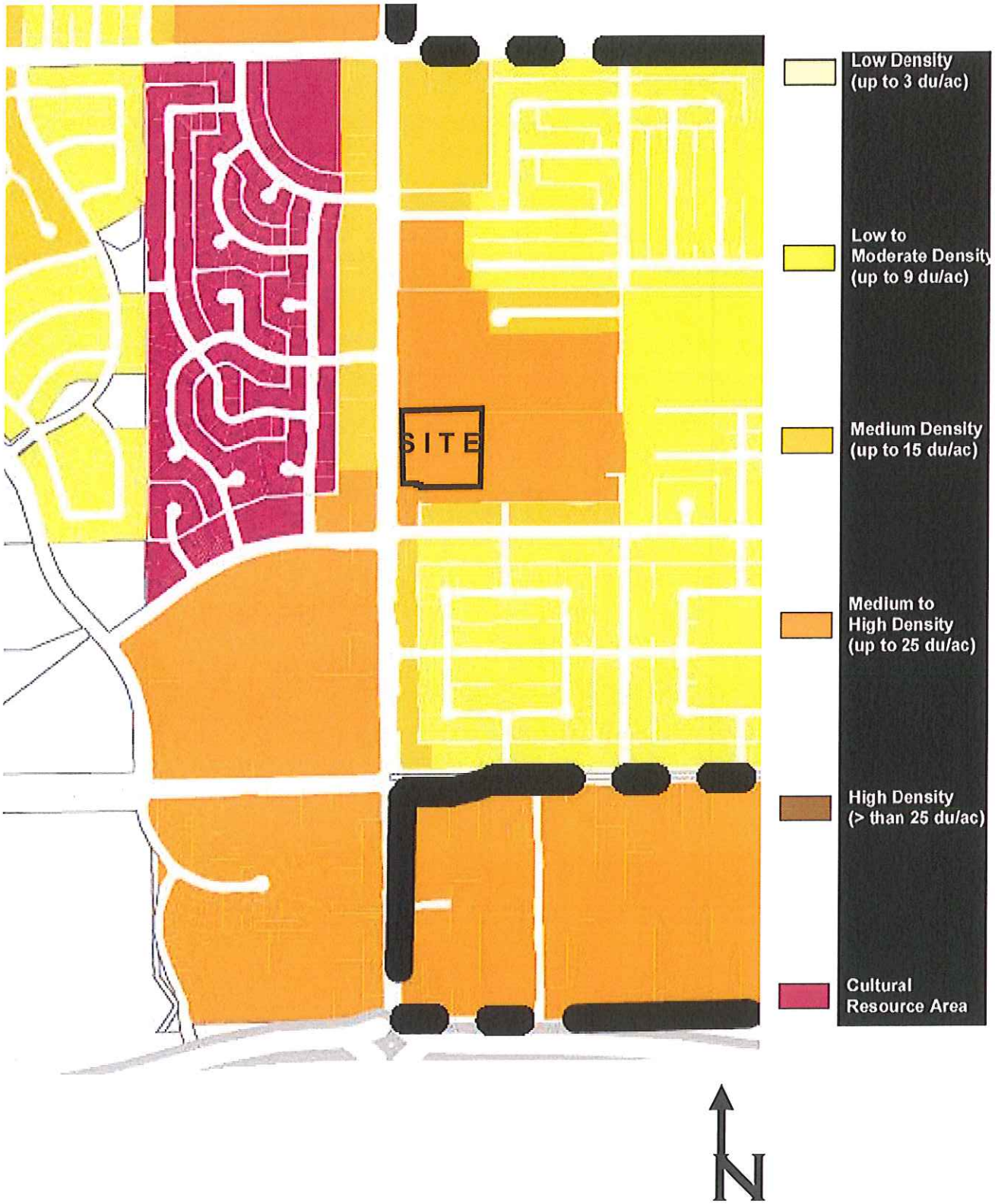
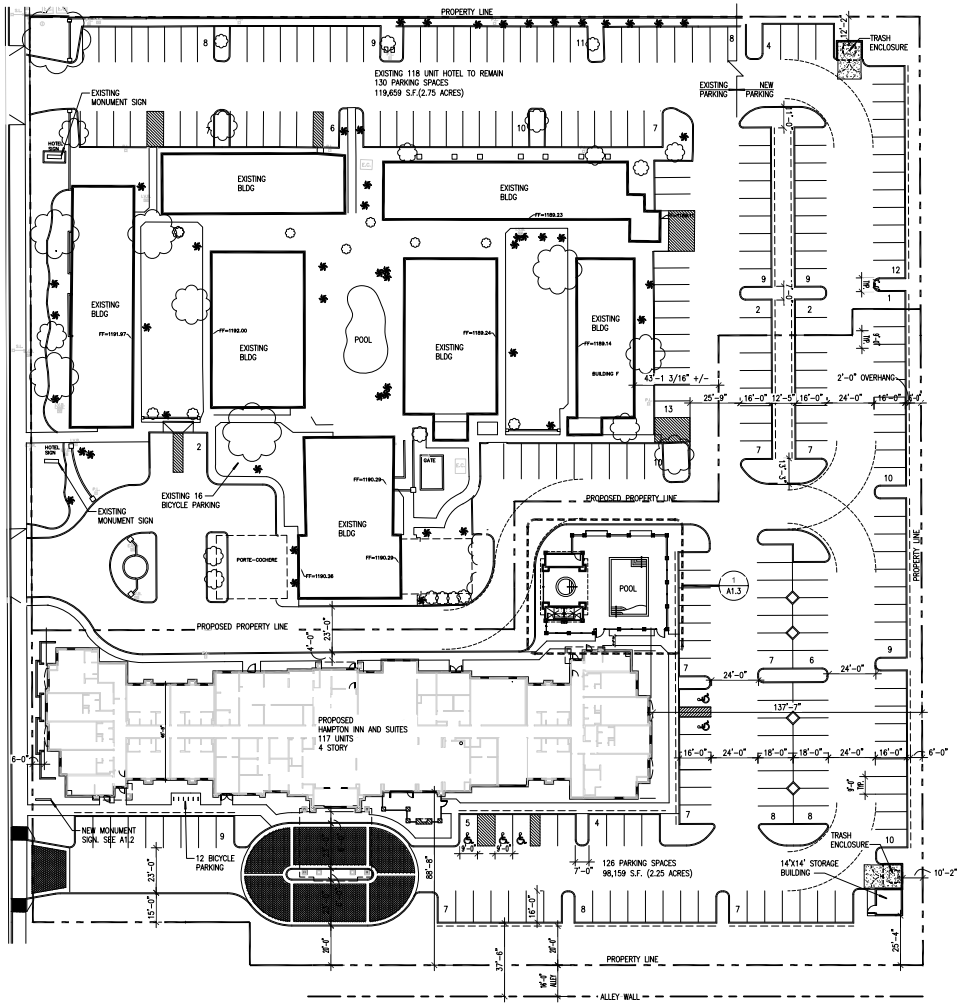


EXHIBIT General Plan 2030 - Projected Residential Density



ATTACHMENT 37

SCOTTSDALE ROAD



OVERALL SITE PLAN
SCALE: 1" = 30'-0"
NORTH

SITE DATA

STREET ADDRESS:	1429 N. SCOTTSDALE RD., TEMPE, AZ
PARCEL #'S:	132-11-020B, 132-11-019F, 132-11-054, 132-11-021H, 132-11-021J, 132-11-022C, 132-11-021K
CURRENT ZONING:	CSS & R4
SITE AREA (ALL PARCELS):	5.01 ACRES (218,161.54 S.F.)
PROPOSED SITE AREA - EXISTING HOTEL:	2.7618 ACRES (120,304 S.F.)
PROPOSED SITE AREA - NEW HOTEL:	2.2465 ACRES (97,857.54 S.F.)

LOT COVERAGE

EXISTING PROPERTY

	AREA (S.F.)	COVERAGE (PROPOSED)
EXISTING HOTEL FOOTPRINT	38,661 S.F.	17.75%
EXISTING HOTEL LANDSCAPE AREA	44,866 S.F.	20.60%

EXISTING HOTEL

	AREA (S.F.)	COVERAGE (PROPOSED)
EXISTING HOTEL FOOTPRINT	25,943 S.F.	21.68%
EXISTING HOTEL LANDSCAPE AREA	28,264 S.F.	23.62%

NEW HOTEL

	AREA (S.F.)	COVERAGE
NEW HOTEL FOOTPRINT (INCLUDING PORTE-COCHERE AND POOL CABANA)	21,008 S.F.	21.40%
NEW HOTEL LANDSCAPE AREA	21,867 S.F.	22.27%

BUILDING DATA

BUILDING HEIGHT

EXISTING BUILDING HEIGHT:	TYPICAL PARAPET HEIGHT - ±35'-0"
NEW HOTEL BUILDING HEIGHT:	BUILDING TYPICAL PARAPET HEIGHT - 50'-0" BUILDING MAX PARAPET HEIGHT - 55'-0" MAX ARCHITECTURAL ELEMENT HEIGHT - 58'-9"

SETBACKS

EXISTING HOTEL BUILDING SETBACKS:	FRONT: 19'-11" SIDE: 69'-9" REAR: 132'-11"
NEW HOTEL BUILDING SETBACKS:	FRONT: 8'-0" SIDE: 34'-4" REAR: 139'-6"

NEW HOTEL AREA BY FLOOR LEVEL

FIRST FLOOR (INCLUDING POOL CABANA AND PORTE-COCHERE):	21,008 S.F.
SECOND FLOOR:	17,526 S.F.
THIRD FLOOR:	18,712 S.F.
THIRD FLOOR:	18,712 S.F.
TOTAL BUILDING AREA:	75,960 S.F.

PARKING ANALYSIS

EXISTING HOTEL - AFTER RENOVATION

HOTEL ROOMS: 1 SPACE PER UNIT	116 SPACES
OFFICES / ADMIN: 1 PER 300 SF	±600 S.F./300 S.F.= 2 SPACES
CONFERENCE: 1 PER 125 SF	1300 S.F./125 S.F.= 10 SPACES
TOTAL PARKING REQUIRED:	128 SPACES
TOTAL PARKING PROVIDED:	128 SPACES
♿ TOTAL ACCESSIBLE PARKING REQUIRED:	5 ACC. PARKING SPACES
♿ TOTAL ACCESSIBLE PARKING PROVIDED:	5 ACC. PARKING SPACES (TOTAL), - OF WHICH IS VAN ACCESSIBLE

WORKFORCE HOUSING UNITS (PROPOSED)

2 WORKFORCE HOUSING UNITS	2 STUDIO UNITS
RESIDENTIAL (1/STUDIO)	2 SPACES
TOTAL PARKING REQUIRED:	2 SPACES
TOTAL PARKING PROVIDED:	2 SPACES

NEW HOTEL - AFTER RENOVATION

HOTEL ROOMS: 1 SPACE PER UNIT	117 SPACES
OFFICES / ADMIN: 1 PER 300 SF	561 S.F./300 S.F.= 2 SPACES
CONFERENCE: 1 PER 125 SF	825 S.F./125 S.F.= 7 SPACES
TOTAL PARKING REQUIRED:	126 STALLS
TOTAL PARKING PROVIDED:	126 SPACES
♿ TOTAL ACCESSIBLE PARKING REQUIRED:	5 ACC. PARKING SPACES
♿ TOTAL ACCESSIBLE PARKING PROVIDED:	5 ACC. PARKING SPACES (TOTAL), 1 OF WHICH IS VAN ACCESSIBLE

BICYCLE PARKING

(BICYCLE COMMUTE AREA)

EXISTING HOTEL - AFTER RENOVATION

HOTEL ROOMS: 1:20	116/20 = 6 SPACES
OFFICES / ADMIN: 1:8,000 SF, MIN 4	±600 S.F./8,000 = 4 SPACES
CONFERENCE: 1:2,000 SF	1300 S.F./2,000 = 1 SPACE
RESIDENTIAL: .075/UNIT	0.75 X 2 UNITS = 2 SPACES
TOTAL BICYCLE PARKING REQUIRED:	13 SPACES
TOTAL BICYCLE PARKING PROVIDED:	16 SPACES

NEW HOTEL - AFTER RENOVATION

HOTEL ROOMS: 1:20	117/20 = 6 SPACES
OFFICES / ADMIN: 1:8,000 SF, MIN 4	561 S.F./8,000 = 4 SPACES
CONFERENCE: 1:2,000 SF	1825 S.F./2,000 = 1 SPACE
TOTAL BICYCLE PARKING REQUIRED:	11 SPACES
TOTAL BICYCLE PARKING PROVIDED:	12 SPACES

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REGISTERED ARCHITECT
CERTIFICATE NO.
34271
SCOTT M. KUTUNEN
Date Signed
ARIZONA, U.S.A.

PK ARCHITECTS

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HAMPTON INN
& SUITES

TEMPE,
ARIZONA

SRP #: 10099

REVISION:	DATE:	COMMENTS:

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PROJECT NO:	10-306
PRINT DATE:	4/21/2011
PROJECT MGR:	REK
CHECKED BY:	SMK

SHEET TITLE:

ARCHITECTURAL
SITE PLAN

SHEET NUMBER:

A1-1

SITE DATA

STREET ADDRESS:	1429 N. SCOTTSDALE RD., TEMPE, AZ
PARCEL #'S:	132-11-020B, 132-11-019F, 132-11-054 132-11-021H, 132-11-021J, 132-11-022C 132-11-021K
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PROPOSED SITE AREA – NEW HOTEL:	2.2465 ACRES (97,857.54 S.F.)

LOT COVERAGE

EXISTING PROPERTY		
	AREA (S.F.)	COVERAGE (PROPOSED)
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EXISTING HOTEL		
	AREA (S.F.)	COVERAGE (PROPOSED)
EXISTING HOTEL FOOTPRINT	25,943 S.F.	21.68%
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NEW HOTEL		
	AREA (S.F.)	COVERAGE
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NEW HOTEL LANDSCAPE AREA	21,867 S.F.	22.27%

BUILDING DATA

BUILDING HEIGHT	
EXISTING BUILDING HEIGHT:	TYPICAL PARAPET HEIGHT – ±35'-0"
NEW HOTEL BUILDING HEIGHT:	BUILDING TYPICAL PARAPET HEIGHT – 43'-2" MAX ARCHITECTURAL ELEMENT HEIGHT – 57'-11"
SETBACKS	
EXISTING HOTEL BUILDING SETBACKS:	FRONT: 19'-11" SIDE: 69'-9" REAR: 132'-11"
NEW HOTEL BUILDING SETBACKS:	FRONT: 8'-0" SIDE: 34'-4" REAR: 139'-6"
NEW HOTEL AREA BY FLOOR LEVEL	
FIRST FLOOR (INCLUDING POOL CABANA AND PORTE-COCHERE):	21,008 S.F.
SECOND FLOOR:	17,526 S.F.
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TOTAL BUILDING AREA:	75,960 S.F.

PARKING ANALYSIS

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OFFICES / ADMIN: 1 PER 300 SF	±600 S.F./300 S.F.= 2 SPACES
CONFERENCE: 1 PER 125 SF	1300 S.F./125 S.F.= 10 SPACES
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TOTAL PARKING PROVIDED:	128 SPACES
♿ TOTAL ACCESSIBLE PARKING REQUIRED:	5 ACC. PARKING SPACES
♿ TOTAL ACCESSIBLE PARKING PROVIDED:	5 ACC. PARKING SPACES (TOTAL), – OF WHICH IS VAN ACCESSIBLE
WORKFORCE HOUSING UNITS (PROPOSED)	
2 WORKFORCE HOUSING UNITS	2 STUDIO UNITS
RESIDENTIAL (1/STUDIO)	2 SPACES
TOTAL PARKING REQUIRED:	2 SPACES
TOTAL PARKING PROVIDED:	2 SPACES
NEW HOTEL - AFTER RENOVATION	
HOTEL ROOMS: 1 SPACE PER UNIT	117 SPACES
OFFICES / ADMIN: 1 PER 300 SF	561 S.F./300 S.F.= 2 SPACES
CONFERENCE: 1 PER 125 SF	825 S.F./125 S.F.= 7 SPACES
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♿ TOTAL ACCESSIBLE PARKING REQUIRED:	5 ACC. PARKING SPACES
♿ TOTAL ACCESSIBLE PARKING PROVIDED:	5 ACC. PARKING SPACES (TOTAL), 1 OF WHICH IS VAN ACCESSIBLE

BICYCLE PARKING

(BICYCLE COMMUTE AREA)

EXISTING HOTEL - AFTER RENOVATION	
HOTEL ROOMS: 1:20	116/20 = 6 SPACES
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HOTEL ROOMS: 1:20	117/20 = 6 SPACES
OFFICES / ADMIN: 1:8,000 SF, MIN 4	561 S.F./8,000 = 4 SPACES
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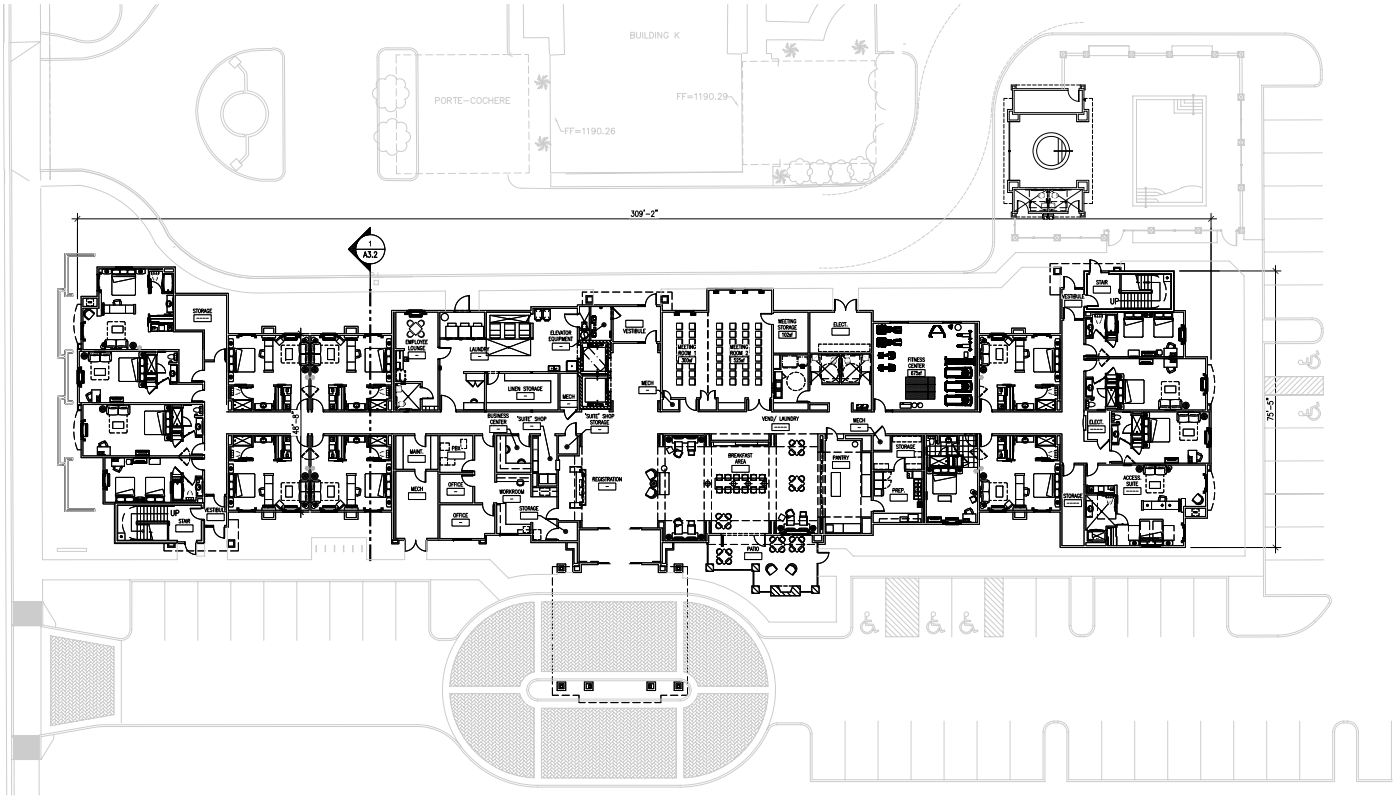

FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"
NORTH

REGISTERED ARCHITECT
CERTIFICATE NO.
34271
SCOTT M. KUTUNEN
Date Signed
ARIZONA, U.S.A.

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HAMPTON INN & SUITES

TEMPE, ARIZONA

SRP #: 10099

REVISION:	DATE:	COMMENTS:

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PROJECT NO:	10-306
PRINT DATE:	4/21/2011
PROJECT MGR:	REK
CHECKED BY:	SMK

SHEET TITLE:

FIRST FLOOR PLAN

SHEET NUMBER:

A2-1

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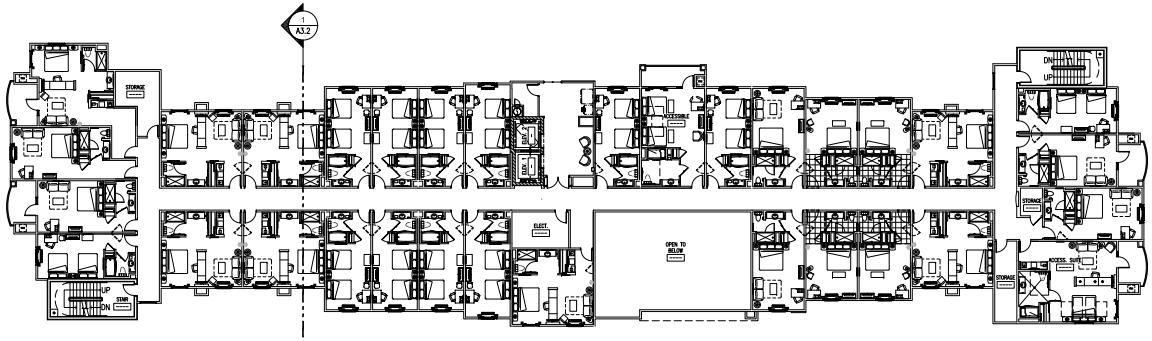

SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"
NORTH

REGISTERED ARCHITECT
CERTIFICATE NO.
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PROJECT NO:	10-306
PRINT DATE:	4/21/2011
PROJECT MGR:	REK
CHECKED BY:	SMK

SHEET TITLE:

SECOND FLOOR PLAN

SHEET NUMBER:

A2-2

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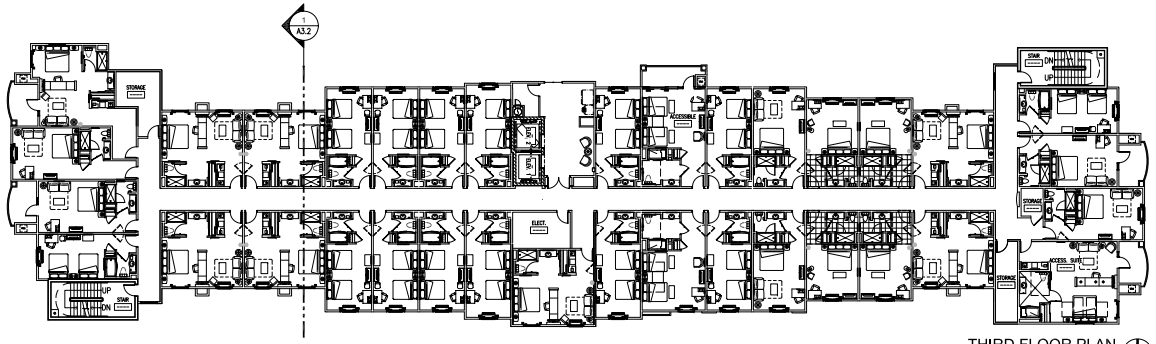
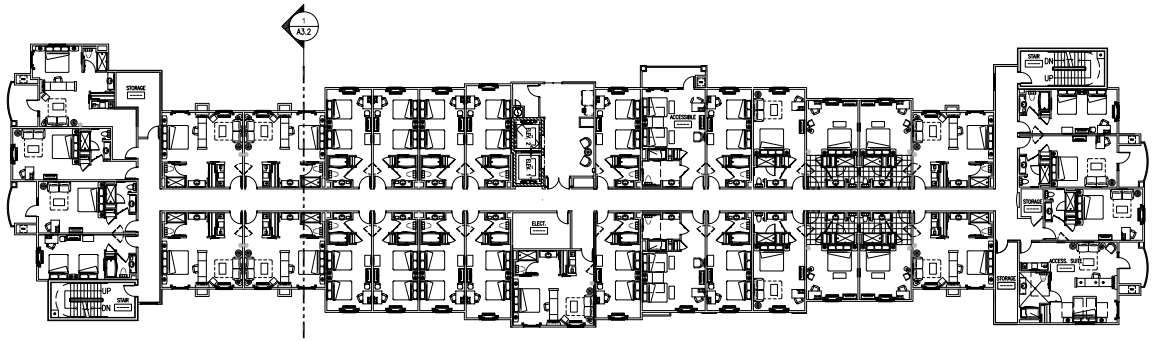


THIRD FLOOR PLAN
SCALE: 1/16" = 1'-0"
NORTH



FOURTH FLOOR PLAN
SCALE: 1/16" = 1'-0"
NORTH

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SRP #: 10099

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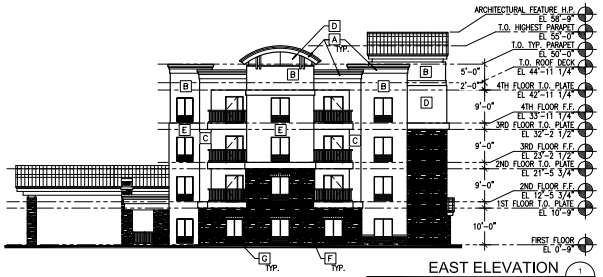
PROJECT NO:	10-306
PRINT DATE:	4/21/2011
PROJECT MGR:	REK
CHECKED BY:	SMK

SHEET TITLE:

THIRD
& FOURTH
FLOOR PLANS

SHEET NUMBER:

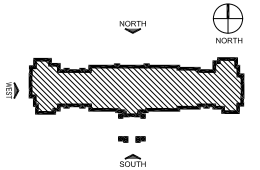
A2-3



EAST ELEVATION (1 / A3.1)
SCALE: 1/16" = 1'-0"

WEST ELEVATION (2 / A3.1)
SCALE: 1/16" = 1'-0"

KEYMAP:



MATERIAL LEGEND

A	STUCCO – COLOR DE6209 ROCK 'N' OAK (LRV 19)
B	STUCCO – COLOR DE6199 PALE BEACH (LRV 53)
C	STUCCO – COLOR DE5363 WALNUT SHELL (LRV 24)
D	STUCCO – COLOR DE6173 PAPER SACK (LRV 34)
E	STUCCO – COLOR DE6215 WOODEN PEG (LRV 31)
F	CORONADO CULTURED STONE – CARMEL MOUNTAIN QUICKSTACK
G	WINDOW FRAMES & PTAC GRILLS – METAL – DARK BRONZE

NOTE: COLOR CHANGES @ INSIDE CORNER TYPICAL.

NORTH ELEVATION (3 / A3.1)
SCALE: 1/16" = 1'-0"

SOUTH ELEVATION (4 / A3.1)
SCALE: 1/16" = 1'-0"

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REGISTERED ARCHITECT
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SCOTT M. KUITUNEN
Date Signed 4/21/11
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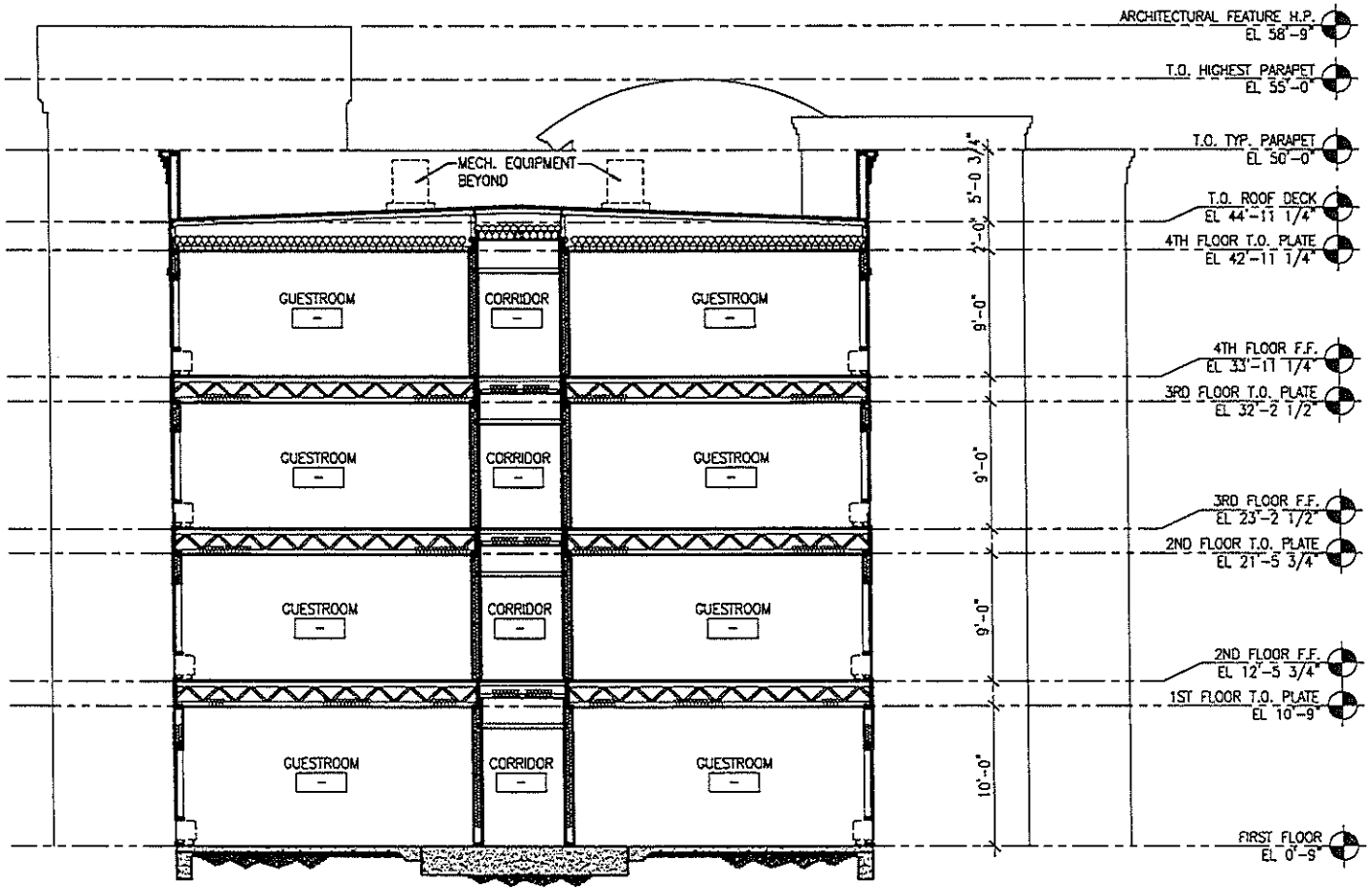
PROJECT NO:	10-306
PRINT DATE:	4/21/2011
PROJECT MGR:	REK
CHECKED BY:	SMK

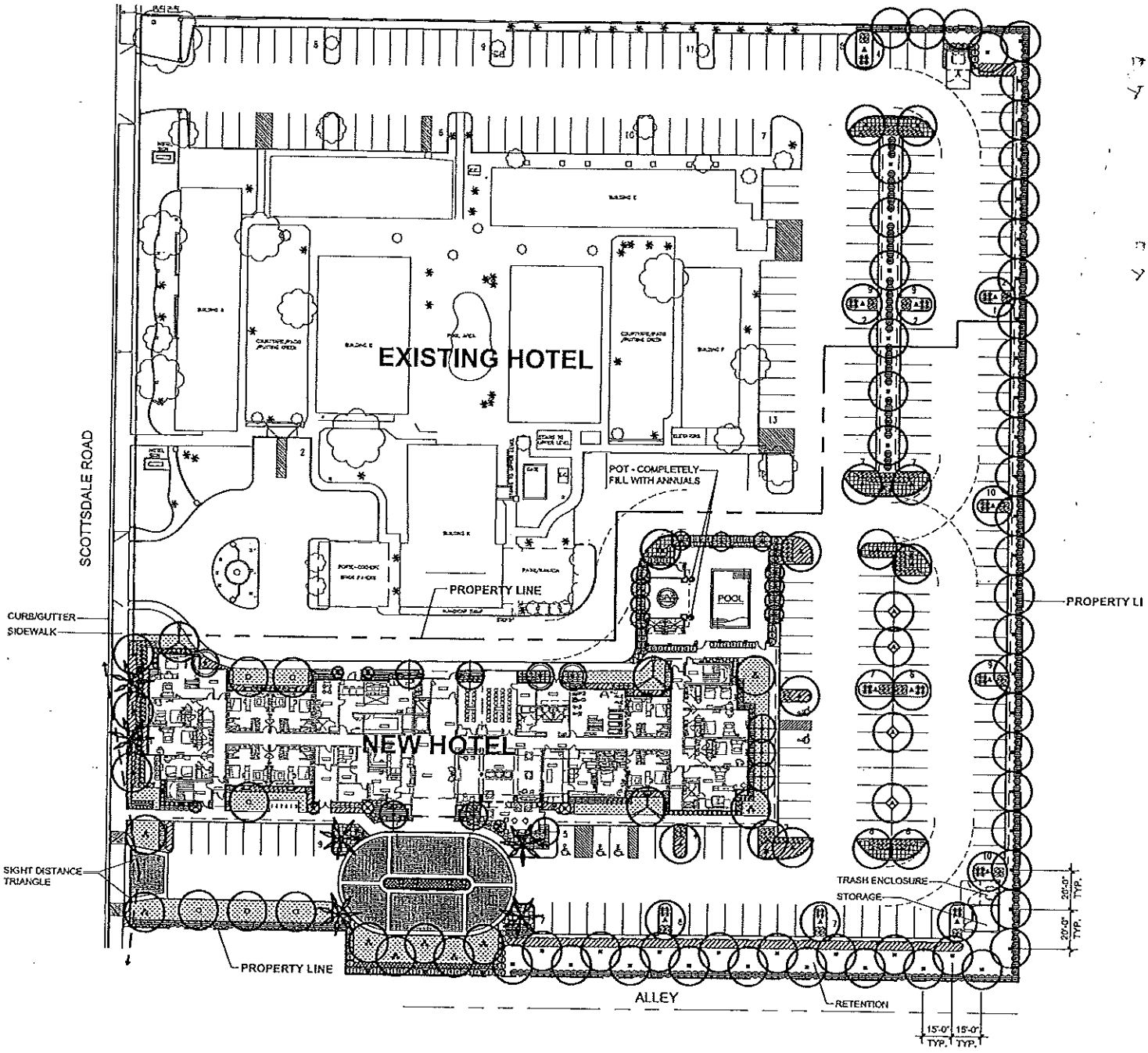
SHEET TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER:
A3-1



BUILDING SECTION 1/A3.2

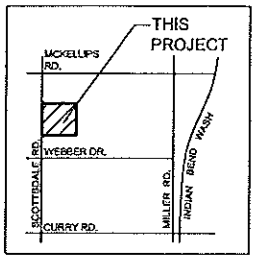
SCALE: 1/8" = 1'-0"



CONCEPTUAL LANDSCAPE PLAN

1" = 30'-0"

0 5' 15' 30'



VICINITY MAP

N.T.S.

PLANT LIST

SYMBOL:	BOTANICAL NAME / COMMON NAME	SIZE	QTY.	REMARKS.
	TREES:			
	CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE	24" BOX	3	MULTI-TRUNK 5'-7'HX3'-4'W
	CERCIDIUM HYBRID 'DESERT MUSEUM' DESERT MUSEUM THORNLESS PALO VERDE	24" BOX	32	MULTI-TRUNK 5'-8'HX3'-4'W
	CHITALPA TASHKENTENSIS 'PINK DAWN' CHITALPA	24" BOX	8	6'-7'HX3'-4'WX1"-1.5"CAL.
	DALBERGIA SISSOO SISSOO TREE	24" BOX	51	8'-9'HX3'-4'WX1"-1.5"CAL.
	FICUS NITIDA COLUMNAR COLUMNAR INDIAN FIG	24" BOX	11	
	JACARANDA ACUTIFOLIA JACARANDA	24" BOX	3	MULTI-TRUNK 6'-8'HX3'-4'W
	OLEA EUROPAEA 'SWAN HILL' SWAN HILL OLIVE	24" BOX	10	MULTI-TRUNK 6'-8'HX3'-5'W
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX	6	7'-9'HX3'-4'WX1"-1.5"CAL.
	PALM TREES:			
	PHOENIX DACTYLIFERA DATE PALM	25' BROWN TRUNK HEIGHT	6	MATCHED
	PHOENIX ROEBELENI PIGMY DATE	24" BOX	7	3'-4'HX3'-4'W 3 HEAD MIN.
	SHRUBS:			
	BUXUS MICROPHYLLA JAPONICA JAPANESE BOXWOOD	5 GALLON	19	
	CARISSA GRANDIFLORA NATAL PLUM	5 GALLON	144	
	EREMOPHILA HYGROPHANA BLUE BELLS	5 GALLON	209	
	HIBISCUS ROSA-SINENSIS HIBISCUS	5 GALLON	8	
	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' GREEN CLOUD SAGE	5 GALLON	334	
	MYRTUS COMMUNIS COMPACTA DWARF MYRTLE	5 GALLON	53	
	RAPHIOLEPIS INDICA INDIAN HAWTHORN	5 GALLON	47	
	XYLOSMA CONGESTUM XYLOSMA	5 GALLON	94	
	ACCENTS			
	AGAVE DESMETTIANA AGAVE	5 GALLON	8	
	DIETES BICOLOR FORTNIGHT LILY	5 GALLON	15	
	HESPERALOE PARVIFLORA RED YUCCA	5 GALLON	48	
	VINES:			
	BOUGAINVILLEA SP. BOUGAINVILLEA	15 GALLON	3	
	ESPALIER	15 GALLON	2	
	PYRACANTHA COCCINEA PYRACANTHA	15 GALLON	3	
	GROUND COVER:			
	LANTANA MONTEVIDENSIS TRAILING LANTANA	1 GALLON	230	@ 32" O.C., TRIANGULATED
	ROSMARINUS OFFICINALIS 'PROSTRATUS' DWARF ROSEMARY	1 GALLON	334	@32" O.C., TRIANGULATED
	TRACHELOSPERMUM JASMINOIDES STAR JASMINE	1 GALLON	50	@ 32" O.C., TRIANGULATED
	ANNUALS:			
	BY SEASON	4" CUPS		COMPLETELY FILL PLANTER AREA WITH ANNUALS
	POTS:			
	LANDSCAPE ARCHITECT TO SELECT			
	HEADER:			
	STEEL HEADER			
	LAWN:			
	MIDIRON	SOD		
	DECOMPOSED GRANITE:			
AS NOTED	EXPRESS BROWN	3/4" SELECT		ALL LANDSCAPE AREAS TO RECEIVE A 2" LAYER

IRRIGATION SYSTEM

THE EXISTING IRRIGATION SYSTEM CURRENTLY IRRIGATES BOTH THE EXISTING HOTEL SITE THAT WILL REMAIN, AS WELL AS THE PORTION OF THE SITE WHERE THE NEW HOTEL WILL BE BUILT. THE IRRIGATION SYSTEM FOR THE NEW HOTEL SITE WILL BE SEPARATE FROM THE IRRIGATION SYSTEM FOR THE EXISTING HOTEL THAT WILL REMAIN. THE EXISTING IRRIGATION SYSTEM WILL BE CUT AND CAPPED AT THE NEW PROPERTY LINE BETWEEN THE TWO HOTEL SITES. A NEW AUTOMATIC UNDERGROUND 'HARD PIPE' DRIP IRRIGATION SYSTEM WILL BE INSTALLED TO IRRIGATE THE LANDSCAPING FOR THE NEW HOTEL SITE. LAWN AREAS SHALL BE IRRIGATED BY AN UNDERGROUND 'HARD PIPE' SYSTEM WITH LOW ANGLE POP UP SPRAY HEADS. TREES, SHRUB/GROUND COVER, AND LAWN SHALL BE VALVED SEPARATELY.

the HOORE/SWICK partnership
landscape architects and planners
414 e. mill avenue, suite 207
tempe, arizona 85281
phone 480.894.9284
fax 480.894.9301

HAMPTON INN & SUITES
TEMPE, ARIZONA

SRP# 10099

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 25622
GREGORY P. SWICK
04.20.11
EXPIRES 06.30.13

NOTICE

THE DRAWING AND ALL INFORMATION, THEREON IS THE PROPERTY OF THE MOORE/SWICK PARTNERSHIP AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED. THE DRAWING AND ANY COPIES THERE OF PARTIAL OR COMPLETE SHALL BE RETURNED TO THE OWNER UPON DEMAND.

REVISIONS

REVISION	DATE	COMMENT

CONCEPTUAL LANDSCAPE PLAN

DATE: 04.20.11
PROJECT NO.: 1104
DRAWN BY: DG
CHECKED BY: GS
SCALE: 1" = 30'-0"

L1
OF 1

Site Photos

N
MARY STREET
WEBER DRIVE
SCOTTSDALE ROAD
SCOTTSDALE ROAD
WEBER DRIVE
1
2
3
4
5

EXHIBIT Site Photos

1 North - Scottsdale Road frontage

1 South - Scottsdale Road frontage

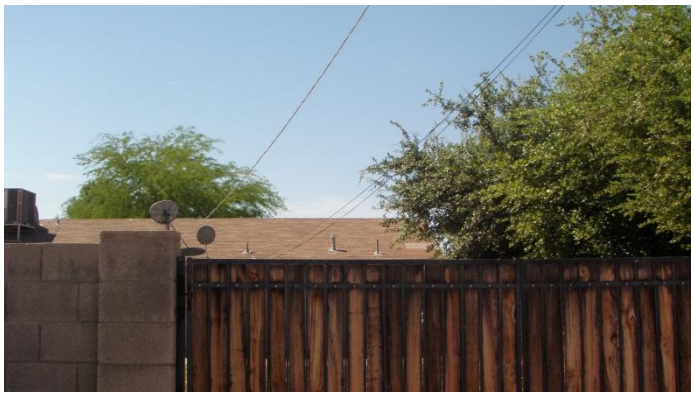
1 West - Across Scottsdale Road

2 North (Outside of wall - adjacent apartments)

2 South (Outside of wall - adjacent apartments)

2 East (Outside of wall - adjacent apartments)

2 West (Outside of wall - adjacent apartments)



3 South (Outside of wall - adjacent residential)

3 East (Outside of wall - alley facing east)

3 West (Outside of wall - alley facing west)

4 North - Scottsdale Road frontage

4 South - Scottsdale Road frontage

4 East - Office building on Site (next to 7-11)

4 West - Across Scottsdale Road

5 Northeast - Site

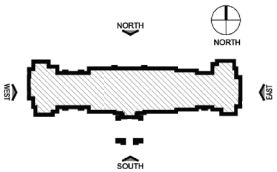
5 East - Site

5 Southeast - Site

EAST ELEVATION (1 / A3.1)
SCALE: 1/16" = 1'-0"

WEST ELEVATION (2 / A3.1)
SCALE: 1/16" = 1'-0"

KEYMAP:



NORTH ELEVATION (3 / A3.1)
SCALE: 1/16" = 1'-0"

SOUTH ELEVATION (4 / A3.1)
SCALE: 1/16" = 1'-0"

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF PK ARCHITECTS, P.C. ALL FUTURE USE OR REPRODUCTION OF THESE DRAWINGS SHALL NOT BE VOID UNLESS PREVIOUSLY CONSENTED WITHOUT PERMISSION OF PK ARCHITECTS, P.C. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS. SHOULD IT APPEAR THAT THE WORK CONTAINED BY THE CONTRACT DOCUMENTS IS NOT SUFFICIENTLY DETAILED, REVEALED OR CONFLICTING INFORMATION EXISTS, THE CONTRACTOR SHALL NOTIFY PK ARCHITECTS, P.C. IN WRITING. PK ARCHITECTS, P.C. SHALL NOT BE RESPONSIBLE FOR ERRORS OR OMISSIONS DUE TO THE CONTRACTOR'S FAILURE TO PROPERLY NOTIFY PK ARCHITECTS, P.C. PRIOR TO WORK BEING COMPLETED. SHOP DETAILS SHALL BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING.

REGISTERED ARCHITECT
CERTIFICATE NO.
34271
SCOTT M. KUTUNEN
Date Signed
ARIZONA, U.S.A.

PK ARCHITECTS

PK ARCHITECTS, PC
1333 WEST BROADWAY ROAD, #101
TEMPE, ARIZONA 85282
PHONE: (602) 283-1620
FAX: (602) 283-1621
www.pkarchitects.net

HAMPTON INN
& SUITES

TEMPE,
ARIZONA

SRP #: 10099

REVISION:	DATE:	COMMENTS:

BE ADVISED THAT THIS SET OF PLANS HAS BEEN PREPARED FOR BUILDING PLAN REVIEW PURPOSES ONLY, AT THIS TIME. THIS SET OF PLANS SHOULD BE CONSIDERED PRELIMINARY IN NATURE AND NOT FOR CONSTRUCTION. THIS SET OF PLANS SHALL NOT BE DEEMED FINAL UNTIL ALL APPROVALS HAVE BEEN OBTAINED FROM ALL AUTHORITIES HAVING JURISDICTION. THIS SET OF PLANS SHALL NOT BE USED FOR FINAL ZONING, BUDGETS AND ANY BID SUBMITTED THAT HAS BEEN BASED ON THIS SET OF PLANS SHALL BE CONSIDERED PRELIMINARY.
THIS SET OF PLANS WILL CHANGE DUE TO PLAN REVIEW COMMENTS BY THE VARIOUS AUTHORITIES HAVING JURISDICTION AS WELL AS INTERNAL REVIEWS.

PROJECT NO:	10-308
PRINT DATE:	4/05/2011
PROJECT MGR:	REK
CHECKED BY:	SMK

SHEET TITLE:

ARCHITECTURAL
ELEVATIONS
COLOR

SHEET NUMBER:

A3-1C

NEIGHBORHOOD MEETING SUMMARY REPORT
DATED JUNE 3, 2011

Project: DS101246 - Hampton Inn & Suites Renovation

Location: 1429 North Scottsdale Road

Meeting Date/Time: Thursday, May 26, 2011 from 6:00pm to 7:30pm

Meeting Location: 1429 North Scottsdale Road, Hampton Inn & Suites ballroom

Attendees Present:
9 neighbors / neighborhood representatives:
- (Names, addresses and email are confidential)

1 City of Tempe Planning Staff:
- Kevin O'Melia

5 Hampton Inn representatives:
- Bill Spresser, Owner, Hampton Inn & Suites
- Darin A. Sender, Sender Associates
- Jennifer L. Krieps, Sender Associates
- Scott Kuitunen, PK Architects
- Greg Swick, the Moore/Swick Partnership

Notices - Who Was Notified:

Notices for this neighborhood meeting were sent on May 10, 2011 to all property owners within 300' as well as all registered neighborhood associations and homeowner associations within 600'. (Please see attached neighborhood meeting notice.) The City of Tempe required neighborhood meeting sign was posted on the site that same day, May 10, 2011, and revised for new City Council hearing dates on May 26, 2011. (Please see attached sign posting affidavits and photos.)

We expanded the 300' notice radius to include all property owners along Weber Drive, on both the north and south side of the street from Scottsdale Road to Harold Street. This was done in order to adequately notify all residential property owners along Weber Drive and included 15 additional properties beyond the 300' radius requirement. (Please see attached neighborhood meeting notice list and map.)

Additionally, we expanded the 600' radius for registered neighborhood associations and homeowner associations to include all North Tempe Neighborhood Associations as well as two associations that NTNA requested be notified. Three of the NTNA associations do not currently have active chair leadership and neither the city nor the NTNA had any contact information for those associations. The required 600' list obtained from the city included:

1. Cavalier Hills Neighborhood Association;
2. East Rio Neighborhood Association; and
3. Indian Bend Neighborhood Association.

The expanded list included:

1. North Tempe Neighborhood Association;
2. Marlborough Park Villas Homeowners Association;
3. Marlborough Park Estates Homeowners Association;
4. West Rio Neighborhood Association (no current contact information);
5. Canal Park Neighborhood Association (no current contact information); and
6. College Neighborhood Association (no current contact information).

Summary of Meeting:

The meeting began at 6:00pm in the ballroom of the Hampton Inn & Suites located on the subject site and lasted until 7:35pm, approximately 30 minutes after the final guest had left. Nine (9) neighbors / neighborhood representatives attended the meeting and the comments were overwhelmingly positive with the exception of one (1) couple who own residential property south of the subject site. The meeting was conducted in an informal "open house" manner in order to better engage the interested parties with information directly from the professionals involved. Those professionals included the hotel's owner, architect, landscape architect and zoning attorney. A total of nine (9) informational boards were placed throughout the room including a color perspective rendering, color elevations, site plans, landscape plan, aerial map with site plan, and other exhibits illustrating the proposed and existing building height and separation distances, and proposed General Plan and zoning changes, among others. Each Hampton Inn & Suites representative took time speaking to the neighbors and neighborhood representatives about the plans and exhibits presented at the meeting. Most importantly the hotel's owner, Mr. Bill Spresser, was in attendance to answer any questions and talk about his management and proposed redevelopment.

Issues Discussed:

The vast majority of attendees were very excited to see this redevelopment in their North Tempe area. Representatives of the NTNA, the Cavalier Hills Neighborhood Association, and the Marlborough Park Villas Homeowners Association were in attendance at this meeting. All three associations expressed support for the reinvestment this project is making to North Tempe, and the hope that other commercial development will follow suit. Those comments were reiterated by almost all of the attendees.

Several people asked whether the Hampton Inn would be interested in becoming more involved in the community by assisting with community events. Mr. Spresser indicated he would be thrilled to have the opportunity to help his surrounding homeowners and business owners. Similarly, one of the neighborhood association representative requested Mr. Spresser's assistance to monitor suspicious and/or criminal activity in a nearby shopping center.

Mr. Spresser also indicated to several attendees the very high percentage of his existing workers who live in the adjoining community, are very interested in its continued safety and development.

Discussion of the building color and materials received compliments from all attendees. One person expressed the desire to see that the building will be constructed as shown on the perspective exhibit because of its high quality design.

The landscaping quantity and palette were also highlighted by many attendees as a strong plus for this redevelopment, especially the double row of tall Sissoo trees to provide a screen along the southern border, and the single row along the east border. One neighbor asked about the growth rate of these trees and the landscape architect indicated they would take approximately four (4) to five (5) years to reach a thirty (30) to forty (40) foot height adequate to completely screen the site from view.

No comments pro or con were received regarding the required entitlements necessary to complete this project.

Several attendees asked us to email them the final hearing dates so they could attend and speak in favor of the project, and how to communicate their support in other ways. We explained the hearing process and will email them the hearing dates soon.

One couple who owns property south of the subject site expressed concern with the building height. We explained that the site layout was designed to minimize any possible impacts that the building might have on the residences to the south. We explained that the fifty-five foot (55') height was fifteen feet (15') taller than the forty feet (40') height permitted on the subject site today, and we had moved the proposed building as far as possible from their homes to the south.

We then showed them an exhibit that illustrated the existing, proposed, and potential R-4 zoning building height and distances from the alley and the residences to the south. The distance between the proposed building and the residences is over one hundred sixty five feet (165'), including the 16' alley in between; between the existing two story building and the residences is approximately one hundred feet (100'); and between what could possibly be developed under today's R-4 zoning (a forty foot (40') tall building) and the residences is approximately eighty three feet (83'). As such, we hoped to illustrate the significant distance between the proposed building and their residences and the very limited impact to their property.

Additionally, we pointed out the double row of trees to be planted along the southern property line, and that we choose the Sissoo tree because it grows very tall, very wide, and very quickly. We hoped to show that there will very soon be a "green screen" effect along our southern property line which they will see behind the alley walls. The trees are intended to screen any view of the hotel building from the south, even though the building setback is extensive enough to significantly reduce any potential visual impact.

Mr. O'Melia spoke to this couple about the various ways they could be heard, and the hearing process that will be happening for this project. He provided a card to the concerned couple and let them know to contact him for additional information or if they wished to voice their opposition to the project. We also provided our contact information in the event they would like to see all of the exhibits, discuss the project more fully, and/or find out about the hearing dates.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5E1**

SUBJECT: Request approval to adopt a resolution authorizing the Mayor to sign the Fifth Amendment to the Intergovernmental Agreement between the Maricopa County Library District and the City of Tempe for participation in the Reciprocal Borrowing Program through June 30, 2012.

DOCUMENT NAME: 20110707cskb02 LIBRARY ADMIN (0704-01) RESOLUTION NO. 2011.59

COMMENTS: The City of Tempe received $193,749 in revenue for FY 2007/2008, $196,000 for FY 2008/2009, $185,874 for FY 2009/2010, and approximately $180,000 FY 2010/2011 for its participation in this program at the reimbursement rate of $28.50 per net non-resident borrower card issued. It is estimated that the City will receive approximately $180,000 in revenue for FY 2011/2012 at the reimbursement rate of $28.50 for the one-year term of the Amendment.

PREPARED BY: Adrienne Richwine, Deputy Community Services Director - Library and Cultural Services Division (480-350-5237)

REVIEWED BY: Kathy Berzins, Community Services Department Director (480-350-5464)

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (480-350-8779)

DEPARTMENT REVIEW BY: Kathy Berzins, Community Services Department Director (480-350-5464)

FISCAL NOTE: NA

RECOMMENDATION: Adopt Resolution No. 2011.59

ADDITIONAL INFO: The Tempe Public Library has participated in the Maricopa County Library District's Reciprocal Borrowing Program since 1981. This program permits residents of the County to borrow materials at any public library within its boundaries at no charge to the borrower. On July 19, 2001, the City Council approved a five year intergovernmental agreement with the County Library District for its participation in the program.

The Maricopa Association of Governments (MAG) Management Committee formed the MAG County Library District Stakeholders Group in March 2005 to discuss the compensation rate for participating in the reciprocal borrowing program. These discussions resulted in an amendment to the agreement which increased the reimbursement rate to $24.50 in FY 2005/06, $29.00 in FYS 2006/2007 and 2008/2009, $26.00 in FY 2009/2010, and $28.50 in FY 2010/2011. The District has proposed continuing at the same reimbursement rate of $28.50 for FY 2011-2012. The City will continue to negotiate for an increased reimbursement rate for FY 2012-2013.

RESOLUTION NO. 2011.59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF TEMPE TO PARTICIPATE IN THE RECIPROCAL BORROWING PROGRAM THROUGH JUNE 30, 2012.

WHEREAS, the Maricopa County Library District ("Library District") has established a Reciprocal Borrowing Program for the benefit of its members in order to expand the availability of library services; and

WHEREAS, the City of Tempe ("City") entered into an Intergovernmental Agreement ("IGA") with the Library District for City's participation in this program which was amended on May 3, 2006, August 22, 2007, June 11, 2009, and July 1, 2010; and

WHEREAS, the Library District and City are willing to continue the program; and

WHEREAS, the City wishes to have its municipal library participate and benefit from the Reciprocal Borrowing Program by being reimbursed by the Library District for net use of its library and library services by those non-residents who are entitled to the benefits of the Maricopa County Library District and participation will allow Tempe citizens to use other public libraries in Maricopa County; and

WHEREAS, the Fifth Amendment requires approval by all agreeing parties and includes the following: Extends the term of the Agreement through June 30, 2012; and continues the current reimbursement rate of $28.50 per net non-resident card issued.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Fifth Amendment to the Intergovernmental Agreement for participation in the Reciprocal Borrowing Program between the Maricopa County Library District and the City of Tempe is approved, and that the Mayor is authorized to sign the Amendment for the City of Tempe.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MARICOPA COUNTY LIBRARY DISTRICT
Administrative Office
2700 N. Central Avenue, Suite 700, Phoenix, AZ 85004
602.652.3031 • 602.652.3079 fax • www.mcldaz.org

April 28, 2011

Tempe Public Library
Attn: Adrienne Richwine
3500 S. Rural Road
Tempe, AZ 85282-5482

RE: Intergovernmental Agreement for Reciprocal Borrowing Program

Dear Ms. Richwine:

Attached are four original copies of the Fifth Amendment to the Intergovernmental Agreement for the Reciprocal Borrowing Program for fiscal years 2011/2012. This amendment is for one year with a reimbursement rate of $28.50 per net non-resident user. As you know, we determine the reimbursement rate by dividing the county population into the total expenditure of the public libraries in Maricopa County which would have reduced the reimbursement amount this year. We have not reduced in order for the District to ensure the reports you provide to the Arizona State Library reflect all your expenditures. We have been told by several Directors that it does not.

If you have questions, please do not hesitate to call me. After your council's approval, please return all four originals to:

Maricopa County Library District
Attn: Cindy White
2700 N. Central Avenue, Suite 700
Phoenix, AZ 85004

After the Maricopa County Library Board of Directors has approved and signed the contract, an original will be returned to you for your records.

Thank you for your cooperation.

Harry R. Courtright
Director/County Librarian

Enclosures

FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF TEMPE FOR THE RECIPROCAL BORROWING PROGRAM

Agenda #_____

THIS FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT C-65-02-018-2 ("Amendment"), that was effective July 1, 2001, by and between the City of Tempe ("City") and the Maricopa County Library District ("Library District'), with reference to the following facts:

RECITALS

WHEREAS, the Library District has established a Reciprocal Borrowing Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS the City has participation in this program; and

WHEREAS the Library District is willing to continue the program;

NOW THEREFORE the City and the Library District agree that the IGA, effective July 1, 2001 shall continue with the following amendments:

AMENDMENTS

1.1. The effective date for services under this Amendment shall be July 1, 2011 to June 30, 2012.

1.2. The Library District shall reimburse the City, semi-annually, at a rate of $28.50 per net non-resident user.

1.3. The IGA, as amended by this Amendment, is hereby confirmed. All other terms and conditions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF TEMPE and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF TEMPE

By: _____
Mayor
City of Tempe

ATTEST:

By: _____
City Clerk Date

MARICOPA COUNTY
LIBRARY DISTRICT

By: _____
Chairman, Board of Directors
Maricopa County Library District

ATTEST:

By: _____
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

_____
Attorney
City of Tempe

Date: _____

_____
Attorney
Maricopa County Library District

Date: _____

Staff Summary Report

City Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5E2

SUBJECT: Hold a public hearing to, pursuant to Federal law, obtain citizen comment and request approval to adopt a resolution approving a revised City of Tempe Housing Authority's Annual Plan for Fiscal Year 2011-2012.

DOCUMENT NAME: 20110707cdlc01 HOUSING ASSISTANCE PLAN (0408-14) RESOLUTION NO. 2011.57

COMMENTS: N/A

PREPARED BY: Liz Chavez, Housing Services Administrator (350-8958)

LEGAL REVIEW BY: Teresa Voss, Assistant City Attorney (350-8814)

DEPARTMENT REVIEW BY: Chris Anaradian, Community Development Director (858-2204)

FISCAL NOTE: All funding associated with the preparation and administration of the City of Tempe Housing Authority's Annual Plan and Section 8 Housing Assistance Program is federal funds. Funds have been appropriated in cost center 2772.

RECOMMENDATION: Adopt Resolution No. 2011.57

ADDITIONAL INFO: The U.S. Department of Housing and Urban Development (HUD) requires Tempe's Section 8 Public Housing Agency (PHA) to submit an Agency Plan listing their goals and objectives for a five year period. Once approved, our PHA must submit an Annual Plan for each year during the term of the five-year (FY2010-2014) Agency Plan.

This year, the City's PHA must submit a required Standard Annual Plan for the second year of the five-year Plan (FY2011-2012). It is through the Annual Plan that our PHA receives funding.

On April 22, 2011, the City PHA received a request to revise its Annual plan which was originally submitted to the Department of Housing and Urban Development (HUD), Phoenix Field Office on April 7, 2011. The revision addresses three areas: Section 7.0, Homeownership Programs, and Project-based Vouchers. The revisions include a description of the Section 8 Homeownership program administered by the agency or for which our PHA has applied or will apply for approval as noted in the agency's 5-year plan for FY2010-2014. The revisions also include any homeownership programs administered by the agency for which the City PHA applied or will apply for approval.

Because the revision constitutes a substantive change, per HUD regulation, the City PHA consulted the Resident Advisory Board on May 16, 2011 and published a 45-day public notice on May 18, 2011. If adopted by Council, the revised Plan will be resubmitted to HUD on July 8, 2011.

RESOLUTION NO. 2011.57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, ACTING IN ITS CAPACITY AS THE CITY OF TEMPE HOUSING AUTHORITY, APPROVING THE SUBMISSION OF THE CITY OF TEMPE HOUSING AUTHORITY'S REVISED ANNUAL PLAN FOR FY 2011-2012.

WHEREAS, the City Council of Tempe, Arizona, acting in its capacity as the City of Tempe Housing Authority, is authorized to engage or assist in the development or operation of low-income housing under federal housing and urban development law;

WHEREAS, the Department of Housing and Urban Development (HUD) requires housing agencies to complete an Annual Plan; and

WHEREAS, the City of Tempe desires to participate in the Section 8 Housing Choice Voucher Program and pursuant to the program requirements, has held a public hearing allowing a tenant advisory board, citizens and groups to participate in the determination of goals, objectives and program administrative policies, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, ACTING IN ITS CAPACITY AS THE CITY OF TEMPE HOUSING AUTHORITY, as follows:

Section 1. The revised City of Tempe Housing Authority's Agency Plan (FY2011-2012) is hereby approved and,

Section 2. The City Manager is authorized and directed to execute the required certifications of compliance associated with the Tempe Housing Authority's Plans and related regulations.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, ACTING IN ITS CAPACITY AS THE CITY OF TEMPE HOUSING AUTHORITY this 7th day of July, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 **PHA Information**
PHA Name: **City of Tempe Housing Authority** PHA Code: **A031**
PHA Type: ☐ Small ☒ High Performing ☐ Standard ☒ HCV (Section 8)
PHA Fiscal Year Beginning: (MM/YYYY): **07/2011**

2.0 **Inventory** (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: _____ Number of HCV units: **1082**

3.0 **Submission Type**
☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 **PHA Consortia** ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1: **N/A**					
PHA 2:					
PHA 3:					

5.0 **5-Year Plan.** Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 **Mission.** State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

5.2 **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

6.0

PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

The HCV Administrative Plan was updated and adopted by the City of Tempe's City Council on February 24, 2011 to include language and policy revisions due to federal regulations, changes in administrative policies and the addition of Chapter 17, Project Based Vouchers. The Plan revised policies to reflect the new SSN disclosure and documentation requirements and revised EIV regulations and requirements. Other PHA revisions taken since the PHA's last Annual Plan include:

***Interim Reexaminations*. Effective March 1, 2011, The PHA will not conduct an interim increase recertification *unless*: 1) the effective date of the change is within 5 months or more from the annual reexamination date and/or, 2) the amount of the increase results in a $100.00 or more change in TTP. An interim reexamination *will not* be conducted for changes that occur due to wage-to-wage increases and Social Security COLA increases. Regardless of this PHA policy, all changes must be reported within 10 business days of their occurrence.**

***Project Based Vouchers.* The PHA added and adopted Chapter 17, Project based Vouchers to its Administrative Plan. The PHA may chose to project base vouchers some time in the future provided that project basing the vouchers would serve to 1) increase the supply of housing for persons in need or 2) sustain otherwise unsustainable Housing for low-income person in need.**

***Utility Allowances*. Effective January 4, 2011, the PHA reviewed and revised its utility allowances to determine if they are too high. Changes in utility allowances are implemented immediately, but not later than the next regularly scheduled reexamination of family income.**

***Rent Reasonableness*. In March of 2011, the PHA hired a Housing Consultant to review and revise the PHA's Rent Reasonabless system. This entailed a market study and implementation of a rent reasonableness methodology for the PHA's jurisdiction. This will ensure that the rent reasonableness test for a unit includes current market rents and that a fair rent is paid for each unit rented under the HCV program.**

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

The referenced documents were available for public review and comment on the City's website and at the following locations: City of Tempe Housing Services (main office lobby and official website) 21 E. 6th St. Tempe, AZ 85281- and the PHA's website at www/tempe.gov/housing. Public access to information regarding any activity outlined in this plan can be obtained by contacting the Tempe Housing Services Office at (480) 350-8950.

PHA Plan Elements:

1. ***Eligibility, Selection and Admissions Policies* – The PHA reviewed its HCV wait list preference system to ensure it is meeting its local housing needs and priorities. On August 19, 2010 the PHA held a public hearing and adopted a resolution to revise its preference system for the selection of applicants to the Section 8 Housing Choice Voucher Program. The preference point system was adjusted to give higher preference points to an applicant who is homeless in the City of Tempe. The PHA will offer the following local preferences:**

   1. **INVOLUNTARILY DISPLACED BY FEDERAL OR LOCAL GOVERNMENT ACTION**
      To qualify for this preference, the applicant is or will be involuntarily displaced if the applicant has vacated or will vacate his/her housing unit as a result of one or more of the following actions:
      - **Activity carried on by an agency of the United States or by any State or local Governmental body or agency in connection with code enforcement; or**
      - **a public improvement or development program; or**
      - **due to uninhabitability as a result of a natural disaster such as a fire or flood.**

      Verification of Involuntary Displacement will be verified by Certification from a unit or agency of government that you have been or will be displaced by government action, or due to uninhabitability due to a natural disaster (i.e., fire or flood).
      PREFERENCE POINTS: 200

   2. **HOMELESS IN THE CITY OF TEMPE**
      To qualify for this preference, the applicant must lack a fixed, regular, and adequate night-time residence; and have primary night time residency that must meet one of the following criteria:
      - **a supervised publicly or privately operated shelter designed to provide temporary living accommodations; or**
      - **an institution that provides a temporary residence for individuals intended to be institutionalized; or**
      - **a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings,**
      - **a transitional project that is designed to provide housing and appropriate support services to homeless persons to facilitate movement to independent living within 24 months.**

      Homeless in Tempe: Residency in Tempe prior to becoming homeless will be verified with the shelter and/or transitional living program the individual and/or family is staying.
      PREFERENCE POINTS: 150

   3. **RESIDE IN THE CITY OF TEMPE**
      To qualify for this preference, applicant must meet at least one of the following criteria:
      - **Lessee (tenant); must have a current lease with the legal owner/landlord of the rental property; or**
      - **Household member; must be listed on a current lease as legally living in the rental property as a member of the Lessee's household; or**
      - **Lessee (tenant); must be legally responsible for rent payments to the legal owner/landlord of the rental property.**

      Residency will be verified with the legal owner/landlord of the rental property.

   4. **WORKING, OR HIRED TO WORK, IN THE CITY OF TEMPE**
      To qualify for this preference, the Head of Household and/or Spouse or Co-Head or Sole Member must meet at least one of the following criteria:
      - **be physically employed in the city limits of Tempe; or**
      - **have been notified that they are hired to work in the city limits of Tempe; or**
      - **employed in the city limits of Tempe through an internship or other training program designed to prepare individuals for the job market may qualify for this preference.**

      Employment will be verified with the employer. An applicant shall be given the benefit of the working family preference if the Head of Household and/or Spouse or Co-Head or Sole Member is age 62 or older, or is a person with disabilities and is homeless and/or resides in the City of Tempe.
      PREFERNCE POINTS: 100

      MAXIMUM POINTS POSSIBLE: 450

The City of Tempe Housing Services (THS) Section 8 Administrative Plan is available at www/tempe.gov/housing, for all policies that govern eligibility, selection and admission policies.

***PROJECT BASED VOUCHERS (PBV)* – The PHA is in the administrative process of exploring and implementing a Section 8 Project-Based Voucher (PBV) program which is a component of the Section 8 Housing Choice Voucher (HCVP) program. The PBV program will provide long term project-based affordable housing for very low and extremely low households. Implementation of the PBV program and completion of the HUD approval process is contingent on HUD's determination on an external development matter. If resolved by the developer, the PBV program is expected to be adopted by council by the end of calendar year 2011.**

The HCV tenant-based voucher program regulations will also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy
Except as otherwise noted in Chapter 17 of the City of Tempe's HCV Administrative Plan, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]
Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]
At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]
When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d) , FR Notice 11/24/08]
The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and for whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy. If the PHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include "excepted units" (units specifically made available for elderly or disabled families, or families receiving supportive services), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

PHA Policy
The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). The PHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

***HUD-Veterans Affairs Supportive Housing (VASH) Vouchers* – In a joint effort between the City of Phoenix Housing Authority and the Department of Veterans Affairs (VA) to provide supportive housing to homeless Veterans, the PHA is in the process of approving VASH Vouchers into its jurisdiction. The VASH voucher will be administered under the PHA's current Section 8 program.**

***Family Unification Program (FUP) Vouchers* - In December 2009, the PHA applied for Family Unification Program (FUP) funding vouchers for youth aging out of Foster Care and was informed in October 2010 that the PHA was not awarded. The PHA will continue to seek funding when available.**

On January 19, 2011, the PHA consulted with the Resident Advisory Board (RAB) on the approval of the Annual Agency Plan and revisions to the THS Administrative Plan. No Comments were received by the PHA.

2. ***Financial Resources*** **- (Attachment A) 2011 draft budget, including state and federal rental subsidy**

az031a01.pdf

3. ***Rent Determination*** **- The City of Tempe Housing Services (THS) Section 8 Administrative Plan is available at www/tempe.gov/housing for all policies that govern rent determination policies.**

4. ***Fiscal Year Audit*** **- (Attachment B) – Fiscal Year 2010 Audit**

az031b01.pdf

5. ***Violence Against Women Act (VAWA)*** **- City of Tempe Housing Services (THS) - Violence Against Women Act (VAWA) Activities**

The THS Section 8 Administrative Plan was updated in August 2010 and adopted February 24, 2011 to reflect current regulation and policy changes to support victims of domestic violence, dating violence, sexual assault or stalking. The Plan contains descriptions of VAWA in Chapter 12-II.E. Terminating the Assistance of Domestic Violence, Dating Violence, or Stalking Victims and Perpetrators [24CFR 5.2205] and Chapter 16, Program Administration includes the following description, activities, services, or programs offered by an agency, either directly or in participation with other services providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

The City of Tempe Housing Services (THS) Section 8 Administrative Plan is available at www/tempe.gov/housing, for all policy reference regarding VAWA.

7.0

Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

Homeownership Programs.

The PHA continues to offer a single down payment assistance grant funded by HOME and Community Development Block Grant (CDBG) funds for income eligible and qualified families when available by HUD. In fiscal year 2010-2011, the PHA assisted 13 homeowners with down payment assistance; disappointingly, none were Section 8 households. The total number assisted decreased in the fiscal year and most was attributed to the bad economy, never the less, the PHA continues to be steadfast in its delivery of the program and continues to work with homeowner counselors in preparing the households for homeownership. Due to budget reductions in grant funding for FY2011-2012, the PHA will limit the number of families participating in Section 8 homeownership. Assistance will be based upon available funding at the time of application for the Homeownership program.

Actions the PHA undertook to implement the program this year include the renewal of the PHA's grant funding for one Family Self-Sufficiency (FSS) Coordinator position. This position will assist in the administration of the existing FSS program and homeownership programs which include the Community Assisted Mortgage Program (CAMP) and the Section 8 Homeownership program. Both programs will use HOME and Community Development Block Grant (CDBG) and Individual Development and Empowerment Account (IDEA) as the funding sources.

*Project Based Voucher. (***Attachment C) The PHA adopted Chapter 17, Project based Vouchers to its Administrative Plan on February 24, 2011. The PHA may choose to project base vouchers sometime in the future provided that project basing the vouchers would serve to 1) increase the supply of housing for persons in need or 2) sustain otherwise unsustainable Housing for low-income person in need.**

az031c01.pdf

	On January 19, 2011, the PHA consulted with the Resident Advisory Board (RAB) on the approval of version az031v01 of the Annual Agency Plan and to discuss the revisions to the Tempe Housing Services Administrative Plan. No Comments were received by the PHA for this meeting. **On April 22, 2011, the PHA received a request to revise its Annual PHA plan which was submitted to the Department of Housing and Urban Development (HUD), Phoenix Field Office on April 7, 2011. The revision includes statements for Section 7.0, Homeownership Programs, and Project-based Vouchers. The statements include a description of the Section 8 Homeownership program administered by the agency or for which the PHA has applied or will apply for approval as noted in the agency's 5-year plan for FY2010-2014. The statements also include any homeownership programs administered by the agency for which the PHA applied or will apply for approval.** **Because the revision constitutes a substantive change, per HUD regulation, the PHA consulted the Resident Advisory Board on May 16, 2011 and published a 45-day public notice on May 18, 2011. City Council adopted the revision on July 7, 2011 and the Plan was resubmitted to HUD on July 8, 2011. No Comments were received by the PHA.**
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable. **N/A**
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing. **N/A**
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. **N/A**
8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. **N/A**
9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.
9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. **On March 7, 2011, the PHA posted public notice on the opening of its Section 8 Housing Choice Voucher Program. The PHA's Section 8 wait list had not been opened since November 2008. The timeframe the wait list would remain open was from Monday, April 11, 2011 @ 11:00 AM through Wednesday, May 11, 2011 @ 5:00 PM. Pre-applications would be accepted online only and persons with special needs, or those who are disabled and need accommodations, could request in writing, a pre-application to be mailed to them. Upon the closing date and time on May 11, 2011, the PHA received 5154 preapplications.** (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" (c) PHA's must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance.
11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) **N/A** (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) **N/A** (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) **N/A**

	(d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) **N/A** (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) **N/A** (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. **NO RAB comments** (g) Challenged Elements**. NO Challenged Elements.** (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only*)* (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only) **N/A**

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5E3**

SUBJECT: Request approval to adopt a resolution authorizing the Mayor to execute the Grant Agreement between the Arizona Criminal Justice Commission and the City of Tempe for the provision of CARE 7 victim assistance services.

DOCUMENT NAME: 20110707cskb01COMMUNITY SERVICES ADMIN (0701-01) Resolution No. 2011.63.

COMMENTS: The Arizona Criminal Justice Commission (ACJC) has awarded to the City of Tempe $21,000.00 in state grant funds through June 30, 2012. The required match of $21,000.00 is met through existing staff.

PREPARED BY: Kim Bauman, Social Services Supervisor, (Ext. 2462)

REVIEWED BY: Naomi Farrell, Deputy Community Services Director-Social Services (Ext. 5428)

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (Ext. 8779)

DEPARTMENT REVIEW BY: Kathy Berzins, Community Services Director, (Ext. 5464)

FISCAL NOTE: Matching funds of $21,000.00 for supervision and grant oversight will be met through existing staff in cost center 2485. The grant funds and city staff match provide 100% of the cost for a temporary, non-benefitted part-time CARE 7 victim advocate position.

RECOMMENDATION: Adopt Resolution No. 2011.63.

ADDITIONAL INFO: These grant funds will continue to provide a part-time Victim Advocate position for victims of crime. The position provides victims with timely access to crisis counseling, emergency housing/shelter, food, linkage to individual and group counseling and other services, and criminal justice advocacy. This is the tenth consecutive year this grant has been awarded to the City of Tempe's CARE 7 Program.

RESOLUTION NO 2011.63.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE ARIZONA CRIMINAL JUSTICE COMMISSION FOR ACCEPTANCE OF A CRIME VICTIM ASSISTANCE GRANT.

WHEREAS, the Arizona Criminal Justice Commission (ACJC) and the City desire to enter into an Agreement to allow the City to accept Crime Victim Assistance grant funds by and through ACJC Grant Number VA-12-056.

WHEREAS, the City desires to accept the ACJC Crime Victim Assistance grant funds to provide CARE 7 victim assistance services;

WHEREAS, the City is authorized by A.R.S. §11-952 and Section 1.03 of the Tempe City Charter to enter into this Agreement on behalf of the City; and

WHEREAS, the Arizona Criminal Justice Commission is authorized by the A.R.S. §41-2405 (B)(6) to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Mayor is authorized to sign the Grant Agreement accepting Arizona Criminal Justice Commission Crime Victim Assistance grant funds ACJC Grant Number VA-12-056 to provide CARE 7 victim assistance services for the period July 1, 2011 through June 30, 2012.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____day of _____, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM ASSISTANCE
GRANT AGREEMENT

ACJC Grant Number VA-12-056
State Funded Grant Program

This Grant Agreement is made this 6th day of June, 2011 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and City of Tempe, through the Tempe City Social Services - Care 7 hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2011 and terminate on June 30, 2012. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion shall approve an extension that further the goals and objectives of the program and shall determine the length of the extension.

2. The GRANTEE agrees that grant funds will be used to provide services to victims of crime as stated in the grant application.

3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the COMMISSION will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

4. This Agreement may be modified only by a written amendment signed by the Authorized Official or by persons designated by the Authorized Official on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
   A. If to the COMMISSION:

      Arizona Criminal Justice Commission
      1110 W. Washington Street, Suite 230
      Phoenix, Arizona 85007
      Attn: Program Manager

B. If to the GRANTEE:

Tempe City Social Services - Care 7
PO Box 5002
Tempe, AZ 85280
Attn: Ms. Kim Bauman

5. The GRANTEE agrees to submit in writing all budget adjustment requests for approval by the COMMISSION. Written approval from the COMMISSION is required before any fund expenditures are made from adjusted budget categories.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$21,000.00
Fringe Benefits (for salaries/overtime)	Not Approved
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment:	
Capital	Not Approved
Non-Capital	Not Approved
TOTAL	**$21,000.00**
Personnel Positions Funded:	
Crisis Response Staff	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed $21,000.00 in State funds. An additional 21000 in local matching funds will be supplied by the GRANTEE from City General Funds.

7. The GRANTEE understands that grant funds will be paid in quarterly allotments through the grant period of award.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the Commission. All such documents shall be subject to inspection and audit at reasonable times.

10. For the purpose of this grant, a capital expenditure is $5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $5,000, the GRANTEE will use its own policy.

11. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. The GRANTEE agrees that funds will not be used for the construction of new facilities.

12. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees.

13. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period:	**Due Date:**
July 1, 2011 to September 30, 2011	October 31, 2011
October 1, 2011 to December 31, 2011	January 31, 2012
January 1, 2012 to March 31, 2012	April 30, 2012
April 1, 2012 to June 30, 2012	August 15, 2012
Annual Report	August 15, 2012

More frequent reports may be required for GRANTEES who are considered high risk.

14. All goods and services must be received, or have reasonable expectations thereof, and placed in service by the GRANTEE by the expiration of this award.

15. All goods and services must be paid by the GRANTEE within 60 days of the expiration of this award.

16. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of $100,000.

17. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $450 per day.

18. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.

19. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

20. No funds shall be used to supplant Federal, State, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds or positions because of the existence of available grant funds.

21. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1518 et seq. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.

24. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

25. 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 attorneys 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 cased by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEES contractor or any of it owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit A.

27. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the Data Dictionary, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the Data Dictionary as the data entry standard in any new system or when an existing Information System is replaced. Currently not available on-line. Call for copy, we will email.

28. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the National Information Exchange Model/Global Justice XML Data Model (NIEM/GJXDM) an object oriented data model that specifies a representation structure for the Global Justice XML Data Dictionary (GJXDD), approved by the COMMISSION as the standard for information sharing when improving, updating, or replacing an existing Information System. Link: OJP IT GJXDM http://www.it.ojp.gov

29. If the GRANTEE is a governmental political subdivision, the GRANTEE should integrate their information sharing systems with other information sharing systems and networks within the state using existing networks as the backbone to achieve interstate connectivity. Unless the GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be costs effective or would impair the functionality of an existing or proposed information sharing system.

30. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

31. If the GRANTEE is a state agency and the award is for technology development projects, for more than $25,000 the GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Government Information Technology Agency (GITA), with a copy to the COMMISSION. Additionally, the GRANTEE agrees to submit required project status reports to GITA using their forms by the required due date with copies to the COMMISSION.

32. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, section 1502.

35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

36. The GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

37. The GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

38. The GRANTEE agrees to abide by State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

39. The GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If the GRANTEE has no policy, reference the Uniform Accounting Manual for Arizona Counties authorized by the Auditor General for disposition guidelines and guideline development. Link: Uniform Accounting Manual for Arizona Counties http://www.auditorgen.state.az/

40. The GRANTEE agrees expend all encumbered funds within 60 days of expiration of this award and to remit all unexpended grant funds to the COMMISSION within 30 days of written request received from the COMMISSION.

41. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4 and 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

42. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 U.S.C. 1432(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. The GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

43. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with ARS 41-4401.

44. The GRANTEE acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

45. Pursuant to ARS 35-391.06 and ARS 35-393.06, the GRANTEE hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

46. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

47. The GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grant Management Reference Manual. Link: ACJC Grants Management Reference Manual http://azcjc.gov/Grants/

48. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy.

49. The GRANTEE agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules, R10-4-201 through R10-4-204 of the Crime Victim Assistance program administered by the COMMISSION.

50. The GRANTEE assures that it will collect and maintain information on victim services provided by ethnicity, sex, age and disability.

51. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSIONS discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

52. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Mayor or City Manager Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal Counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5E4**

SUBJECT: Request approval to adopt a resolution authorizing the adjustment of the Malt Beverage Permit fee policy for the Community Services Department. Department program and service fees can only be changed by Council authorization as presented by staff recommendation.

DOCUMENT NAME: 20110707cssw01 MISCELLANEOUS FEES (0210-05) Resolution 2011.58

COMMENTS: Staff performed an analysis of other east valley cities that charged fees for malt beverage permits, as shown in table A. The results of this analysis demonstrate that the average fee for permits is $20 for residents and $22 for non-residents. The results suggest that the current fees for malt beverage permits could be increased and remain competitive with other surrounding cities. Permits will continue to be issued through the Community Services Department.

PREPARED BY: Shawn Wagner, Recreation Services Manager, 480-350-5299

REVIEWED BY: Travis Dray, Deputy Director Recreation Services, 480-350-5182

LEGAL REVIEW BY: David Park, City Attorney, 480-350-8907

DEPARTMENT REVIEW BY: Kathy Berzins, Director Community Services, 480-350-5464

FISCAL NOTE: Staff estimates that the increase in malt beverage permit fees will yield an additional $7,800 in revenue annually. The new fees will be implemented August 29, 2011.

RECOMMENDATION: Adopt Resolution No. 2011.58

ADDITIONAL INFO: On June 2, 2011the second public hearing for the ordinance change to City Code Chapter 23 Section 45 was approved by the City Council. This change amended the City Code to allow non-residents to obtain a one day malt beverage permit. The adoption of this resolution will set the fees for resident and non-resident malt beverage permits. The Parks, Recreation and Golf Advisory Board and the Sports, Tourism, Recreation, Arts and Cultural Development Council Committee support and recommends the change.

RESOLUTION NO. 2011.58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING FEES FOR THE MALT BEVERAGE PERMITS.

WHEREAS, the City of Tempe has an established community services programs and services for its citizens, and

WHEREAS, as a part of these programs and services certain fees must be charged in order to recover costs and provide the service and

WHEREAS, the City Council has considered a policy for charging fees that is based on the type of service and

WHEREAS, the City Council has previously approved fee policies established for the Community Services Department and filed with the City Clerk

NOW, THEREFORE, be it resolved that the City Council of the City of Tempe adopts Resolution 2011.58 which shall amend the fees previously set for community services' programs and services as follows:

4.0 Facility Fees

4.5 Beer Permit

Valid for one day only (until dusk – unless it is part of a facility reservation).

Beer Permit Fees		
Resident	~~$10~~	$15
Non-resident	~~N/A~~	$20
Corporate Areas (100+)	~~$15~~	$25

Corporate Areas include:

- Fiesta Ramada (Pods A-G), Kiwanis Park
- Ruben Romero Corporate Area, Kiwanis Park
- Dick and Jane Neuheisel Sister Cities Gardens, Kiwanis Park

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ____ day of _____, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Table A

Recreation Services
Malt Beverage (Beer) Permit Fees

Proposal
1) Increase permit fee from $10 to $15 for residents
2) Establish a permit fee for non residents of $20
3) Increase permit fee from $15 to $25 for corporate functions

Projections	Permit Fee	New Permit Fee Revenue	Projected # of Permits
Resident	$15	$4,500	900
Non Resident	$20	$3,000	150
Corporate	$25	$300	39
		$7,800	**1,089**

Current	Permit Fee	Actual Revenue	# of Permits
Resident	$10	$9,205	920
Non Resident	n/a	n/a	n/a
Corporate	$15	$675	45
		$9,880	**965**

	Resident	Non Resident
Current Tempe	$10	n/a

	Resident	Non Resident
Chandler	$10	$13
Gilbert	n/a	n/a
Glendale	$15	$20
Mesa	$20	$20
Phoenix	$28	$28
Scottsdale	n/a	n/a
Tucson	$25	$30

	Resident	Non Resident
Median	$20	$20
Average	$20	$22

	Actual	Permits
FY 10	$9,205	920
FY 09	$9,087	908

	Resident	Non Resident
Rental Summary	75%	25%

Beer Permits

City	Resident	Non Resident
Chandler	$10	$13
Gilbert	n/a	n/a
Glendale	$15	$20
Mesa	$20	$20
Phoenix	$28	$28
Scottsdale	n/a	n/a
Tucson	$25	$30
Tempe	$10	n/a

	Actuals	$5 increase	Resident	25% NR
FY 11	$9,000	$4,500	$13,500	$3,375
FY 10	$9,205			
FY 09	$9,087			
FY 08	$5,942			

Rental Summary	Resident	Non Resident	
Company Picnic	95	39	41.1%
Family Reunion	7	1	14.3%
Picnic	947	249	26.3%
	1,049	289	27.6%

25% increase in permit sales if non residents are eligible for beer permits

Proposal	Fee	Revenue	Difference	Permits
Resident	$15	$13,500	$4,500	900
Non Resident	$20	$3,000	$3,000	150
			$7,500	

Staff Summary Report

City Council Meeting Date: 7/7/2011 **Agenda Item Number: 5E5**

SUBJECT: Request approval to adopt a resolution authorizing the Mayor to execute an Addendum to the Development Agreement (C2004-128) originally executed by Tempe Land Company, LLC and the City.

DOCUMENT NAME: 20110707cdaws01 SOUTHEAST QUADRANT DOWNTOWN TEMPE (0403-02-06) RESOLUTION NO. 2011.64

COMMENTS: This Addendum will authorize additional signage for Phases I and II of the Project.

PREPARED BY: Alex Smith, Technology Development Specialist (350-2708)

REVIEWED BY: Lisa Collins, Deputy Community Development Director (350-8989)

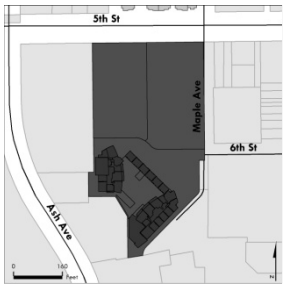
LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (858-2187)

DEPARTMENT REVIEW BY: Chris Anaradian, Community Development Director (858-2204)

FISCAL NOTE: No fiscal impact.

RECOMMENDATION: Adopt Resolution No. 2011.64

ADDITIONAL INFO: Since the execution of the Development Agreement, ZarCalRes Tempe, LLC (Zaremba) and Centerpoint Land, LLC have taken ownership of the Property. Staff is currently working with Zaremba and Centerpoint Land to formalize an assumption agreement that will be brought before Council for approval.



RESOLUTION NO. 2011.64

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE CENTERPOINT CONDOMINIUMS DEVELOPMENT AGREEMENT (C2004-128)

WHEREAS, City and TEMPE LAND COMPANY, LLC ("TLC") were parties to that certain Development Agreement dated June 18, 2004 and recorded June 28, 2004 as Instrument No. 2004-0730290, Official Records of Maricopa County, Arizona, as amended by the First Amendment to Development Agreement dated June 16, 2005 and recorded July 25, 2005 as Document No. 2005-1041108 (the "First Amendment"), Official records of Maricopa County, Arizona, and the Second Amendment dated January 19, 2006 and recorded February 10, 2006 as Document No. 2006-0194908, Official records of Maricopa County, Arizona (the "Second Amendment") (the Development Agreement, the First Amendment and the Second Amendment are hereafter collectively referred to as the "Development Agreement"); and

WHEREAS, since the execution of the Development Agreement, TLC filed for bankruptcy and the Property was sold to ZarCalRes Tempe, LLC (Zaremba), which subsequently transferred to Centerpoint Land, LLC portions of the Property; and

WHEREAS, Zaremba and Centerpoint Land now desire to modify the existing agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1: That the Mayor is authorized to execute an Addendum to the Centerpoint Condominiums Development Agreement (C2004-128) in substantially the form of such document on file with the City Clerk's office and to execute such other documents and take such further actions as are necessary to implement its terms.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2011.

_____

Hugh L. Hallman, Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ADDENDUM TO
DEVELOPMENT AGREEMENT
(c2004-128)

THIS ADDENDUM TO DEVELOPMENT AGREEMENT (the "Addendum"), is entered into as of this _____ day of _____, 2011 (the "Effective Date"), by and between ZARCALRES TEMPE, LLC ("Zaremba"), a Delaware limited liability company, CENTERPOINT LAND, LLC, an Arizona limited liability company ("Centerpoint Land"), and the CITY OF TEMPE, an Arizona municipal corporation ("City").

RECITALS

A. City and TEMPE LAND COMPANY, LLC ("TLC") were parties to that certain Development Agreement dated June 18, 2004 and recorded June 28, 2004 as Instrument No. 2004-0730290, Official Records of Maricopa County, Arizona, as amended by the First Amendment to Development Agreement dated June 16, 2005 and recorded July 25, 2005 as Document No. 2005-1041108 (the "First Amendment"), Official records of Maricopa County, Arizona, and the Second Amendment dated January 19, 2006 and recorded February 10, 2006 as Document No. 2006-0194908, Official records of Maricopa County, Arizona (the "Second Amendment") (the Development Agreement, the First Amendment and the Second Amendment are hereafter collectively referred to as the "Development Agreement"). (Capitalized terms used herein without definitions shall have the meanings given such terms in the Development Agreement, unless the context clearly indicates otherwise.)

B. Since the execution of the Development Agreement, Phase I, a 22-story tower consisting of 189 units, parking garage and retail space, and Phase II, a 30-story tower consisting of 186 units, were substantially completed. TLC subsequently filed for bankruptcy and the Property was sold to Zaremba.

C. Zaremba transferred to Centerpoint Land portions of the Property, more particularly described as Lot 2 and Lot 3 according to the plat recorded in Book 832, Page 18, in the records of the County Recorder of Maricopa County, Arizona (the "Centerpoint Land Property"), and retained the balance of the Property, which is more particularly described in the plat recorded in Book 975, Page 39, in the records of the County Recorder of Maricopa County, Arizona (the "Zaremba Property").

D. The parties desire to supplement the Development Agreement as hereafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Recitals are true and correct and are incorporated herein by reference.

2. **Signage.** City and Zaremba herby acknowledge that the distinctive location of the Zaremba Property, within the Downtown, and the visibility of Phase I and Phase II of the Project provides a unique opportunity for both City and Zaremba to establish the Zaremba Property as a high-profile residential housing development in the Downtown. As a result, the parties acknowledge and agree that appropriate signage will and should be an integral part of Phase I and Phase II of the Project and will be necessary to maintain high occupancy levels and attract first-class retail tenants. In connection therewith, City agrees to work with Zaremba on appropriate signage. Permitted signage for Phase I and Phase II of the Project shall include three (3) building-mounted signs not to exceed six hundred (600) square-feet in aggregate, with no building-mounted sign being greater than ten feet (10') in height, four (4) directional signs not to exceed eight (8) feet in height or twenty-four (24) square-feet per sign, two (2) multi-tenant monument signs not to exceed fifteen (15) feet in height or one hundred (100) square-feet per sign with no restriction on the number of tenants per sign, five (5) canopy-mounted retail signs not to exceed fifty (50) square-feet per sign and four (4) illuminated pole-mounted accent elements, not to exceed fifty (50) feet in height.

3. General Provisions.

3.1 Arizona Law. This Addendum shall be governed by, and construed in accordance with, the laws of the State of Arizona.

3.2 Binding Effect. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

3.3 Counterparts. This Addendum may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Development Agreement as of the date set forth above.

ZAREMBA:

ZARCALRES TEMPE, LLC, a Delaware limited liability company

By: ZarCalRes, LLC, a Delaware limited liability company, its Manager

By: Zaremba Multifamily, LLC, a Delaware limited liability company, its Manager

By: _____

Printed Name: _____
Its:_____

STATE OF)
) ss.
County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of Zaremba Multifamily, LLC, a Delaware limited liability company, Manager of ZarCalRes, LLC, a Delaware limited liability company, Manager of ZarCalRes Tempe, LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public

(Seal)

CENTERPOINT LAND:

CENTERPOINT LAND, LLC, an Arizona limited liability company

By:_____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of Centerpoint Land, LLC, an Arizona limited liability company, for and on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

ATTEST:

CITY OF TEMPE,
an Arizona municipal corporation

_____
City Clerk

By:_____
Hugh L. Hallman, Mayor

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Hugh L. Hallman, the Mayor of the CITY OF TEMPE, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

Staff Summary Report

Tempe

Council Meeting: 7/7/2011 **Agenda Item Number: 5E6**

SUBJECT: Request approval to adopt a resolution to enter into a Memorandum of Understanding (MOU) between Maricopa County and the Tempe Police Department to accept funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

DOCUMENT NAME: 20110707pdmk01 POLICE DEPT ADMIN (0606-02) RESOLUTION NO. 2011.61

COMMENTS: The award amount is $84,698

PREPARED BY: Miyoung Kim, Sr. Budget and Finance Analyst, EXT. 8358

REVIEWED BY: Paul Bentley, Fiscal & Research Administrator, EXT. 6204

LEGAL REVIEW BY: Bill Amato, Police Legal Advisor, EXT. 8610

DEPARTMENT REVIEW BY: Tom Ryff, Chief of Police, EXT. 8214

FISCAL NOTE: No fiscal impact to the general fund.

RECOMMENDATION: Adopt Resolution No. 2011.61

ADDITIONAL INFO: This agreement outlines the role of Maricopa County as administer of the program.

This grant provides for an one-time funding to be used for the overhire program in the Communications Division of the Police Department. Given it takes a full year from when a Communication Dispatcher is hired until the time he or she is able to work solo, the overhire positions will allow the Department to hire in anticipation of expected and unexpected attrition. Given the high workload of the Dispatcher, it is critical that any vacancies are filled quickly, as there are long term repercussions if hiring lags occur.

RESOLUTION NO. 2011.61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEMPE AND COUNTY OF MARICOPA, ARIZONA AND AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACT AS AGENT OF THE CITY OF TEMPE FOR ALL NEGOTIATIONS AND NECESSARY INSTRUMENTS.

WHEREAS, the City of Tempe, at the recommendation of the Police Department, will approve the Memorandum of Understanding; and

WHEREAS, this project is for the benefit of all citizens of Tempe; and

WHEREAS, the project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Approves the Memorandum of Understanding between County of Maricopa, Arizona and the City of Tempe; and

2. Gives authority to the Tempe Chief of Police or his designee, to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ____ day of _____, 2011.

_____
Hugh Hallman, MAYOR

ATTEST:

_____
Brigitta Kuiper, City Clerk

APPROVED AS TO FORM:

_____
Andrew Ching, City Attorney

GMS APPLICATION NUMBER _____ (Mandatory)

CONTRACT NO. _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING
AMONG
CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF SCOTTSDALE, CITY OF SURPRISE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2011 LOCAL SOLICITATION

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of SURPRISE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, -251:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to receive $1,841,662 from the JAG award for the Maricopa County JAG Program.
COUNTY agrees to pay City of Avondale a total of $34,471 of JAG funds.
COUNTY agrees to pay City of Chandler a total of $72,227 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of $20,092 of JAG funds.
COUNTY agrees to pay City of Glendale a total of $122,631 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of $10,047 of JAG funds.
COUNTY agrees to pay City of Mesa a total of $181,003 of JAG funds.
COUNTY agrees to pay City of Peoria a total of $27,193 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of $903,974 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of $39,318 of JAG funds.
COUNTY agrees to pay City of Surprise a total of $10,220 of JAG funds.
COUNTY agrees to pay City of Tempe a total of $84,698 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use $335,788 for the JAG Program until September 30, 2014.

Section 3

1. **Term**. This Agreement shall be in effect for the term of the FY2011 JAG grant, being October 1, 2010 through September 30, 2014, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.

2. **Obligations of the COUNTY**. The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
   A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
   B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.

3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
   A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
   B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
   C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.

4. **DISCLAIMER**. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.

5. **NON-AVAILABILITY OF FUNDS**. Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

The **COUNTY**: Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642	The CITY of **AVONDALE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **CHANDLER** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The TOWN of **GILBERT** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **GLENDALE** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of **GOODYEAR** Name: Address: Address: Address: City/St/Zip: Phone: Fax:
The CITY of **MESA** Name: Address: Address: Address: City/St/Zip: Phone: Fax:	The CITY of **PEORIA** Name: Address: Address: Address: City/St/Zip: Phone: Fax:

GMS APPLICATION NUMBER _____ (Mandatory)

The CITY of **PHOENIX** Name:	The CITY of **SCOTTSDALE** Name:
Address:	Address:
Address:	Address:
Address:	Address:
City/St/Zip:	City/St/Zip:
Phone:	Phone:
Fax:	Fax:
The CITY of **SURPRISE** Name:	The CITY of **TEMPE** Name:
Address:	Address:
Address:	Address:
Address:	Address:
City/St/Zip:	City/St/Zip:
Phone:	Phone:
Fax:	Fax:

Section 4

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

Section 8

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

Section 9

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

Section 10

Mutual Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.

GMS APPLICATION NUMBER _____ (Mandatory)

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Deputy County Attorney, Civil Svcs Div Date	**MARICOPA COUNTY** **By:** _____ Andrew Kunasek **Its**: Chairman of the Board of Supervisors **Attest:** _____ Fran McCarroll, Clerk of the Board **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Avondale City Attorney Date	**CITY OF AVONDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Chandler City Attorney Date	**CITY OF CHANDLER** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Gilbert Town Attorney Date	**TOWN OF GILBERT** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Glendale City Attorney Date	**CITY OF GLENDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE**: _____

GMS APPLICATION NUMBER _____ (Mandatory)

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Goodyear City Attorney Date	**CITY OF GOODYEAR** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Mesa City Attorney Date	**CITY OF MESA** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Peoria City Attorney Date	**CITY OF PEORIA** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Phoenix City Attorney Date	**CITY OF PHOENIX** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Scottsdale City Attorney Date	**CITY OF SCOTTSDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

GMS APPLICATION NUMBER _____ (Mandatory)

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Surprise City Attorney Date	**CITY OF SURPRISE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Tempe City Attorney Date	**CITY OF TEMPE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

Staff Summary Report

City Council Meeting Date: 7/7/2011 **Agenda Item Number: 5E7**

SUBJECT: Request approval to adopt a resolution authorizing the Mayor to execute a Rehabilitation and License Agreement with Rio Salado Foundation, an Arizona nonprofit corporation for the partial rehabilitation of the Hayden Flour Mill.

DOCUMENT NAME: 20110707cdcm01 COMMUNITY DEVELOPMENT/REDEVELOPMENT PROJECTS (0403-01) RESOLUTION NO. 2011.60

COMMENTS: If approved, the Rio Salado Foundation will landscape the street frontage of the flour mill and perform other exterior enhancements to the Mill building located at 119 South Mill Avenue.

PREPARED BY: Chris Messer, Principal Planner (350-8562)

REVIEWED BY: Lisa Collins, Deputy Community Development Director (350-8989)
Mark Day, Senior Budget and Finance Analyst (350-8697)

LEGAL REVIEW BY: Cynthia McCoy, Assistant City Attorney (858-2187)

DEPARTMENT REVIEW BY: Chris Anaradian, Community Development Director (858-2204)

FISCAL NOTE: The Rio Salado foundation is in the process of raising capital that will cover almost all costs for the landscaping, irrigation and exterior enhancements to the mill building. The City Council has authorized a Capital Improvement Project (CIP) appropriation of $70,000 (consisting of $60K in City funds and $10K in private contributions) to assist in the project.

RECOMMENDATION: Adopt Resolution No. 2011.60

ADDITIONAL INFO: The License will allow the Rio Salado Foundation to landscape the street frontages provide an irrigation system, remove the fencing from the street frontages, and revitalize the exterior of the flour mill building. The silos are not part of the current scope of work. The City will also assist in the rehabilitation of the mill property. The City portion of the improvements will more than likely consist of lighting for the site and building, but at this stage of design, that could change.

RESOLUTION NO. 2011. 60

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE A REHABILITATION AND LICENSE AGREEMENT BETWEEN THE CITY OF TEMPE AND THE RIO SALADO FOUNDATION, AN ARIZONA NONPROFIT CORPORATION.

WHEREAS, the City owns certain land located at the corner of Mill Avenue and Rio Salado Parkway, known as the "Flour Mill"; and

WHEREAS, the City desires to restore the Flour Mill property in a manner that will maintain its character as a significant cultural resource within the City of Tempe, and allow temporary use of the Flour Mill property for events and other activities pending its ultimate development; and

WHEREAS, The Rio Salado Foundation, an Arizona nonprofit corporation (the "Foundation") desires to assist City with these goals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Mayor or his designee is authorized to execute a Rehabilitation and License Agreement with the Foundation to be in substantially the form on file with the City Clerk's office, and the Mayor or his designee is further authorized to take such further actions and execute such additional documents as are necessary to implement each such Rehabilitation and License Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2011.

_____
Hugh L. Hallman, Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

REHABILITATION AND
LICENSE AGREEMENT

C2011-60

This Rehabilitation and License Agreement ("License") is entered into as of _____, 2011, by and between the City of Tempe, a municipal corporation ("City"), and Rio Salado Foundation, an Arizona nonprofit corporation ("Foundation").

RECITALS

A. City owns the Hayden Flour Mill, located at 119 South Mill Avenue, Tempe, Arizona, and related real property depicted on **Exhibit A** attached hereto (the "Property"); and

B. City desires to restore the Property and maintain its character as a significant cultural resource for Tempe, and Foundation desires to marshal and contribute resources to City's efforts, thereby enabling the future use of the Property for events and other activities that will redound to the benefit of City and its residents.

.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto state, confirm and agree as follows:

1. Grant of Temporary License. City hereby grants the Foundation a non-exclusive license to go upon the Property for the purpose of completing the Project (as hereafter defined) and conducting the other activities described herein. This License does not grant the Foundation any right, title or interest in or to the Property, and shall not be construed to prevent or restrict City from granting other privileges to use the Property in any manner not inconsistent with this License and the efficient completion of the Project in accordance with this Agreement. Further, this License is subject to all existing encumbrances of record, including easements and licenses to which the Property is subject as of the date hereof.

2. Term. The License shall commence on its date of execution and continue for a period of one year unless sooner terminated. Unless either party gives notice of termination in accordance with Section 8.3, the license shall be automatically renewed for up to three (3) additional periods of one year each.

3. The Project.

3.1 At its sole cost and expense, the Foundation shall perform or cause to be performed all services and provide or cause to be provided all materials required for completion of the Project as generally described in **Exhibit B** (the "Project") attached hereto. The Foundation shall pay all costs, expenses and fees associated with the Project, other than those services and activities to be performed by City as described on **Exhibit C** (the "City Improvements") attached hereto. The City shall be the sole owner of all work product (in whatever format) produced as part of the Project, and the Foundation hereby assigns to City any and all right, title and interest they may have in and to such work product. The Foundation shall cause any consultants or other parties retained by it, to execute such further documents of assignment as the City deems necessary or advisable to reflect the City's ownership of the Project.

3.2 City shall make available to the Foundation any and all relevant historic information and studies in its possession related to the Property. City and the Foundation hereby acknowledge and agree that they shall cooperate in good faith with each other and use best efforts to pursue completion of the Project as contemplated by this Agreement.

4. <u>Schedule of Performance</u>. City and the Foundation intend that the Project shall be achieved pursuant to the Schedule of Performance attached hereto as **Exhibit D**. City and the Foundation shall, by mutual written agreement, refine and revise the Schedule of Performance as may be necessary to accommodate any unforeseen factors, events or unexpected occurrences that may necessitate such refinement or revision. The performance by either party shall not be deemed to be in default where there is a delay in performance caused by or resulting from war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, unusually severe weather, inability (when the party required to perform is faultless) of any contractor, subcontractor or supplier to perform acts for such party, or acts or the failure to act of any public or governmental agent or entity, litigation relating to the Property initiated by a third party (and where the party claiming excused delay is without fault in connection with such litigation) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform (a "*force majeure*"), and the party affected by the force majeure event gives notice to the other party within five (5) business days after the occurrence of such event. In the event that any party to this Agreement is unable or fails to perform due to an event constituting a *force majeure* and such party has given the notice as provided above, and such excused delay is the proximate cause of the other party being unable or failing to perform in accordance with the terms of this Agreement, then the time for the performance of the other party shall also be extended for a period of time equal to the period of the delay plus a reasonable start-up period. Any extension of time resulting from a *force majeure* shall only be for the period of the *force majeure*.

5. Authority. The Foundation represents and warrants to City that it is and shall remain during the term of this Agreement a nonprofit charitable organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and that it has the power and authority to enter into this Agreement without the consent or approval of any third party. The

execution, delivery and performance of this Agreement by the Foundation has been duly authorized by all necessary action and does not violate any of the Foundation's organic documents, or any agreement to which the Foundation is a party, or by which it is bound.

6. Covenants of Foundation.

6.1 Costs. During the term of this Agreement, the Foundation shall pay all costs, expenses and fees associated with the Property and its operations, and shall at its sole cost and expense: (a) maintain the Property and adjacent sidewalks in good repair and condition, with due regard to such matters as trash pick-up and dust control; (b) complete the work included within the Project in a good and workmanlike manner in compliance with all applicable laws, rules and regulations, and pay when due all claims for labor performed and materials furnished therefor; (c) comply in all material respects with all laws affecting the Property; (d) commit or permit no waste; (e) do no act which would impair or depreciate the value of the Property or any improvements thereon; (f) do no act which would remove or demolish any building or other improvements on the Property; (g) permit no condition to exist on or with respect to the Property which would wholly or partially invalidate any insurance thereon; and (h) provide such security as it deems necessary and appropriate for all activities conducted on the Property or as may be required by any applicable permit issued in connection with such activity.

The Foundation acknowledges that unless otherwise agreed in a subsequent written agreement, City shall have no responsibility, obligation or liability with respect to any of the following, all of which shall be and remain the sole responsibility and obligation of the Foundation: all utilities supplied to the Property, including water, power, sewer, solid waste disposal and trash pick-up; disruption in the supply of services or utilities to the Property; and any other cost, expense, duty, obligation, service or function related to the Property, including without limitation costs relating to the construction of the Project other than those identified on **Exhibit B** to be performed by City. If City pays or incurs any cost or expense for which the Foundation is liable under this Agreement, the Foundation agrees to promptly (and in any event within thirty (30) days after City invoices the Foundation) reimburse City for any such cost or expense.

6.2 Compliance with Laws. The Foundation shall comply with all laws, statutes, acts, ordinances, rules, regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to the Property and the conduct of its activities pursuant to this Agreement. The Foundation shall not use or allow the use of the Property for any purposes in violation of this Agreement or applicable zoning or other laws. The Foundation shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required for its activities on the Property and perform its duties and obligations under this Agreement. The Foundation shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, disability, age, marital status or status with regard to public assistance in the use or occupancy of the Property or any part thereof.

6.3 Prohibition Against Liens. The Foundation shall not create or allow to be created a lien on or security interest in the Property; provided, that if the Property or any part thereof, or any interest therein, shall at any time during the term of this Agreement become subject to any vendor's, mechanic's, laborer's, or materialmen's lien based upon the furnishing of material

or labor to the Foundation, at its sole cost and expense, the Foundation shall cause the same to be discharged or bonded over within thirty (30) days after receipt of notice thereof.

6.4 No Improvements Without City Approval. The Foundation shall not make any material alteration, improvement, addition or other installation on the Property without City's prior written consent, and without completing the normal City review process, including submission of a Development Plan Review.

6.5 Insurance.

6.5.1 During the term of this Agreement, the Foundation shall obtain, and shall thereafter maintain the insurance coverage specified in **Exhibit E** (the "Insurance") attached hereto and incorporated herein for injury to persons, wrongful death, and damage to property occurring upon, in, about or to premises; provided that the Foundation need not obtain Worker's Compensation coverage until the first day that the Foundation has engaged any person as an employee. Insurance limits shall be periodically reviewed by City to ensure coverage based on market and risk requirements throughout the term of this Agreement. Said insurance shall be primary. The certificate of insurance shall be issued and shall name the City, its employees, officers, agents and volunteers as an additional insured and shall provide coverage for claims made after the effective term of this Agreement for occurrences during the effective term of this Agreement.

6.5.2 The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.5.3. The Foundation shall furnish City with original certificates (or certified copies) of the aforementioned insurance policies, in form and with insurers acceptable to the City's Risk Manager (or designee). Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, and/or cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City's Risk Manager.

6.5.4 The Foundation shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All insurance coverage for contractors and subcontractors shall be subject to all of the requirements stated herein for the Foundation.

6.6 Environmental Matters. The Foundation shall not and shall not allow any other person to deposit, store, dispose of, place or otherwise locate or allow to be located on or within the Property, any hazardous substances, as defined herein, including as the term is defined and/or regulated under any federal, state or local statute, ordinance, code or regulation. In the event any such substances are found on or within the Premises, the Foundation will be solely responsible

for any and all liabilities from such substances on, under or within the Premises, including the removal and/or remediation of such substances. Foundation hereby agrees to fully indemnify the City for any and all violations of this provision to the full extent of the law.

6.7 **Inspection Rights.** City may enter any part of the Property at any time.

6.8 **Indemnification**. To the extent not prohibited by law, the Foundation, its successors and assigns, shall indemnify, release, defend and hold harmless City, its, Council members, officers, employees, agents, representatives, volunteers, successors and assigns against and from any damage claim, demand, lawsuit or action of any kind for injuries, damages or loss, whether such injury, damage or loss is to person or property, arising in whole or in part out of the acts or omissions of the Foundation, its agents, contractors, agents, invitees, officers, directors, or employees, its use or occupancy of the Property for the purposes contemplated by this Agreement, including but not limited to claims by third parties who are invited or permitted onto the Property, either expressly or impliedly, by the Foundation or by the nature of the Project. Such obligation to indemnify shall extend to and encompass all costs incurred by City in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses. In the event that any action or proceeding shall be brought against City by reason of any claim referred to in this paragraph, upon written notice from City, the Foundation shall at its sole cost and expense, resist or defend the same through counsel selected by the Foundation and reasonably approved by City. The Foundation's obligation pursuant to this Section shall not extend to claims, demands, lawsuits or actions for liability attributable to the sole exclusive gross negligence or intentional misconduct of City, its Council members, officers, employees, agents, representatives, volunteers, successors or assigns. The provisions of this Section shall survive termination of this Agreement.

7. Conflicts; Personal Liability

7.1 **Conflict of Interest**. Pursuant to Arizona law, rules and regulations, no member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. §38-511.

7.2 **No Personal Liability.** No member, manager, officer or employee of the Foundation shall be personally liable to City, or any successor or assignee, (a) in the event of any default or breach by the Foundation, (b) for any amount which may become due to City or its successor or assign, or (c) pursuant to any obligation of the Foundation under the terms of this Agreement.

7.3 **No Personal Liability.** No member, official or employee of the City shall be personally liable to the Foundation, or any successor or assignee, (a) in the event of any default or breach by City, (b) for any amount which may become due to the Foundation or its

successors or assigns, or (c) pursuant to any obligation of City under the terms of this Agreement.

7.4 Liability and Indemnification. The Foundation hereby agrees to indemnify, protect, defend and hold harmless City, its Council members, officers, employees, volunteers and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by the Foundation, .

8. Default; Termination.

8.1 Default. It shall be a default if the Foundation fails to perform any covenant, condition, or agreement to be performed by it pursuant to this Agreement or breaches any representation or warranty made by it in this Agreement or otherwise in connection with the transaction of which this Agreement is a part. If a default involves the performance or non-performance of an act, or the occurrence or non-occurrence of an event or circumstance, the Foundation shall have a period of 30 days from receipt of written notice from City in which to cure such default; provided that if the nature of the Default is such that it cannot reasonably be cured within 30 days, then City shall not pursue its Default remedies if the Foundation commences the cure within 30 days and diligently pursues the same to completion within 90 days. Notwithstanding the foregoing, there shall be no Grace Period applicable to a Default based upon a breach of a representation or warranty of the Foundation, or in the breach of the Foundation's covenant to maintain insurance.

8.2 City's Remedies. City shall have the following remedies upon default by the Foundation, which remedies shall not be exclusive, and are cumulative in addition to any remedies now or later allowed by law:

8.2.1 City may cure the default at the Foundation's expense, by taking any action reasonably determined by it to be necessary to correct such default. The Foundation shall reimburse City for all costs it incurs to correct such default within thirty (30) calendar days after City presents the Foundation with a statement of such costs.

8.2.2 City may terminate this Agreement.

8.2.3 City shall be entitled to recover from the Foundation all of City's expenses, costs and damages arising out of any default, including, but not limited to, cleanup, repair, alterations, legal expenses (whether or not suit is brought), and costs and expenses of litigation.

8.2.4 City may also exercise any other rights City may have at law or in equity. City may exercise any remedy without court action, or by one or more court actions, and

in exercising any remedy may obtain partial relief without waiving its right to further relief. The exercise of any remedy by City shall not waive City's right to exercise any other remedy.

8.3 Termination. This Agreement may be terminated by mutual agreement of the parties or by either party upon not less than 180 days' prior written notice to the other.

9. General Provisions.

9.1 Notices. All Notices which shall or may be given pursuant to this Agreement shall be in writing and may be given in person or transmitted by registered or certified mail, return receipt requested, addressed as follows:

TO THE FOUNDATION The Rio Salado Foundation
C/o Sacks Tierney P.A.
Attn: Michael Rooney
4250 N. Drinkwater Blvd., Fourth Floor
Scottsdale, AZ 85251-3693

TO THE CITY: City Manager
City of Tempe
P. O. Box 5002
31 East 5th Street
Tempe, Arizona 85281

With a copy to: City Attorney
Tempe City Attorney's Office
P. O. Box 5002
21 E. Sixth Street, Suite 201
Tempe, Arizona 85281

Any party hereto shall have the right to change its designated notice address by providing to the other parties written notice of such change in the manner described above.

9.2 Dispute Resolution. If there is a dispute hereunder that the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Foundation and City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Foundation shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years experience in mediating or arbitrating disputes relating to commercial property development. The cost of any such mediation shall be divided equally between the City and the Foundation. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto; provided that the Foundation may not assign or sublicense its rights hereunder without the prior written consent of City, such consent not to be unreasonably withheld so long as the assignee or subFoundation is a nonprofit corporation whose mission includes objectives consistent with the goals of this Agreement and the Project. City hereby consents to a sublicense in favor of the Downtown Tempe Community.

9.5 Waiver. No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

9.6 Attorneys' Fees. In the event of any litigation between the parties in connection with this Agreement, excluding the mediation process described above, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

9.7 Severability; No Merger. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, to the extent the material provisions of this agreement are not vitiated.

9.8 Schedules and Exhibits. All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

9.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.11 No Partnership or Joint Venture. Under no circumstances shall the parties hereto be considered partners or joint venturers.

9.12 Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Foundation and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of the Developer requiring the consent of the City hereunder without

further action of the City Council, except for any actions requiring City Council approval as a matter of law, including, without limitation, any amendment or modification of this Agreement.

9.13 Conflict. This Agreement is subject to cancellation per ARS 38-511.

IN WITNESS WHEREOF, the undersigned have caused this Rehabilitation and License Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF TEMPE, an Arizona municipal corporation

_____
City Clerk

By_____
Hugh L. Hallman, Mayor

APPROVED AS TO FORM:

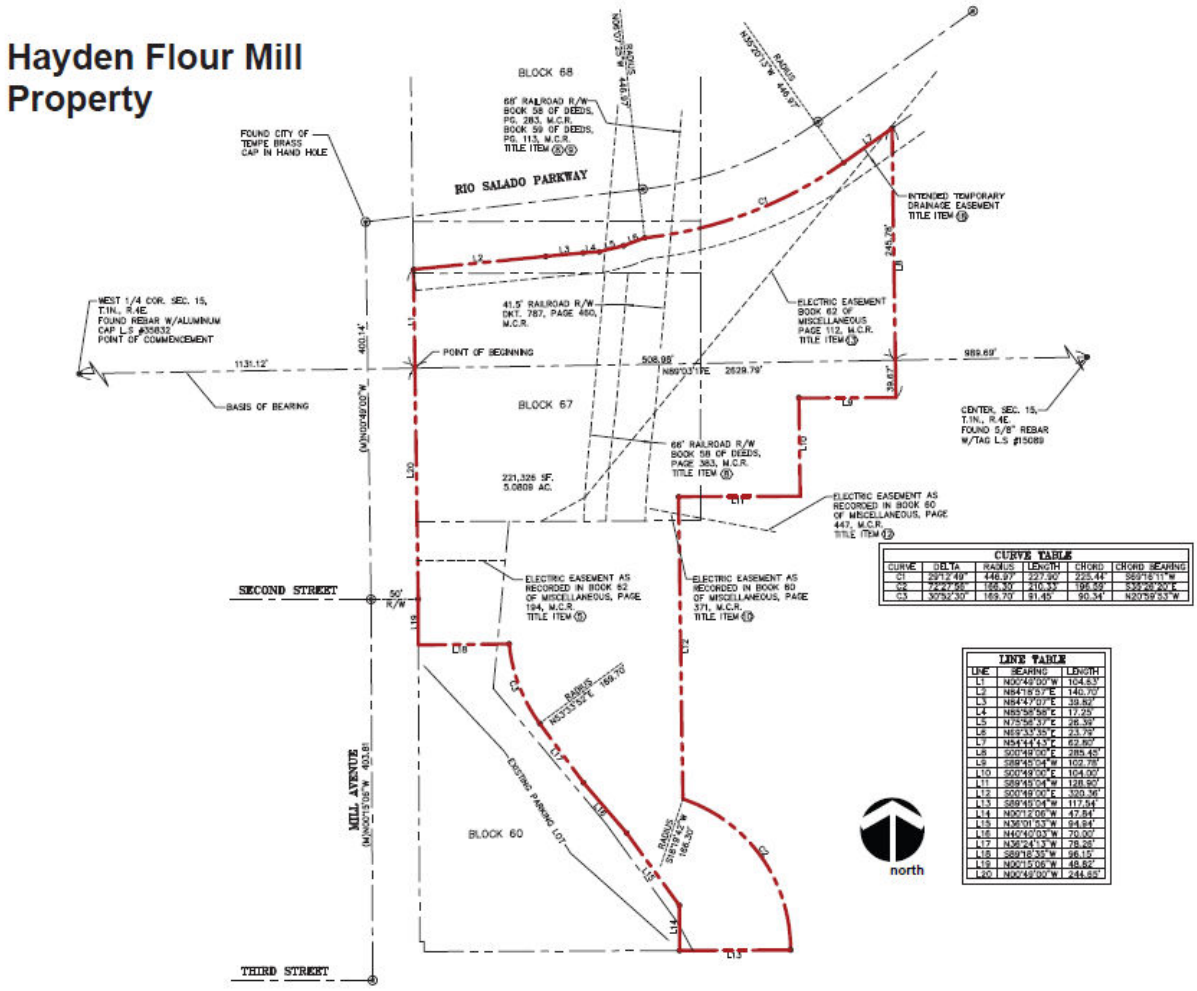
_____
City Attorney

The Rio Salado Foundation,
an Arizona nonprofit corporation

By_____
Name_____
Title_____

Exhibit A

the "PROPERTY"



CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	29°12'49"	446.97'	227.90'	225.44'	S69°18'11"W
C2	72°27'56"	186.30'	210.33'	196.59'	S35°28'20"E
C3	30°52'30"	169.70'	91.45'	90.34'	N20°59'53"W

LINE	BEARING	LENGTH
L1	N00°49'00"W	104.53'
L2	N84°18'57"E	140.70'
L3	N84°47'07"E	39.82'
L4	N85°58'58"E	17.23'
L5	N75°58'37"E	26.39'
L6	N69°33'35"E	23.79'
L7	N54°44'43"E	63.80'
L8	S00°49'00"E	285.43'
L9	S89°45'04"W	102.78'
L10	S00°49'00"E	104.00'
L11	S89°45'04"W	128.90'
L12	S00°49'00"E	320.36'
L13	S89°45'04"W	117.54'
L14	N00°12'06"W	47.84'
L15	N36°01'53"W	94.94'
L16	N40°40'03"W	70.00'
L17	N36°24'13"W	78.28'
L18	S89°18'35"W	96.15'
L19	N00°15'06"W	48.82'
L20	N00°49'00"W	244.65'

Exhibit B

"the Project"

The Project is generally intended to encompass landscaping the street frontage (including removing the existing fencing) and providing irrigation. The exact parameters of the Project will be determined by mutual agreement after a budget has been established. Once the parties have agreed on the exact scope of the Project, a new Exhibit B will be prepared and attached to the License Agreement, and become a part thereof.

Exhibit C

"the City improvements"

The City shall be responsible for lighting the area north of the mill building to Rio Salado Parkway and the area west of the mill building to Mill Avenue. The lighting level shall be one half foot candle.

Exhibit D

the "Schedule of Performance"

The Foundation shall complete the Project by September 1, 2011 unless the City extends this deadline in writing or extends this deadline for specific Project features in writing.

Exhibit E

The "Insurance"

I Minimum Levels of Insurance

A. Commercial General Liability: $5,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The General aggregate limit shall apply separately to the activities contemplated by this Agreement or the general aggregate shall be twice the required occurrence limit.

B. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.

C. Workers Compensation and Employers Liability: Workers Compensation and Employers Liability statutory limits as required by State of Arizona.

II Other Insurance Provisions

The policies or self-insurance certifications are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverage

1. Tempe, its officials, employees, and volunteers are to be covered as additional insureds as respects : liability arising out of activities performed by or on behalf of Foundation; products and completed operations of Foundation property owned, or used by Foundation or Automobiles owned, leased, hired or borrowed by Foundation. The coverage shall contain no special limitations on the scope of protection afforded to Tempe, its officials, employees, and volunteers related to Foundation's its employees' agents', subcontractors', or sub-contractors' activities pursuant to this agreement.
2. Insurance coverage shall be primary as respects the City, its officials, employees, and volunteers.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Tempe, its officials, employees, and volunteers.
4. Coverage shall state that Foundation's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers' Liability Coverage

1. The insurer shall agree to waive all rights of subrogation against Tempe, its officials, employees, and volunteers for losses arising from the activities performed by Foundation for Tempe pursuant to this agreement.

C. All Coverages

1. Each insurance Policy required by this agreement shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Tempe.

III Other Insurance Requirements:

A. Prior to commencement of services, furnish Tempe with certificates of insurance, in form and with insurers acceptable to Tempe's Risk Manager (or designee) which shall clearly evidence all insurance required in this agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to and approved by Tempe, and in accord with the stated insurance requirements of this Exhibit. Tempe shall not be obligated, however, to review same or to advise Foundation of any deficiencies in such policies and endorsements, and such receipt shall not relieve Foundation from, or be deemed a waiver of Tempe's right to insist on, strict fulfillment of Foundations obligations under this agreement.

B. Provide certified copies of endorsements and policies if requested by Tempe in lieu of or in addition to certificates of insurance.

C. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

D. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during this agreement term, requests for payments originating after such lapse shall not be processed until Tempe receives satisfactory evidence of reinstated coverage as required by this agreement, effective as of the lapse date. If insurance is not reinstated, Tempe may at its sole option, terminate this agreement effective on the date of such lapse of insurance.

E. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.

F. Maintain such coverage continuously throughout the term of this agreement and without lapse for a period of two years beyond this agreement expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the agreement term give rise to the claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

IV Subcontractors and Sub-Subcontractors

Foundation shall include all Subcontractors and Sub-Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractors and Sub-Subcontractors. All coverage for Subcontractors and Sub-Subcontractors shall be subject to all of the requirements stated herein for Foundation.

V Safety

Foundation shall be solely and completely responsible for conditions of the sites and used pursuant to this Agreement, including the safety of all persons (including employees) and property at the sites, including any set-up at he the sites and any take-down at the sites. This requirement shall apply continuously and not be limited to normal hours of the sites. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirements shall be followed. Foundations failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number:** 5E8

SUBJECT: Request approval to adopt a resolution authorizing and providing for the issuance and the sale of not to exceed $19,000,000 principal amount of City of Tempe Performing Arts Center Excise Tax Revenue Refunding Obligations, Series 2011A, and approving related actions and documents.

DOCUMENT NAME: 20110707fsjh01 BOND SERVICE ADMINISTRATION (0203-01) RESOLUTION NO. 2011.65

COMMENTS: The Finance and Technology Department is looking to take advantage of the current low interest rate environment by refinancing certain maturities of the City's Performing Arts Center Excise Tax Revenue Obligations, Series 2004. The issuance of the Performing Arts Center Excise Tax Revenue Refunding Obligations would allow the City to realize approximate savings of $738,000 in future debt service costs.

PREPARED BY: Jerry Hart, Deputy Finance and Technology Director - Finance (480) 350-8505

REVIEWED BY: Ken Jones, Finance and Technology Director (480) 350-8504

LEGAL REVIEW BY: Andrew Ching, City Attorney (480) 350-8575

DEPARTMENT REVIEW BY: Ken Jones, Finance and Technology Director (480) 350-8504

FISCAL NOTE: The issuance of the Performing Arts Center Excise Tax Revenue Refunding Obligations would allow the city to realize approximate savings of $738,000 (annual average of $82,000 over 9 years) in future debt service costs.

RECOMMENDATION: Staff recommends approval of Resolution No. 2011.65

ADDITIONAL INFO: The sale of the bonds is anticipated to occur in August. Gust Rosenfeld P.L.C., the City's bond counsel, has reviewed and approved the attached resolution.

RESOLUTION NO. 2011.65

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT, A TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT, AND AN OBLIGATION PURCHASE CONTRACT; APPROVING AN OFFICIAL STATEMENT; APPROVING THE ISSUANCE AND SALE OF NOT TO EXCEED $19,000,000 PERFORMING ARTS CENTER EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2011A, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN THE PURCHASE AGREEMENT; AUTHORIZING THE REDEMPTION IN ADVANCE OF MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Tempe, Arizona (the "City") has outstanding its Performing Arts Center Excise Tax Revenue Obligations, Series 2004 (the "2004 Obligations"); and

WHEREAS, the 2004 Obligations were executed and delivered by The Bank of New York Mellon Trust Company, N.A. (as successor to J.P. Morgan Trust Company, National Association) (the "2004 Trustee") as trustee under the Trust Agreement dated as of June 1, 2004 (the "2004 Trust Agreement") by and between the City and the 2004 Trustee, to (i) redeem in advance of maturity certain outstanding variable rate demand excise tax revenue obligations, and (ii) finance improvements with respect to the performing arts center (the "Performing Arts Center") and to pay the costs of issuance on the 2004 Obligations (the "2004 Project"); and

WHEREAS, the City of Tempe, Arizona (the "City"), desires to refinance the 2004 Project through the execution and delivery of not to exceed $19,000,000 Performing Arts Center Excise Tax Revenue Refunding Obligations, Series 2011A, dated the date of delivery or such later date as set forth in the Trust Agreement as defined herein (the "Obligations"), by the Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee") pursuant to a Trust Agreement, dated no earlier than August 1, 2011 (the "Trust Agreement") between the Trustee and the City, evidencing a proportionate interest of the owners thereof in a Purchase Agreement, dated no earlier than August 1, 2011 (the "Purchase Agreement"), between the Trustee and the City; and

WHEREAS, the proceeds of the Obligations will be deposited with the Bank of New York Mellon Trust Company, N.A. (the "Depository Trustee") pursuant to the Depository Trust Agreement to be dated no earlier than August 1, 2011 by and between the City and the Depository Trustee, and used to defease some or all of the 2004 Obligations (the "Obligations Being Refunded") and redeem them in advance of maturity and to pay the delivery costs of the Obligations; and

WHEREAS, the City will enter into a Purchase Agreement between the Bank of New York Mellon Trust Company, N.A., as Trustee and the City of Tempe, Arizona (the

"Purchase Agreement") in substantially the form of the purchase agreement executed in connection with the issuance of City's 2004 Obligations between J.P. Morgan Trust Company, National Association and the City dated as of June 1, 2004 (the "2004 Purchase Agreement") with such necessary and appropriate omissions, insertions and variations as are permitted or required to reflect the refunding of the 2004 Obligations;

WHEREAS, the City will enter into a Trust Agreement by and between the Bank of New York Mellon Trust Company, N.A., as Trustee and the City of Tempe, Arizona (the "Trust Agreement") in substantially the form of the trust agreement executed in connection with the issuance of City's 2004 Obligations between J.P. Morgan Trust Company, National Association and the City dated as of June 1, 2004 (the "2004 Trust Agreement") with such necessary and appropriate omissions, insertions and variations as are permitted or required to reflect the refunding of the 2004 Obligations;

WHEREAS, a proposal in the form of an Obligation Purchase Contract (the "Obligation Purchase Contract") has been received from RBC Capital Markets, LLC (the "Purchaser") for the purchase of the Obligations;

WHEREAS, proposed forms of the following documents have been filed with the City Clerk for this meeting:

(i) the proposed form of the Depository Trust Agreement;

(ii) the proposed form of the Obligation Purchase Contract;

(iii) the proposed form of the Continuing Disclosure Certificate (the "Continuing Disclosure Certificate");

(iv) the proposed form of a preliminary form of the Official Statement relating to the Obligations (the "Preliminary Official Statement").

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TEMPE, ARIZONA, THAT:

Section 1. **Refinancing 2004 Project.** It is hereby found and determined that the refinancing of the 2004 Project at fixed interest rates pursuant to the terms of the Purchase Agreement, the Trust Agreement and the Obligation Purchase Contract is in the best interest of and in furtherance of the purposes of the City and in the public interest.

Section 2. **Approval and Terms.** The City hereby approves the execution and delivery of the Obligations, as hereinafter described, by the Trustee. The Obligations shall be executed in the aggregate principal amount of not to exceed $19,000,000. The Obligations shall be in the denomination of $5,000 or any integral multiples thereof, shall be dated the date of delivery, or such later date as may be set forth in the Trust Agreement, and shall bear interest from such date payable on the dates provided in the Trust Agreement, and shall be fully registered without coupons as provided in the Trust Agreement. The Obligations shall bear interest at the rates per annum set forth in the Trust Agreement and the Obligation Purchase

Contract and shall mature on July 1 in some or all of the years 2012 through and including 2020. The yield on the Obligations for federal tax purposes shall not exceed 3.50% per annum. The refunding must have a net present value savings of not less than 2.75% of the principal amount of the Obligations Being Refunded.

The forms, terms, interest rates, dated date, interest payment dates, maturity dates, maturity amounts, provisions for redemption and other provisions of the Obligations and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement.

Section 3. **Award.** The Obligations are hereby awarded to the Purchaser pursuant to the Obligation Purchase Contract.

Section 4. **Approval of Documents.** The Mayor, any member of the City Council and the Finance and Technology Director is authorized and directed to determine and approve the Obligations Being Refunded, the interest rates, dated dates, interest payment dates, maturity dates, maturity amounts, purchase price, redemption provisions and any provisions necessary in connection with the purchase of credit enhancement pursuant to Section 5 hereof, and cause the same to be set forth in the documents. The form, terms and provisions of the Depository Trust Agreement, the Obligation Purchase Contract and the Continuing Disclosure Certificate, in substantially the form of such documents (including the Obligations and other exhibits thereto) presented at this meeting are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the Mayor, any member of the City Council and the Finance and Technology Director, the execution of each such document being conclusive evidence of such approval, and the Mayor, any member of the City Council, the Finance and Technology Director and the Clerk are hereby authorized and directed to execute and deliver, where applicable, or approve, the Depository Trust Agreement, the Obligation Purchase Contract and the Continuing Disclosure Certificate and to take all action to carry out and comply with the terms of such documents.

The preparation of a Purchase Agreement is hereby authorized and approved. Such Purchase Agreement shall be in substantially the form of the 2004 Purchase Agreement. The City will cause the Purchase Agreement be prepared. The Mayor, Vice Mayor or Finance and Technology Director are authorized to approve, execute and deliver the Purchase Agreement on behalf of the City with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution by such officers shall constitute conclusive evidence of such approval.

The preparation of a Trust Agreement is hereby authorized and approved. Such Trust Agreement shall be in substantially the form of the 2004 trust Agreement. The City will cause the Trust Agreement be prepared. The Mayor, Vice Mayor or Finance and Technology Director are authorized to approve, execute and deliver the Trust Agreement on behalf of the City with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution by such officers shall constitute conclusive evidence of such approval.

Section 5. **Obligation Insurance.** The Mayor, any member of the City Council, the Finance and Technology Director and Clerk are hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial, to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the City to repay amounts paid thereon by the providers thereof.

Section 6. **Official Statement.** The Preliminary Official Statement is deemed "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, and is hereby authorized and approved in substantially the form presented at this meeting, and the distribution of the Preliminary Official Statement is hereby authorized and approved. The City will cause a final official statement (the "Official Statement") in substantially the form of the Preliminary Official Statement to be prepared and distributed with the Obligations upon initial issuance. The Mayor, any member of the City Council and the Finance and Technology Director of the City is authorized to approve, execute and deliver the Official Statement on behalf of the City and the execution by such officer shall be deemed conclusive evidence of such approval. The City authorizes the use by the Purchaser of copies of the Preliminary Official Statement and the Official Statement in connection with the public offering and sale of the Obligations.

Section 7. **Trustee, 2004 Trustee and Depository Trustee.** The City hereby requests the Trustee, the 2004 Trustee, and the Depository Trustee, as applicable, to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement, the Trust Agreement, the Obligation Purchase Contract, the Depository Trust Agreement and the Continuing Disclosure Certificate, the execution, delivery and sale of the Obligations and the defeasance and redemption of the Obligations Being Refunded and further authorizes and directs the Trustee and any trustees for any obligations on a parity with the Obligations to enter into such agreements as may be reasonable for the administration of the trusts so held.

Section 8. **Pledge of Performing Arts Center Excise Taxes.** Pursuant to the Purchase Agreement and the Trust Agreement, the City shall pledge (a) its excise tax revenues from the .10% transaction (sales) and use tax approved by the voters of the City on May 16, 2000, the use of which is restricted to a performing arts center in the City (the "Performing Arts Center Excise Taxes"), and (b) its unrestricted excise, transaction, franchise, privilege and business taxes, State-shared sales and income taxes, fees for licenses and permits and State revenue-sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose (the "Excise Taxes") to the amounts to come due under the Purchase Agreement and the Trust Agreement. The "Excise Taxes" include, without limitation, all fines and forfeitures but do not include the excise tax revenues collected and paid over to the City under the City's (i) Performing Arts Center Excise Taxes, (ii) 0.50% transaction privilege (sales) and use tax approved by the voters of the City on September 10, 1996, the use of which is restricted to improvement and operation of the public transit system of the City, (iii) 1.00% increase in the transient lodging tax on hotels approved by the voters of the City on September 10, 2002, the use of which is restricted to funding programs of the Tempe Convention and Visitor's Bureau or (iv) any other similar tax

restricted as to its use. The City's obligation to make the payments under the Purchase Agreement or the Trust Agreement does not constitute an obligation of the City or the State of Arizona, or any of its political subdivisions, for which the City or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of ad valorem property taxation nor does the obligation to make Payments or any other payments under the Purchase Agreement or the Trust Agreement constitute an indebtedness of the City or of the State of Arizona or any of its political subdivisions within the meaning of the Constitution of the State of Arizona or otherwise. The pledge of Performing Arts Excise Taxes is on a parity with the existing pledges of Performing Arts Excise Taxes as described in the Trust Agreement. The pledge of Excise Taxes is subordinate to the existing pledges, and certain future pledges, of Excise Taxes with respect to other obligations as described in the Trust Agreement (the "Senior Excise Tax Obligations").

Section 9. **Continuation of Performing Arts Center Excise Taxes; Rate Covenant.** Pursuant to the Purchase Agreement, the City will covenant and agree that the Performing Arts Center Excise Taxes and the Excise Taxes which it presently imposes will continue to be imposed in each fiscal year so that the sum of the (a) Performing Arts Center Excise Taxes plus (b) the excess of the Excise Taxes over the debt service payable on the Senior Excise Tax Obligations, all within and for such fiscal year (the "Available Revenues"), shall be equal to at least three times the total of the debt service payable under the Purchase Agreement and under any obligations on a parity therewith, in such fiscal year. The City will further covenant and agree that if such Available Revenues for any such fiscal year shall not equal three times such debt service for such fiscal year, or if at any time it appears that the current fiscal year's Available Revenues will not be sufficient to meet such fiscal year's actual debt service with respect to such debt service payable under the Purchase Agreement and under any obligations on a parity therewith, the City will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current fiscal year's Available Revenues will be sufficient to meet such fiscal year's debt service requirement with respect to such debt service payable under the Purchase Agreement and under any obligations on a parity therewith and (ii) the next succeeding fiscal year's Available Revenues will be equal to at least two times the next succeeding fiscal year's debt service requirement with respect to such debt service payable under the Purchase Agreement and under any obligations on a parity therewith. For the purpose of this pledge, debt service will be determined as set forth in the Purchase Agreement.

Section 10. **Resolution Irrepealable.** After any of the Obligations are delivered by the Trustee to the Purchaser thereof upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 11. **Execution of Documents.** The Mayor, any member of the City Council, the Clerk, the Finance and Technology Director and the other officers of the City, on behalf of the City, are each hereby authorized and directed, without further order of the Council, to execute and deliver such certificates, proceedings and agreements as may be necessary or convenient to be executed and delivered on behalf of the City, to evidence compliance with, or further the purposes of, all the terms and conditions of this resolution and the consummation of the transactions contemplated by the Preliminary Official Statement.

Section 12. **Ratification of Actions.** All actions of the officers and agents of the City which conform to the purposes and intent of this resolution and which further the issuance and sale of the Obligations as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this resolution and the consummation of the transactions contemplated by the Preliminary Official Statement.

Section 13. **Severability.** If any section, paragraph, clause or phrase of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this resolution.

Section 14. **Waiver.** All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Tempe, Arizona, this 7th day of July, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Special Counsel

CERTIFICATE OF CLERK

I, Brigitta Kuiper, the duly appointed and acting Clerk of the City of Tempe, Arizona, do hereby certify that the above and foregoing Resolution No. _____ was duly passed by the City Council of the City of Tempe, Arizona, at a regular meeting held on July 7, 2011, and the vote was ____ aye's and ___ nay's and that the Mayor and ___ Council Members were present thereat.

_____
City Clerk

Staff Summary Report

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5E9**

SUBJECT: Request approval to adopt a resolution extending the termination date of the Memorandum of Understanding between the City of Tempe and the Tempe Supervisors' Association (TSA).

DOCUMENT NAME: 20110707hrrb01 TEMPE SUPERVISORS ASSOCIATION – MEET AND CONFER (0303-08-05) RESOLUTION NO. 2011.68

COMMENTS: Resolution No. 2011.68 extends the termination date of the Memorandum of Understanding from June 30, 2011 to September 30, 2011.

PREPARED BY: Jon O'Connor, Deputy Human Resources Director (350-8423)

REVIEWED BY: Charlie Meyer, City Manager (350-8884)

LEGAL REVIEW BY: Dave Park, Assistant City Attorney (350-8907)

DEPARTMENT REVIEW BY: Renie Broderick, Human Resources Director (350-8407)

FISCAL NOTE: N/A

RECOMMENDATION: Adopt Resolution No. 2011.68.

ADDITIONAL INFO: None.

RESOLUTION NO. 2011.68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, EXTENDING THE TERMINATION DATE OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE TEMPE SUPERVISORS' ASSOCIATION.

WHEREAS, the City of Tempe ("Tempe") and Tempe Supervisors Association ("Union") have entered into a Memorandum of Understanding ("MOU") for the period of July 1, 2010 to June 30, 2011;

WHEREAS, the parties have reached impasse in negotiations, but are exercising the mediation option under Article VI, Sec. 2-426 of the City Code and have determined that it is in their mutual interest to continue that process beyond the June 30, 2011 expiration of the MOU; and

WHEREAS, the parties believe it is in their mutual interest to continue to operate under the provisions of the MOU, until the parties reach a final agreement on a new MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

1. The parties agree to extend the termination date of the MOU from June 30, 2011 to September 30, 2011 (the "Extension Period"), or to such time when a new MOU is ratified by the City Council, whichever comes first.

2. The parties stipulate that nothing in this Agreement alters or amends any rights or obligations established in the MOU and that any alleged breach or impasse of this Agreement shall be resolved as provided for in the MOU.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Staff Summary Report

Tempe

Council Meeting Date: 7/7/2011 **Agenda Item Number: 5E10**

SUBJECT: Request adoption of a resolution amending the schedule of fees and charges for commercial refuse collection pursuant to Tempe City Code, Chapter 28, Solid Waste.

DOCUMENT NAME: 20110707fsjh02 MISCELLANEOUS FEES (0210-05) RESOLUTION NO. 2011.66

COMMENTS: The adjustment to the commercial solid waste fees will bring consistency to the rate structure by more clearly reflecting fees for each unit of service.

PREPARED BY: Jerry Hart, Deputy Finance & Technology Director - Finance (480) 350-8505

REVIEWED BY: Mary Helen Giustizia, Solid Waste Services Manager (480) 350-8151
John Osgood, Deputy Public Works Director- Field Operations (480) 350-8949
Don Bessler, Public Works Director (480) 350-8205

LEGAL REVIEW BY: Judi Baumann, Deputy City Attorney (480) 350-8779

DEPARTMENT REVIEW BY: Ken Jones, Finance & Technology Director (480) 350-8504

FISCAL NOTE: The changes in the commercial solid waste rates will result in a nominal reduction in revenue of approximately $50,000. Despite this impact, staff is recommending these adjustments to bring consistency and clarity to the rate structure. The reduced revenue will not have a significant impact on the Solid Waste Fund.

RECOMMENDATION: Adopt Resolution No. 2011.66.

ADDITIONAL INFO: In connection with the planned implementation of the new utility billing on August 29th, staff determined that some adjustments were necessary to the current commercial rate structure that would allow the new system to more effectively administer charges for services. The new utility bills will provide more detailed information to customers regarding the services they receive. The adjustment to the commercial solid waste fees will bring consistency to the rate structure by more clearly reflecting fees for each unit of service and will result in cost savings for some commercial customers who utilize multiple containers to meet their business needs.

The Public Works Department is in the final stages of completing a cost of service analysis with SAIC (formerly RW Beck). Other modifications to the Solid Waste Program will be coming to Council for future consideration and are not a part of this housekeeping effort.

RESOLUTION NO. 2011.66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE SCHEDULE OF FEES AND CHARGES FOR COMMERCIAL REFUSE SERVICE AND RECYCLING RATES, AND SOLID WASTE COLLECTION PURSUANT TO TEMPE CITY CODE, CHAPTER 28, SOLID WASTE.

WHEREAS, Resolution No. 93.81 establishes a schedule of fees and charges in effect in the City; and

WHEREAS, Tempe City Code, Section 28-61 authorizes the establishment of charges for residential and commercial refuse collection services provided by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

1. That the fees and charges, as contained in Appendix A, Schedule of Fees and Charges, Chapter 28, Solid Waste, is hereby amended as set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

2. The effective date of this Resolution shall be August 29, 2011.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____day of _____, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 1
RESOLUTION 2011.66

SOLID WASTE

Authorized Collectors

28-21 License bond amount $16,500.00
Per vehicle fee.....$1,000.00

Containers, Commercial Collection, Solid Waste Disposal

Any violation of Article IV - Containers $50.00
Any violation of Article V - Commercial Collection $60.00
Any violation of Article VI - Solid Waste Disposal (except for §28-51(b)(1) or (2) $50.00
(Res. No. 2004.14, 2-19-04)

28-61 Refuse Service and Recycling Rates

I. Residential Customers:

A. *Monthly charge for single-family residences and multifamily residences classified as townhouses:*

Description of Service	Effective Nov. 1, 2008	Effective Nov. 1, 2009
Once per week collection	$ 19.02	$ 19.98
Additional refuse container	$ 7.20	$ 7.56
Each additional weekly collection	$ 19.02	$ 19.98
Initial combined charge – one 90-gallon refuse and one 90-gallon recycling container for each newly constructed residence	$ 153.74	$ 161.42

B. *Monthly charge for duplex (two dwelling units with a single water meter). Each duplex has refuse and recycling containers. Refuse containers in alleys are shared.*

Description of Service	Effective Nov. 1, 2008	Effective Nov. 1, 2009
Once per week collection	$ 29.70	$ 31.18
Each additional refuse container	$ 7.20	$ 7.56

C. *Monthly charge for multifamily development without individual refuse containers (including motel units with kitchenettes):*

Description of Service	**Effective Nov. 1, 2008**	**Effective Nov. 1, 2009**
Per dwelling unit	$ 11.16	$ 11.72

II. Commercial Customers (Including RESIDENTIAL Multifamily Developments Serviced ~~As~~ WITH Commercial ~~Customers~~ CONTAINERS):

A. Monthly charges for once per week collection (BASE COLLECTION CHARGE) of refuse are based on the number and size of containers, according to the following schedule:

Container Size (Cubic Yards)

~~Effective November 1, 2008~~

~~**Number of Containers**~~	~~**4 cubic yards**~~	~~**6 cubic yards**~~	~~**8 cubic yards**~~	~~**90 gallon***~~	~~**300 gallon***~~
~~1~~	~~$59.32~~	~~$65.76~~	~~$74.22~~	~~$38.90~~	~~$51.58~~
~~2~~	~~$97.58~~	~~$114.30~~	~~$127.16~~	~~$62.08~~	~~$84.06~~
~~3~~	~~$139.76~~	~~$160.90~~	~~$186.36~~	~~$85.50~~	~~$113.78~~
~~4~~	~~$177.96~~	~~$207.68~~	~~$241.46~~	~~$108.54~~	~~$144.68~~

Effective ~~November 1, 2009~~ AUGUST 29, 2011

Number of Containers	**4 cubic yards**	**6 cubic yards**	**8 cubic yards**	**90 gallon***	**300 gallon***
1	$61.10	$67.74	$76.44	$40.08	$53.12
2	$100.50	$~~117.72~~ 116.46	$130.98	$63.94	$~~86.58~~ 85.08
3	$~~143.96~~ 139.90	$~~165.74~~ 165.18	$~~191.96~~ 185.52	$~~88.06~~ 87.80	$~~117.18~~ 117.04
4	$~~183.30~~ 179.30	$213.90	$~~248.70~~ 240.06	$~~111.80~~ 111.66	$~~149.02~~ 149.00

*The 90 and 300-gallon containers will be provided to commercial customers requiring special access service at the discretion of the city. These containers will be collected twice weekly at the stated rate.

B. For customers that require more than four (4) containers~~ or more than one collection per week~~, ~~the appropriate aggregate rates from the above~~

~~schedule shall apply~~. THE CHARGE FOR ONCE PER WEEK COLLECTION (BASE COLLECTION CHARGE) IS AN ADDITIONAL A) $39.40 FOR EACH ADDITIONAL 4 CUBIC YARD CONTAINER, B) $48.72 FOR EACH ADDITIONAL 6 CUBIC YARD CONTAINER, C) $54.54 FOR EACH ADDITIONAL 8 CUBIC YARD CONTAINER, D) $23.86 FOR EACH ADDITIONAL 90 GALLON CONTAINER AND E) $31.96 FOR EACH ADDITIONAL 300 GALLON CONTAINER. FOR CUSTOMERS THAT REQUIRE MORE THAN ONE COLLECTION PER WEEK, THE BASE COLLECTION CHARGE IS MULTIPLIED BY THE NUMBER OF TOTAL COLLECTIONS EACH WEEK.

III. Roll-Off Commercial Customers:

A. *For customers requesting city-owned containers:*

Effective November 1, 2008

Roll-Off Category	**Charge Per Pull**
15 cubic yards (not to exceed 4 tons)	$193.90
25 cubic yards (not to exceed 5 tons)	$238.72
40 cubic yards (not to exceed 6 tons)	$283.60

Effective November 1, 2009

Roll-Off Category	Charge Per Pull
15 cubic yards (not to exceed 4 tons)	$199.72
25 cubic yards (not to exceed 5 tons)	$245.88
40 cubic yards (not to exceed 6 tons)	$292.10

Any additional costs incurred by the city for the disposal of containers with loads in excess of above-stated weights shall be ~~an additional~~ chargeD to the commercial roll-off customer.

B. *For customers requesting city-owned containers to load with non-collectible materials SUCH AS, dirt, rock, concrete, and block:*

Effective November 1, 2008

Roll-Off Category	Charge Per Pull
10 cubic yards	$81.12

Effective November 1, 2009

Roll-Off Category	Charge Per Pull
10 cubic yards	$83.56

Customer pays full disposal cost based on tonnage and current gate rate at transfer station.

C. *For customers who utilize privately-owned compactors:*

Effective November 1, 2008

Compactor Category	Charge Per Pull
Less than 31 cubic yards	$238.72
31 to 40 cubic yards	$260.44
Over 40 cubic yards	$283.60

Effective November 1, 2009

Compactor Category	Charge Per Pull
Less than 31 cubic yards	$245.88
31 to 40 cubic yards	$268.24
Over 40 cubic yards	$292.10

D. In addition to the above rates, there shall be established:

1. A minimum charge equal to one pull once every two (2) weeks for temporary roll-offs. A temporary roll-off is a roll-off at any location for six (6) months or less.

2. A minimum charge equal to one pull once every month for permanent roll-offs. A permanent roll-off is a roll-off at the same location for more than six (6) months.

3. A REFUNDABLE deposit equal to two (2) pulls for customers using city-owned containers who do not have an active utility account with the city upon initiation of roll-off service.

IV. Special Material and Special Collections

A. Effective November 1, 2008, residents seeking refuse collection service over and above the usual level provided by the city shall be charged at a rate of $118.48 per hour for time spent by city employees performing the requested service. Effective November 1, 2009, the rate shall be $122.04.

B. Collection of household appliances/white goods:

1. Residential and commercial establishments desiring to dispose of household appliances, or white goods, may do so through City solid waste services on a weekly basis. The owner/tenant is required to call the ~~public works department~~ CITY CUSTOMER RELATIONS CENTER to request a collection, THEN MUST secure all items and materials and ON THE NIGHT PRIOR TO SCHEDULED DATE FOR COLLECTION place them out at curbside or in the alley, where solid waste services are provided for collection by the City. ~~the night prior to the scheduled date of collection.~~ Residential and commercial establishments requiring this service will be charged $10.00 per appliance, plus the service call. White goods may not contain any putrescible material, and the City will refuse collection if such material is found. White goods with putrescible material shall be disposed of by the owner at the City's designated disposal site, and the owner shall BE RESPONSIBLE TO pay all applicable fees

attendant thereto.

V. Miscellaneous Conditions and Restrictions

A. If a customer requires refuse collection from a combination of the above-stated collection methods, the public works director or his/her ~~authorized representative~~ DESIGNEE is authorized and directed to establish a monthly rate which will equitably reflect the schedule of charges established herein for each method of collection.

B. THE PUBLIC WORKS DIRECTOR OR HIS/HER DESIGNEE IS AUTHORIZED AND DIRECTED TO EQUITABLY RECOVER FROM THE CUSTOMER THE COST OF LANDFILL TIPPING FEES IN EXCESS OF THE MONTHLY RATE CHARGED, WHEN THE WEIGHT OF THE CONTAINER SERVICED EXCEEDS THE WEIGHT UPON WHICH THE SERVICE RATE IS BASED.

~~B. If a customer has established a lawful method of handling his/her refuse collection which results in a savings of time or expense to the city, the public works director is hereby authorized to make appropriate adjustments to the established charges.~~

C. ~~Single family dwelling~~ RESIDENTIAL SOLID WASTE COLLECTION accounts shall not be eligible to petition the city for temporary discontinuance of refuse service.

D. In the event that a customer fails to pay for refuse service, a qualified representative of the city shall be authorized to discontinue water service or other city services to the property until such time as payment is made AND ARRANGEMENTS APPROVED BY THE FINANCE & TECHOLOGY DEPARTMENT TO BRING THE ACCOUNT UP TO DATE.

E. Charges for refuse service to newly-constructed residential structures shall commence upon final inspection and approval of such structures by the city building inspector unless no service is required for the property.

(Res. No. 92.18, 4-9-92; Res. No. 92.79, 12-17-92; Res No. 93.50, 7-29-93; Res. No. 95.33, 6-1-95; Res. No. 97.81, 11-20-97; Res. No. 2000.38, 8-24-00; Res. No. 2001.56, 10-18-01; Res. No. 2002.55, 11-14-02; Res. No. 2004.49, 6-10-04; Res. No. 2006.78, 9-21-06; Res. No. 2008.57, 7-22-08; Ord. No. 2010.02, 2-4-10)

Staff Summary Report

Tempe

Council Meeting Date: 07/07/2011 **Agenda Item Number: E11**

SUBJECT: Request approval of a resolution in support of the selection of the University of Phoenix Stadium in Glendale, Arizona, as the site of Super Bowl XLIX.

DOCUMENT NAME: 20110707caac01 SUPER BOWL – 2015 (0105-01-13) Resolution No. 2011.69.

COMMENTS: This resolution supports the selection of the University of Phoenix Stadium in Glendale, Arizona, as the site of Super Bowl XLIX, by offering public safety services at the site of practice facilities in Tempe.

PREPARED BY: Andrew B. Ching, City Attorney (350-8575)

REVIEWED BY: Charles W. Meyer, City Manager (350-8884)

LEGAL REVIEW BY: N/A

FISCAL NOTE: The city would provide the public safety services at no additional cost to the NFL.

RECOMMENDATION: Adopt Resolution No. 2011.69.

ADDITIONAL INFO: N/A

RESOLUTION NO. 2011.69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, SUPPORTING THE BID TO HOST SUPER BOWL XLIX (YEAR 2015 A.D.) AT THE UNIVERSITY OF PHOENIX STADIUM IN GLENDALE, ARIZONA.

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl", the largest national annual sporting event held in this country; and National Football League Properties, Inc. ("NFLP" or, together with the league, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates, owns, produces and controls certain other events associated with the Super Bowl ("Official Events"); and

WHEREAS, the City of Tempe is desirous of hosting events related to Super Bowl XLIX and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, financing, promoting, accommodating, staging and conducting Super Bowl XLIX and its related Official Events and activities: and

WHEREAS, hosting the Super Bowl and Official Events will generate goodwill, enhance the worldwide renown and prestige of the City of Tempe, create temporary jobs and create beneficial economic and fiscal activities; and

WHEREAS, the City of Tempe has experience in hosting a successful Super Bowl experience by way of its involvement in hosting Super Bowl XXX in 1996; and

WHEREAS, the NFL has requested a declaration of support from the City of Tempe and certain guarantees concerning the performance of reasonably necessary governmental services in connection with the Super Bowl and related Official Events as part of the formal bid made by the Arizona Host Committee to be designated as a site for Super Bowl XLIX to be played in the University of Phoenix Stadium in Glendale, Arizona.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

1. That the City of Tempe welcomes Super Bowl XLIX and related Official Events to its jurisdiction and to that end declares its support of the Arizona Host Committee to have the University of Phoenix Stadium in Glendale, Arizona selected as the site for Super Bowl XLIX; and

2. That upon designation of the University of Phoenix Stadium in Glendale, Arizona as such site, the City of Tempe and agencies, departments and personnel, agree to participate in events necessary to the success of Super Bowl XLIX and related Official Events within its jurisdiction, specifically to provide law enforcement, fire, medical emergency and public safety services at practice facilities within the City of Tempe, without additional cost to the League, the NFLP, or the NFL and;

3. That the City of Tempe intends to provide an exciting experience for Super Bowl XLIX and work cooperatively with the Host Committee, Host City and NFL, consistent with paragraph 2 of this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, THIS _____ day of _____, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney