#### Meeting Notice and Agenda

**Town Council** 

Thursday, March 9, 2017	4:00 PM	Council Chambers
Thursday, March 9, 2017	4:00 PM	Council Chambers

#### 1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by telephone conference call, pursuant to A.R.S. §38-431(4).

#### 2. STUDY SESSION ITEMS

The Study Session is open to the public however the following items are scheduled for discussion only. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

<u>17-074</u>	Discussion of a Proposed Lot Split 6912 E Horseshoe Road 15 Minutes
Staff Contact:	Paul Michaud, 480-348-3574
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17-082FY 2018 Budget Overview and Capital Improvement Program105 Minutes

Staff Contact: Dawn Marie Buckland, 480.348.3555

#### 3. EXECUTIVE SESSION

17-076The Town Council may go into executive session at one or more<br/>times during the meeting as needed to confer with the Town<br/>Attorney for legal advice regarding any of the agenda items listed<br/>on the agenda as authorized by A.R.S. §38-431.A.3.

#### 4. BREAK

#### 5. RECONVENE FOR REGULAR MEETING 6:00 PM

6. ROLL CALL

#### 7. PLEDGE OF ALLEGIANCE\*

#### 8. PRESENTATIONS\*

#### 17-085 Scottsdale Railroad & Mechanical Society Presentation to Council

<u>Staff Contact:</u> Kevin Burke, 480-348-3690

#### 9. CALL TO THE PUBLIC

Citizens may address the Council on any matter not on the agenda. In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

#### **10. CONSENT AGENDA**

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

17-084 Minutes of Town Council Meeting February 23, 2017

#### 17-075 Approval of Special Event Liquor License for Habitat for Humanity Central Arizona

- **Recommendation:** Approve a Special Event Liquor License for Habitat for Humanity Central Arizona for an event on Friday, April 7, 2017, subject to the following stipulations: only those people authorized by law be allowed to dispense and/or consume alcoholic beverages; consumption shall be limited to the premises as indicated in the application; and Section 10-7 Control of Excess Noise be observed.
- Staff Contact: Duncan Miller, 480-348-3610

**17-073** Award of Contract to CDW for Network Switch Upgrade

<u>Recommendation:</u> Authorize the Town Manager to execute a contract with CDW in the amount of \$117,599.00 for the upgrade of the Town's network switch infrastructure.

Staff Contact: Joseph Curtis 480-404-7017

17-068	Approval of Resolution 2017-04 Accepting a Roadway Easement at 4826 East Lincoln Drive
Recommendation:	Approve Resolution 2017-04
Staff Contact:	Jeremy Knapp, Engineering Services Analyst 480-348-3622
17-067	Adoption of Resolution Number 2017-03; Reducing the Speed Limit
	on Invergordon Rd
<u>Recommendation:</u>	Adopt Resolution Number 2017-03: reducing the speed limit on Invergordon Rd. between McDonald Dr. and 700' north of McDonald Dr. to 25mph on Monday through Friday from 7:30 to 8:30 a.m. and 2:30 to 3:30 p.m.
Staff Contact:	Peter Wingert 480-948-7418

#### **11. PUBLIC HEARINGS**

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

#### **12. ACTION ITEMS**

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

#### 17-083 Interview of Applicants and Appointments to the Planning Commission

<u>Recommendation:</u> Conduct interviews for Planning Commission, make two appointments for three-year terms, make one appointment for a two-year term, and reappoint Richard Mahrle to a three-year term

Staff Contact: Duncan Miller, 480-348-3610

#### **13. FUTURE AGENDA ITEMS**

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of three more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days.

#### 17-077 Consideration of Requests for Future Agenda Items

<u>Recommendation:</u> Review the current list of pending agenda topics.

Staff Contact: Kevin Burke, 480-348-3690

#### 14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

#### 15. ADJOURN

#### AGENDA IS SUBJECT TO CHANGE

\*Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.



#### Action Report

File #: 17-074

#### TO: Mayor Collins and Town Council

FROM: Eva Cutro, Community Development Director Paul Michaud, Senior Planner

DATE: March 9, 2017

CONTACT: Paul Michaud, 480-348-3574

#### AGENDA TITLE:

Discussion of a proposed lot split (LS 17-01) 6912 E Horseshoe Road (APN: 174-31-023)

#### BACKGROUND

#### Request:

The property owners, Dr. Balbir C. Sharma and Sharda Sharma, Trustees of the Sharma Family Trust, are requesting approval of a lot split to divide a 2.4-gross acre parcel into two lots. After right-of -way dedication, each lot will be approximately 1.15 acres. The subject property is zoned R-43 for single-family homes on minimum one-acre lots. The site is located at 6912 E Horseshoe Road.

#### PLANNING COMMISSION RECOMMENDATION

The Planning Commission will discuss and take action on the subject lot split application on March 7, 2017. Staff will update the Town Council regarding Commission action at the study session. Draft stipulations are attached to the action report.

#### ENFORCEMENT

There are no current zoning violations associated with the subject property.

#### DISCUSSION/FACTS

#### General Plan/Zoning:

The subject property is shown as Low Density Residential (0-1 house per acre) on the Town's General Plan Land Use Map. The proposed site is zoned R-43 and is limited to one house per acre. The subject site is not designated hillside.

The proposed lot split supports the Town's General Plan. This includes Policy LU 2.1.1.1. Preserve

#### File #: 17-074

Residential Character. The Town shall preserve and maintain the community's primarily one-acre-lot, single-family residential character. Both lots are over one acre and in character with the neighborhood.

#### Right-of-Way/Road Improvements:

Horseshoe Road between Scottsdale Road and the 68<sup>th</sup> Street alignment has a reduced right-of-way width from the typical 50-foot width standard. This right-of-way circumstance existed in this area prior of the site's incorporation into the Town. The lots along the north side of this road have granted the Town their 25-foot half-width of right-of-way as these lots have split over time. It is recommended that this property owner dedicate their 25-foot right-of-way. Presently, the access along the subject site is by a 16-foot wide private ingress-egress access easement on the south portion of the subject site. Also, the pavement adjoining the subject site will need to be widened with ribbon curb to conform to Figure 4-6, Typical Local Cross-Sections, Option B, of the General Plan.

The total right-of-way along Horseshoe Road between Scottsdale Road and the 68<sup>th</sup> Street alignment is generally 43-feet in width. This right-of-way width includes the 25-feet of dedication along the north side and 18-feet of dedication along the south side. The lots on the south side of this road have their rear yards facing Horseshoe Road. The remaining parcels to grant the 25-foot half-width along Horseshoe Road include the subject lot and the lot at the corner of Scottsdale Road.

#### Traffic:

Per the Town Engineer, a traffic study is not required. As a new lot will be created, this may increase vehicular and pedestrian traffic. However, it is not expected to cause a significant increase in traffic. The Trip Generation Manual by the Institute of Transportation Engineers estimates the typical single-family detached home averages between 8.78 to 10.09 vehicle trip ends per day.

#### Lot Configuration:

The proposed lot split meets all area requirements for R-43 lots, including size, lot width, access to a public street, and setbacks. No known private deed restrictions exist on the subject site related to lot splitting.

#### Existing Structures:

The existing home built in 1959 and related structures will be demolished prior to recordation. This home was previously an assisted living home. This demolition is necessary to avoid the creation of nonconforming setbacks, structures on a lot without a main residence, and having a wall within a dedicated right-of-way. The existing perimeter block walls are located either on the adjoining lots or a common-shared wall. The northern walls have razor wire located on top in violation of the Zoning Ordinance. As these walls are part of the adjoining lots to the north, the Town Code Compliance Officer has been notified. The perimeter walls can remain in place. The sides of these walls that face the subject lot are unfinished CMU walls. The Town Zoning Ordinance typically requires a minimum of paint and stucco. The applicant will work with these neighbors to finish these walls.

#### Drainage:

There are no washes on the subject site. Each lot will require an individual engineering site/grading and drainage plan with each building permit application submittal. On-lot retention will be required with the development of each lot.

#### <u>Utilities:</u>

Each of the proposed lots will have the required 6 or 8-foot public utility easement along the perimeter of the lot in accordance with Section 6-3-3 of the Town Code. All typical utilities will be provided; such as water, electricity, and natural gas. As with neighboring properties along Horseshoe Road, these homes will be on septic.

#### Fire Protection Issues:

The two proposed lots will meet all standards related to fire protection. Both lots will have direct access onto a public roadway. A new fire hydrant will need to be installed near the subject lot. The Town Code requires a fire hydrant to be located within 400' of a property line. The new homes that will be constructed as a result of this lot split will have fire sprinklers in accordance with the Town Fire Code.

The applicant has provided water service impact documentation. The site is located within the Berneil Water Company service area. The documentation demonstrates that the water system does not provide the required flow rate of 1,500 gpm at the residual zone pressure of 20 psi. This is typical in this neighborhood. However, in an emergency the minimum Town standard should be met when the City of Scottsdale system is open per its arrangement with Berneil Water Company for their service area. If the fire flow rate is below the minimum rate, the Town typically includes a stipulation that the property owner shall demonstrate that the required fire sprinkler system will comply with the National Fire Protection Association standard 13D or the current equivalent code requirement.

#### **PUBLIC COMMENTS**

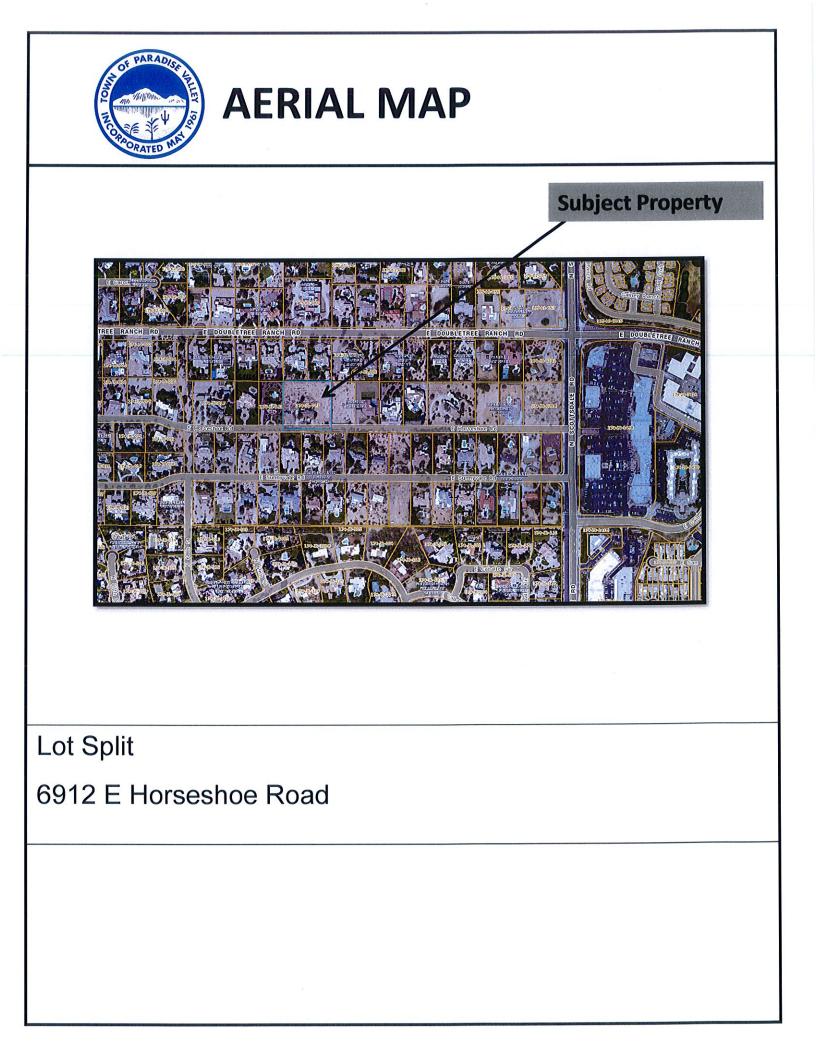
There are no public comments. Pursuant to new Town policy, neighborhood notification was done to property owners within 500 feet of this site.

#### **NEXT STEPS**

The proposed lot split application is scheduled for recommended action at the March 7, 2017 Planning Commission meeting, study session at the Town Council meeting of March 9, 2017, and action at the Town Council meeting of March 23, 2017.

#### ATTACHMENTS

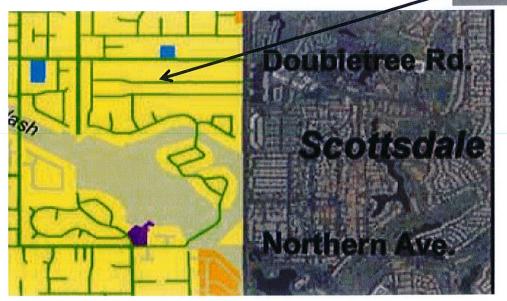
- 1. Vicinity Map (Aerial/General Plan/Zoning)
- 2. Application
- 3. Noticing
- 4. Water-Utility Information
- 5. Draft Stipulations
- 6. Presentation
- 7. Proposed Lot Spilt Plat
- C: Applicant
  - Case File: LS-17-01





### **GENERAL PLAN**

#### **Subject Property**



#### Legend



/////, Low Density Residential OR Resort/Country Club //////, Private Open Space OR Resort/Country Club Very Low Density Residential Low Density Residential Medium Density Residential

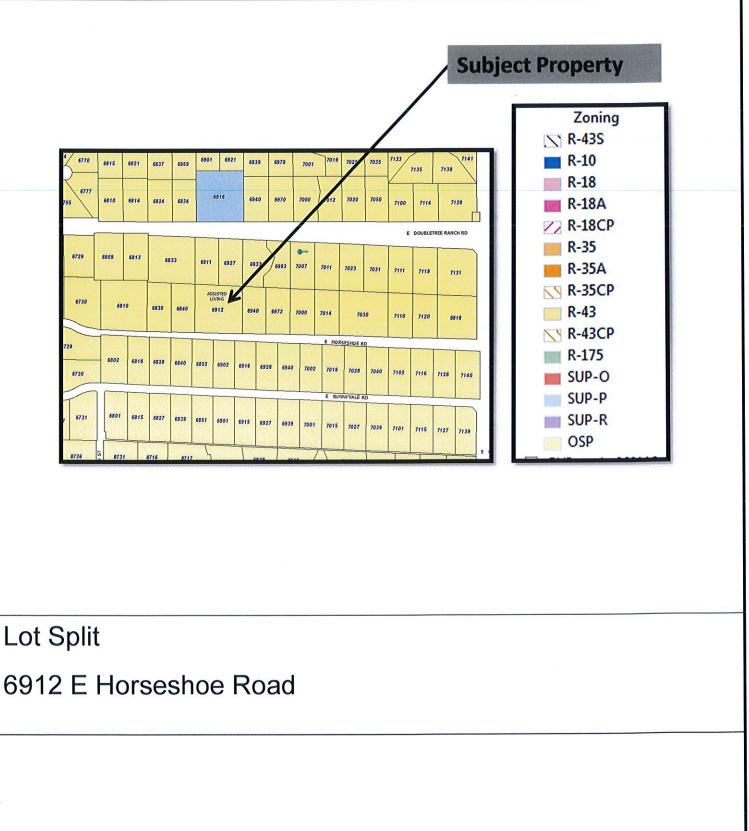


### Lot Split

### 6912 E Horseshoe Road



### ZONING



#### TOWN OF PARADISE VALLEY APPLICATION FOR LOT SPLITS

PARCEL NO.:	<u>174 _ 31</u>	_ 023		DATE: _	21 JAN 2016
If property or p	(County Tax Asses DIVISION: N/ roperties are not roperties are both	/A in a subdivision		ck box:	]
ADDRESS OR I	LOCATION OF	PROPERTY:	6912 E. HC	ORSESHOE	ROAD,
		PARAD	ISE VALLEY,	ARIZONA	85253
OWNER:	BALBIR SH	ARMA		:	
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17322 N. 77	TH ST., SCOT	TSDALE, AZ	85255	(480)	559-2222
ADDRESS	) 3- kuj		<b>.</b>		PHONE #
letter acknow	<sup>c</sup> the property or p vledging the proce	ssing of this app	lication. SE ENGINEERI COM		n original signed
ADDRESS		<u>,</u>		•••••••••••••	
(602 ) 395-93	300			(602)	395-9310
PHONE #		Da	WW	F	AX#
SIGNATURE OF I	REPRESENTATIV	E	+#-₩		
If representative	is the same as th	e owner listed (	on this applicatio	n check box	
	presentative will b ace on this applica				Town will send all ise notated.

P:\PLANDEPT\Applications\Lot Splits\App revised.doc

#### APPLICATION FOR LOT SPLITS

(REQUIRED) PLEASE PROVIDE OR ATTACH A NARRATIVE DESCRIPTION OF THE

PROPOSAL: TO SPLIT A SINGLE RESIDENTIAL LOT

INTO TWO SEPARATE SINGLE FAMILY LOTS.

#### PLAN STATISTICS

NUMBER OF ORIGINAL LOT(S) OR	PARCEL(S) WIT	H APPLICATION:	
PROPOSED NUMBER OF LOT(S) OR	PARCEL(S) WIT	H APPLICATION:	2
SIZE IN NET SQUARE FEET OF ORI 1. 100, 993 2. N/A			ICATION:
SIZE IN NET SQUARE FEET OF PRO 1. <u>50, 498</u> 2. <u>50, 4</u>		DR PARCEL(S) WITH APPI	LICATION:
ZONING: <b><i>R-43</i></b>			
ARE ANY LOT(S) OR PARCEL(S) W	ITH APPLICATIO	N DESIGNATED AS HILI	SIDE:
	YES	NO	
<b>CONCURRENT APPLICATIONS:</b> Check if any of the following will be pro-	ocessed in conjunci	ion with this application.	
GUARD GATES		<u> </u>	
(excluding gates on private driveway)	YES	NO	
ROADWAY ABANDONMENT		×	
	YES	NO	
REZONING		<u>×</u>	

YES

NO

#### AFFIDAVIT OF MAILING NOTIFICATION

STATE OF ARIZONA )

) ss:

)

County of Maricopa

In accordance with the requirements of the Town of Paradise Valley, the undersigned hereby certifies that the mailing list for the proposed project is a complete list of property owners within <u>500</u> feet of the subject property, as obtained from the Maricopa County Assessor's Office on the following date <u>FEB 6</u>, 2017, and such notification has been mailed on the following date <u>FEB 21</u>, 2017.

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JOANNE E. COHAN Netary Public - Stats of Arizona MARICOFACOUNTY My Commission Expires April 19, 2020

My commission expires:

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Updated on 02/06/2017



Paul Michaud, AICP Senior Planner Town of Paradise Valley 6401 E. Lincoln Drive Paradise Valley, AZ 85253 (480) 348-3574

Dear Resident:

Notice is hereby given that the Town of Paradise Valley Planning Commission will hold a **public meeting at 6:00 p.m., on Tuesday, March 7, 2017,** at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 for the following application:

**PUBLIC MEETING**: Consideration of a lot split. The property owners, Dr. Balbir C. Sharma and Sharda Sharma, Trustees of the Sharma Family Trust, are requesting approval of a lot split to divide a 2.4-acre parcel into two lots. After right-of-way dedication, each lot will be approximately 1.15 acres. The subject property is zoned R-43 for single-family homes on minimum one-acre lots and is located at 6912 E Horseshoe Road.

If you have questions, please call me at the Planning Department at (480) 348-3574.

Sincerely,

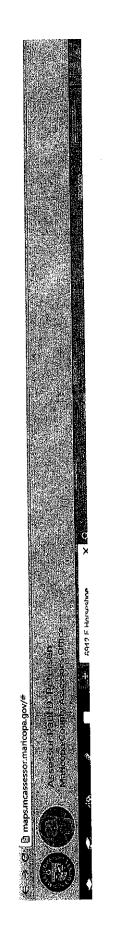
Paul Michaud, AICP Senior Planner

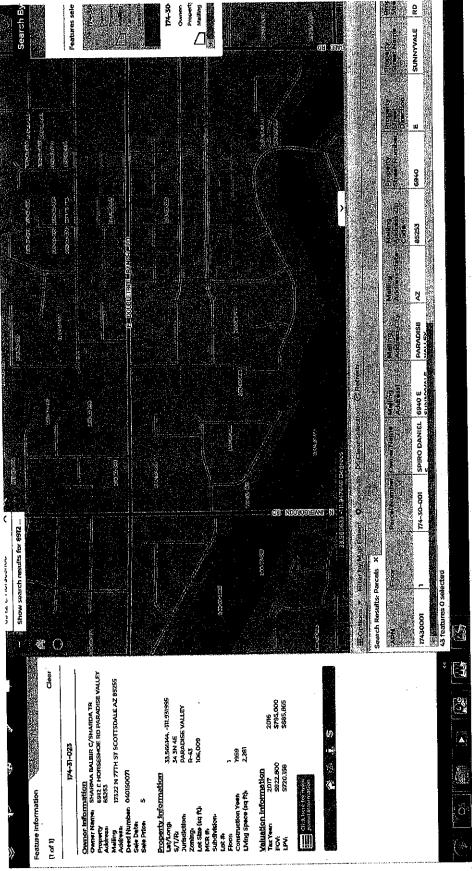
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For further information about any of these matters, please contact the Community Development Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348-3692.

All agendas are subject to change. Several items may be on an agenda. You may want to contact the Town or view the agenda online to check the order of the item you are interested in to estimate when it may be heard. You can generally view the agenda approximately 4-6 days prior to the meeting date at <u>www.ci.paradise-valley.az.us/330/Agendas-and-Meetings</u>. When you click on the individual underlined items on the agenda, a list of pdf files will appear on the right side of the screen. The staff action report and attachments will be listed separately for each agenda item.

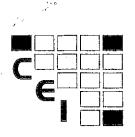
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## Clouse Engineering, Inc.

5010 E. Shea Blvd. Ste. 110 = Scottsdale, Arizona 85254 = TEL (602) 395-9300 = FAX (602) 395-9310

January 12, 2017

Town of Paradise Valley 6401 E. Lincoln Drive Paradise Valley, AZ 85253

Attention: Paul Michaud, Senior Planner

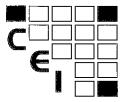
RE: Lot Split - 6912 E. Horseshoe Road (174-31-023)

Dear Mr. Michaud:

Brad Folkman, of the Berneil Water Company, forwarded recent flow testing which was conducted on October 10, 2016. The test results indicate that their system does provide the required flow rate of 1,500 gpm at the residual zone pressure of 20 psi. The test results are attached.

Please contact this office should there be any questions regarding this matter.





# Clouse Engineering, Inc.

5010 E. Shea Blvd. Ste. 110 = Scottsdale, Arizona 85254 = TEL (602) 395-9300 = FAX (602) 395-9310

September 8, 2016

Town of Paradise Valley 6401 E. Lincoln Drive Paradise Valley, AZ 85253

Attention: Paul Michaud, Senior Planner

RE: Lot Split - 6912 E. Horseshoe Road (174-31-023)

Dear Mr. Michaud:

The property, as it currently exists, contains a single residential structure; driveway; walls; and accessory structures. Upon recording of the formal Lot Split, all of the improvements will be demolished and removed from the premises.

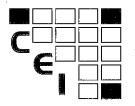
Currently, there is a non-conforming wall along the front of the property, which runs parallel along the frontage of Horseshoe Road. This wall will also be demolished and removed.

Ultimately, the Lots produced by the Split, will be developed as individual residential property. At such time as permits for the construction of homes is submitted, the proposed new construction, as well as the treatment of the existing perimeter walls will be addressed and approvals will be sought from the Town. It is understood that minimum requirements regarding the perimeter walls shall be met.

Since the present owner may or may not be constructing new homes on the proposed lots, it is simply assumed that each future home will be constructed with septic systems, as no public sewer is presently existing in the near vicinity. Again, the owner/builder of the new homes will be processing their proposed improvements through the Town for approvals.

Please contact this office should there be any questions regarding this matter.

Very truly yours, CLOUSE ENGINEERING, INC. JEFF A Jeff A. Giles, P.E. President



# Clouse Engineering, Inc.

5010 E. Shea Blvd. Ste. 110 " Scottsdale, Arizona 85254 " TEL (602) 395-9300 " FAX (602) 395-9310

December 14, 2016

Town of Paradise Valley 6401 E. Lincoln Drive Paradise Valley, AZ 85253

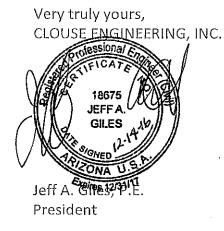
Attention: Paul Michaud, Senior Planner

RE: Lot Split – 6912 E. Horseshoe Road (174-31-023)

Dear Mr. Michaud:

The existing drainage of the property is essentially onsite retention. There are no off-site flows which impact the site. Subsequent to splitting the lot in half, each proposed lot shall retain its own runoff.

Please contact this office should there be any questions regarding this matter.





### Flow Test Summary

Project Name: Project Address: Date of Flow Test: Time of Flow Test: Data Reliable Until: Conducted By: Witnessed By: City Forces Contacted:

#### EJFT 16167-2 8001-8045 N Golf Dr, Paradise Valley, AZ 85253 2016-10-10 1:40 PM MST 2017-04-10 Don Ross (Berneil Water Company) 928.713.1959 Berneil Water Company (480.966.0115)

#### **Raw Flow Test Data**

Static Pressure:	76.0
Residual Pressure:	45.0
Flowing GPM:	1,128
GPM @ 20 PSI:	1,552

PSI

PSI

#### Hydrant F<sub>1</sub>

Pitot Pressure (1): 10 PSI Coefficient of Discharge (1): 0.9 Hydrant Orifice Diameter (1): 4.0 inches

Additional coefficient: 0.83 on orifice #1

# Austin Gourley & Eder Cueva (EJ Flow Tests) 602.999.7637

#### Data With A 10 PSI Safety Factor

Static Pressure: Residual Pressure: Flowing GPM: GPM @ 20 PSI:

66.0 PSI 35.0 PSI 1,128 1,396

BRIARWOOD SIX	Static-Residual Hydrant
CAMEEBACK COUNTRY CLUBAESTATES SCOTTSDALE	Flow Hydrant
SAME ON AND A WOOD SAME ON A SAME ON A SAME OF	Distance Between F <sub>1</sub> and R
SANTO TOMASI CAMINO	469 ft (measured linearly)
LEGENDARY A SCOTTSDALE VIII ARBOLE	Static-Residual Elevation
	1314 ft (above sea level)
GARMESTATES	Flow Hydrant (F <sub>1</sub> ) Elevation
	1319 ft (above sea level)
d 2009 Coogle Imagery C2016, DigitalClobe, U.S. Geological Survey, USDA Farm Service Agency	Elevation & distance values are approximate

EJ Flow Tests, LLC 21505 North 78th Ave. | Suite 125 | Peoria, Arizona 85382 | (602) 999-7637 | www.ejengineering.com John L. Echeverri | NICET Level IV 078493 SME | C-16 FP Contractor ROC 271705 AZ | NFPA CFPS 1915

### **E**•J Flow Test Summary

Project Name: Project Address: Date of Flow Test: Time of Flow Test: Data Reliable Until: Conducted By: Witnessed By: City Forces Contacted:

#### EJFT 16167-2 8001-8045 N Golf Dr, Paradise Valley, AZ 85253 2016-10-10 1:40 PM MST 2017-04-10 Austin Gourley & Eder Cueva (EJ Flow Tests) 602.999.7637 Don Ross (Berneil Water Company) 928.713.1959 Berneil Water Company (480.966.0115)

#### **Raw Flow Test Data**

Static Pressure:	76.0	PSI
Residual Pressure:	45.0	PSI
Flowing GPM:	1,128	
GPM @ 20 PSI:	1,552	

#### Hydrant F<sub>1</sub>

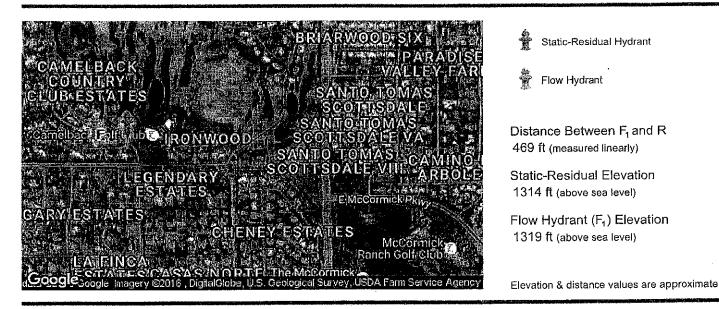
Pitot Pressure (1): 10 PSI Coefficient of Discharge (1): 0.9 Hydrant Orifice Diameter (1): 4.0 inches

Additional coefficient: 0.83 on orifice #1

#### Data With A 10 PSI Safety Factor

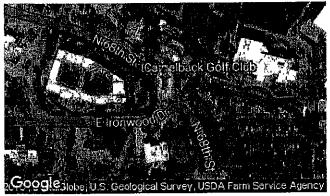
Static Pressure: Residual Pressure: Flowing GPM: GPM @ 20 PSI:

66.0 PSI 35.0 PSI 1,128 1,396

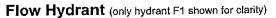


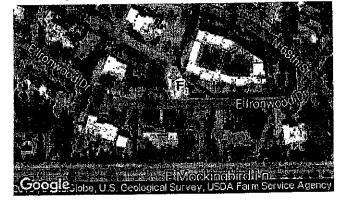
EJ Flow Tests, LLC 21505 North 78th Ave. | Suite 125 | Peoria, Arizona 85382 | (602) 999-7637 | www.ejengineering.com John L. Echeverri | NICET Level IV 078493 SME | C-16 FP Contractor ROC 271705 AZ | NFPA CFPS 1915

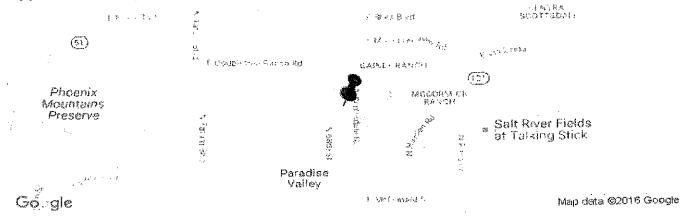
#### **Static-Residual Hydrant**



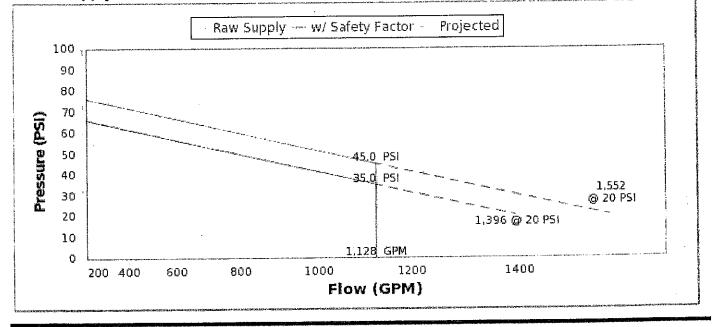
#### **Approximate Project Site**







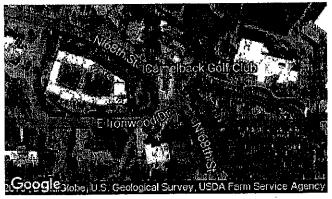
#### Water Supply Curve - N<sup>1.85</sup> Graph



EJ Flow Tests, LLC

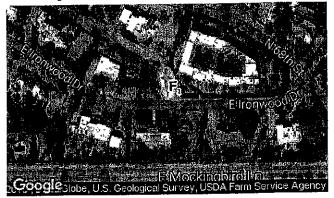
21505 North 78th Ave. | Suite 125 | Peoria, Arizona 85382 | (602) 999-7637 | www.ejengineering.com John L. Echeverri | NICET Level IV 078493 SME | C-16 FP Contractor ROC 271705 AZ | NFPA CFPS 1915

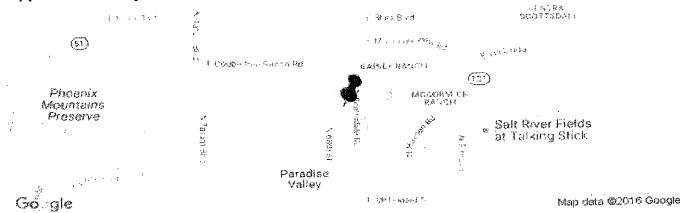
#### **Static-Residual Hydrant**



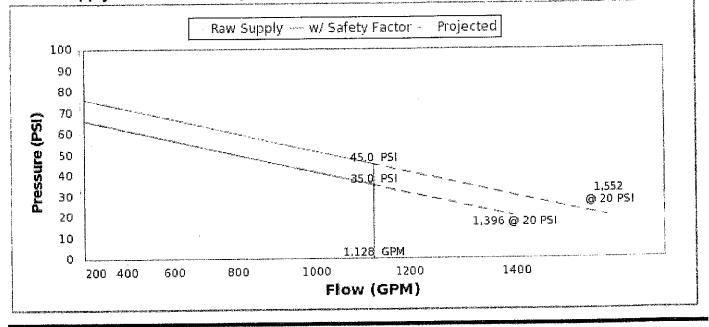
#### **Approximate Project Site**

#### Flow Hydrant (only hydrant F1 shown for clarity)





#### Water Supply Curve - N<sup>1,85</sup> Graph



EJ Flow Tests, LLC

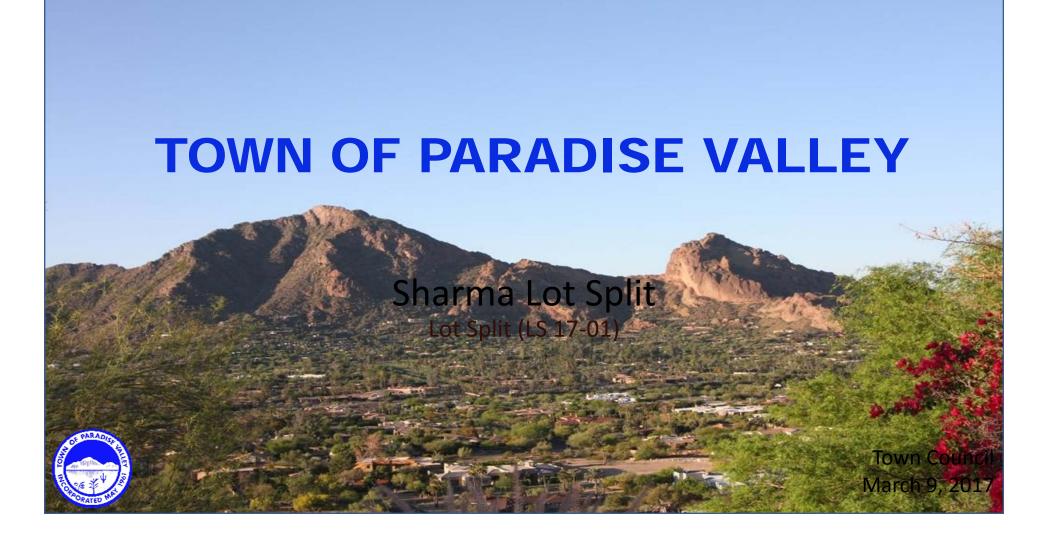
21505 North 78th Ave. | Suite 125 | Peoria, Arizona 85382 | (602) 999-7637 | www.ejengineering.com John L. Echeverri | NICET Level IV 078493 SME | C-16 FP Contractor ROC 271705 AZ | NFPA CFPS 1915

#### **Draft Stipulations**

Consideration of a proposed lot split (LS 17-01) 6912 E Horseshoe Road (APN: 174-31-023)

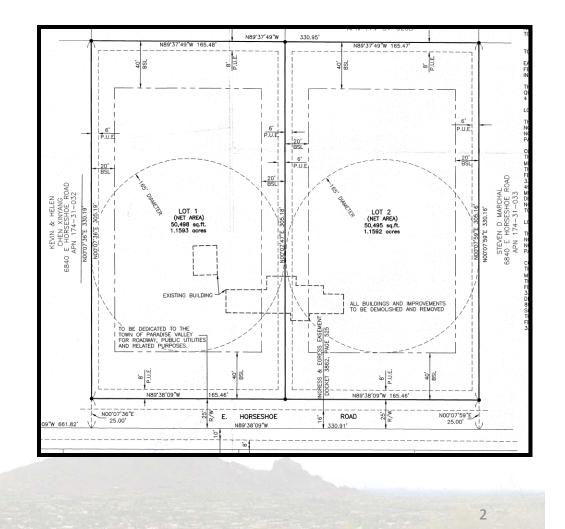
Recommendation that the Town Council approve the lot split, "Sharma Lot Split," subject to the following stipulations:

- 1. The lot split plat must be recorded with the Maricopa County Recorder's Office, in substantial compliance with the survey plat prepared by Clouse Engineering, Inc., dated November 18, 2016.
- 2. Prior to the recordation of said lot split plat, the following shall be completed:
  - a. The property owner or designee shall submit the required improvement plans for Town Engineer approval and provide a procedure and other forms of assurances necessary for the Town to be in a guaranteed position to complete the pavement widening and curbing adjoining the subject site in accordance with the local roadway standard, Option B, of the Town's General Plan.
  - b. Except for the existing perimeter walls, the property owner shall secure the appropriate demolition permit(s) and related inspections to remove all the vertical structures as shown on the boundary survey prepared by Clouse Engineering, Inc., dated May 19, 2016.
  - c. The property owner or designee shall dedicate by separate instrument the south 25 feet of the subject site for public roadway purposes and show this dedication on said lot split plat.
- 3. Prior to the issuance of a Certificate of Occupancy for a new single-family residence on said lot split plat, the following shall be completed:
  - a. The improvements described in Stipulation 2 shall be completed.
  - b. The property owner or designee shall demonstrate that the fire sprinkler system is in compliance to the National Fire Protection Association standard 13D or the current equivalent code requirement.
  - c. The property owner or designee shall install a new fire hydrant on Horseshoe Road as specified by the Town Fire Marshal, generally near the southwest corner of Lot 1 of the Sharma Lot Split.
- 4. Within 60 days of approval of the plat, the applicant shall submit Mylars and an electronic version in a pdf format for the Town's permanent record



### Request

To split a 2.4-gross-acre parcel zoned R-43 located at 6912 E Horseshoe Road





# Vicinity Map **Subject Property** DOUBLETREE BANC



### **Planning Commission**

- Planning Commission will discuss and take action on March 7, 2017
- Staff will update Council at the study session



### Requirements – Processing

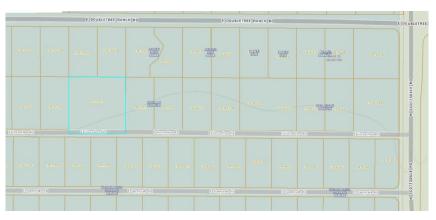
- Lot Split must comply with subdivision standards and regulations of R-43
- No required notification by policy now mailing notification within 500' radius
- Administrative review/approval process



### Background

- Existing home built 1959
- Annexed in 1963
- Zoned R-43
- Designated Low Density Residential





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# Site Conditions

- 2.4-gross acre site
- Structures proposed for demolition, except perimeter walls



• No wash, relatively flat topo

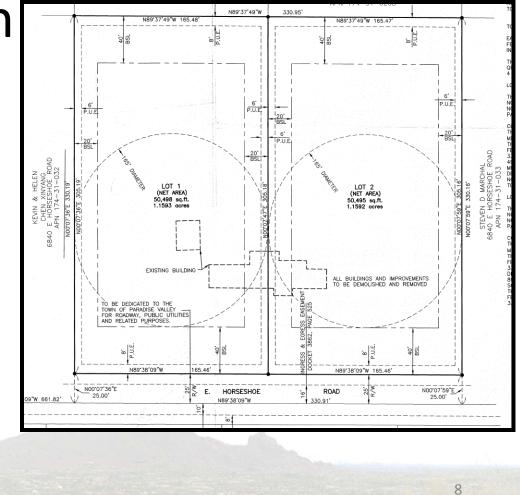






# Lot Configuration

- 165' lot width
- One-net acre
- Regular shape





### Roadway



- 50' right-of-way per GP
  - 16' Private easement today
  - 18' ROW on south side
  - 26' wide pavement and curb per GP
    - Add curb
    - Add some pavement



E DOUBLETREE RAN

Sare!

### Traffic

- Traffic study not required
- Trip Generation Manual estimates single-family home averages 8.78 to 10.09 vehicle trips per day

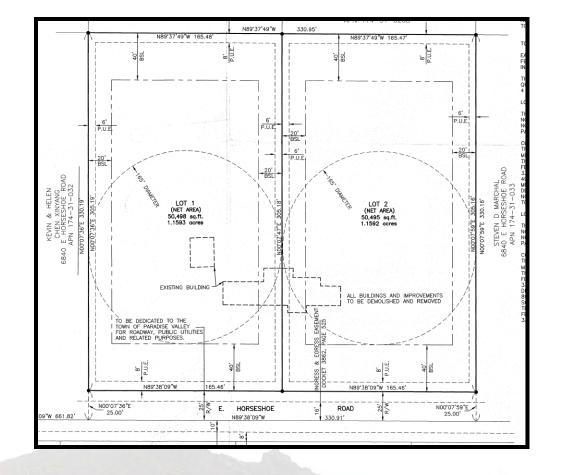


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### Utilities

- Required 6' and 8' utility easements shown
- All typical utilities will be provided
- Septic





### **Fire Protection**

- Both lots have access onto public roadway
- Will be required to install hydrant
- Designated low pressure area
  - Designated 10+ years ago
  - Improvements since designation



– Correspondence at 1,500 gpm

# Noticing

- By policy, mailing notice to property owners
- 500' radius
- No comments





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# Recommended Stipulations (Summary)

- 1. Development be in substantial compliance with plat
- 2. Prior to recordation of the plat:
  - Submit improvement plans and assurances for pavement/curb adjoining site
  - Demo the structures (exception of perimeter walls)
  - Dedicate to Town the south 25' for ROW
- 3. Prior to C of O:
  - Complete Stipulation 2
  - Demonstrate fire sprinkler system in compliance to National Fire Protection
     Association standard 13D or the current equivalent code requirement

14

- Install fire hydrant near southwest corner of site
- 4. Submit Mylars/PDF of plat in 60 days



# Next Steps

- Town Council study session March 9<sup>th</sup>
- Town Council action March 23<sup>rd</sup>





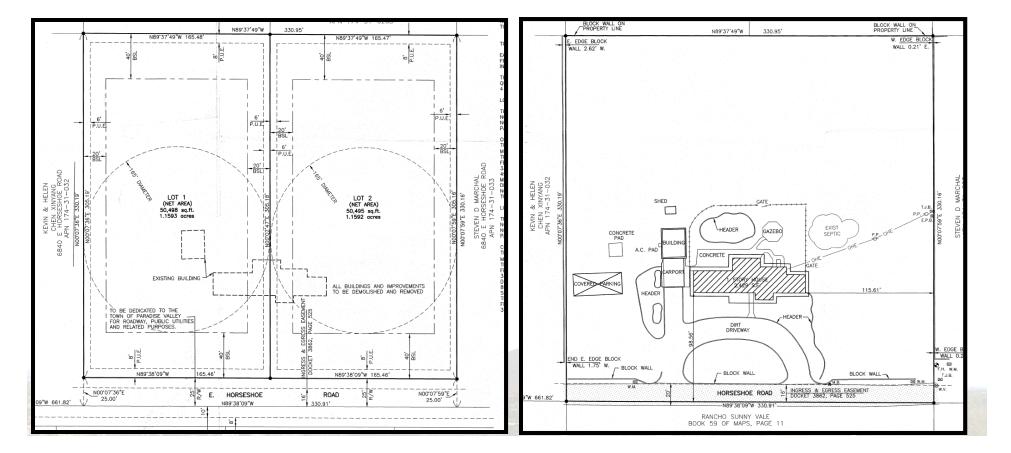
# Questions?

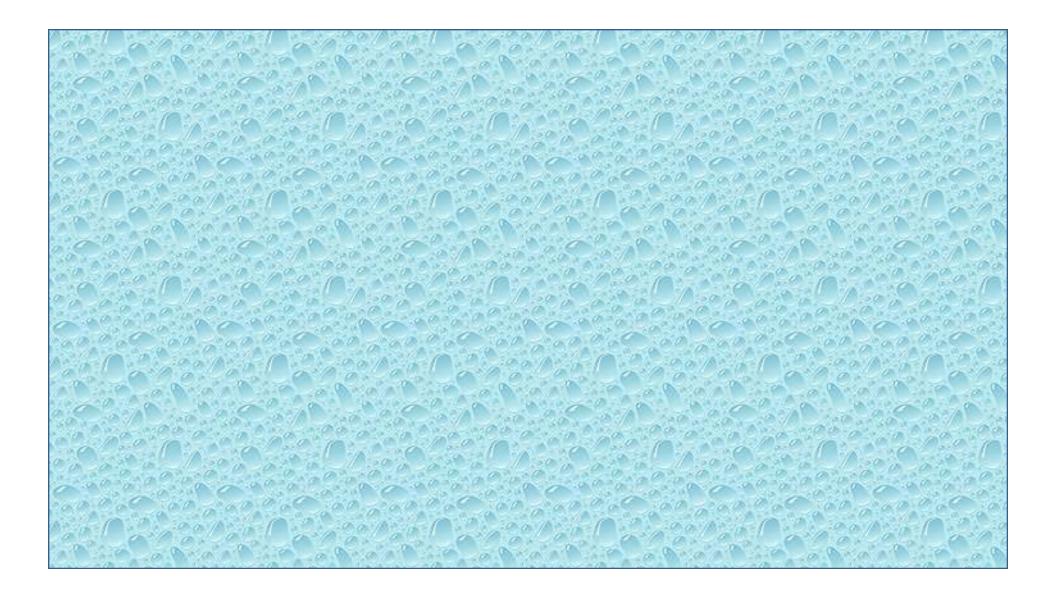


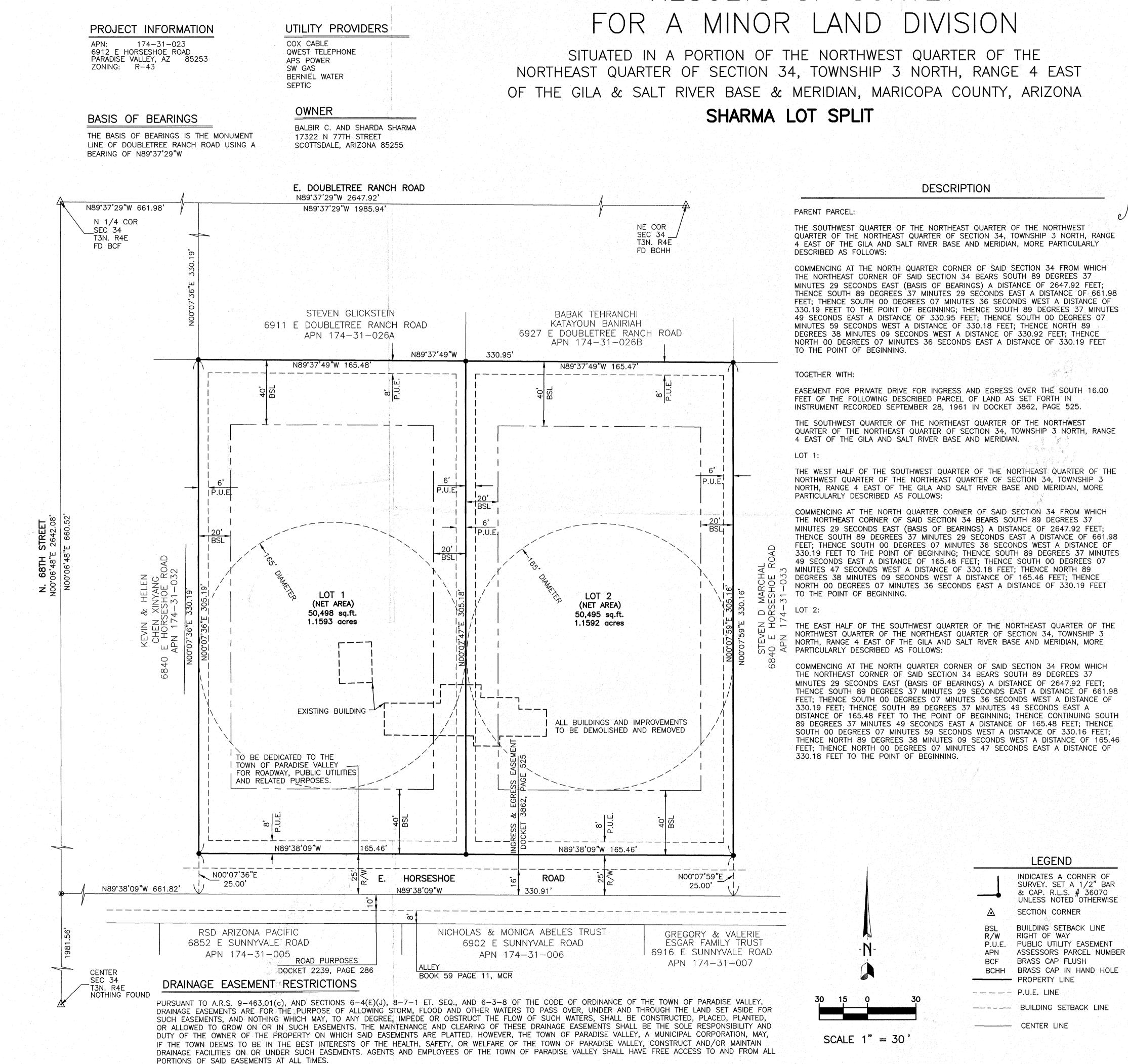


16

# Proposed Existing





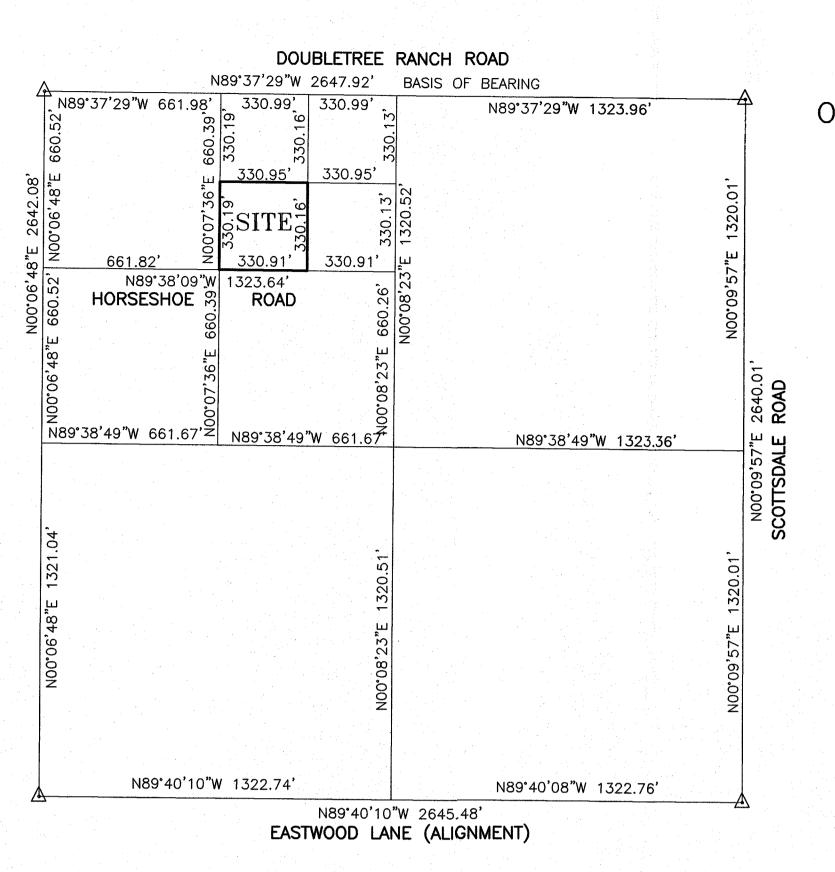


# RESULTS OF SURVEY

<b>∧</b>		UBLETREE RANCH ROAD 647.92' BASIS OF BEARING		<b>, Inc.</b> ors <sup>ad 85020</sup>
5'48	*'29"W       661.98'       330.99'       3	330.99' N89°37'29"W 1323.96' 330.95' 320.13' 230.13' 330.91' 330.91' 1320.22' 330.91' 330.91' 1320.22' 1320'23''	N00'09'57"E 1320.01' N00'09'57"E 1320.01' N00'09'57"E 1320.01' N00'09'57"E 2640.01' N00'09'57"E 2640.01' N. SCOTISDALE ROAD	34       Clouse Engineering, list         5       1         1       1642 E. Orangewood Ave. Phoenix, Arizona B. Tel 602-395-9300 Fax 602-395-9310
	E. EA	N89'40'08"W 1322.76' N89'40'10"W 2645.48' STWOOD LANE (ALIGNMENT) SEC 34, T 3 N, R 4 E VICINITY MAP DEDICATION		LOT SPLI 1/4, NE 1/4, SE DRSESHOE ROAI
TOWNSHIP 3 COUNTY, AR DECLARES T STREET, AND THE NUMBE AND GRANTS WAY AS SHO ARE HEREBY IN WITNESS	3 NORTH, RANGE 4 EAST OF RIZONA, AS SHOWN HEREON, THAT SAID LOT SPLIT SETS FO D EASEMENT CONSTITUTING SA R AND NAME GIVEN TO EACH S TO THE TOWN OF PARADISE OWN ON THIS LOT SPLIT AND Y DEDICATED FOR THEPURPOS THEREOF:	EST QUARTER OF THE NORTHWEST QUARTER OF THE GILA AND SALT RIVER BASE AND MERIDIAN AND HEREBY PUBLISHES THIS LOT SPLIT AND ORTH THE LOCATION AND GIVES THE DIMENSION AME, AND THAT EACH LOT AND STREET SHALL E RESPECTIVELY ON SAID LOT SPLIT AND HEREB VALLEY AS SUCH, THE PUBLIC THE STREET AI INCLUDED IN THE ABOVE DESCRIBED PREMISES SES SHOWN.	, MARICOPA HEREBY SOE THE LOTS, BE KNOWN BY MY DEDICATES ND RIGHT OF S. EASEMENTS	SHARM/ 4, NE 1/4, NV 6912 E
BALBIR	C. SHARMA <u>NOWLEDGE</u> ARIZONA	BY: SHARDA SHARMA MENT		SW 1/
BEFORE ME APPEARED THE LEGAL OWNERS, E IN WITNESS BY:	BEFORE ME, THE UNDERSIGNE OWNERS OF THE PROPERTY EXECUTED THIS INSTRUMENT FO S WHEREOF: I HEREUNTO SET	DAY OF, THE FOLLOWING D NOTARY PUBLIC, WHO ACKNOWLEDGED THEM PLATTED HEREON AND ACKNOWLEDGED THAT TH OR THE PURPOSES THEREIN CONTAINED. MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES:	SEVES TO BE HEY, AS LEGAL	
	BY THE TOWN COUNCIL OF TH DAY OF,20 MAYOR TOWN ENGINEER	E TOWN OF PARADISE VALLEY, ARIZONA 17ATTEST:TOWN CI		<b>Revised</b> 05-18-16 11-18-16
	IOWIN ENGINEER			

and the second second second

BOUNDARY SURVEY.DWG



#### SEC 34, T 3 N, R 4 E VICINITY MAP

N.T.S.

DESCRIPTION

#### PARCEL NO. 1:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP THREE (3) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN; AND

PARCEL NO. 2:

EASEMENT FOR PRIVATE DRIVE FOR WAY AND INGRESS AND EGRESS OVER THE SOUTH SIXTEEN (16) FEET OF THE FOLLOWING DESCRIBED PARCELS OF LAND AS SET FORTH IN INSTRUMENT RECORDED SEPTEMBER 28, 1961 IN DOCKET 3862, PAGE 525:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP THREE (3) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN; AND

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP THREE (3) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN; AND

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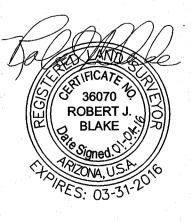
THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP THREE (3) NORTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN; AND

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#### CERTIFICATION

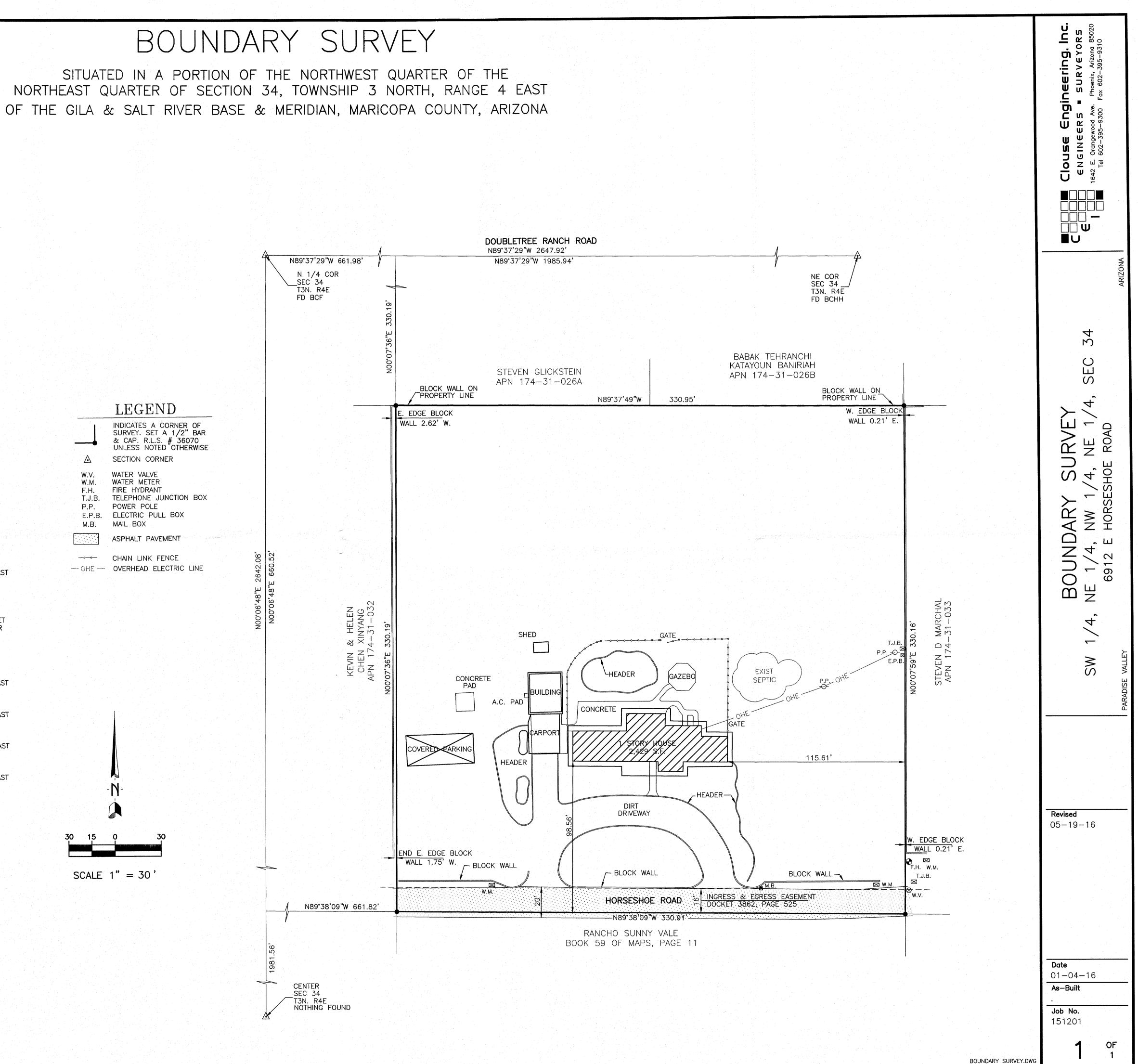
THIS BOUNDARY SURVEY WAS PERFORMED UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2015, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT J. BLAKE REGISTERED LAND SURVEYOR NO. 36070 DATE OF PLAT OR MAP: JANUARY 4, 2016.





CLOUSE ENGINEERING, INC., SHALL NOT BE LIABLE FOR ANY PORTION OF WORK NOT CONFORMING TO APPROVED PLANS SHOULD THEIR STAKES BE FOUND MISSING OR DISTURBED.





#### Action Report

File #: 17-082

#### Memo

#### TO: Mayor Collins and Town Council Members

#### FROM: Kevin Burke, Town Manager Dawn Marie Buckland, Director of Administration & Government Affairs

DATE: March 9, 2017

**DEPARTMENT:** Administration and Government Affairs Department

Dawn Marie Buckland, 480.348.3555

#### AGENDA TITLE:

FY 2018 Budget Overview and Capital Improvement Program

#### Council Goals

Develop a long term sustainable budget; Address police pension funding requirements; Ensure financial health without compromising Town values; Identify a funding mechanism for CIP

#### SUMMARY STATEMENT:

In local government, the budget is not only a financial plan, but also an operations guide, a communications device, and a policy document. As such, it is an integral part of policy discussions with Council throughout the year.

The March 9 study session will provide an overview of economic forecasts, local conditions, and the Town's organizational goals that provide the basis for the budget and long range financial plan. The bulk of the study session will focus on the Town's capital improvement program.

The Capital Improvement Plan (CIP) is a multi-year plan which identifies and prioritizes the Town's anticipated capital needs. The CIP identifies which projects will be constructed over the next five years, their impact to the community and quality of life, and how they will be funded. It is adopted as a part of the budget resolution and presented as a separate section of the budget document. Attached please find a DRAFT CIP for the next five years. This Study Session will review projects with Mayor & Council to determine continued interest, appropriate scope, desired timing, and cost considerations.

The Town decides the cost threshold and types of projects. At this time, staff recommends projects greater than \$100,000 and a useful life of at least two years (excluding vehicles and other rolling

#### File #: 17-082

stock) which would result in the following types of projects:

- Renewal and Replacement of Existing Infrastructure
- Facility Improvements
- Streets/Sidewalks/Paths (Pedestrian and Bicycle)
- Electric Utility Undergrounding
- Stormwater/Drainage
- Technology
- Sustainability
- Wastewater Utility

Projects are identified, scoped, and ranked using an annual 4 step process:

- 1. Identify Needs/Projects.
- 2. Determine Costs
- 3. Prioritize Projects
- 4. Develop Financing Strategies

STEP 1: Identify Needs/Projects

The objective of this step is to compile a "laundry list" of all possible projects that will later be prioritized. The projects come from many sources of information including:

- Citizens
- Town Council
- Strategic Plan
- General Plan
- Master Plans
- Staff

STEP 2: Determine Costs

For each project identified in Step #1, detailed information about the project will be gathered and will include:

- Purpose/Objective
- A description of the project
- Its relationship to the General Plan (e.g. sustainability)
- Timeline
- Operating Impacts (Cost or Savings)
- Map/Location of Project
- Project Scope broken down into land, design, construction, and contingency

#### STEP 3: Prioritize Projects

The Capital Improvement program is based on this prioritization process. Projects are prioritized based on the Town's critical objectives and strategies, the Town's 2012 General Plan, special studies and reports, Town Council and department priorities, and anticipated funding sources. This evaluation process is very much an iterative process using a numeric rating system based on the following evaluation criteria. Projects are then evaluated on the following project prioritization matrix.

#### File #: 17-082

Town's Critical Objectives - 40% - (2012 General Plan) If a capital project directly addresses a Town's critical objective or includes health-related environmental impacts like reductions in traffic accidents, injuries, deaths, or health hazards due to poor water quality, the relative attractiveness of that project increases.

- Increase in public health
- Increase in public safety
- Identified in General Plan
- Consistent with vision statement
- Consistent with annual work plan
- Specific request of the Town Council

Costs - 30% - This represents the annual total costs, including future year capital costs. Also to be considered is whether the proposed project will reduce future capital costs, for example, a rehabilitation project that averts a more expensive, subsequent replacement, and the extent of such savings. Also to be considered is changes in revenues or funding from outside participants, such as grants or cost sharing, which may be affected by a project. Deferring capital projects is tempting for hard-pressed governments, but an estimate of the possible effects, such as higher future costs and inconvenience to the public, provides valuable guidance in proposal assessment.

- Cost sharing / grant / outside funding
- Source of higher revenue
- Maintain, replace or expand an existing asset
- Lower operating cost
- Lower future capital cost
- Implication of deferring the project

Community/Citizen Benefits, Environmental and aesthetics - 20% - Economic impacts such as property values, the future tax base, and the stabilization (or revitalization) of neighborhoods. A criterion for other significant quality-of-life related impacts; this includes community appearance, noise, air and water pollution effects, damage to home, etc. Such impacts may apply more to capital projects related to new development than to infrastructure maintenance though deteriorating structures can adversely affect the community.

- Stabilize or Improve neighborhood(s)
- Improve quality of life for residents
- Improves community appearance
- Improves recreational/cultural opportunities
- Improve environmental protection effort
- Assists in elimination of slum and blight conditions

Distributional Effects - 10% - Estimates of the number and type of persons likely to be affected by the project and nature of the impact - for instance, explicit examination of project impact on various geographical areas. Equity issues are central here - who pays, who benefits. Has the Town made a significant investment in this project within the last five years?

- Town wide improvement
- Benefits large portion of Town
- Investment made by the Town in the last five years

#### File #: 17-082

- Investment made by the Town to meet legal obligation
- Project that has the support of another community or agency
- Inter-jurisdictional benefit will be achieved

After all proposed projects are prioritized using these four criteria and 24 factors, the list will be reviewed from two more viewpoints: 1) does the list stand an "intuitive check"? Do projects fall in the priority order that was "anticipated"? And (2) are there any linkages between projects? Are any projects related to each other geographically, or otherwise, such that having them accomplished concurrently would be advantageous? What about sequencing or timing? Are any projects dependent on the completion of other projects? Adjustments to the priority list may be necessary dependent on this final review.

#### STEP 4: Develop Funding Strategies

As there are always more needs than resources, funding strategies will determine the final list of recommended projects. This step involves policy input from the Town Council and may result in modifying or creating new financial policies when it makes sense to do so. Because the CIP is primarily funded from the Operating Budget, two key questions must be addressed:

- 1. How should existing operating revenues be allocated?
- 2. Are existing operating revenues enough?

Staff will discuss the capital improvement project requests at the March 9, 2017 study session, and will follow up with operating budget discussions on April 14, 2017.

#### ATTACHMENT(S):

Presentation including CIP project listing 10-Year operating forecast

# **TOWN OF PARADISE VALLEY**

# FY 2018 Budget



# Key Questions

- 1. Provide Mayor & Council with "Big Picture" of Town's financial forecast and answer questions.
- 2. Identify any Mayor & Council budget priorities.
- 3. Review and receive direction from Council regrading Draft FY18-'22 Capital Improvement Program.



# Overview

- Condition Economic Forecast
  - Overall State GDP
  - Housing
  - Hospitality
  - State Income
  - HURF/Gas Tax





# Local Conditions

- Population & Inflation
  - Revenue Sharing
  - ELR
- Building Permits
- ANdAZ & Mtn Shadows Impact to Revenues



# Organizational Goals

- Long term sustainable budget
- Pay down pension liability
- Pavement preservation of Lincoln and Tatum
- Sustainable funding of CIP
- Maintain and repair infrastructure
  - Fleet
  - Facilities
- Fix sewer fund



# **Operating Forecast**

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Sources					
Beginning Fund Balance - GF & HURF	32,639,305	23,162,528	15,013,937	12,188,874	13,962,897
Revenue	25,209,657	29,285,195	31,938,817	32,854,885	32,940,454
Transfers In	133,700	133,700	133,700	133,700	133,700
Total Sources	57,982,662	52,581,423	47,086,454	45,177,458	47,037,050
Uses					
Total Department Expenditures	21,613,462	22,369,933	23,152,881	23,963,232	24,801,945
PSPRS Unfunded Liability Additional Payment	5,000,000	5,000,000	4,650,000		
Vehicle Replacement Program	494,500	494,500	494,500	494,500	494,500
Facilities Repair and Replacement	624,000	912,500	115,800	270,500	135,800
Lincoln & Tatum Repaving	1,800,000	3,000,000			
2016 Debt Issuance	288,172	790,553	1,484,399	1,486,330	1,487,839
CIP	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Total Uses	34,820,134	37,567,486	34,897,580	31,214,562	31,920,084
Ending Fund Balance - GF	23,162,528	15,013,937	12,188,874	13,962,897	15,116,967
% of Operating	107%	67%	53%	58%	61%



# Resources

- Manager's Recommended Budget
  - Fire Fee
  - PSPRS Unfunded Liability
  - Tatum Repaving
  - Staffing
  - Department budgeting
    - Program driven requests; zero-based, priority-based
  - Health Insurance





### TOWN OF PARADISE VALLEY CAPITAL IMPROVEMENT PLAN FY2018 – FY2022

March 9th, 2017

### **TODAY'S FOCUS**

# Receive information on every project in the FY2018 to FY2022 CIP

# And

Provide feedback on any projects Town Council would like to discuss further



Department	Project #	2018	2019	2020	2021	2022	Total	Department	Project #	2018	2019	2020	2021	2022	Total
Facility Improvement								Mockingbird Lane Improvements (S. of Lincoln Rd.)	2018-03	200,000					200,00
	2017-01	100 000	250 000	1 000 000			1,350,000	Doubletree (64th St. to Scottsdale)	2018-04	300,000	3,000,000				3,300,00
Town Hall Space Organization Study and Remodel	2017-01	100,000	250,000	1,000,000				Pedestrian / Bicycle Improvements	2018-07	100,000	100,000	100,000	100,000	100,000	500,00
Town Hall Complex Backup Power		500,000					500,000	Lincoln@64th St. (Invergordon) Intersect. Realign	2019-03		150,000				150,00
Solar Energy Town Complex	2019-01		500,000				500,000	64th St. Medians (McDonald to Chaparral Rd.)	2019-04		270,000	2,430,000			2,700,00
Town Hall Chiller Replacement	2019-02		100,000				100,000	Denton Lane Cul De Sac	2019-05			150,000			150,00
Facility Improvement Total		600,000	850,000	1,000,000			2,450,000	Highlands Drive Cul De Sac	2019-06		250,000				250,00
		-						45th Street Curbs (McDonald to Valley Vista)	2020-02			100,000			100,00
Master Plans/Studies								Tatum Boulevard Retaining Walls	2020-03			400,000			400,00
Watershed Studies								Mockingbird Lane (56th St. to Invergordon Rd.)	2020-04			300,000	3,000,000		3,300,00
	2016-06	500,000	500,000				1,000,000	Mountain View Road Improvements (Tatum - 52nd St.)	2020-05			100,000	1,000,000		1,100,00
Iconic Visually Significant Corridors, etc.	2016-08	43,000					43,000	Mini Multi-Modal Transportation Site	2021-01				500,000		500,00
Town Facilities Green Compliant Study	2018-09		100,000				100,000	Streets Total		10,490,000	3,770,000	3,580,000	4,600,000	100.000	22,540,00
Berneil Water Company Study	2019-09	-	150,000				150,000	Sueets Total			0,110,000	0,000,000	4,000,000	100,000	12,010,000
Master Plans/Studies Total		543,000	750,000				1,293,000	Technology							
								Public Safety Communications Tower	2013-02	850,000					850,000
Sidewalks								Network Switch Upgrade	2016-10	12,000					12,00
Lincoln Drive Sidewalks	2017-05	440,000	75,000	120,000			635,000	Implement Town-Wide Geographic Info. System (GIS)	2017-04	125,000					125,00
56th St. Sidewalks (Mockingbird to Doubletree)	2018-06	100,000					100,000	Telecommunications System Update	2018-01	320,000					320,000
N. Tatum Rd. Sidewalks (Doubletree-Montain View)	2020-06			150,000			150,000	Town Owned Cell Tower Sites	2018-02	425,000					425,00
32nd St. Sidewalks (Stanford to Lincoln)	2021-02				300,000	2,850,000	3,150,000	CAD Enterprise Upgrade	2018-08	221,000					221,000
Sidewalks Total		540,000	75,000	270,000	300,000	2,850,000	4,035,000	Town Hall Complex Fiber Connections	2022-05	150,000					150,000
		-					-	Technology Total		2,103,000					2,103,000
SRP Undergrounding								<b></b>		-					
SRP 44th Street & Keim Converson	2016-01	1,224,385					1,224,385	Traffic Signals							
5RP Denton Lane Conversion	2020-01			50,000	527,100		577,100	Traffic Signal (Video Detection) Upgrades	2018-05	250,000					250,000
SRP 40th Street & Lincoln Drive Conversion	2022-01					300,000	300,000	Traffic Signals Total		250,000					250,000
SRP Undergrounding Total		1,224,385		50,000	527,100	300,000	2,101,485	Traine Signation Total							
Stormwater								Wastewater							
· · · · · · · · · · · · · · · · · · ·								Sewer System Assesment	2017-06	234,200	234,200	234,200	234,200		936,800
Hummingbird Lane/Quartz Mountain Road	2019-07		425,000				425,000	Wastewater Total		234,200	234,200	234,200	234,200		936,800
Berneil Channel Improvements	2019-08		400,000	3,600,000	2010/01/07/07		4,000,000	wastewater rotar		104,100	104,100	100,100	104,100		000,000
Scottsdale Rd. and Indian Bend	2020-07			450,000	3,550,000		4,000,000	CRAND TOTAL		15,984,585	6.504,200	9,184,200	9,511,300	8,105,000	49,289,285
Cudia City Wash Crossing at Tatum Boulevard	2021-03				300,000	2,700,000	3,000,000	GRAND TOTAL		13,904,303	0,304,200	9,104,200	9,311,300	0,100,000	49,209,203
Invergordon Rd. at the Indian Bend Wash Crossing	2022-02					300,000	300,000		10						
Wash Culvert Extension at McDonald	2022-03					205,000	205,000								
Waterman Lane Low Water Crossing	2022-04					150,000	150,000								
LIBW ADMS Cheney Dr Alt 1	2022-06	-				1,500,000	1,500,000								
Stormwater Total		_	825,000	4,050,000	3,850,000	4,855,000	13,580,000								
Streets															
Lincoln Dr. (Limits to Mockingbird) - Ritz Related	2016-14.1	2 870 000					2.870.000								
		2,870,000													
Indian Bend (Limits to Mockingbird) - Ritz Related	2016-14.2	1,700,000					1,700,000								1.50
Mockingbird Lane Medians - Ritz Related	2016-14.3	5,320,000					5,320,000						Mar	ch 9th	201

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#### Town Hall Space Optimization Study

Location: Town Hall Complex

Cost: \$1.45m, FY17-20

- Study to identify space utilization in town hall
- Currently departments / staff are spread out as well as storage
- This project will identify future upgrades and changes for an interior remodel

Town Hall Complex Backup Power

Location: Town Hall Complex

Cost: \$500k, FY18

- This would provide for backup power during a power outage so the Town can operate during an emergency.
- Installation of a separate stand alone generator for Town Hall.
- Additionally, the Police / Public Works Department generator is 18+ years old and is due for replacement.



#### Solar Energy Town Complex

Town Hall Chiller Replacement

Location: Town Hall Complex

Cost: \$500k, FY19

- Design and installation of photo voltaic panels at the town hall complex
- Implementation of General Plan 7.4-1.5

#### Location: Town Hall Complex

Cost: \$100k, FY19

- Due to age, the chiller is in need of replacement
- Parts to maintain the equipment are being harder to find and more expensive
- Chiller provides cold water to Town Hall air handlers, if it fails during summer months it may require closure of Town Hall



#### Watershed Studies

Location: Townwide

Cost: \$1m, FY18-19

- Includes the initiation of a second study, watershed still TBD
- Anticipate future CIP projects will be identified in the study
- Further discussion on watersheds to determine future of these projects

#### Visually Sig Corridors Study

13

March 9th, 2017

Location: Lincoln and Tatum

Cost: \$150k, FY17-18

- Identified in the 2012 General Plan Goals 3.3-1.5, 3.3-1.6, 3.3-1.7, 4.5-1.10
- A town wide master plan identifying a program to improve and maintain rights-of-way corridors, create key gateways that differentiates the Town from surrounding communities, and places for residents to recreate or gather together
- Anticipate future CIP projects will be identified in the study



#### Town Facilities Green Compliant

Location: Town Hall Complex

Cost: \$100k, FY19

- Study to identify implementation of 7.4-1.5 of the General Plan
- Will identify both operational and facility enhancements to include in the CIP
- Improve towns environmental, economic, and social stewardship by reducing its carbon footprint

#### Berneil Water Company Study

Location: Northeast section of town

Cost: \$150k, FY 19

- System wide study of the Berneil Water Service area
- Verify reliability and integrity of existing system and identify upgraders and/or improvements
- Known issues of water pressure, water supply, and aging infrastructure



March 9th, 2017

#### Lincoln Drive Sidewalks

Location: Lincoln Drive

Cost: \$3m, FY17-20

- Construction of approximately 2 miles of new sidewalk along Lincoln Drive
- Fill in gaps of the sidewalk in existing east/west corridor
- Construction is Federally Funded through a grant (\$2,000,000) in FY2019

#### 56<sup>th</sup> Street Sidewalks

Location: 56<sup>th</sup> Street south of Doubletree

Cost: \$100k, FY18

- Fills in a gap near Cherokee Elementary School
- Along the western side of the roadway between Doubletree Ranch Road and Mockingbird Lane



#### North Tatum Sidewalks

Location: East side of Tatum at Mountain View Cost: \$150k, FY20

- Six foot wide colored concrete sidewalk along the east side of Tatum between Doubletree Rach Road and Mountain View
- Current gap in the system in this area
- Work will potentially affect Phoenix right-ofway, and IGA may be necessary

#### 32<sup>nd</sup> Street Sidewalks

Location: 32<sup>nd</sup> Street, Stanford to Lincoln

Cost: \$3.15m, FY21-22

- Six foot wide colored concrete sidewalk along the east side of 32<sup>nd</sup> Street between Stanford Drive and Lincoln Drive
- Significant cut and fill issues along this corridor
- Work will affect Phoenix right-of-way and an IGA will be necessary



#### 44<sup>th</sup> Street and Keim

Location: Keim Drive east of Hogan

Cost: \$1.22m, FY18

- The conversion of approximately 2,000 linear feet of overhead primary line in rear yard easements to underground in town right-of-way, including the removal of poles
- This district is comprised of 14 lots.

#### Denton Lane

Location: Denton Lane east of Palo Cristi

Cost: \$577k, FY 20-21

- Conversion of 1,700 linear feet of overhead primary line in rear yard easements, including the removal of poles
- New trench and conduit in town rightof-way



#### 40<sup>th</sup> Street and Lincoln

Location: East of 40<sup>th</sup> Street, North of Lincoln

Cost: \$3.6m, FY 22-23

- Conversion of approximately 5,000 linear feet of overhead primary line in rear yard easements, including the removal of poles
- New trench and conduit in town right-of-way

#### Hummingbird Lane / Qtz Mountain

Location: Hummingbird/Qtz Mountain

Cost: \$425k, FY 19

- Construction of drainage improvements including culverts and channels to help convey existing flows from the north side of Mummy Mountain
- Public and Private improvements identified in a 2009 study, further analyzed by town's watershed study



#### Berneil Channel Improvements

Location: Berneil Channel north of Doubletree

Cost: \$4m, FY19-20

- Beautification of the existing channel, including the possible addition of recreational opportunities
- Would also analyze the current capacity to see if if opportunities exist to increase capacity
- Possible 50% cost share with FCD

#### Scottsdale Road and Indian Bend

Location: Scottsdale and Indian Bend

Cost: \$4m, FY20-21

- Improvements to the structures crossing Scottsdale Road and Indian Bend
- Left in CIP until completion of watershed study and Ritz project to ensure it is no longer necessary
- If necessary, project assumes cost sharing with Scottsdale and FCD



#### Cudia City Wash Crossing at Tatum Blvd

Location: Tatum near Arroyo Verde

Cost: \$3m, FY 21-22

- Installation of box culvert structure to carry Cudia City Wash underneath Tatum Boulevard
- Current low water crossing has to be closed during storm events due to high flows
- Possible 50% cost share with FCD

#### Indian Bend Wash Crossing at Invergordon

Location: Invergordon Road at Indian Bend Wash Cost: \$3m, FY 22-23

- Installation of box culvert structure to carry Indian Bend Wash underneath Invergordon Road
- Current low water crossing has to be closed during storm events due to high flows
- Possible 50% cost share with FCD



#### McDonald Drive Wash Culvert Extension

Location: McDonald Drive west of Marston

Cost: \$205k, FY22

- The existing north end of the box culvert needs to be extended to allow for a new sidewalk
- Additionally, a guardrail currently creates a lane choke point at this location, and needs to be reconstructed to provide adequate lane width

#### Waterman Lane Low Water Crossing

Location: Waterman Lane north of White Drive

Cost: \$150k, FY22

- Installation of a new box culvert to allow for low water crossing flows to pass under the roadway
- Major issue addressed is the existing roadway profile, which changes abruptly to accommodate surface flows
- Roadway profile causes larger vehicles to scrape, causing damage to vehicles and the roadway



#### LIBW ADMS Cheney Dr Alt 1

Location: Cheney Watershed

Cost: \$7.5m, FY 22-23

- Implementation of FCD improvements identified in this watershed
- Placeholder until future watershed discussions
- Includes sedimentation basins, storm drains, and other structures
- Possible 50% cost share with FCD

#### Lincoln Drive (Ritz)

Location: Lincoln Drive, Mockingbird to Town Limits

Cost: \$3m, FY17-18

- Reconstruction of Lincoln Drive between the town limits and Mockingbird Lane to match the General Plan cross section
- As described in the Development Agreement with Five Star
- Includes Lincoln and Tatum turn lane improvements
- Cost share with Five Star, \$1.9m



#### Indian Bend (Ritz)

Location: Indian Bend, Mockingbird to Town Limits

Cost: \$1.7m, FY17-18

- Reconstruction of Indian Bend between the town limits and Mockingbird Lane to match the General Plan cross section
- As described in the Development Agreement with Five Star
- Funded by Five Star

#### Mockingbird (Ritz)

Location: Mockingbird, Lincoln to Northern

Cost: \$5.5m, FY17-18

- Reconstruction of Mockingbird Lane between Lincoln Drive and Northern Avenue to match the General Plan cross section
- Includes medians and full width bike lanes as well as sidewalks
- Roundabouts at Northern, Cheney and Indian Bend
- As described in the Development Agreement with Five Star
- Cost share with Five Star, \$1.8m



#### Mockingbird South of Lincoln

Location: Mockingbird south of Lincoln

Cost: \$200k, FY18

- Curb and gutter improvements along the western curb line to address roadway erosion
- Will require several driveway replacements and some sidewalk adjustment

#### Doubletree

Location: Doubletree, Invergordon to Scottsdale

Cost: \$3.3m, FY18-19

- Reconstruct Doubletree Ranch Road to match the General Plan cross section for a minor arterial
- Includes medians, bike lanes, sidewalks, and landscaping



### Ped/Bike Improvements

Location: Various Locations

Cost: \$500k, FY18-22

 Annual allocation to begin design and construction of projects identified from the Pedestrian / Bicycle Master Plan

### Lincoln/64<sup>th</sup> Realignment

Location: Invergordon and Lincoln

Cost: \$150k, FY19

- Realign the southbound approach of this intersection so there is not longer an offset
- Improves safety and completes the "unfinished" leg of the intersection



### 64<sup>th</sup> Street Medians

Location: Invergordon, McDonald to Chaparral Cost: \$2.7m, FY19-20

- Reconstruct the roadway to match the General Plan cross section for a Minor Arterial
- Includes medians, bike lanes, sidewalks, and landscaping

### Denton Lane Cul De Sac

Location: Denton Lane east of Palo Cristi

Cost: \$150k, FY20

- In conjunction with the Denton Lane SRP Undergrounding project, complete the cul de sac at the terminus of Denton Lane
- Currently there is no cul de sac, vehicles utilize private driveways to turn around



### Highlands Drive Cul De Sac

Location: Highlands Drive and town limits Cost: \$250k, FY19

- Complete the cul de sac at the terminus of Highlands Drive
- Currently there is no cul de sac, vehicles utilize private driveways to turn around and there are steep grades which makes the area unsafe

### 45<sup>th</sup> Street Curbs

Location: 45<sup>th</sup> Street, McDonald to Valley Vista

Cost: \$100k, FY20

- Removal of existing asphalt curbs and replacement with new concrete curbs
- The existing curbing is failing and will eventually cause roadway erosion issues



### Tatum Blvd Retaining Walls

Location: Tatum between Lincoln and Desert Jewel

Cost: \$400k, FY20

- The design and construction of retaining walls adjacent to sidewalks
- Current cut face is constantly eroding causing debris on the sidewalk
- Further detail to be determined in coordination with the Visually Significant Corridor Study

Mockingbird Lane 56<sup>th</sup> Street to Invergordon

Location: Mockingbird Lane between 56<sup>th</sup> Street and Invergordon

Cost: \$3.3m, FY20-21

- Continuation of the Mockingbird cross section identified in the General Plan and implemented between 52<sup>nd</sup> Street and 56<sup>th</sup> Street
- Includes medians, bike lanes, sidewalks, and landscaping



### Mountain View

Location: Mountain View, Tatum to 52<sup>nd</sup> Street

Cost: \$1.1m, FY20-21

- Add medians to the existing roadway to meet the General Plan cross section
- Improve the intersection of Mountain View and Tatum to increase safety

Mini Multi Modal Transportation Site

Location: Doubletree Ranch and Scottsdale Road

Cost: \$500k, FY21

- Design and construction and mini multimodal transportation site
- Include facilities for parking, bicycles, and a bus stop along Scottsdale Road



### Police Communications Tower

Location: 6842 N Highlands Dr

Cost: \$4.2m, FY16-18

• Design and construction of antenna and associated building for improved radio communication for emergency response

### Network Switch Upgrade

Location: Town Hall Complex

Cost: \$150k, FY17-18

- This replacement cycle will provide reliable and expandable networking capabilities to the Town's computer network infrastructure
- Existing equipment does not have replaceable or serviceable parts if there is a failure
- This equipment will also allow the Town to comply with Federal and State network security standards



### Townwide GIS

Location: Town Hall Complex

Cost: \$250k, FY17-18

- In FY 2016, the Town undertook a GIS strategic planning effort to identify key short, medium, and long term prioritized objectives.
- This project will provide consistent GIS information and capabilities for Police, Public Works, Community Development, Utility Billing, and other Town functions.

### Telecommunications System Upgrade

Location: Town Hall Complex

Cost: \$320k, FY18

- This phone system upgrade will replace the antiquated telephone system currently in place since 1997.
- Many technological advances since the original installation will facilitate easier integration in to existing systems and restore reliability.
- The Town has outgrown the limited functionality of the existing system.



### Town Owned Cell Tower Sites

Location: Undetermined

Cost: \$425k, FY18

- Installation of cellular sites at various locations throughout town
- Increase in cell reception for town residents
- Implementation of General Plan 8.7-1.12

### CAD Enterprise Upgrade

Location: Town Hall Complex

Cost: \$221k, FY18

• Text



### Town Hall Fiber Connections

Location: Town Hall Complex

Cost: \$150k, FY18

- Fiber connections between Town Hall, Police Department, and Public Works
- Increase speeds from 1gbps to 10gbps
- Replacement of currently failed line between Town Hall and Public Works
- Creation of a fiber ring incase one of the lines fails

### Video Detection Upgrades

Location: Signalized Intersections

Cost: \$250k, FY18

- Upgrades to the video detection systems at the twelve town owned signalized intersections
- Existing cameras are causing delays for vehicles
- Existing cameras are past their life expectancy and cause a majority of issues and service calls related to the signals



### Sewer System Assessment

Location: Town owned sewer service area

Cost: \$1.2m, FY17-21

- Per updated IGA with Scottsdale, the completion of the annual five year Paradise Valley sewer assessment done in conjunction with Scottsdale's assessment
- Identifies line issues that need to be addressed such as roots, aging pipe, dips in the lines, etc.



# **THANK YOU!**

# **Questions?**







#### 10-Year Operating Budget FY 2018-27

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sources											
Beginning Fund Balance - GF & HURF	32,639,305	23,162,528	15,013,937	12,188,874	13,962,897	15,116,967	16,418,264	17,786,954	20,034,266	22,355,360	24,750,569
Revenue	25,209,657	29,285,195	31,938,817	32,854,885	32,940,454	33,912,036	34,887,427	35,193,472	36,232,695	37,302,939	38,496,633
Transfers In	133,700	133,700	133,700	133,700	133,700	133,700	133,700	133,700	133,700	133,700	133,700
Total Sources	57,982,662	52,581,423	47,086,454	45,177,458	47,037,050	49,162,702	51,439,391	53,114,126	56,400,662	59,791,999	63,380,902
Uses											
Total Department Expenditures	21,613,462	22,369,933	23,152,881	23,963,232	24,801,945	25,670,013	26,568,463	27,498,359	28,460,802	29,456,930	30,487,923
PSPRS Unfunded Liability Additional Payment	5,000,000	5,000,000	4,650,000								
Vehicle Replacement Program	494,500	494,500	494,500	494,500	494,500	494,500	494,500	494,500	494,500	494,500	494,500
Facilities Repair and Replacement	624,000	912,500	115,800	270,500	135,800	96,000	104,800	87,000	90,000	90,000	90,000
Lincoln & Tatum Repaving	1,800,000	3,000,000									
2016 Debt Issuance	288,172	790,553	1,484,399	1,486,330	1,487,839	1,483,926	1,484,674	-	-	-	-
CIP	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Total Uses	34,820,134	37,567,486	34,897,580	31,214,562	31,920,084	32,744,439	33,652,437	33,079,859	34,045,302	35,041,430	36,072,423
Ending Fund Balance - GF % of Operating	23,162,528 107%	15,013,937 67%	12,188,874 53%	13,962,897 58%	15,116,967 61%	16,418,264 64%	17,786,954 67%	20,034,266 73%	22,355,360 79%	24,750,569 84%	27,308,479 90%

**Action Report** 

File #: 17-076



#### Action Report

File #: 17-085

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager

DATE: March 9, 2017

**DEPARTMENT:** Town Manager

#### AGENDA TITLE: Scottsdale Railroad & Mechanical Society Presentation to Council

#### SUMMARY STATEMENT:

The Scottsdale Railroad and Mechanical Society (SR&MS) has prepared some Appreciation Plaques for the 2016 members of the Town Council; thanking them for their ongoing support of the Railroad Park. A sample photo of the presentation plaque is attached.

The SR&MS is the 501(c)(3) charity which benefits the Scottsdale Railroad Park. Each year the Society invests about \$150,000 in the RR-Park. Last fall the SR&MS Board decided to prepare and present these appreciation plaques to the City of Scottsdale and Town of Paradise Valley Council members. They were custom-made in the machine shop at the RR- Park. They were prepared for the 2016 Councils.

Russ Mosser, a member of the SR&MS will present the plaques to Mayor Michael Collins, Vice Mayor Jerry Bien-Willner and Council Members Dave Sherf and Mark Stanton. Former Council Members Mary Hamway and Maria Syms will also be receiving a plaque.

BUDGETARY IMPACT: None

ATTACHMENT(S): Plaque

## Mayor Michael Collins Thank you for your ongoing support of the McCormick-Stillman Railroad Park

Scottsdale Railroad & Mechanical Society



**Action Report** 

File #: 17-084

TOWN Of





#### TOWN COUNCIL MEETING 6401 E. LINCOLN DRIVE PARADISE VALLEY, ARIZONA 85253 MINUTES Thursday, February 23, 2017

#### 1. CALL TO ORDER / ROLL CALL

Mayor Collins called to order the Town Council Meeting for Thursday, February 23, 2017 at 10:30 a.m. in the Town Hall Boardroom.

#### **COUNCIL MEMBERS PRESENT**

Mayor Michael Collins Vice Mayor Jerry Bien-Willner Council Member Paul Dembow Council Member Scott Moore Council Member Julie Pace Council Member Mark Stanton

#### **STAFF MEMBERS PRESENT**

Town Manager Kevin Burke Town Attorney Andrew Miller Town Clerk Duncan Miller Police Chief Peter Wingert Public Works Director Brent Skoglund Senior Planner Paul Michaud Planner George Burton Acting Town Engineer Woody Scoutten

#### 2. STUDY SESSION ITEMS

#### 17-047 Review and Consideration of Invergordon Speed Study

Police Chief Peter Wingert provided a historical summary of speed limits on Invergordon Rd between McDonald Dr and Lincoln Dr. He explained that two previous resolutions established a 25-MPH limit in front of the private school and church on Invergordon Rd. When the school closed, the speed limit was increased. After another private school opened on the property, temporary 15-MPH school zone signs were permitted. However, the speed limits were not authorized by Council and could not be enforced.

Chief Wingert stated that EPS Group conducted a traffic safety analysis and recommended the following:

- the speed limit be reduced to 25 mph in the area of the Montessori Academy between 7:30am and 8:30am and again between 2:30pm and 3:30pm, Monday through Friday.
- two (2) Yellow school signs, one for southbound traffic at Keim Drive and one just north of McDonald Drive for northbound traffic.
- two (2) 25 mph signs with Monday-Friday sub-signs and 7:30-8:30 AM and 2:30-3:30 PM sub-signs.

There was Council consensus to direct staff to prepare a resolution implementing the recommendation.

#### 17-051 Update of Paradise Valley Bicycle & Pedestrian Master Plan

Senior Planner Paul Michaud and Jim Coffman of Coffman Studio updated the Town Council on the Bicycle and Pedestrian Master Plan. They provided and overview of the draft plan and asked for specific direction on the major components of the draft. They reminded Council that the purpose of the Master Plan was to fulfill the General Plan goal to analyze non-motorized circulation system for the Town, define bicycle and pedestrian routes, design standards for street and off-street signage, identify projects, and create performance measures. They summarized existing conditions and recommendations based on feedback from residents.

The Council discussed developing a Statement of Direction (SOD) or similar clarification to the Planning Commission to set parameters on their review. There was consensus on the following:

- Focus more on pedestrian paths and connectivity, and give less priority to bicycles
- Limit signage and pavement markings
- Collaborate with the Visually Significant Corridors Master Plan process for consistent treatment of design, especially on Lincoln and Tatum
- Collaborate with area drainage studies
- Focus on local connectivity and not regional connectivity
- Discourage bicycle use of major arterials
- Walking paths on Town-owned property behind houses was generally discouraged

Council discussed dividing up the master plan by project areas. The Council expressed cost considerations and concerns. They asked for specific cost estimates for each proposed improvement to the extent possible. The Council directed staff delay Planning Commission action on the Master Plan until after the Council provides direction to the Commission.

#### 17-063 <u>Review and Discussion of Work Space Reallocation Study</u>

Town Manager Kevin Burke introduced Vice President Staci Seyer and Project Manager Brady Rewerts of Corgan Architecture & Interior Design. Corgan was selected through an RFQ process to analyze the space utilization needs for the Town Hall, Police Department, and Public Works buildings. Mr. Rewerts presented design proposals for each building. Two options were offered for Town Hall to improve service delivery by providing public counter space for post office, Human Resources/Town Clerk, Finance/Utility Billing, Planning/Building from a central lobby area.

The Council generally favored the recommendations for the Police Department, Public Works, and Town Hall option 1. The Council authorized staff to develop project phasing and cost estimates. Construction would be programmed into the Capital Improvement Program budget to compete with other projects.

#### 17-061 Discussion of Community Services Funding

Town Clerk Duncan Miller stated that the Council budgeted \$50,000 for Fiscal Year 2016-17 Community Services Funding. Resolution 1304 governs the process by which funds are awarded. He said the first step was for the Council to decide whether to conduct a needs assessment to identify a specific project to fund or invite grant applications.

There was Council consensus to invite applications for funding. It was suggested that if the entire budget is not disbursed, the balance could be used to offset costs for events or programs such as the Public Safety Fair, the Martin Luther King Jr Day event, the You Are Not Alone (YANA) program, or property maintenance assistance for elderly or in-need homeowners.

Council Members Stanton and Pace volunteered to serve on the Community Services Funding Advisory Group to the Town Manager.

Mayor Collins recessed the meeting at 12:35 p.m.

#### 3. EXECUTIVE SESSION

17-053 The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the agenda items listed on the agenda as authorized by A.R.S. §38-431.A.3.

No action was taken.

#### 4. BREAK

#### 5. RECONVENE FOR REGULAR MEETING

Mayor Collins reconvened the meeting at 1:00 PM

#### COUNCIL MEMBERS PRESENT

Mayor Michael Collins Vice Mayor Jerry Bien-Willner Council Member Paul Dembow Council Member Scott Moore Council Member Julie Pace Council Member Mark Stanton

#### **STAFF MEMBERS PRESENT**

Town Clerk Duncan Miller

#### 7. PLEDGE OF ALLEGIANCE\*

Mayor Collins led the Pledge of Allegiance.

#### 8. ACTION ITEMS

#### 17-059 Interview and Appointment of Town Council Member

Mayor Collins explained the process that would be used to interview the four finalists and make an appointment to fill the vacancy on the Town Council. The Council then interviewed Jeffrey Wincel, Keno Hawker, Andy Kunasek, and David Sherf. Following the interviews they discussed the applicants. They held a straw vote by secret ballot.

Ballot 1: David Sherf – 3 votes Andy Kunasek – 3 votes

Additional Council discussion

Ballot 2: David Sherf – 4 votes Andy Kunasek – 2 votes

A motion was made by Council Member Dembow, seconded by Council Member Stanton, to appoint David Sherf to fill the Town Council seat vacated by Maria Syms through January 10, 2019. The motion carried by the following vote:

Aye: 6 - Mayor Collins Vice Mayor Bien-Willner Council Member Dembow Council Member Moore Council Member Pace Council Member Stanton

#### STAFF MEMBERS PRESENT

Town Attorney Andrew Miller Town Clerk Duncan Miller Police Chief Peter Wingert Director of Administration and Government Affairs Dawn Marie Buckland Public Works Director Brent Skoglund

#### 9. PRESENTATIONS\*

There were no presentations.

#### 10. CALL TO THE PUBLIC

There were no public comments

#### 11. CONSENT AGENDA

Ms. Buckland summarized the Consent Agenda.

#### 17-055 Minutes of Town Council Meeting February 9, 2017

A motion was made by Council Member Dembow, seconded by Council Member Stanton, to adopt the Consent Agenda as submitted. The motion carried by the following vote:

Aye: 6 - Mayor Collins

Vice Mayor Bien-Willner Council Member Dembow Council Member Moore Council Member Pace Council Member Stanton

#### 12. PUBLIC HEARINGS

#### 17-039 <u>Consideration of a continuance of a Major General Plan Amendment</u> <u>located at the northwest corner of Northern Ave alignment/Scottsdale Rd</u> <u>GP-16-01 (a.k.a. Jarvis Property, Town Triangle, Villas at Cheney)</u>

Senior Planner Paul Michaud presented a request to continue consideration of a Major General Plan Amendment for the "Jarvis Property" to May 25, 2017. He stated that the applicant has been working on alternatives and would not be able to meet the hearing notice deadlines.

Mayor Collins opened the Public Hearing. Resident Rod Cullum spoke on behalf of the applicant. He explained the continuance was necessary while attempts were being made to acquire additional property.

The Council discussed timing of the other applications associated with this project. In particular, the

#### TOWN COUNCIL MINUTES

Special Use Permit for the proposed private gate. Mr. Michaud stated that the other applications are on hold pending the applicant's decision on whether to proceed with the Major General Plan Amendment.

A motion was made by Council Member Moore, seconded by Council Member Dembow, to Continue the General Plan amendment application GP-16-01 from no later than April 13, 2017 as stipulated at the Council meeting of December 15, 2016 to a date no later than May 25, 2017. The motion carried by the following vote:

> Aye: 6 - Mayor Collins Vice Mayor Bien-Willner Council Member Dembow Council Member Moore Council Member Pace Council Member Stanton

#### 13. ACTION ITEMS

#### 17-057 <u>Consideration of Intermediate Special Use Permit Amendment</u> Statement of Direction for Sanctuary Resort

Planner George Burton presented the Statement of Direction (SOD) for the Intermediate Special Use Permit Amendment for the Sanctuary Resort and Spa. He stated that the SOD reflects the changes requested by the Council at the February 9<sup>th</sup> meeting.

The Council discussed the parking plan both for staffing needs and what impact ride-sharing would have on parking requirements.

A motion was made by Council Member Moore, seconded by Council Member Pace, to approve the Statement of Direction for an Intermediate SUP Amendment for the Sanctuary Resort, located at 5700 E. McDonald Drive. The motion carried by the following vote:

Aye: 6 - Mayor Collins

Vice Mayor Bien-Willner Council Member Dembow Council Member Moore Council Member Pace Council Member Stanton

#### 14. FUTURE AGENDA ITEMS

#### 17-054 Consideration of Requests for Future Agenda Items

Ms. Buckland summarized the future meeting schedule. She noted that the Council retreat would be held on March 2, 2017 starting at 8:00 AM.

It was suggested that there be a standing item on the agenda for legislative updates and reports from Council Members on projects they are championing or committee meetings they attend. It was agreed that this would be discussed at the retreat.

#### 15. MAYOR / COUNCIL / MANAGER COMMENTS

Ms. Buckland provided a legislative update focusing on photo radar, construction sales tax, use of public rights-of-way, and Public Safety Personnel Retirement System (PSPRS) liability presumption.

Mayor Collins announced that Prescott Mayor Harry Oberg is hosting a mayors' meeting next week regarding PSPRS funding.

Mayor Collins thanked Council Member Pace for serving as the acting chair of the Advisory Committee on Public Safety. He asked for volunteers to be liaisons to ACOPS and the Arts Advisory Committee. Council Member Pace agreed to continue as ACOPS chair and Council Member Moore volunteered to serve as the liaison to the Arts Committee.

The Mayor explained that Planning Commission interviews would be held on March 9 following the business meeting. Appointments would be made that night. Interviews for Board of Adjustment and Hillside Committee would be held on March 23<sup>rd</sup>. ACOPS and the Arts Advisory Committee were asked to meet with the applicants and forward a recommendation to the mayor for nomination.

Council Member Pace recognized the Police Department for being named the 11<sup>th</sup> safest city in Arizona by SafeWise. She also congratulated the Department on making two arrests based on LPR alerts. She explained that the ACOPS selection process would be similar to the processed used to fill the Council vacancy. Finally, she noted that the East Valley Mayors' meeting was scheduled for March 15.

#### 16. ADJOURN

Mayor Collins announced that the next meeting would be held on March 9, 2017.

A motion was made by Vice Mayor Bien-Willner, seconded by Council Member Pace, to adjourn. The motion carried by the following vote:

> Aye: 6 - Mayor Collins Vice Mayor Bien-Willner Council Member Dembow Council Member Moore Council Member Pace Council Member Stanton

Mayor Collins adjourned the meeting at 4:45 PM.

#### TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA	)	
		:ss.

)

COUNTY OF MARICOPA

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, February 23, 2017.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk



Action Report

#### File #: 17-075

TO: Mayor Collins and Town Council Members

- FROM: Kevin Burke, Town Manager Duncan Miller, Town Clerk
- DATE: March 9, 2017

**DEPARTMENT:** Town Manager

#### AGENDA TITLE: Approval of Special Event Liquor License for Habitat for Humanity Central Arizona

#### **Council Goals or Other Policies / Statutory Requirements:**

A.R.S. §4-203.02

#### **RECOMMENDATION:**

Approve a Special Event Liquor License for Habitat for Humanity Central Arizona for an event on Friday, April 7, 2017, subject to the following stipulations: only those people authorized by law be allowed to dispense and/or consume alcoholic beverages; consumption shall be limited to the premises as indicated in the application; and Section 10-7 Control of Excess Noise be observed.

#### SUMMARY STATEMENT:

Habitat for Humanity Central Arizona will hold an event on Friday, April 7, 2017 from 6:00 p.m. to 10:00 p.m. at a private residence located at 5641 E Lincoln Dr. (Cullum Homes - Model Home and community pool area). Alcohol will be provided at the event, thus requiring them to obtain a special event liquor license.

State law requires the Town to approve special event liquor licenses before the State Liquor Board can issue a license. The Police Department and Community Development Department have reviewed the application and find no reason to oppose it as long as the stipulations listed above are observed.

#### ATTACHMENT(S):

Applicant cover letter

# Habitat for Humanity®

#### **Special Event Permit Narrative** Habitat for Humanity Central Arizona

Description of Event	Fundraising as ant to hanafit Unbitat for Humanity Control Arizona				
Description of Event	Fundraising event to benefit Habitat for Humanity Central Arizona				
Date of Special Event	Friday April 7 2017				
Time/Duration of Event	6 00pm 10 00pm				
Location	The Village at Mountain Shadows Cullum Homes – Model Home and community pool area This is a gated community secured with a guard gate All activities are being held in a model home and the community pool area 5641 East Lincoln Drive Paradise Valley Arizona 85753				
Guests/Attendees	250 – 300 guests				
Security	For the past ten years Bulletproof Security has provided security at our annual event. Since the events inception in 2006 we are pleased to say that we have had no incidents at the event which required police or security. Our event guests are typically of mature age (all guests are over the age of ?1)				
Additional Details	This Community is not yet complete with vacant lots and houses under construction. The neighbors who have moved in will be personally invited to the event. We will make every effort not to disturb their privacy and monitor all noise levels that may disturb them				
	Program/Entertainment (Approx 6 00 9 30pm) – Program will be held in the community pool area and in the model home The entertainment will consist of music with a DJ The program will include a welcome with introduction of a Habitat family explanation of the event along with a brief Habitat marketing plug about our mission and presentation of a 10 minute video Towards the conclusion of the event we will have a representative thank the guests complete the auction and give instructions on checking out Valet will be in charge of parking for each of the guests				
	Sanitation – With the event being contented within the parameter of the model home and community pool we will have minimal issues. This home and pool area is equipped with four restrooms and an assigned bathroom attendant which is adequate for this event. All trash will be removed from the home by Cullum Homes				
Alcohol	Beer wine and limited mixed drinks will be provided				





Action Report

#### File #: 17-073

#### TO: Mayor Collins and Town Council Members

- FROM: Kevin Burke, Town Manager Dawn Marie Buckland, Director Administration and Government Affairs Joseph Curtis, IT Analyst
- DATE: March 9, 2017
- **DEPARTMENT:** Administration and Government Affairs Department

#### AGENDA TITLE:

#### Award of Contract to CDW for Network Switch Upgrade

#### Council Goals or Statutory Requirements:

#### **RECOMMENDATION:**

Authorize the Town Manager to execute a contract with CDW in the amount of \$117,599.00 for the upgrade of the Town's network switch infrastructure.

#### SUMMARY STATEMENT:

A switch is arguably one of the most important elements of any organization's networking infrastructure, interconnecting all of the local devices. This replacement will provide reliable and expandable networking capabilities to the Town's computer network infrastructure and enhance cybersecurity for the Town. Existing equipment is past end of life, and does not have easily replaceable or serviceable parts if there is a failure. Upgrade will lay the foundation for increased network service levels and security, including but not limited to redundancy and network segmentation, and redundant routing and failover capabilities.

#### **BUDGETARY IMPACT:**

This project is budgeted in the FY 2016-17 Capital Improvement Plan for \$119,000. The total cost of \$117,599 includes hardware, professional services, and a 10% contingency.

#### ATTACHMENT(S):

CDWG Network Upgrade Contract

Contract No.

#### AGREEMENT TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A COOPERATIVE PURCHASING CONTRACT NETWORKING EQUIPMENT AND SERVICES

This Agreement hereinafter ("Contract") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017 ("Effective Date"), by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter designated as the "**Town**" and CDW Government, LLC a[n] Illinois limited liability company, with its principle place of business at 230 North Milwaukee Avenue, Vernon Hills, IL 60061, hereinafter designated as the "**Contractor**."

#### **Recitals**

A. Contractor has contracted with State of Arizona to provide networking services, materials and/or equipment pursuant to the cooperative purchasing terms in Networking Equipment and Services, Contract No. ADSPO16-00005819, see attached **Exhibit A**, hereinafter the "Cooperative Purchasing Contract," attached and incorporated herein;" and

B. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has authority to utilize cooperative purchasing contracts of the Federal government and State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.

#### CONTRACTOR AND THE TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

#### 1. <u>Scope of Work</u>.

1.1 Contractor shall provide the following services, materials and/or equipment: Cisco switches implementation, as described in the Cooperative Purchasing Contract, for the specific products and services contained in the Contractor Statement of Work dated March 9, 2017 and Build of Materials-Network- Paradise Valley 01-31 -2017 attached hereto as **Exhibit B**, and incorporated herein by this reference (hereinafter collectively "Statement of Work"). As used in this Contract, all references to the State of Arizona in the Cooperative Purchasing Contract shall mean the Town of Paradise Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of the Town, as specified in **Exhibit C**, attached hereto and incorporated herein by reference.

2. <u>Completion of Work</u>. The Contractor shall complete all work set forth in the Statement of Work in accordance with the timeframes and deadlines set out in the Statement of

Work and Anticipated Schedule. However, all work must be completed by no later than May 31, 2017.

- 3. <u>Payment</u>. The Contract Fee is not to exceed One Hundred Nineteen Thousand Dollars (\$119,000.00). Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract and as set forth in the Build of Materials-Network-Paradise Valley 01-31-2017.
- 4. <u>Terms of Cooperative Purchasing Contract Apply</u>. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Contract.
- 5. <u>Israel Boycott Prohibited</u>. As required by A.R.S. § 35-393.01, the person affixing his/her signature to this Contract certifies that Contractor is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel. A "boycott" is defined in A.R.S. § 35-393 and means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 6. <u>Contract Term and Renewal.</u> The term of this Contract shall commence upon the Effective Date and continue through May 31, 2017. The term of this Contract, including any renewal periods, is limited to the end date of the Cooperative Purchasing Contract and the total length of the contract shall not exceed sixty (60) months.
- 7. <u>Certificates of Insurance</u>. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to include the Town as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish the Town with Certificates of Insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

#### TOWN OF PARADISE VALLEY:

#### **CONTRACTOR:**

By: \_\_\_\_\_\_Kevin Burke Town Manager

By: \_\_\_\_\_\_ Title: \_\_\_\_\_\_

\_\_\_\_\_

ATTEST:

#### APPROVED AS TO FORM

Town Clerk

Andrew Miller Town Attorney

#### EXHIBIT A COOPERATIVE PURCHASING CONTRACT

See attached Networking Equipment and Services, Contract No. ADSP016-00005819

Offer and Acceptance	State of Arizona			
SOLICITATION NO.: ADSPO16-00005819	PAGE 3	State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007		
OFFFEROR: NETWORK EQUIPMENT AND SERVICES	OF 51			
OFFER				

#### TO THE STATE OF ARIZONA:

1

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small/Business status. 1

CDW Governm	ent LLC			
230 N. Milw	Company Nan Lukse Avenue	9		
Shelton	Address	<b>71</b>	06460	
City	18		20	
lisapom@cdw.	Contact Email Ack	<b>iness</b>	2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2	
			음양감성. 경기가 다	

erson Authorized to Sign Offe

Tara K. Barbieri

с. К.С. 9-2-

Printed Name

Director, Program Sales

866=285=2477

847-968-0978

#### By signature in the Offer section above, the Offeror certifies:

- 1. The submission of the Offer did not involve collusion or other anticompetitive practices. 2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
- 3. The Offerer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by the stipulations required by the stipulation of the stipula by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- IS/ X IS NOT a small business with less than 100 employees or has gross revanues of \$4 4. The Offeror certifies that the above referenced organization million or less.

#### ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSFO10-131341

The effective date of the Contract is

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

2

State of Arizona 10th day of June	20_16
Jun Jamme	
Procurement Officer	



 Contract No:
 ADSPO16-00005819

 Description:
 Network Equipment and Services

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### Contract No: ADSPO16-00005819 Description: Network Equipment and Services

#### 1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

#### 2. Background

Currently the State of Arizona has 35 statewide Network Equipment and Services contracts which provide a variety of Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services. Equipment is primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for some flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

The objective of the current Contract Set was to contract with a variety of network equipment and security related equipment vendors to provide a full range of equipment, maintenance, training and services. This has occurred within the parameters of the current contract set requirements. Per Contractor Usage reports, "spend" for the period of May 2012 through September 2015 has been approximately \$129 million dollars.

#### 3. Availability of Technology

Rapidly changing advances and refinements of Network Equipment and Services and their application, at any one point in time, have not always been able to be made available to State Agency and Cooperative customers by current Contractors due to current contractual restraints.

#### 4. Purpose

It is the purpose of this solicitation to:

- a. Make available Network equipment and services which address the current known needs of State Agencies and Cooperative Members, yet allow for new or refined/updated Network equipment and services which may become available during the course of the contract at the best price possible.
- b. Acknowledge the need to cost effectively and efficiently use limited resources of the State and its Cooperative Members to administer and appropriately use awarded contracts.
- c. Acknowledge that one Contract Set may not meet the many possible needs of all State Agencies and its Cooperative Members regarding Network Equipment and Services.

#### 5. Scope of Services

The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints.

- 5.1 This Scope <u>does allow</u> Data, Voice, and Multimedia Network based Network-embedded Products and Services including:
  - 5.1.1 All labor, materials, transportation, equipment and other activities for, and reasonably incidental to: installation, integration, implementation, engineering analysis, design and configuration, of the manufacturer's product or service.
  - 5.1.2 Software and/or hardware maintenance and support of the manufacturer's product or service; and
  - 5.1.3 Ancillary services in conjunction with the implementation, or installation of a manufacturer's product.



 Contract No:
 ADSPO16-00005819

 Description:
 Network Equipment and Services

- 5.2 This Scope <u>allows for:</u>
  - 5.2.1 Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices, concentrators, network-embedded security solutions, caching and content management devices;
    - 5.2.1.1 Network firewalls, filtering software, and security solutions;
    - 5.2.1.2 Network Management Products such as management, monitoring, testing, analyzing, and traffic simulating equipment;
    - 5.2.1.3 Wireless Products for applications such as:
      - 5.2.1.3.1 IEEE802.11X (Wireless Local Area Network WLAN);
      - 5.2.1.3.2 IEEE 802.15 (Wireless Personal Area Network WPAN);
      - 5.2.1.3.3 IEEE 802.16 (Wireless Metropolitan Area Network WMAN); and,
      - 5.2.1.3.4 Fixed Wireless Equipment and related services, such as, access points, transfer points, and controllers
  - 5.2.2 Telephony to include:
    - 5.2.2.1 Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call account, and the associated end-user telephone devices (other than two-way radios)
    - 5.2.2.2 Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment
  - 5.2.3 Services used in conjunction with the design, analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network-embedded products and services.
  - 5.2.4 State Agencies, boards and commissions must receive approval from ASET-EIC prior to any purchases under Items 5.2.2 and 5.2.3 of the Scope of Work.
  - 5.2.5 Training:

5.2.5.1 Initial Training on specific equipment that has been purchased.

5.2.5.2 "As needed" Training on specific equipment that has been purchased (e.g. New Hires, etc.).

5.2.5.3 Annual Training for up to fifty (50) participants.

#### 5.3 This Scope requires that the Contractor shall:

- 5.3.1 Provide a Maintenance Program. Contractor shall have a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.
- 5.3.2 Provide Technical Support:



Contract No:ADSPO16-00005819Description:Network Equipment and Services

- 5.3.2.1 On-Line Support. Provide and maintain a toll-free technical support telephone line, website, or other communication mechanism(s) for the purpose of providing competent technical assistance to Customers who contact the Contractor regarding the operation of Products supplied by the Contractor. Support shall be accessible to all customers who wish to obtain competent technical.
- 5.3.2.2 On-Site Support. If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. These services shall be in addition to the Maintenance Program provided under 3.3.1 above.

#### 5.4 This Scope does not allow:

- 5.4.1 The single purchase of products and services primarily designed to store or process (compute) data, such as midrange or mainframe computer systems, or consumer electronic hardware, component parts and accessories;
- 5.4.2 Video and Audio conferencing equipment and products; such as:
  - 5.4.2.1 Audio and visual presentation and composing equipment;
  - 5.4.2.2 Cameras;
  - 5.4.2.3 Monitors;
  - 5.4.2.4 VCRs; and
  - 5.4.2.5 Consumer electronics.
- 5.4.3 Building Wiring Systems (BWS) and structured cabling systems;
- 5.4.4 Microcomputer.Hardware, PC Software and related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services;
- 5.4.5 Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling antennas, towers, power, frequency coordination, licensing, designed to receive/transmit data;
- 5.4.6 General purpose UNIX Workstations & Servers;
- 5.4.7 Disaster Recovery Services;
- 5.4.8 Value-Added Software not specifically designed to support and secure the transport of data (as defined above);
- 5.4.9 Radio related Products and Services, including Public Safety communication Equipment, 2-way radios, 900MHz Digital Radio Systems, and Digital Microwave Radio Equipment;
- 5.4.10 Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network;
- 5.4.11 Carrier Services, both regulated and unregulated; and,
- 5.4.12 General Information Technology Research & Advisory Service and IT Consultant.
- 5.5 Pricing



Contract No: ADSPO16-00005819

#### Description: Network Equipment and Services

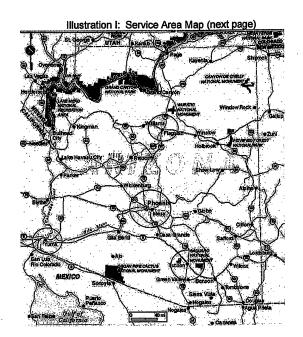
For the purpose of complying with this requirement, "list price" means:

The price of an article as shown in a list issued by the manufacturer or by the general body of manufacturers of the particular class of goods. Merriam-Webster

5.5.1 Percent Reduction (Discount) of Price off the List Price. The Contractor shall make available a complete product line at a specified percentage reduction (discount) off the list price.

Example: \$100.00 List Price minus 60% = \$40.00 Reduced (Discounted) Price.

- 5.5.2 Maintenance Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for maintenance for a product line.
- 5.5.3 Service Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for services for a product line.
  - 5.5.3.1 Any services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections: Urban and Rural.
  - 5.5.3.2 The Contractor may establish a single price for "Rural" areas. All cities specified as "Rural" shall encompass the legal jurisdictional boundaries of the city.
  - 5.5.3.3 The Contractor may establish a single price for "Urban" areas. The four areas designated as "Urban" are:
    - A. Flagstaff within a 20 mile radius from City Center
    - B. Phoenix within a 30 mile radius from City Center
    - C. Tucson within a 30 mile radius from City Center
    - D. Yuma within a 20 mile radius from City Center





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	5.5.4	The Contractor may offer promotional or volume discounts below the specified percentage discount of the list price stated in the Contract at any time during the life of the Contract.
	5.5.5	<u>Most-Favored Customer Pricing.</u> Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.
5.6	Online Catalog The Contractor shall make available an online catalog.	
	5.6.1	Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract.
	5.6.2	Shall not include any items that are specifically excluded from this Contract.
	5.6.3	The website will include:
		5.6.3.1 Product information/catalog which reflects most recent Arizona approved price catalog;
		5.6.3.2 Primary contact information: Name(s), phone number(s), Email address (es); and,
		5.6.3.3 Quote and ordering information.
	5.6.4	Website shall be available 24 x 7, except for scheduled maintenance.
	5.6.5	No costs or expenses associated with providing this information shall be charged to the Users.
	5.6.6	Universal Resource Locator (URL) for the website must be supplied to the Procurement Officer withi thirty (30) days of an award.



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#### A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

#### B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of one (1) years, unless terminated, canceled or extended as otherwise provided herein.

#### C. Contract Extensions five (5) Year Maximum

The Contract term is for the stated period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

#### D. Contract Type – Fixed Price

#### E. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations." Non-profit organizations are defined in A.R.S. § 41-2631 (4) as any nonprofit corporation as designated by the internal revenue service under Section 501 (c)(3) through 501(c)(6).

#### F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

#### G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

#### H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

- 1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
- 2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.



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#### I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

#### J. Price Adjustment

Throughout the life of the Contract, the State reserves the right to purse negotiations with the Contractor to secure price reductions. Any negotiated price changes for this Contract shall be documented via a bilateral Contract Amendment.

#### K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor or Authorized Representative(s). Authorized Representative meaning a Distributor or Reseller authorized by the Contractor and approved by the State's Procurement Officer. The Contractor and the authorized and approved Distributor(s) and/or Reseller(s) shall be registered in the State of Arizona's eProcurement system. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor or Authorized Representative shall be returned to the Contractor for correction.

The Contractor or Authorized Representative shall review and insure that the invoices for services provided show the correct Contractor or Authorized Representative's name and the correct Contract number prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

#### 1. Invoicing

All billing notices or invoices shall be sent to the agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the information listed below.

- a) The contract number, as applicable the Task Order number, and the contract release/purchase order number;
- b) Name and address of the contractor;
- c) The Contractor's remittance address;
- d) Contractor's representative to contact concerning billing questions;
- e) Contractual payment terms;
- f) Applicable taxes; and,
- g) Description of work products delivered.

#### 2. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.



**Special Terms and Conditions** 

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#### L. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

#### M. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

#### N. Warranty

Hardware – All hardware supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of one (1) year from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

Services - All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

#### O. Leasing and Rental Options

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Leasing and rental options are allowable for the acquisition of the awarded equipment, if the Contractor provides this option. A Master Lease or Master Rental Agreement will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any leasing or rental documents. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. All cooperative members shall seek guidance from their internal Finance Department for guidance on requirements. The following shall apply to all State agencies, boards and commissions:

- 1. Capital and operating lease agreements, as well as straight rental agreements, between the Contractor and any Eligible Agency or Ordering Entity are allowable under this Contract.
  - a. Capital leases are those agreements which transfer title or ownership of the leased property at the end of the lease or contain a provision for a bargain purchase option. State Agencies must use the State's Master third party Agreement for Leasing; and,
  - b. Operating leases are those agreements where agencies do not obtain title to or ownership of, only the temporary possession and use of, the leased property. State Agencies, boards and commissions must receive approval from the State General Accounting Office (GAO) prior to entering into an Operating Lease to ensure compliance with Federal requirements.
- 2. In the event of a conflict between the provisions of a lease agreement and Contract terms and conditions, the Contract terms and conditions shall prevail.
- Any State entity entering into a lease agreement as allowed herein shall follow the policies outlined in the State of Arizona Accounting Manual. Any questions as to the State's policy should be directed to the ADOA General Accounting Office. Inquiries can be sent via email to <u>gaopolicy@azdoa.gov</u>.

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4. To ensure compliance with Article 9, Section 5 of the State of Arizona Constitution, installment purchase agreements, or those agreements where title to the property is transferred to the lessee at the inception of the agreement, shall be prohibited under this contract.

#### P. Master License Agreements and/or Master Service Agreements

Master License Agreements and/or Master Service Agreements will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any Master License and/or Master Service Agreement. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. All cooperative members shall seek guidance from their internal Finance Department or other internal designated authority for guidance on requirements. The following shall apply to all State agencies, boards and commissions: In the event of a conflict between the provisions of a Master License and/or Master Service Agreement and Contract terms and conditions, the Contract terms and conditions shall prevail

#### Q. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contactor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

#### R. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

#### S. Administrative Fee/Usage Reports

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.

The Administrative Fee is the responsibility of the contractor. Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

#### 2. <u>Statewide Contracts Administrative Fee Amount:</u>

Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee



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percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers.

3. Method of Assessment

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <u>https://spo.az.gov/state-purchasing-cooperative</u>. At its option, the State may expand or narrow the applicability of this fee. The

- 4. <u>Submission of Reports and Fees</u>. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at https://spo.az.gov/statewide-contracts-administrative-fee.
  - 4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:
    - State Fiscal Quarter 1 (Jul 1 Sept 30): Due by Oct 30
    - State Fiscal Quarter 2 (Oct 1 Dec 31): Due by Jan 30
    - State Fiscal Quarter 3 (Jan 1 Mar 31): Due by Apr 30
    - State Fiscal Quarter 4 (Apr 1 Jun 30): Due by Jul 30
  - 4.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: <u>usage@azdoa.gov</u>
  - 4.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

Department of Administration

Controller's Office

ATTN: "Statewide Contracts Administrative Fee"

100 N. 15th Avenue, Suite 202

Phoenix, AZ 85007

It is important that you indicate on the check stub or an attached document your contract number and the quarter for which you are paying. If paying for multiple contracts or quarters, please break down the amount to show how it is to be appliedDepartment of Administration

- 5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.
- 7. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at <u>https://spo.az.gov/</u>, select Vendor Resources.

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#### T. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

#### U. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

1. Failure to Perform

If Contractor fails to complete any deliverable, then Contractor shall:

- 1.1 Promptly perform a root-cause analysis to identify the cause of such failure;
- 1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- 1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such failure; and
- 1.4 If appropriate under the circumstances, take action to avoid such failure in the future.
- 2. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

#### V. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.



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#### W. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Officer for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action.

#### X. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### Y. Indemnification

#### 1. <u>Indemnification Clause</u>

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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 negligent 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. This indemnification will survive the termination of the above listed contract with the Contractor.

The indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 2. Insurance Requirements

- 2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

#### 3. <u>Minimum Scope and Limits of Insurance</u>

Contractor shall provide coverage with limits of liability not less than those stated below.

3.1 Commercial General Liability (CGL) – Occurrence Form



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Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officiers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officiens, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.3 Workers' Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

0	Each Accident	\$1,000,000	
ο	Disease – Each Employee	\$1,000,000	
0	Disease – Policy Limit	\$1,000,000	

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officiers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).



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3.4 Network Security (Cyber) and Privacy Liability

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### Additional Insurance Requirements 4.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor 4.1 shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the 4.2 indemnification provisions of this Contract.

#### 5. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

#### Acceptability of Insurers 6.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants



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that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### 7. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### 8. <u>Subcontractors</u>

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

### 9. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

#### 10. Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### Z. Data Privacy and Security

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

#### AA. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.



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1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

#### 2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

#### BB. Security Requirements for Contractor Personnel

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of the State as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements for

- 1. Identity and Address Verification that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;
- 2. UNAX/confidentiality Training;
- 3. HIPAA Privacy and Security Training; and
- 4. Information Security Training.

#### CC. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statues (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

#### DD. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-3531 and § 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and



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use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### EE. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is:

(1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required; and

(2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

### FF. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- 1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

#### GG. Addition of New Manufacturers

- 1. During the life of an awarded Contract a new Manufacturer may be added to provide a new product line if:
  - 1.1 The Manufacturer and the product line is not covered under another Contract/Contractor;
  - 1.2 The Contractor provides documentation that they are providing their Most-Favored Customer Pricing (highest discount off list price);
  - 1.3 Resellers providing the product line shall provide to the Procurement Officer proof of authorization from the Manufacturer that they are authorized to provide the product line.

#### HH. Catalog Updates

Throughout the life of the Contract it is understood that Manufacturer Catalogs will be periodically updated. Contractor shall submit updated catalogs to the State for approval prior to updating the online catalog. Catalog updates shall be accepted at the sole option of the State and approved via a Bilateral Contract Amendment.



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Catalog Updates shall be submitted as follows:

- 1. Catalog updates shall not be submitted more frequently than quarterly.
- 2. Updates shall clearly identify items that are being:
  - a. Added
  - b. Discontinued
- 3. Pricing changes shall be identified and shall be in compliance with Section J, Price Adjustments, within the Special Terms and Conditions.
- 4. The State reserves the right to audit the catalog in its entirety or by specific line item to verify product applicably to the contract.

#### II. Statewide Sales Report

As requested throughout the life of the contract, the State may request a sales report delineating the acquisition activity within this Contract. The report shall include the following information and be made available within one weeks notice:

Customers Name Purchase Order Number Manufacturer Product Description and Product # / SKU Contract Category Where delivered/Installed Date of delivery or installation Cost of Equipment/Service

The reports shall be formulated exclusively for the State of Arizona. The State reserves the right to request changes or add addition information to the report, including format.

#### JJ. Most-Favored Customer Pricing

Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.



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#### UNIFORM TERMS AND CONDITIONS

#### 1. Definition of Terms

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

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

#### 2. Contract Interpretation

- 2.1 <u>Arizona Law</u>. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by



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the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 <u>Relationship of Parties</u>. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 <u>No Parole Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

#### 3. Contract Administration and Operation

- 3.1 <u>Records</u>. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 <u>Audit</u>. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 <u>Facilities Inspection and Materials Testing</u>. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 <u>Notices</u>. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective



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person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 <u>Advertising, Publishing and Promotion of Contract</u>. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 <u>Property of the State</u>. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 <u>Ownership of Intellectual Property</u>. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property". The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 <u>Federal Immigration and Nationality Act</u>. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 <u>E-Verify Requirements</u>. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

#### 3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

- 4.1 <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 <u>Delivery</u>. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.



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4.3	Applicable Taxes.	

- 4.3.1 <u>Payment of Taxes</u>. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 <u>State and Local Transaction Privilege Taxes</u>. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 <u>IRS W9 Form</u>. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 <u>Availability of Funds for the Next State fiscal year</u>. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 <u>Availability of Funds for the current State fiscal year</u>. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1 Accept a decrease in price offered by the contractor;
  - 4.5.2 Cancel the Contract; or
  - 4.5.3 Cancel the contract and re-solicit the requirements.

#### 5. Contract Changes

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

#### 6. Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until



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received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

- 6.2 Indemnification
  - 6.2.1 <u>Contractor/Vendor Indemnification (Not Public Agency)</u> The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
  - 6.2.2 <u>Public Agency Language Only</u> Each party (as 'indemnitor') agrees to indemnify, defend, and hold hamless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 <u>Indemnification Patent and Copyright</u>. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

#### 6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall <u>not</u> include the following occurrences:
  - 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall



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make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### 7. Warranties

- 7.1 <u>Liens</u>. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 <u>Quality</u>. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2 Fit for the intended purposes for which the materials are used;
  - 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 <u>Fitness</u>. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 <u>Inspection/Testing</u>. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 <u>Compliance With Applicable Laws</u>. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.6.1 <u>Contractor's Representations and Warranties</u>. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2 <u>Purchase Orders</u>. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully



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performed and satisfied at the expiration or termination of this Contract.

#### 8. State's Contractual Remedies

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

#### 9. Contract Termination

- 9.1 <u>Cancellation for Conflict of Interest</u>. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 <u>Gratuities</u>. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



**Uniform Terms and Conditions** 

Contract No:	ADSPO16-00005819
Description:	Network Equipment and Services

- 9.3 <u>Suspension or Debarment</u>. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 <u>Termination for Convenience</u>. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

#### 9.5 <u>Termination for Default</u>.

- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 <u>Continuation of Performance Through Termination</u>. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

#### 10. Contract Claims

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

#### 11. Arbitration

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

#### 12. Comments Welcome

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

Contract	No.	

## EXHIBIT B CDW GOVERNMENT, LLC PROJECT PROPOSAL

Attached: Contractor (CDW-G) Statement of Work dated March 9, 2017 and Build of Materials-Network- Paradise Valley 01-31-2017



# STATEMENT OF WORK

Project Name:	Network Upgrade	Seller Representative:
Customer Name:	Town of Paradise Valley (AZ)	Ryan Hadley
CDW Affiliate:	CDW Government, LLC.	949-636-6593
		ryanhad@cdw.com
SOW Effective Date:	OW Effective Date:         March 9, 2017	
Seller Services Manager:	Steve Radogna	Richard McGee
Version:	5	

This statement of work ("Statement of Work" or "SOW") is made and entered into as part of the Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract for Networking Equipment and Services, Contract No. \_\_\_\_\_\_ dated March \_\_\_\_\_, 2017 (the "SOW Effective Date") by and between the undersigned, CDW Government, LLC. ("Provider", "Seller" and "we") and Town of Paradise Valley (AZ) ("Customer," "Town," and "you").

# **PROJECT DESCRIPTION**

# PROJECT SCOPE

Seller will implement and configure the hardware and software for the Cisco Network Infrastructure solution at the Paradise Valley AZ campus location. Seller will provide planning, discovery, design, implementation, testing, and cutover services for a Cisco Network infrastructure that will be displacing an older legacy network.

Subject to the other provisions of this SOW, Seller will perform the following services:

### **PLANNING AND DISCOVERY**

The Planning Phase will consist of the following:

- Project Kickoff The project team will be chartered and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions, and finalize any logistical details such as security clearance and wiring closet access.
- Discovery The project team will perform a review of IDFs, MDFs, computer rooms, data centers and wiring closets for power, rack space, UPS and fiber as needed per the Discovery and Design Phases of the project.
- Requirements Gathering The project team will conduct interviews with selected Customer staff to understand and document feature and function requirements.

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• Project Planning – The project team will develop a test plan, a migration process, and a detailed project plan which includes timelines, tasks and resource assignments.

The Planning and Discovery Phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement. In the event the overall project cost of the project shall exceed \$107,599.02 by more than ten (10) percent, then Customer may terminate the Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract for Networking Equipment and Services and shall only pay for services provided to the date of termination.

### DESIGN

The Design Phase is a critical step in the project. During the Design Phase, Seller staff will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete and approved by Customer, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis The project team will review information gathered during Discovery, the new hardware configurations and review in order to develop baseline design information.
- Document Design –Seller staff will lead an effort to develop a final design to Customer. This will include Seller recommendations for changes to existing network infrastructure.
- Configuration Development Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure.
- Design Review The design principles will be documented and a final design review will be conducted with all technical stakeholders.

### **IMPLEMENTATION AND TESTING**

During the Implementation and Testing phase, Seller staff will stage, build, configure and test the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
05	C1-C2960X-24TD-L	Paradise Valley AZ
02	C1-C2960X-24PD-L	Paradise Valley AZ
05	C1-C2960X-48FPD-L	Paradise Valley AZ
02	C1-C4500X-24X-IPB	Paradise Valley AZ

As part of the switch/router implementation, Seller will stage, place, and test the hardware listed above based on the following:

- Configure Unicast Routing Internal Gateway Protocol (IGP) based on the Design Phase of the project.
- Configure Spanning Tree Protocol (STP) based on the Design Phase of the project.
- Configure VLANs based on the Design Phase of the project.
- Configure Switched Virtual Interfaces (SVI) based on the Design Phase of the project.

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- Configure Quality of Service (QoS) based upon discovery.
- Configure First Hop Redundancy (FHR) based on the configurations based on the Design Phase of the project.
- Configure Ether-Channel (EC) based on the configurations based on the Design Phase of the project.
- Configure SNMP Traps based on the configurations based on the Design Phase of the project.
- Configure physical network interfaces based on the Design Phase of the project.
- Configure all network addressing based on the Design Phase of the project.
- Configure secure access to the switch based on the Design Phase of the project.
- Configure network management parameters based on the Design Phase of the project.
- Configure Access Control Lists based on the Design Phase of the Project.

The project team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer. Upon completion of testing to Customer's satisfaction, Customer shall notify Seller that the Integration Phase may begin.

### **INTEGRATION**

In the Integration Phase the "new" network (all new Cisco devices implemented through the standard implementation process) will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, and printers can begin. The integration phase will consist of the following sub-phases:

- Integration Planning The project team will plan for the integration of the new network to both the main campus LAN and the WAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through Customer location's change management process.
- Integration Cutover Seller and Customer technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.

## **CUTOVER AND "FIRST DAY OF SERVICE"**

Once the system implementation activities as defined in the previous sections are complete, production cut-over to the new system will take place and Seller will monitor the production system, track, and resolve incidents for 1/2 day (04 hours) at the Paradise Valley AZ location. Upon completion of production cut-over and resolution of all incidents to Customer's satisfaction, Customer shall execute the Project Close-Out Document and Seller shall issue a final invoice. Customer will then move into a Support Phase.

## **POST-CUTOVER SUPPORT AND PROJECT CLOSE**

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Additionally, Seller Project Manager will schedule a project closeout meeting. Seller will provide final project documentation during the project close out meeting.

Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

### **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

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#### Planning and Discovery

- 1. Provide the IP addressing and subnet mask plan for the proposed solution.
- 2. Mutually schedule with Seller the site review with each Customer site contact.
- 3. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
- 4. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process. All design changes that need to be made as a result of Customer's incomplete or inaccurate network review information may result in changes to the project fees.

### Design

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.

#### **Implementation and Testing**

- 1. Receive equipment, inventory, record serial numbers and apply asset tags.
- 2. Procure and provide the LAN equipment listed in the provided Build of Materials.
- 3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
- 4. Provide proper 19" racks and screws for implementation.
- 5. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
- 6. Provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
- 7. Racking, mounting and connecting the Network Equipment at the Paradise Valley AZ location.
- 8. Provide necessary patch cables needed to complete implementation.
- 9. Provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
- 10. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
- 11. Participate in the development and execution of a comprehensive, functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system.
- 12. Requesting appropriate, internal change control procedures.
- 13. Staff will be on site and available during the implementation cut-over, migration and testing.
- 14. Execution of Project Close-Out Document after satisfactory completion of testing, integration and cutover and resolution of incidents.

### **SELLER RESPONSIBILITIES**

Seller is responsible for the following:

#### **Planning and Discovery**

- 1. Mutually schedule the site review with your site contact.
- 2. Conduct site review(s) for all proposed locations.
- 3. Evaluate and validate collected site review information with you.
- 4. Evaluate site review findings and network diagram, and develop and perform the site readiness recommendations to you.
- 5. Provide network design review recommendations to ensure all items have been properly addressed and the network has been designed appropriately.
- 6. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives along with traffic volumes.

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### Design

- 1. Work with Customer to understand the environment and to validate the new networking hardware.
- 2. Review the proposed infrastructure design with Customer.
- 3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.

### Implementation and Testing

- 1. Configure implementation-specific switches and routers.
- 2. Customer will provide all hardware and cabling required for implementation.
- 3. Configure system components per agreed upon design.
- 4. Moving all patch cables to the new equipment.
- 5. Execute and pass, to Customer's satisfaction, tests per test plan for system components within the scope of the project.

# **PROJECT ASSUMPTIONS**

### HARDWARE AND SOFTWARE

- 1. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly.
- 2. Cabling will be functioning and terminated.

### PREPARATION

- 1. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
- 2. Cabling to all switch and router equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.

### **INTEGRATION/MIGRATION**

- 1. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
- 2. The new network will be designed and implemented in parallel to the existing network. After the parallel implementation is complete, or nearly complete, the integration of the two networks will occur.
- 3. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test except Customer's final payment is not due until condition is resolved.

### ACCEPTANCE AND CHANGES

- 1. All design changes will be required to be signed off on by Seller senior engineer and Customer project manager. Changes necessitated by act or condition solely attributable to Customer that are requested following the design freeze may affect project fees.
- 2. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a SMARTnet support contract will be billable on a time-and-material basis.

### **SUPPORT**

- 1. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
- 2. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

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### **OUT OF SCOPE**

- 1. Removal of Packing Materials.
- 2. WAN Circuit Issue Remediation and Troubleshooting.
- 3. Copper and Fiber Cabling Remediation and Troubleshooting.
- 4. Remediation and Troubleshooting of issues not related to implemented equipment.
- 5. Removal of Electronic waste (This can be done via separate service fee)

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

# ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Design Document	Description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF/Visio
Test Plan	Description of the test plan and success criteria	PDF
Project Plan	Project plan showing timelines and milestones	PDF

# **PROJECT SCHEDULING**

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology and Customer's needs. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

# TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Service Fees") and any other related costs and fees specified in the Expenses section ("Expenses"), if any. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

### SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$16,566.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 - Services Fees

Project Milestones	Percentage	Fees
Executed Agreement	50%	\$8,283.00

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Project Milestones	Percentage	Fees
Completion of Planning and Discovery Services	25%	\$4,141.50
Execution of Project Close-Out Document.	25%	\$4,141.50
Totals	100%	\$16,566.00

Table3 High-Level Break down of hours

Hours
6
5
5
12
9
4
4
8
11

# CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").

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# **PROJECT-SPECIFIC TERMS**

- 1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
- 2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
- 3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
- 4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
- 5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
- 6. This SOW can be terminated by Customer without cause upon at least fourteen (14) days' advance written notice.
- 7. Seller understands and agrees that its personnel will be required to pass, in the Customer's sole discretion and judgment, a criminal background investigation performed by the Town's police department, which will require providing the Town police department with the date of birth and social security number of all Seller staff who have physical or electronic access to the Customer's IT systems or police department facilities during any Phase of work.

# SOW TERMS AND CONDITIONS

# CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

# PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within twenty (20) days after receipt of the invoice.

# EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

# CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

# MISCELLANEOUS

This SOW shall be governed by the terms and conditions set forth in the Cooperative Purchasing Contract (Arizona State Contract for Networking Equipment and Services, No. ADSP016-00005819, then the Cooperative Purchasing Contract will control, except as expressly amended in this SOW by specific reference to the Cooperative Purchasing Contract. References in the Cooperative Purchasing Contract to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

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# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

# EXHIBIT A.

# **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 2 - Customer-Designated Locations

Location(s)	Service(s)		
6401 E Lincoln Dr. Paradise Valley, AZ 85253	<ul> <li>☑ Assessment</li> <li>☑ Configuration</li> <li>☑ Design</li> </ul>	<ul> <li>✓ Implementation</li> <li>✓ Project Management</li> <li>□ Staff Augmentation</li> </ul>	<ul> <li>Support</li> <li>Training</li> <li>Custom Work</li> </ul>

His.	Fart Num dar	Part Deservation	Service Larstro	Ournin	Evlanced Lat Frige		Unit orige	10000000000000000000000000000000000000	aad Time In Darg)
1.0	C1-C4500X-24X-IPB	Cisco ONE Catalyst 4500-X 24 Port 10G IP Base, Front-to-Back	1	3	40,000.00	20,000.00	9,789.56	19,579.12	14
1.0.1	CON-SNTP-4524XIPB	SNTC-24X7X4 C1 Cat 4500-X 24 Port 10G IP Base	12	2	4,224.00	2,112.00	1,665.12	3,330.24	1
1.1	C4KX-PWR-750AC-R/2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	-	2	4,000.00	2,000.00	956.09	1,912.18	14
1.2	C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply	-	2	4,000.00	2,000.00	956.09	1,912.18	14
1.3	CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	1	4	0.00	0.00		•	14
1.4	S45XUK9-38E	CAT4500-X Universal Crypto Image	-	2	0.00	0.00		•	14
1.5	C1FAPCAT4500X	Cisco ONE Foundation Perpetual Cat4500X Std	1	2	500.00	250.00	137.50	275.00	21
1.5.0.1	CON-ECMU-C1FA4500X	SWSS UPGRADES C1 Foundation Perpetual Cat4500X Std	12	2	54.00	27.00	20.52	41.04	1
1.6	C1-PI-LFAS-4K6K-K9	Cisco ONE PI Device License for LF & AS for Cat 4k, 6k	1	2	00.00	00.0			21
1.7	C1-ISE-BASE-CAT4K	Cisco ONE Identity Services Engine 150 EndPoint Base Lic	-	2	0.00	00.00			14
1.8	C1-EGW-150-K9	Cisco ONE Energy Mgmt Perpetual Lic - 150 DO End Points	-	2	0.00	00.00			14
1.9	C1FAVCAT4500X-02	Tracker PID v02 Fnd Perpetual CAT4500X - no delivery	-	2	0.00	00.00			14
1.10	C1AAPCAT45001	Cisco ONE Advanced Perpetual Cat4500X 16P and 24P Std	-	2	8,000.00	4,000.00	1,908.65	3,817.30	21
1.10.0.1	CON-ECMU-C1AAPCAT4	SWSS UPGRADES Cisco ONE Advanced P	12	2	1,200.00	600.00	456.00	912.00	'
1.11	C4500X-16P-ES-C1	Cisco ONE Ent. Services license for 16P Catalyst 4500-X	1	2	0.00	0.00			14
1.12	C4KX-NM-8SFP+	Catalyst 4500X 8 Port 10G Network Module	-	2	0.00	0.00			14
2.0	C1-C2960X-24TD-L	Catalyst 2960-X 24 GigE, 2 x 10G SFP+, LAN Base		9	18,975.00	3,795.00	1,843.65	9,218.25	14
2.0.1	CON-SNTP-29X24TDL	SNTC-24X7X4 Cat 2960-X 24 GigE,2 x 10G SFP+,LAN Base	12	2	1,825.00	365.00	297.40	1,487.00	1
2.1	CAB-16AWG-AC	AC Power cord, 16AWG		5	0.00	00.0		-	28
2.2	PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches		5	0.00	0.00			14
2.3	C1FPCAT29001K9	Cisco ONE Foundation Lite Perpetual - Cat 2900 8/24 Port		5	1,000.00	200.00	96.50	482.50	14
2.3.0.1	CON-ECMU-C1FPC291	SWSS UPGRADES C1 FND Perpetual - Cat2900 24 Port	12	9	150.00	30.00	22.80	114.00	
2.4	C1-PI-LFAS-2K3K-K9	Cisco ONE PI Device License for LF & AS for Cat 2k, 3k		9	0.00	0.00			21
2.5	C1-ISE-BASE-24P	Cisco ONE Identity Services Engine 50 EndPoint Base Lic	-	9	0:00	0.00			14
2.6	C1-EGW-50-K9	Cisco ONE Energy Mgmt Perpetual Lic - 50 DO End Points	- 14.255 C	5	0.00	0.00			14
2.7	C1F1VCAT29001-02	Tracker PID v02 Fnd Perpetual IE4K5K1 - no delivery		9	0.00	00.00			14
2.9	CAB-STK-E-0.5M			5	0.00	0.00			14
3.0	C1-C2960X-24PD-L	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+, LAN Base	1	2	9,190.00	4,595.00	2,269.46	4,538.92	14
3.0.1	CON-SNTP-29X24PDL	SNTC-24X7X4 Cat 2960-X 24 GigE PoE 370W,2 x 10G SFP+	12	2	884.00	442.00	335.92	671.84	'
3.1	CAB-16AWG-AC		. 1	2	0.00	0.00			28
3.2	PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	•	2	00.0	0.00			14
3.3	C1FPCAT29001K9		1	2	400.00	200.00	96.50	193.00	14
3.3.0.1	CON-ECMU-C1FPC291	SWSS UPGRADES C1 FND Perpetual - Cat2900 24 Port	12	2	60.00	30.00	22.80	45.60	I
3.4	C1-PI-LFAS-2K3K-K9	Cisco ONE PI Device License for LF & AS for Cat 2k, 3k	-	2	00.00	0.00			21
3.5	C1-ISE-BASE-24P	Cisco ONE Identity Services Engine 50 EndPoint Base Lic	I	2	0.00	0.00			14
3.6	C1-EGW-50-K9	Cisco ONE Energy Mgmt Perpetual Lic - 50 DO End Points	1	2	00.0	0.00			14
3.7	C1F1VCAT29001-02	Tracker PID v02 Fnd Perpetual IE4K5K1 - no delivery	-	2	0.00	0.00			14
3.9	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable		2	00.0	0.00			14
4.0	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	- 	12	5,000.00	500.00	245.56	2,946.72	14
5.0	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	-	8	9,100.00	650.00	305.50	2,444.00	14
6.0	C1-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base		2	39,975.00	7,995.00	3,857.89	19,289.45	4
6.0.1	CON-SNT-2948FPDL	SNTC-8X5XNBD Cat 2960-X 48 GigE PoE 740W,2x10G SFP+	12	5	2,400.00	480.00	424.80	2,124.00	

	0: 0NIT F		1 1 000 001	00000	00 7 07 1 1	-	
LUSCO UNE L	oundation Lite Perpetual - Cat 2900 40 Port	[ #1 156/10 10 10 10 10 10 10 10 10 10 10 10 10 1		200.00	104.00	024.40	4-
SWSS UPGR	SWSS UPGRADES C1 FND Perpetual - Cat2900 48 Port	12	5 150.00	30.00	22.80	114.00	-
Cisco ONE P	Cisco ONE PI Device License for LF & AS for Cat 2k, 3k		5 0.00	0.00			21
Cisco ONE lo	Cisco ONE Identity Services Engine 50 EndPoint Base Lic		5 0.00	0.00			14
Cisco ONE Energy Mgmt	nergy Mgmt Perpetual Lic - 50 DO End Points		5 0.00	0.00			14
Tracker PID v02 Fnd Perp	02 Fnd Perpetual CAT29002 - no delivery	2 11 11 11 11 11 11 11 11 11 11 11 11 11	5 0.00	0.00			14
AC Power cord, 16AWG	d, 16AWG		5 0.00	0.00			28
Catalyst 2960-	Catalyst 2960-X FlexStack Plus Stacking Module		2 5,975.00	1,195.00	591.65	1,183.30	14
Cisco FlexSta	Cisco FlexStack 50cm stacking cable		5 0.00	0.00			14
For additional modules the problems found during ins	For additional modules that may be needed, if problems found during installation.					7,500.00	
			nan an		୮୭୭୦	984,656,04	
				ľ	Tax 6.3%	\$ 5,333.33	_
				-burded	Grand (total)	26636638	

Build of Materials- Network - Paradise Valley 01-31-2017.xls

# EXHIBIT C SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Contract shall be sent to:

Town Manager Town of Paradise Valley 6401 E. Lincoln Drive Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney Town of Paradise Valley 6401 E. Lincoln Drive Paradise Valley, Arizona 85253

Delivery Location: Town of Paradise Valley, Joseph Curtis, IT DEPARTMENT, 6401 East Lincoln Dr., Paradise Valley, Arizona 85253

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. The Town of Paradise Valley (the "Town") at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). The Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

<u>Emergency Contact</u>: The Town is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in the Town ("local emergency") or in the case where the Mayor of the Town of Paradise Valley, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, the Town may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by the Town when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control. Contractor shall provide the designated the Town Emergency Management Coordinator at 480.948.7411 and the designated the Town representative with a contact point (Joseph Curtis, 480.404.7017, jcurtis@paradisevalleyaz.gov who can be reached on short notice so that effective response can be initiated.

<u>Equal Treatment of Workers</u>: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Contract. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.



# Action Report

# File #: 17-068

TO: Mayor Collins and Town Council Members

- FROM: Kevin Burke, Town Manager Brent Skoglund, Public Works Director Jeremy Knapp, Engineering Services Analyst
- DATE: March 9, 2017

**DEPARTMENT:** Public Works and Engineering Department

# AGENDA TITLE: Approval of Resolution 2017-04 Accepting a Roadway Easement at 4826 East Lincoln Drive

# Council Goals or Statutory Requirements: Maintain, repair, and add critical infrastructure to the town

# **RECOMMENDATION:**

Approve Resolution 2017-04

# SUMMARY STATEMENT:

As part of the discussions regarding the Five Star Development for the Ritz Carlton Resort, the traffic impact studies submitted suggested that the Town improve the traffic flow at the intersection of Lincoln Drive and Tatum Boulevard. The development agreement with Five Star made these improvements to be at the Town's discretion. However, based on observed traffic conditions, staff believes that these improvements should be made sooner rather than later. In particular, the improvements staff has identified, a westbound Lincoln Drive to northbound Tatum Boulevard right hand turn lane extension, should help relieve some of the current intersection backup and congestion during peak times.

The existing right hand turn lane storage length of 190 feet is severely inadequate for the amount of traffic completing this turning maneuver. The proposed improvements will double the storage length to improve the current level of service and provide an appropriate level of service for future traffic flow. In addition, the existing right-of-way width in this particular area is too narrow to accommodate the right turn lane. As such, to complete this construction, it is necessary to acquire an additional roadway easement in front of the property located at 4826 East Lincoln Drive.

This Roadway Easement will provide the necessary area to construct the turn lane extension, a new meandering sidewalk, and landscaping. The owners of 4826 East Lincoln Drive are willing to grant

# File #: 17-068

the Town a twenty-five foot roadway easement in return for certain improvements such as a privacy wall and the provision of a secondary access to their property. The attached resolution authorizes the Town Manager to execute an agreement with these owners. The agreement itself is also attached. Town staff believes that the agreement provides for a fair exchange and recommends that the Council approved Resolution # 2017-04.

As an additional benefit, this acquisition will allow for a double left turn lane from westbound Lincoln onto southbound Tatum. This should also relieve congestion during peak times.

# **BUDGETARY IMPACT:**

The approval of this item does not specifically authorize the expenditure of funds, but does commit the Town to completing the associated improvements. These improvements are identified in the Town's FY2016-17 Capital Improvement Plan and a separate item for construction costs will be brought forth before Council for consideration at a future date.

# ATTACHMENT(S):

Resolution 2017-04; including the attached Agreement

# **RESOLUTION NUMBER 2017-04**

# A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE ACQUISITION AND ACCEPTANCE OF A ROADWAY EASEMENT AT 4826 EAST LINCOLN DRIVE

WHEREAS, Virginia T. Calfee and Mark P. Linsalata, (the "Property Owners") are the owners of real property located at 4826 East Lincoln Drive, otherwise known as Lot 13 of the Paradise Hills Subdivision (the "Property"); and

WHEREAS, The Town of Paradise Valley desires to extend a westbound Lincoln Drive to northbound Tatum Boulevard right hand turn lane across the property frontage of 4826 East Lincoln Drive to improve the intersection level of service; and

WHEREAS, a twenty-five foot (25') roadway easement (the "Easement," as legally described in Exhibit "A" hereto) is necessary to accommodate said turn lane and associated improvements; and

WHEREAS, the Property Owners have agreed (per the Agreement attached hereto as Exhibit "B," the "Agreement") to grant the Easement to the Town and provide for the turn lane improvements associated with the turn lane extension within the Easement in return for the Town granting access to their Property from the Town's adjoining parcel to the west and to construct within the Easement and along their adjoining property frontage additional improvements that will include, among other things, a meandering sidewalk, a wall, and landscaping; and

WHEREAS, The Town of Paradise Valley has allocated funds in FY2016-17 to construct the turn lane and associated improvements along the frontage of 4826 East Lincoln Drive; and

NOW, THEREFORE, BE IT RESOLVED by the Town of Paradise Valley, Maricopa County, Arizona as follows:

<u>Section 1.</u> That Town Manager Kevin Burke is hereby authorized and directed to execute, on behalf of the Town, the Agreement and to obtain other necessary documentation in connection with securing the Easement such as obtaining title insurance for the Easement.

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 9<sup>th</sup> day of March, 2017.

(Signatures on following page)

# **RESOLUTION NUMBER 2017-04**

# SIGNATURE PAGE

Michael Collins, Mayor

APPROVED AS TO FORM

ATTEST:

Andrew Miller, Town Attorney

Duncan Miller, Town Clerk

# **EXHIBIT** A

The Roadway Easement Area:



September 12, 2016 Rick No. 4754

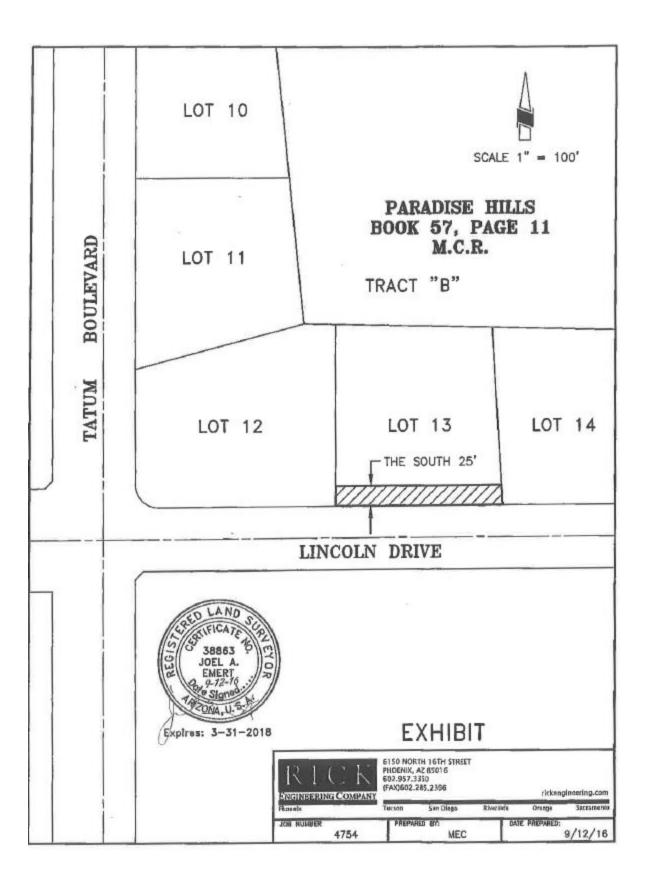
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# LEGAL DESCRIPTION

THE SOUTH 25 FEET OF LOT 13, PARADISE HILLS SUBDIVISION, AS RECORDED IN BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



6150 North 16th Street • Phoenix, Arizona 65016-1705 • (602) 957-3350 • FAX: (602) 265-2396 • rickengineering.com



# **EXHIBIT B**

Agreement:



March 1, 2017

Mark Linsalata 4826 East Lincoln Drive Paradise Valley, AZ 85253

# Re: Purchase Agreement for a 25' Roadway Easement from the Property Located at 4826 E Lincoln Drive, Paradise Valley, AZ

Dear Mr. Linsalata:

Thank you for meeting with me and other Town staff to discuss the terms of an agreement for the Town's acquiring a twenty-five foot (25') roadway easement for the southern twentyfive feet (25') of your property ("Roadway Easement") on Lincoln Drive (the area of said Roadway Easement is as described on the attached Exhibit A legal description, hereinafter the "Roadway Easement Area"). By executing this agreement, you have agreed that you will grant to the Town an easement for roadway and other uses inherent in a roadway (using the form attached hereto as Exhibit B, hereinafter the "Roadway Easement Form") for the Roadway Easement Area in return for the Town completing certain improvements to the Roadway Easement Area and to your adjoining property along with granting you the right to place a gate along the mutual property line between your property located at 4826 E. Lincoln Drive ("Your Property") and the Town's Goldwater Memorial Property located at 6501 N. Tatum Blvd (the "Memorial Property"), the purpose of said gate being to permit access from Your Property to Tatum Boulevard. You have further agreed that you will grant the Town a temporary construction easement over certain portions of Your Property that lie outside the Roadway Easement Area so that the Town can complete the improvements identified herein as part of the Town's consideration (particularly including the construction of a new wall on Your Property along with certain water irrigation systems and plantings and the driveway approach), the area of said temporary construction easement to be identified by the Town in association with the contractor who will be installing the improvements.

Upon your execution of the Roadway Easement Form and the Town's recordation thereof, the Town hereby agrees to grant you the right to place a gate along the mutual property line between Your Property and the Memorial Property and for the Town to install the following improvements (hereinafter the "Improvements") in the Roadway Easement Area and on the portions of Your Property immediately adjacent to the Roadway Easement Area and the Memorial Property, as applicable:

1. Installation of new colored concrete driveway approach in substantial compliance with the attached MAG detail, said driveway approach to be a single approach with the area of driveway improvement to include the driveway paving surface within the Roadway Easement Area and for the first six (6) feet of driveway paving north of Roadway Easement Area at the location noted on the attached design prepared by T.Y. Lin International (the "Roadway Plans," Exhibit C hereto);

6401 East Lincoln Drive Paradise Valley, Arizona 85253-4328

480-948-7411 480-951-3715 Fax3784-3 480-483-1811 TDD

- 2. Installation of approximately 220 feet of new curb and gutter (as shown on the Roadway Plans);
- 3. Installation of approximately 220 feet of new 6' wide colored concrete sidewalk adjacent to Lincoln Drive right-of-way (as shown on the Roadway Plans);
- 4. Installation of a new 6' block wall on top of varying height berm up to two-feet, finished and color to be mutually agreed upon (as shown on the Roadway Plans);
- 5. Installation of landscaping between new wall and the back of curb (as shown on the Roadway Plans);
- 6. Installation of landscaping on the first five (5) feet on the north side of the wall (as shown on the Roadway Plans);
- 7. Extension of existing irrigation system on your property to irrigate new landscaping;
- 8. Grading to address any drainage related to construction adjacent to the Roadway Easement Area and within the Memorial Property; and
- 9. Restore and/or replace any landscaping, drainage improvements, and irrigation that needs to be relocated on the Memorial Property in order to accommodate an extension of a driving surface from the existing paved roundabout area of the Memorial Property to the gate location;

With regard to the right to place a gate along a mutual properly line between Your Property and the Memorial Property, upon recordation of the Roadway Easement you (and/or your successors in interest) may place a gate along a mutual property line in order to provide Your Property with access to Tatum Boulevard, said access gate to be located only as follows:

Beginning in the northwest corner of lot 13 of the Paradise Hills Subdivision along the western property line south fifteen feet to a point of beginning, thence south thirty feet to a point of termination (said area shown graphically on Exhibit D hereto).

Further, provided that:

- 1. You shall coordinate the installation of the gate with the Community Development Department and submit plans and a schedule for the gate installation prior to commencement of the work
- 2. You shall be responsible for the design and installation of the gate;
- 3. You will acknowledge that no permission is granted for parking on Memorial Property nor altering Memorial property, nor will you allow or permit your guests to park vehicles on the Memorial Property;
- 4. You will close the gate installed between Your Property and the Memorial Property immediately after each use of the gate; and

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5. You shall indemnify the Town of any incidents associated with you or your guests' access across the Memorial Property.

## Offer and Acceptance:

By your execution of this letter agreement, the Town has hereby accepted your offer of a Roadway Easement over the Roadway Easement Area and agrees that it will complete the construction of the Improvements within three hundred sixty (360) days after the Town's recordation of the Roadway Easement, and that the Town will indemnify you for any claims made against you relating to the Roadway Easement, Roadway Easement Area and the Improvements constructed by the Town in the Roadway Easement Area. If you agree with this consideration for the Roadway Easement, then please sign this letter agreement where indicated below to evidence your acceptance of this offer and to have this letter, along with any supplements required by Stewart Title Insurance company, to serve as escrow instructions for the acquisition of the Roadway Easement by the Town. As additional consideration for your acceptance of this offer, the Town will pay all recording fees, closing costs, and title insurance costs, if any. This letter will also serve as escrow instructions to Stewart Title Company that upon its receipt of this letter, it shall open escrow for the acquisition of the Roadway Easement and prepare a settlement sheet and other documents necessary for the closing of this transaction (such as any consents to the easement from any lienholders on your property).

I appreciate your cooperation in this matter. Please contact me directly at (480) 348-3533 if I can be of any further assistance or if you have any questions.

Sincerely,

Kevin Burke Town Manager Offer Accepted on the terms noted above:

By:\_

Mark Linsalata

By:\_

Virginia Tiffany Calfee

AMM/dlw Enclosure

# EXHIBIT A

The Roadway Easement Area:

[Insert Legal Description]

desse.

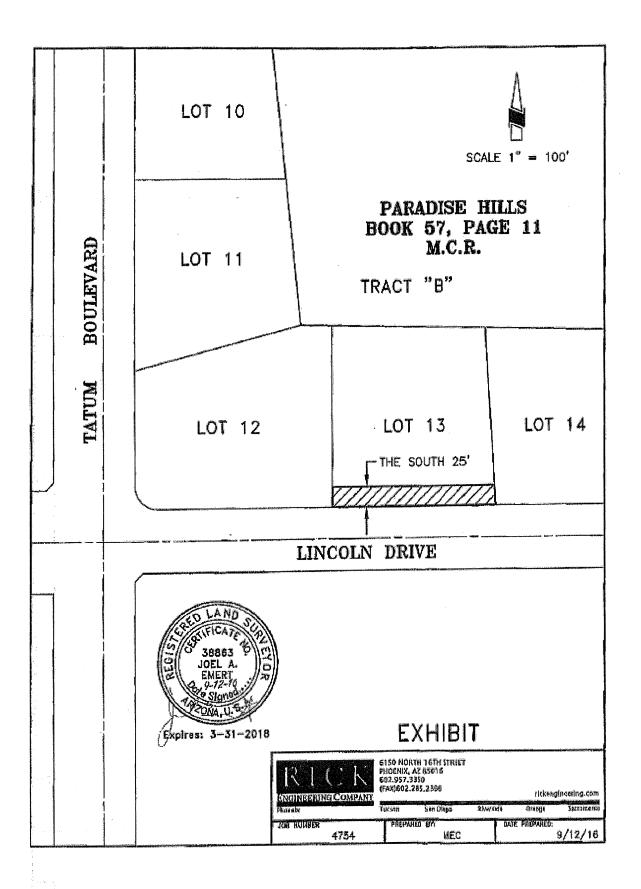


September 12, 2016 Rick No. 4754

# LEGAL DESCRIPTION

THE SOUTH 25 FEET OF LOT 13, PARADISE HILLS SUBDIVISION, AS RECORDED IN BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.





#### 173784-3

The Roadway Easement Form: [Attach form]

173784-3

After Recordation Return to:

Paradise Valley Town Attorney 6401 E. Lincoln Drive Paradise Valley, AZ 85253 **Exempt Pursuant to A.R.S. §11-1134 A-3** 

## **ROADWAY EASEMENT**

Effective Date of Conveyance: February \_\_\_\_\_, 2017

County and State where property located Maricopa County, Arizona

**GRANTORS** (Name, Address and Zip Code) Virginia Tiffany Calfee and Mark Linsalata 4826 East Lincoln Drive Paradise Valley, AZ 85253 **GRANTEE** (Name, Address and Zip Code) Town of Paradise Valley 6401 East Lincoln Drive Paradise Valley, Arizona 85253

Subject Real Property Address: A portion of 4826 East Lincoln Drive, Paradise Valley, AZ 85253

Subject Real Property Legal Description: As shown on attached Exhibit "A"

Grantor owns or otherwise holds title to subject real property and for valuable consideration conveys to Grantee a Roadway Easement.

Period of Easement, Right of Way or Right

Perpetual Until termination date of:

## **Other Specific Conditions or Restrictions:**

By accepting and utilizing this roadway easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the roadway easement area, the affected area will be restored by Grantee to as close to the approved roadway plans as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantee within the roadway easement area.

Grantee will also indemnify, defend and hold harmless Grantor and its officers, directors, partners, agents, employees, members, managers, licensees, guests, invitees, trustees, shareholders, and any successors-inownership or assigns of any of the foregoing (collectively, the "Indemnified Parties") for, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements for physical injury, property damage, and claims for mechanic's liens and materialman's liens, suffered or incurred by the Indemnified Parties (collectively, "Claims"), to the extent the Claims arise from, out of, or in connection with the roadway easement or Grantee's use of the roadway easement area.

Signature of Grantor – Mark Linsalata

Signature of Grantor – Virginia Tiffany Calfee

Signature of Grantee – Town of Paradise Valley By: Kevin Burke, Town Manager

State of Arizona County of Maricopa	) )s.s. )	Acknowledgement of Grantor: On (date), (Signer name) personal appeared before me, whom I know personally to be the persons who signed the above/attached document and he/she proved he/she signed it.
(seal)		(Notary Public)

· · · · · · · · · · · · · · · · · · ·			
		Acknowledgement of Grantee 7	Fown of Paradise Valley
State of Arizona	) )s.s.		, (Signer name) personal w personally to be the persons who signed the
County of Maricopa	)	above/attached document and he/s	she proved he/she signed it.

(seal)

(Notary Public)

# EXHIBIT C

Roadway Plans:

[Attach the 90% Roadway Plans]

#### **GENERAL NOTES**

- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CONTRACT SPECIFICATIONS; PLANS; MAG STANDARD SPECIFICATIONS AND DETAILS. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS' (MAG) UNIFORM
- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE MARCOPA ASSOCIATION OF GOVERNMENTS' (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION. THE PLANS FOR THIS PROJECT HAVE BEEN REVIEWED FOR COMPLIANCE WITH TOWN REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. AN APPROVED SET OF PLANS AS WELL AS ALL PERMITS ISSUED MUST BE AVAILABLE ON THE JOB SITE AT ALL TIMES. DEVATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION. THE DESIGN IS APPROVED BY THE TOWN IN SCOPE BUT NOT IN DETAIL. APPROVAL OF THESE PLANS IS FOR PERMIT PURPOSES ONLY, HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE TOWN FROM REQUIRING CORRECTION OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE. CONSTRUCTION QUANTITIES ON THESE PLANS ARE NOT VERIFIED BY THE TOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITS NECESSARY FOR SALVAGE OR DISPOSAL OF PROTECTED NATIVE PLANTS, AC ELIDINATION ON THE CONTRACTOR SHALL DECEMPT.
- AS SHOWN ON THE LANDSCAPE PLANS. TRESS AND SHRUBBERY IN THE RIGHT-OF-WAY THAT CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AS INDICATED ON THE LANDSCAPE PLANS. PER THE MARICOPA COUNTY AIR POLLUTION CONTROL RULES AND REGULATIONS ON EARTH MOVING EQUIPMENT PERMITS, NO PERSON SHALL CAUSE OR PERMIT THE USE OF ANY POWER OF MECHANICAL EQUIPMENT FOR COMMERCIAL PURPOSES TO CLEAR, EXCAVATE OR LEVEL LAND, INCLUDING BUT NOT LIMITED TO DEMOLITION, ROAD AND STREET CONSTRUCTION, TRENCHING, VEGETATION REMOVAL, OR ENGAGE IN ANY OTHER EARTH MOVING ACTIVITIES WITHOUT FIRST OBTAINING A PERMIT FROM THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING THE PERMIT.
- CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS AS REQUIRED BY THE TOWN OF PARADISE VALLEY, AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS, INCLUDING NOTICE OF INTENT (NOI), NOTICE OF TERMINATION, AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE NOI AND SWPPP SHALL BE AVAILABLE ON THE JOB SITE AT ALL
- IMES. THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FOR CONSTRUCTION FROM EPCOR. CONTACT EPCOR TO SCHEDULE ANY RELOCATION OF HYDRANT METERS. CONTRACTORS SHALL NOT RELOCATE HYDRANT METERS. CONTRACTOR MUST PROVIDE TO THE TOWN THE LOCATION FOR WASTE MATERIAL AND A LETTER FROM OWNER GIVING PERMISSION FOR DUMPING PRIOR TO STARTING CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (TCP) PER THE PHOENIX TRAFFIC BARRICADE MANUAL. BARRICADES MUST BE CONTINUALLY MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. IF ANY PART OF THE TCP FALLS WITHIN 300' OF A SIGNALIZED INTERSECTION, AN OFF-DUTY OFFICER WILL BE REQUIRED FOR а.
- TRAFFIC CONTROL
- TRAFFIC CONTROL. A TOP SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT AND ACCEPTED A MINIMUM OF THREE WORKING DAYS; 72-HOURS PRIOR TO CONSTRUCTION. AN ACCEPTED TCP WILL BE STAMPED AND A COPY RETURNED TO THE CONTRACTOR. A COPY OF THE ACCEPTED PLAN MUST REMAIN ON THE JOB SITE AT ALL TIMES. LANE CLOSURES ON MAJOR ARTERIAL ROADS ARE ONLY PERMITTED MONDAY THROUGH FRIDAY FROM 9 AM TO 3:30 PM UNLESS PREVIOUS WRITTEN APPROVAL FROM THE TOWN MANAGER.

#### **ROADWAY PAVING NOTES**

THE TOWN OF PARADISE VALLEY PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED 24-HOURS PRIOR TO ANY CONSTRUCTION WORK BY TELEPHONE AT (480) 348-3622. ANY WORK CONCEALED WITHOUT INSPECTION SHALL BE SUBJECT TO REMOVAL AND

- REPLACEMENT AT THE CONTRACTOR'S EXPENSE. WITHIN A PHASE OF THE WORK: a. OBSTRUCTIONS TO PROPOSED IMPROVEMENTS IN THE RIGHT-OF-WAY SHALL BE REMOVED OR RELOCATED BEFORE BEGINNING

- OBSTRUCTIONS TO PROPOSED IMPROVEMENTS IN THE RIGHT-OF-WAY SHALL BE REMOVED OR RELOCATED BEFORE BEGINNING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
   CONSTRUCTION OF SURFACE IMPROVEMENTS SHALL NOT BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY CONSTRUCTION IS COMPLETE AND SERVICE CONNECTIONS TO ALL LOTS WITHIN THE PHASE OF WORK HAVE BEEN ADEQUATELY RELOCATED.
   IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITES THAT MAY INTERFERE WITH THIS CONSTRUCTION, WHETHER OR NOT SAID UTILITIES ARE SHOW ON THE CONSTRUCTION PLANS FOR THIS PROJECT AND TO ADEQUATELY PROTECT AND MAINTAIN ANY SUCH UTILITIES.
   IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANCE FOR THE RELOCATION AND RELOCATION COSTS OF ALL UTILITIES, AND SUMMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF NTP.
   RELOCATION OF EPCORF FIRE HYDRANTS REQUIRES A SEPARATE PERMIT.
   RELOCATION OF EPCORF FIRE HYDRANTS REQUIRES A SEPARATE PERMIT.
   PROEDULES AND METHODS USED TO SAMPLE, TEST MATERIALS, AND REPORT TEST RESULTS WILL BE DETERMINED BY THE PUBLIC WORKS DEPARTMENT. FOR ALL PHASES OF CONSTRUCTION, THE TYPE, SCHEDULING, FREQUENCY AND LOCATION OF ALL MATERIALS TESTING AND SAMPLING SHALL BE DETERMINED BY THE PUBLIC WORKS DEPARTMENT. ALL TEST RESULTS WILL BE TEST MATERIALS. REPORTED DIRECTLY (IN WRITING) TO THE PUBLIC WORKS DEPARTMENT. FOR EACH PHASE OF CONSTRUCTION, TEST RESULTS (IN WRITING) MUST BE RECEIVED FROM THE TESTING LABORATORY, PRIOR TO START OF THE NEXT PHASE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT BLUE STAKE (602) 263-1100 PRIOR TO CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CURRENT BLUE STAKE MARKINGS THROUGHOUT CONSTRUCTION.
- EXISTING OR NEWLY DAMAGED AND/OR DISPLACED CONCRETE CURB, GUTTER, SIDEWALK, OR DRIVEWAY SLAB THAT IS WITHIN THE RIGHT-OF-WAY SHALL BE REPAIRED OR REPLACED, AS NOTED BY THE TOWN INSPECTORS, BEFORE FINAL ACCEPTANCE OF THE
- ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. DURING CONSTRUCTION OPERATIONS, HEAVY EQUIPMENT MAY CROSS EXISTING OR PROPOSED PIPE. IN THIS CASE, AN EARTH FILL SHOULD BE CONSTRUCTED TO AT LEAST THREE-FEET ABOVE PIPE. THE FILL MUST BE SUFFICIENT TO PREVENT THE LATERAL DISPLACEMENT OF THE PIPE. THE ACTUAL POINT OF PAVEMENT MATCHING, TERMINATION AND/OR OVERLAY SHALL BE DETERMINED IN THE FIELD BY THE TOWN OF
- THE ACTUAL POINT OF PAVEMENT MATCHING, TERMINATION AND/OR OVERLAY SHALL BE DETERMINED IN THE FIELD BY THE TOWN OF PARADISE VALLEY PUBLIC WORKS DEPARTMENT INSPECTOR. IN ALL AREAS WHERE NEW CONSTRUCTION OF CURB, GUTTER, SIDEWALKS, AND DRIVEWAYS IS REQUIRED, AND THE TESTING LABORATORY DETERMINES THE EXISTING GRADE TO CONSIST OF SOILS WITH SWELLING CHARACTERISTICS, THE MOISTURE CONTENT SHALL BE BROUGHT AS CLOSE AS POSSIBLE TO OPTIMUM REQUIRED FOR COMPACTION BY THE ADDITION OF WATER, BLENDING OF DRY SUITABLE MATERIAL OR BY DRYING OF EXISTING MATERIAL. THE MATERIAL SHALL THEN BE COMPACTED TO A RELATIVE DENSITY OF 75 PERCENT MINIMUM TO 85 PERCENT MAXIMUM WITH 80 PERCENT AS IDEAL. ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO COMPLETION OF PAVING OR RELATED CONSTRUCTION. ADJUSTMENT OF EXISTING "TYPE A" OR "TYPE B" WATERLINE VALVE BOXES IN THE PARKWAY SHALL BE CONSIDERED INCIDENTAL TO PARKWAY GRADING. EXISTING "TYPE B" WATERLINE VALVE BOXES IN THE PARKWAY SHALL BE CONSIDERED INCIDENTAL TO PARKWAY GRADING. EXISTING "TYPE B" WATERLINE VALVE BOXES IN PROPOSED PAVING SHALL BE PEPLIACED WITH "TYPE A" ROYES PER COP STANDARD DETAL PL391 ANY VALVE ADJUSTED TO FINIST WAITS THAT OCUP WITHIN ASYPALIT.
- BE REPLACED WITH "TYPE A" BOXES PER COP STANDARD DETAIL P1391. ANY VALVE ADJUSTMENTS THAT OCCUR WITHIN ASPHALT SHALL BE COMPLETED IN BLACK CONCRETE.
- SHALL BE COMPLETED IN BLACK CONCRETE. 10. CONSTRUCTION MUST BE PHASED SO NEWLY DEVELOPED CHANNELS ARE FULLY OPERATIONAL BEFORE THE EXISTING DRAINAGE CHANNEL IS FILLED. FLOODWATER CONVEYANCE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, INTERCEPTOR DITCHES, PIPES, PROTECTIVE BERMS, BARRIER WALLS, CONCRETE CHANNELS, OR OTHER MEASURES DESIGNED TO PROTECT ADJACENT BUILDINGS OR PROPERTY FROM STORM RUNOFF MUST BE COMPLETED PRIOR TO ROADWAY CONSTRUCTION.

UNLESS OTHERWISE NOTED, PIPE TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH CITY OF PHOENIX DETAIL P-1200. ALL EXISTING DRIVEWAYS SHALL BE GRADED TO MATCH THE NEW WORK IN ACCORDANCE WITH COP STD. DETAIL P-1164, UNLESS OTHERWISE SPECIFIED. EXISTING SURFACING SHALL BE REMOVED AND REPLACED IN KIND AS NECESSARY.

- 13. UNLESS OTHERWISE PROVIDED ON THE PLANS: a. THE SPACE BETWEEN THE BACK OF NEW DRIVEWAY ENTRANCES AND EXISTING AC DRIVEWAYS SHALL BE FILLED WITH A MINIMUM OF 3" ACSC ON 100% COMPACTED NATIVE SOIL. WHERE EXISTING PAVEMENT AND BASE THICKNESS EXCEED THE MINIMUMS, MATCH THE EXISTING
- MAICH THE EXISTING. 5. THE SPACE BETWEEN THE BACK OF NEW SIDEWALKS AND EXISTING PRIVATE SIDEWALKS, AND THE SPACE BETWEEN THE BACK 5. OF NEW DRIVEWAY ENTRANCES AND EXISTING PCC DRIVEWAYS SHALL BE FILLED WITH PCC. THE SURFACE TREATMENT THICKNESS AND CLASS SHALL MATCH THAT OF EXISTING SIDEWALK OR DRIVEWAY ENTRANCE. 4. ALL RAMPS MUST MEET 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN; 2% MAX CROSS SLOPES AND 12:1 MAX LONGITUDINAL
- SLOPES.

- 15. THIS PROJECT'S WORK HOURS ARE GOVERNED BY TOWN CODE SECTION 10-7-5 AS FOLLOWS: a. WORK INVOLVING PILE DRIVERS, POWER SHOVELS, DRILLS OR AUGERS, LOADERS, PREUMATIC OR HYDRAULIC HAMMERS, OR BULLDOZERS IS ALLOWED BETWEEN SUNRISE AND SUNSET ON MONDAY THROUGH FRIDAY, EXCEPT DESIGNATED LEGAL HOLIDAYS. b. WORK INVOLVING THE MAINTENANCE OR SERVICING OF CONSTRUCTION VEHICLES OR EQUIPMENT OR DELIVERY OF CONSTRUCTION
- EQUIPMENT OR MATERIALS TO THE SITE AND WORK INVOLVING ANY DEVICE WHICH CREATES A NOISE LEVEL EXCEEDING 45 DB(A) IS ALLOWED BETWEEN SUNRISE AND SUNSET MONDAY THROUGH SATURDAY, AND AT ALL TIMES ON SUNDAYS AND DESIGNATED LEGAL HOLIDAYS.

# **RITZ CARLTON STREET IMPROVEMENTS TATUM BLVD & LINCOLN DRIVE** PARADISE VALLEY, ARIZONA **PROJECT NO. 2016-14**

MAYOR MICHAEL COLLINS

VICE MAYOR

JERRY BIEN-WILLNER

**TOWN COUNCIL** 

PAUL DEMBOW MARK STANTON JULIE PACE SCOTT MOORE

## TOWN MANAGER

**KEVIN BURKE** 



INDEX OF SHEETS

SHEET NUMBER

9-10

11

12

17 18

19

20 21

#### OWNER

TOWN OF PARADISE VALLEY 6401 E. LINCOLN DRIVE PARADISE VALLEY, AZ 85253 PHONE: (480) 348-3622 FAX (480) 348-3689 CONTACT: JEREMY T. KNAPP, A.I.C.P.

#### ENGINEER/SURVEYOR

TYLIN INTERNATIONAL 60 E. RIO SALADO PARKWAY, STE 501 TEMPE, AZ 85281 PHONE: (480) 968-8814 FAX: (480) 921-0002 CONTACT: JAMES BARR, P.E.

## LANDSCAPE ARCHITECT

EPG ENVIRONMENTAL PLANNING GROUP 4141 NORTH 32ND ST. STE 102 PHOENIX, ARIZONA 85018 CONTACT: JOHN GRIFFIN, R.LA

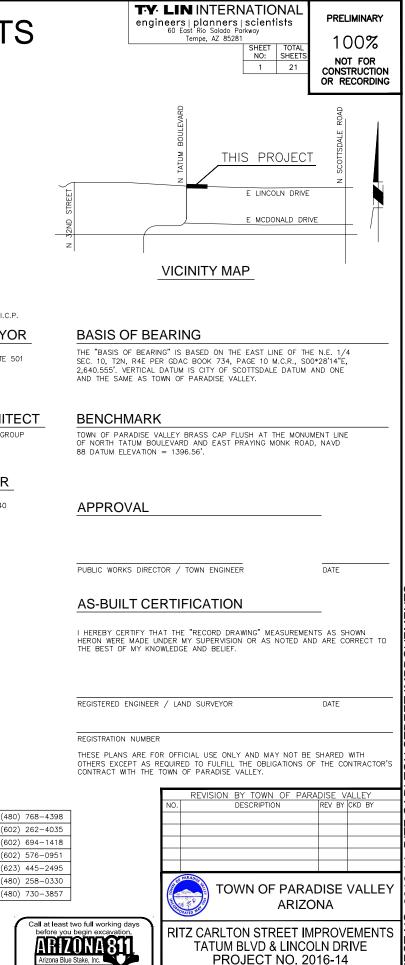
## TRAFFIC ENGINEER

CIVTECH 10605 N. HAYDEN ROAD. STE 140 SCOTTSDALE, ARIZONA 85260 CONTACT: JOHN WILLET, P.E.

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		CON
	DWG SERIES NO.	SHEET TITLE
	G-1.01	COVER SHEET
	G-1.02	KEY MAP AND LEGEND
	G-1.03	GEOMETRIC CONTROL SHEET
	G-1.04	QUANTITY SUMMARY SHEET
	G-1.05	TYPICAL SECTIONS
	G-1.06	DRIVEWAY PLAN AND PROFILES
	G-1.07	STAKING SHEET
	G-1.08	MEDIAN DETAIL SHEET
	PP-1.01 TO PP-1.02	PLAN AND PROFILE SHEETS
	SM01	SIGNING AND MARKING PLAN
	SM02	SIGNING AND MARKING PLAN
	LP1.01	PLANTING PLAN
	IR1.01	IRRIGATION PLAN
	LP2.01	WALL ELEVATION/PLAN
	LP2.02	WALL DETAILS
	LP2.03	PLANTING DETAILS
	LP2.04	PLANTING DETAILS
	IR5.01	IRRIGATION DETAILS
	IR5.02	IRRIGATION DETAILS
	IR5.03	IRRIGATION DETAILS

## UTILITY CONTACTS

CENTURYLINK	KAREN BROWN	(4
CITY OF PHOENIX WATER SERVICES DEPT.	LARRY VALENZUELA	(6
COX COMMUNICATIONS	ZACH KILLIN	(6
CROWN CASTLE SOLUTIONS CORPORATION	RICHARD ALGERIA	(6
EPCOR	JOSH VIG	(6
APS	JEANNIE MARIE HORMELL	(4
SOUTHWEST GAS	NORMA JARDIN	(4



DES:CM

COVER

CK: JB DATE: 02/17 DWG SERIES NO.

G-1.01

**STREET IMPROVEMEN** Z CARL RITZ 4 പ്പ 201 ROJ

Dial 8-1-1 or 1-800-STAKE-IT (782-5348

In Maricopa County: (602) 263-1100

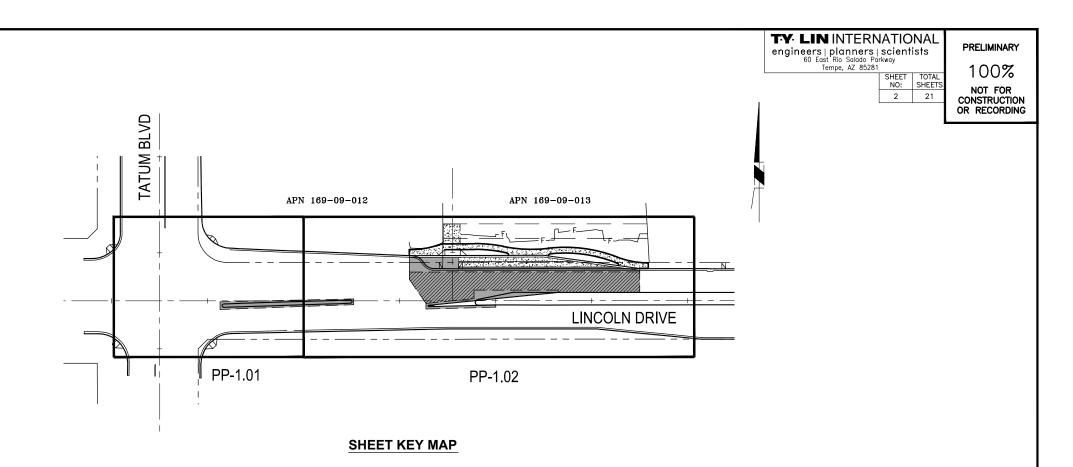


#### SOUTHWEST GAS **CORPORATION GENERAL NOTES**

- CALL THE LOCAL ONE-CALL OFFICE ARIZONA BLUE STAKE CENTER AT 1-800-782-5348 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION SO THAT UNDERGROUND UTILITIES CAN BE LOCATED. THIS IS IN ACCORDANCE WITH THE BLUE STAKE LAW (ARIZONA REVISED STATUTES (STATE LAW), CHAPTER 2, ARTICLE 6.3, SECTIONS 40-360.21 THROUGH 40-360.32.
- 2. SOUTHWEST GAS (SWG) DOES NOT PROVIDE DEPTH INFORMATION ON ITS NATURAL GAS SOUTHWEST GAS (SWG) DOES NOT PROVIDE DEPTH INFORMATION ON ITS NATURAL GAS FACILITIES. IT IS RECOMMENDED THAT THE CONTRACTOR EVALUATES EACH NATURAL GAS PIPELINE LOCATION BY POTHOLING AND EXPOSING THEM TO DETERMINE CONFLICTS. THERE SHOULD BE A MINIMUM SEPERATION OF 12 INCHES FACE TO FACE CLEARANCE BETWEEN THE PROPOSED FACILITY AND THE EXISTING NATURAL GAS FACITLY. IF INSTALLATION CLEARANCES CANNOT BE MET, CONTACT SWG ENGINEERING AT 480-730-3855 AS EARLY AS POSSIBLE TO ALLOW SUFFICIENT TIME FOR CONFLICT DESCULTION RESOLUTION.
- 3. THE SWG GAS SYSTEM HAS PIPELINE VALVES, LINE LOCATING STATIONS, TEST POINTS AND UNDERGROUND VAULTS EACH WITH PROTECTIVE VALVE BOX LIDS AND VAULT MANHOLE COVERS. THESE ARE DESIGNED TO BE FLUSH WITH THE EXISTING GROUND. UNDER U.S. DEPT. OF TRANSPORTATION'S PIPELINE SAFETY REGULATIONS AND SWG OPERATING PROCEDURES, THESE FACILITIES ARE REQUIRED TO BE ACCESSIBLE AT ALL THESE.

SWG WILL PAINT YELLOW ALL PROTECTIVE VALVE BOX LIDS AND VAULT MANHOLE COVERS. IT WILL BE THE RESPONSIBILITY OF THE PUBLIC AGENCY'S CONTRACTOR TO MAKE SURE THESE ARE PROTECTED DURING CONSTRUCTION. THE PUBLIC AGENCY'S CONTRACTOR WILL BE RESPONSIBLE FOR ADJUSTMENTS TO ALL VALVE BOX LIDS AND VAULT MANHOLE COVERS DUE TO GRADING AND PAVING PER MAG DETAILS 391.1 AND 391.2 CONTACT SWG CONSTRUCTION AT TEMPE OPERATIONS 480-730-3670 / 480-730-3677 FOR COORDINATING WORK AND INSPECTIONS. FOR EMERGENCIES, PLEASE CALL 1-800-528-4277 OR CALL 911.

- 4. ONCE MECHANICAL TRENCHING IS IN PROGRESS, DO NOT ATTEMPT TO TRENCH WITHIN 2 FEET OF A GAS PIPE. THIS TRENCHING SHALL BE DONE BY HAND IN ORDER TO PREVENT ANY DAMAGE TO THE GAS PIPE. IN THE EVENT YOUR CONTRACTOR SHOULD "HOOK" OR OTHERWISE STRAIN A GAS PIPE WHILE EXCAVATING, A CALL SHOULD BE PLACED IMMEDIATELY TO <u>1-800-528-4277</u> OR CALL <u>911</u>. EVEN THOUGH THERE MAY NOT BE ANY APPARENT DAMAGE, THE STRAIN MAY HAVE DAMAGED THE WRAP OR A PORTION OF THE BURLED PIPE OR FITTINGS AT OTHER LOCATIONS CAUSING A LEAK IN THE SURROUNDING AREA. IF A STEEL FACILITY IS EXPOSED AND THE PIPE COATING IS FOUND TO BE IN NEED OF REPART, PLEASE CONTACT <u>1-800-528-4277</u> CO AREW CAN BE DISPATCHED TO REWRAP THE PIPE. THIS IS A SERVICE PROVIDED BY SWG AT NO COST TO THE CONTRACTOR SO THAT WE CAN MONITOR OUR STEEL FACILITIES AND MINIMET FOR POSSIBILITY OF CORROSION MINIMIZE THE POSSIBILITY OF CORROSION.
- 5. WHEN EXCAVATIONS ARE COMPLETE, ALL EXPOSED NATURAL GAS PIPELINES SHALL BE PROTECTED DURING THE WORKING SHIFT. AT THE END OF THE WORKING SHIFT, THE CONTRACTOR SHALL PROTECT AND COVER ALL EXPOSED NATURAL GAS PIPELINES WITH AT LEAST 6 INCHES BELOW AND 6 INCHES ABOVE WITH PORTLAND CEMENT CONCRETE FINE AGGREGATE SAND. IF THE TRENCH IS MORE THAN 3 FEET WIDE, THE PIPE MUST BE SUPPORTED IN A MANNER WHERE THE SUPPORTING MATERIAL DOES NOT DAMAGE THE PIPE OR THE PROTECTIVE PIPE COATING, PLEASE CONTACT SWG ENGINEERING AT 480-730-3855 TO REVIEW AND APPROVE ALL PROPOSED PIPE SUPPORT DESIGNS.
- 6. WHEN BACKFILLING, DO NOT DROP THE BACKFILL MATERIAL DIRECTLY ON ANY NATURAL GAS FACILITY. MANUALLY BACKFILL THE EXPOSED NATURAL GAS FACILITIES WITH 6 INCHES BELOW AND 6 INCHES ABOVE THE PIPE WITH PORTLAND CEMENT CONCRETE FIRE AGGREGATE SAND. THE NEXT 6 INCHES ABOVE THE SAND SHALL BE SELECT MATERIAL THAT MUST NOT CONTAIN ANY MATERIAL LARGER THAN 3 INCH MINUS. USE EXTRA PRECAUTIONS DURING COMPACTION. DO NOT COMPACT DIRECTLY OVER THE PIPE. THE REMAINING BACKFILL MATERIAL MUST BE SUITABLY COMPACTABLE MATERIAL AND MUST MEET THE REQUIREMENTS OF LOCAL AUTHORITIES.
- 7. PLEASE BE AWARE THAT THER MAY BE ABANDONED STELL GAS LINES WITHIN YOUR PROJECT LIMITS THAT ARE POTENTIALLY COATED OR WRAPPED WITH UNIDENTIFIED MATERIALS. SWG TREATS ITS ENTIRE STEEL GAS PIPE SYSTEM WITH UNIDENTIFIED COATING/WRAPPING MATERIALS AS POTENTIALLY CONTAINING ASBESTOS. ACCORDINGLY, WHENEVER SUCH PIPE IS IN DIRECT CONFLICT AND REQUIRES REMOVAL, IT MUST ONLY BE DONE SO BY ONE OF SOUTHWEST GAS' NESTHAP CERTIFIED CONTRACTORS. CARE MUST ALSO BE TAKEN WHEN WORKING NEAR AND EXPOSING THESE LINES. PLEASE CONTACT SWG CUSTOMER ASSISTANCE AT 1-877-860-6020 IN ADVANCE TO CONCINATE ANY REMOVAL. THE ARRANGEMENT AND WHO WIL BEAR THE COST OF THE RELOCATION OR ABANDONMENT WILL BE DETERMINED UNDER THE CURRENT FRANCHISE AREMENT AND THE CURRENT FRANCHISE AREMENT AND WHO WILL BEAR THE COST OF THE RELOCATION OR ABANDONMENT WILL BE DETERMINED UNDER THE CURRENT FRANCHISE AREMENT AND THE OWNER. FRANCHISE AGREEMENT WITH THE PROJECT'S AGENCY.



## LEGEND AND SYMBOLS

#### \_\_\_\_\_\_ 12''W \_\_\_\_\_EXISTING WATER OHL EXISTING OVERHEAD ELECTRIC \_\_\_\_\_T \_\_\_\_\_T \_\_\_\_EXISTING TELEPHONE FO-FO-FO-EXISTING FIBER OPTIC \_\_\_\_\_ 42"IR \_\_\_\_\_ EXISTING IRRIGATION Ð PROPOSED FIRE HYDRANT PROPOSED WATER VALVE ⊗ $\bigcirc$ PROPOSED SEWER MANHOLE EXISTING WATER VALVE EXISTING SEWER MANHOLE S EXISTING CONTOURS EXISTING IMPROVEMENTS A EXISTING FIRE HYDRANT ۲ SURVEY MONUMENT -<del>ф</del>-STREET SIGN BASE STORM DRAIN \_\_\_\_\_ SIDEWALK FL= FLOW LINE ELEVATION • VG= VALLEY GUTTER ELEVATION EX PAVEMENT TO REMAIN States and an EX CONCRETE $\land \land \land \land$ PAVEMENT MILL AND OVERLAY NEW PAVEMENT PAVEMENT TO BE REMOVED RIP RAP 1xuxuxu . . . . . . . . GUARDRAIL DAYLIGHT CUT LINE \_\_\_\_\_C\_\_\_\_ ------F DAYLIGHT FILL LINE \_ \_ **\_\_** FLOW LINE ·o----o-----HANDRAII CENTERLINE STATIONING STA P= PAVEMENT ELEVATION STA CENTERLINE STATIONING TC= G= TOP OF CURB ELEVATION GUTTER ELEVATION

## ABBREVIATIONS

AC	ASPHALT CONCRETE	PCC
ARV	AIR RELEASE VALVE	PI
B/C, BC	BACK OF CURB	PR
BCR	BEGIN CURB RETURN	PT
BFP	BACK FLOW PREVENTER	PROP
C1	BACK OF CURB CURB DATA	PUE
€,CL	CENTER LINE	R
C&G	CURB AND GUTTER	RA
С	CONCRETE ELEVATION	RT
EO	EMERGENCY OUTFALL	R/W
ESMT	EASEMENT	RW
E/P	EDGE OF PAVEMENT	SHLD
EL, ELEV	ELEVATION	S∕W, SW
ECR	END CURB RETURN	TCE, T.C.E.
EP, E/P	EDGE OF PAVEMENT	TEMP
EX, EXIST.	EXISTING	TW
F/C. FC	FACE OF CURB	V/G
FL	FLOW LINE	VERT, V
GB	GRADE BREAK	VP
н	HEIGHT, HORIZONTAL	V <sub>R</sub>
HWE	HIGH WATER ELEVATION	WM
ICV	IRRIGATION CONTROL VALVE	W.V.
INV=, IE=	INVERT ELEVATION	
LT	LEFT	
L	LENGTH	
- L1	LINE DATA	
L/G. LG	LIP OF GUTTER	
MJ	MECHANICAL JOINT	
N.P.I.	NON PAY ITEM	
NTS	NOT TO SCALE	
OFF	OFFSET	
PMTR	POLYMER MODIFIED TERMINAL BLEND RUBBERIZED MIX DESIGNS	
PVMT	PAVEMENT	
PH	PHASE, POTHOLE	

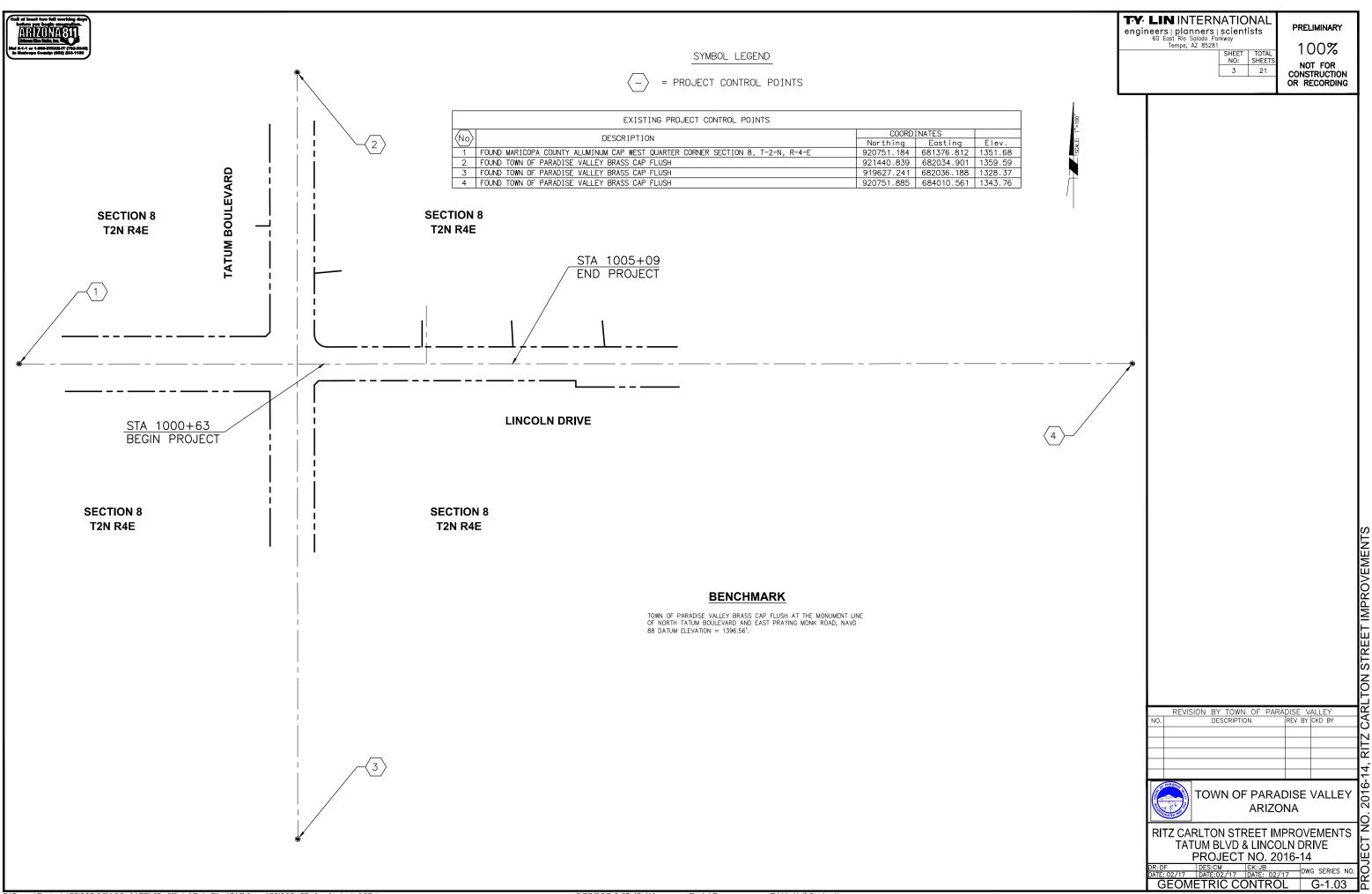
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REVISION BY TOWN OF PARADISE

DESCRIPTION

POINT OF COMPOUND CURVATURE POINT OF INTERSECTION POINT OF REVERSE CURVATURE POINT OF TANGENCY PROPOSED PUBLIC UTILITY EASEMENT RADIUS RUBBERIZED ASPHALT RIGHT RIGHT OF WAY RECLAIMED WATER SHOULDER SIDEWALK TEMPORARY TEMPORARY CONSTRUCTION EASEMENT TOP OF WALL VALLEY GUTTER VERTICAL VOLUME PROVIDED VOLUME REQUIRED WATER METER WATER VALVE

VALLEY

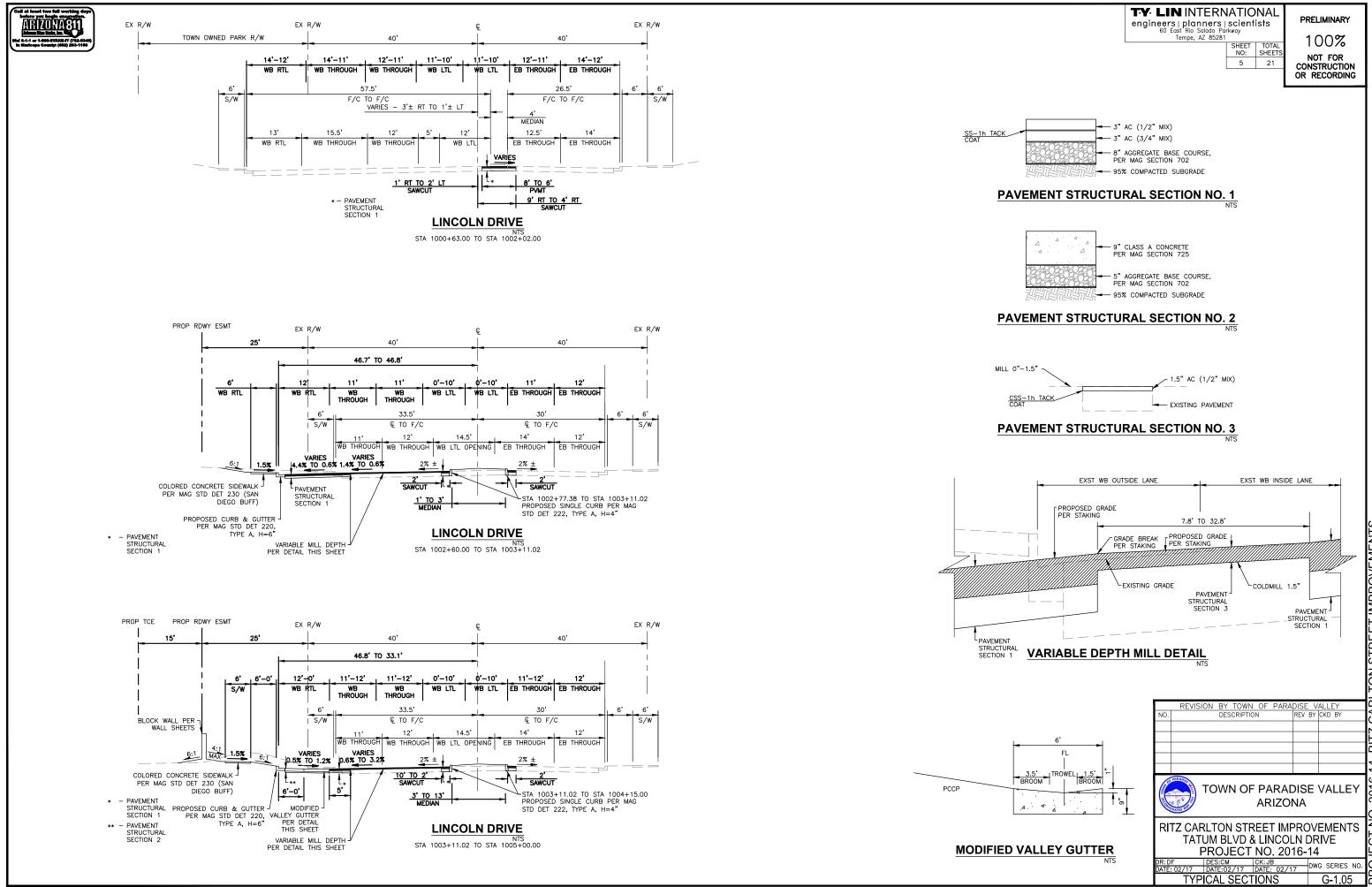


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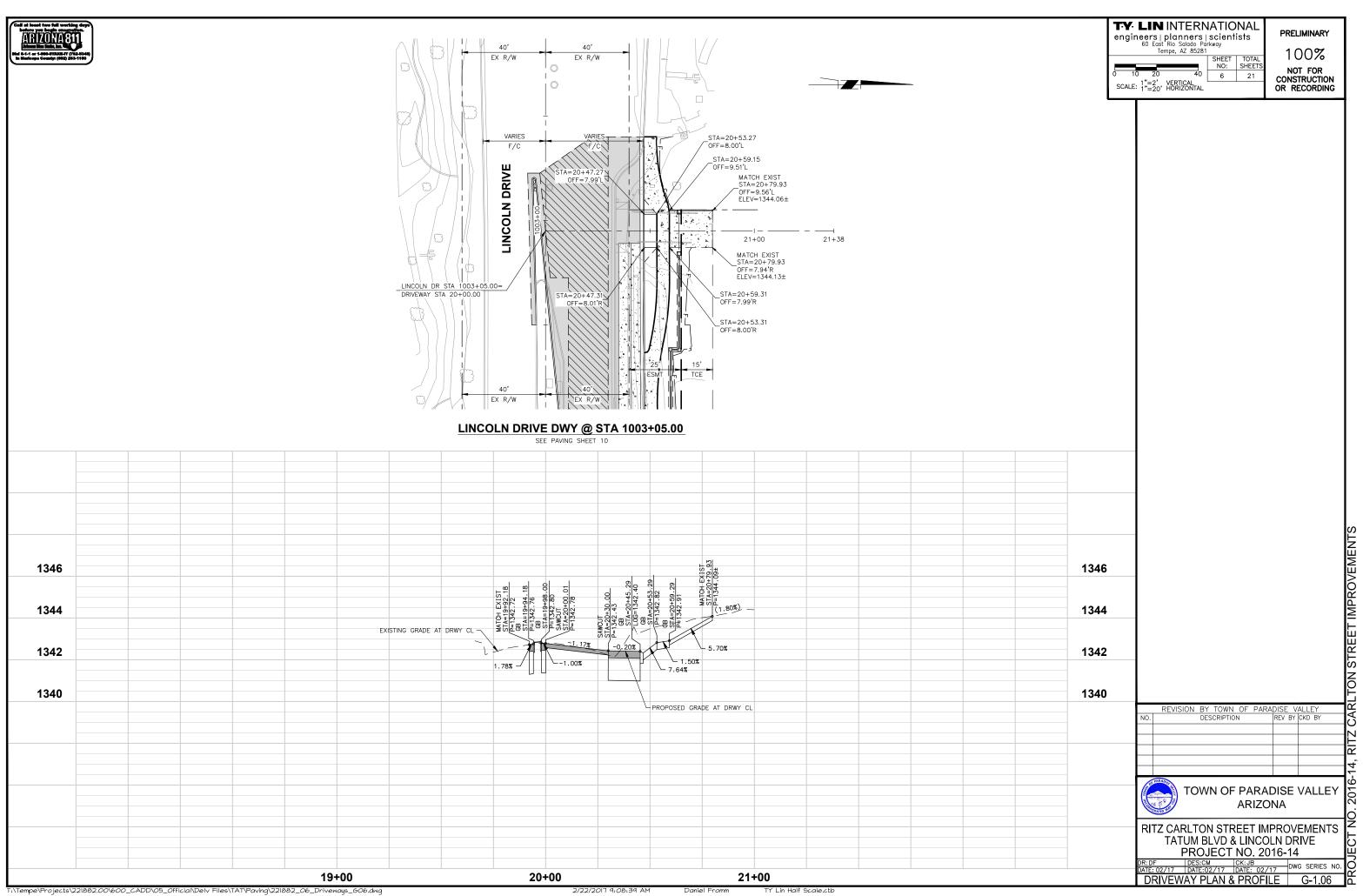
Item Number	Description	Unit	Quantity/I	Plan Sheet	TOTAL
item Number	Description	Unit	PP-1.01	PP-1.02	IUIAL
1	Asphalt Concrete Pavement	SY	71	314	385
2	Portland Cement Concrete Pavement	SY		52	52
3	Variable Depth Mill	SY		592	592
4	Vertical Curb & Gutter, MAG 220, Type A, H=6"	LF		241	241
5	Single Curb, MAG 222, Type A, H=4"	LF		208	208
6	Single Curb, MAG 222, Type B, H=12"	LF		21	21
7	Valley Gutter, MAG 241	SF		858	858
8	Concrete Sidewalk, MAG 230, San Diego Buff Color	SF		1606	1606
9	Driveway Entrance, MAG 250-1, San Diego Buff Color	SF		162	162
10	Adjust Valve Box and Cover, MAG 391-1	EA		1	1
11	Adjust Manhole Frame and Cover	EA		1	1
12	Median Nose Transition, MAG 223	SF		7	7
13	5" Concrete Pavement, Class B, San Diego Buff Color	SY		40	40
14	Reset Existing Pullbox	EA	1		1
15	Remove Asphalt Pavement	SY	34	166	200
16	Remove Asphalt Pavement (Variable Depth Mill)	SY		592	592
17	Remove Concrete Curb	LF	173	461	634
18	Remove Concrete Sidewalk	SF		1378	1378
19	Remove Concrete Driveway	SF		141	141
20	Remove Concrete Header Curb	LF		56	56
21	Remove Traffic Signal Pull Box	EA		1	1
22	Relocate Telephone Pedestal	EA		1	1
23	Relocate CATV Box	EA		1	1
24	Relocate Traffic Signal Pull Box	EA		1	1

	N INTERNATIONAL s   planners   scientists East Rio Soldo Parkway Tempe, AZ 85281 SHEET TOTAL NO: SHEETS 4 21	PRELIMINARY 100% NOT FOR CONSTRUCTION OR RECORDING
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Ri	TOWN OF PARA ARIZO	ONA MPROVEMENTS
	PROJECT NO. 2	016-14 717 DWG SERIES NO.

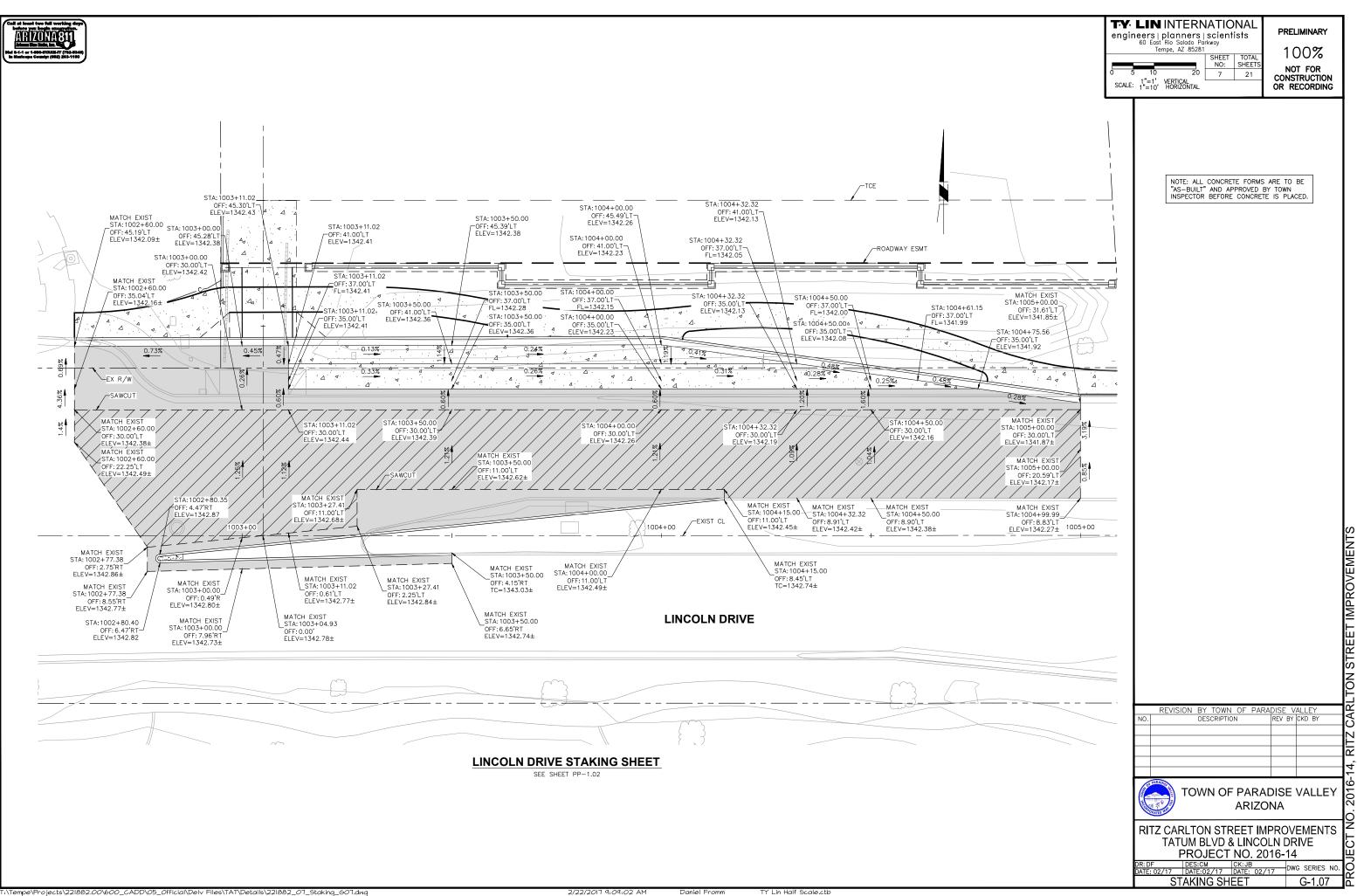
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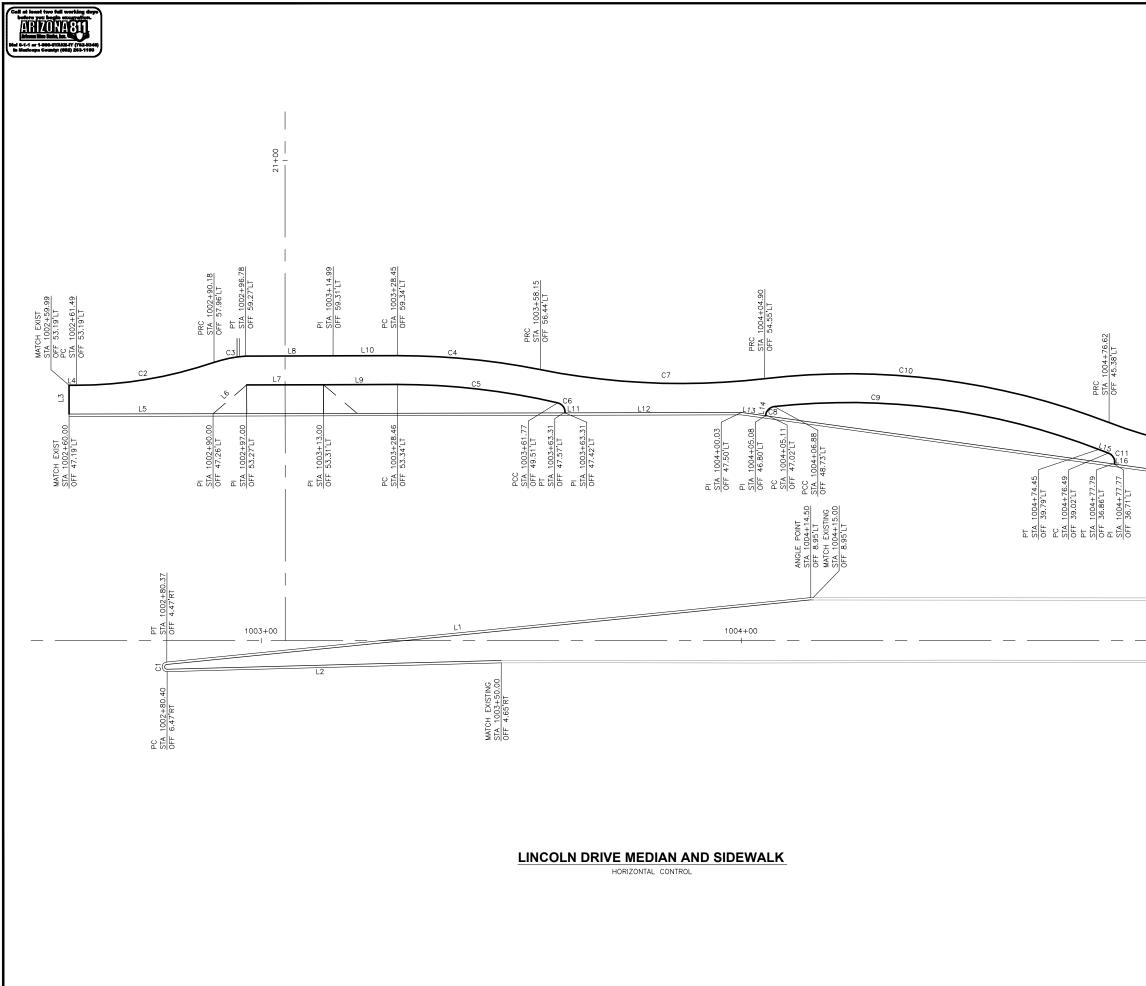


CARLTON STREET IMPROVEMENTS RITZ 2016-14, ECT N PROJI



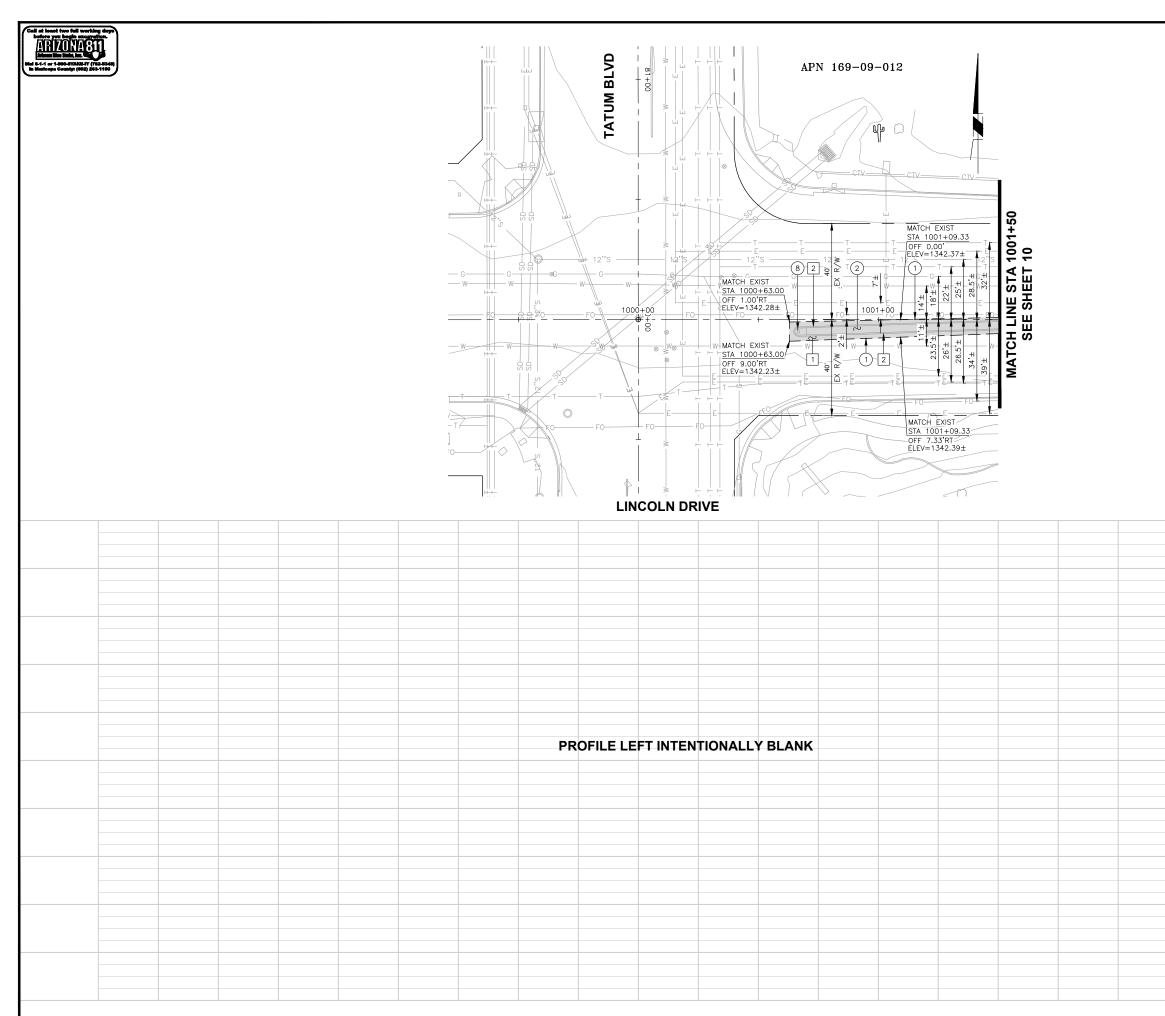
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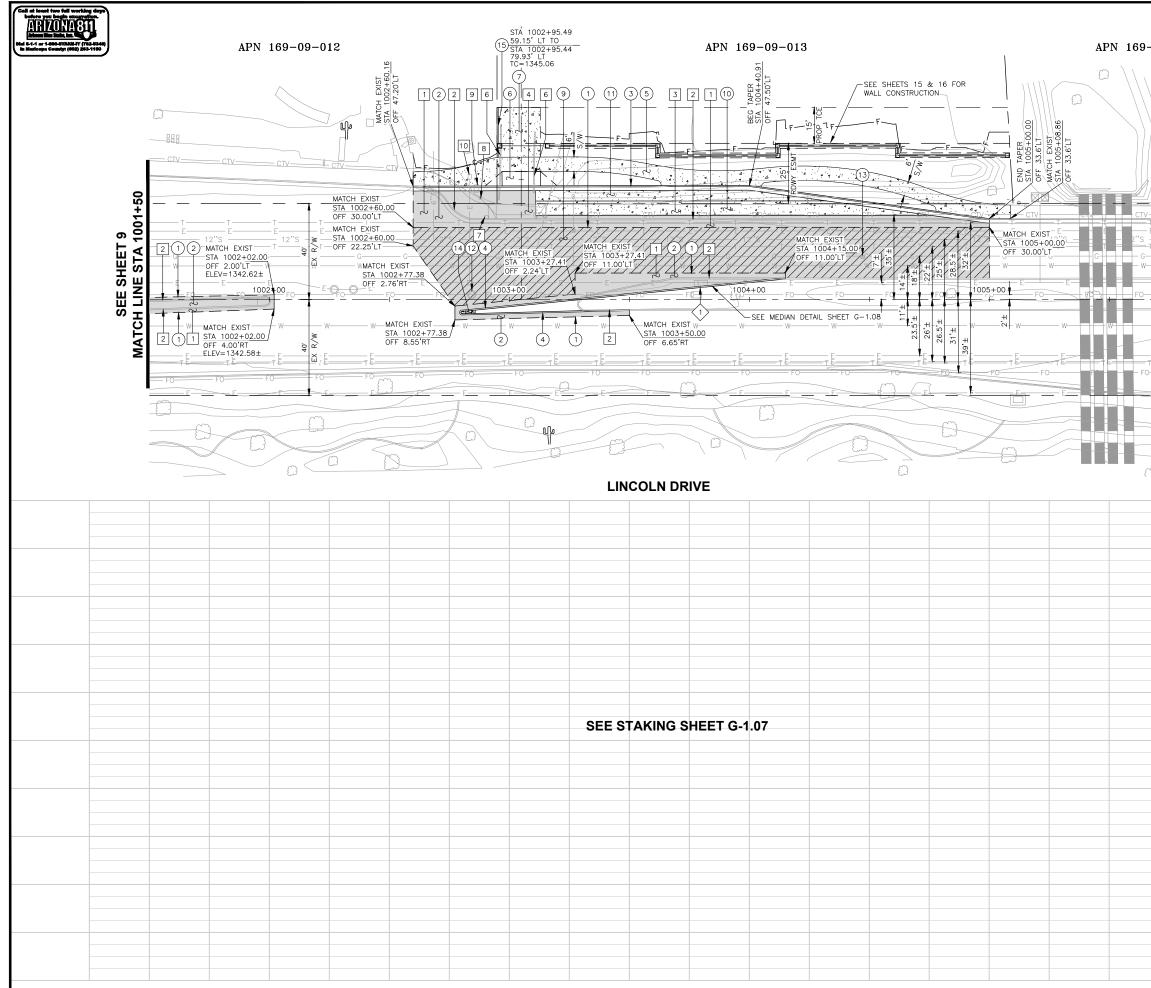
engi	Sector     Sector     Sector     Sector       5     10     20     Sector     Sector       5     10     20     Sector     NOT       5     10     20     Sector     NOT       6:     1"=1".     VERTICAL     NOT FOR       1"=10'     HORIZONTAL     OR     RECORDING
Plant     Plant       Plant	SIDEWALK         LINE/CURVE         DATA         TABLE           N0.         BEARING/DELTA         RADIUS         ELNGTH         TANGENT           L3         N00'09'08'         W         1.51'            C2         18'35'37'         P0.00'         29.21'         14'.73'           C3         14'52'25'         26.00'         6.75'         3.39'           L5         N 89'51'30''E          9.23'            L9         N 89'51'30''E          15.46'            L9         N 89'51'30''E          13.46'            L9         N 89'51'30''E          13.46'            L10         N 89'51'30''E          13.46'            L4         N 98'51'30''E          10.15'            C4         11'22:00''150.00'         28.89''14.99'         23.69'         11.1           L12         N 89'51'30''E          0.21''2''4E'''144'''14'''14'''14'''14''''14''''14''''''
	REVISION       BY       TOWN       OF       PARADISE       VALLEY         NO.       DESCRIPTION       REV       BY       CKD       BY         Image: Strategy of the strategy of
	TOWN OF PARADISE VALLEY ARIZONA RITZ CARLTON STREET IMPROVEMENTS TATUM BLVD & LINCOLN DRIVE
	PROJECT NO. 2016-14           DR: DF         DES: CM         CK: JB           DATE: 02/17         DATE: 02/17         DWG         SERIES NO           MEDIAN DETAIL         G-1.08

PROJECT NO. 2016-14, RITZ CARLTON STREET IMPROVEMENTS

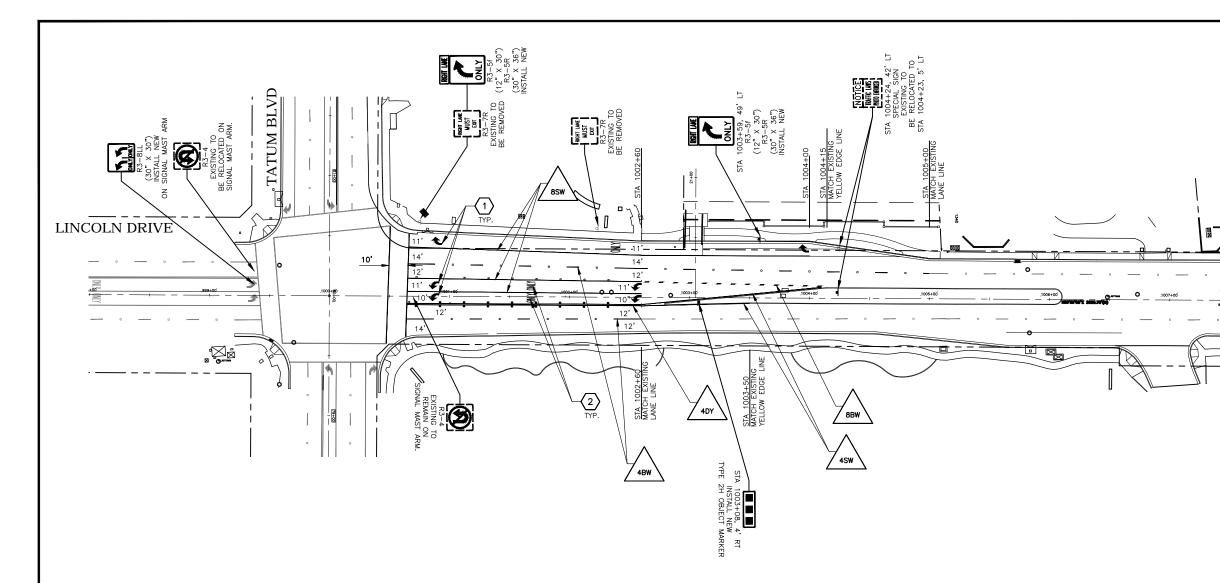


	TY- LIN INTERNATIONAL ngineers   planners   scientists 60 East Rio Salado Parkway Tempe, AZ 85281     PRELIMINAR       10     20     40     9     21       10     20     40     9     21       10     20     40     9     21       11     22'     VERTICAL HORZONTAL     NOT FOR CONSTRUCT OR RECORD	ION
	PAVING CONSTRUCTION NOTES	
	DESCRIPTION	UNIT
	SAWCUT 2' MIN EXISTING PAVEMENT TO NEAT CLEAN EDGE & MATCH     WITH PAVING PER TYPICAL SECTIONS	N.P.I.
	CONSTRUCT ASPHALT CONCRETE PAVEMENT PER PAVEMENT SECTION	71 SY
	(8) RESET EXISTING PULLBOX	1 EA
	REMOVAL/RELOCATE_NOTES	
	DESCRIPTION	UNIT
	1 REMOVE EXISTING ASPHALT PAVEMENT	34 SY
	2 REMOVE EXISTING CONCRETE CURB (VERT. C&G, ROLL OR SINGLE)	173 LF
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	REVISION BY TOWN OF PARADISE VALLEY	
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	TATUM BLVD & LINCOLN DRIVE	'' ° ŀ
	PROJECT NO. 2016-14	
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	PAVING AND PROFILE PP-1.	<u>. Uʻi</u>

ROJECT NO. 2016-14, RITZ CARLTON STREET IMPROVEMENTS



9-09-014	T:Y- LIN INTERNATIONAL engineers   planners   scientists 60 East Rio Salado Parkway Tempe, AZ 85281 0 10 20 40 SHEET TOTAL NOT FOR SCALE: 1"=20' VERTICAL SCALE: 1"=20' VERTICAL SCALE: 1"=20' VERTICAL SCALE: 1"=20' VERTICAL	DN
	PAVING         CONSTRUCTION         NOTES           DESCRIPTION         0         SAWCUT 2' MIN EXISTING PAREMENT TO NEAT CLEAN EDGE & MATCH           ①         SAWCUT 2' MIN EXISTING PAREMENT TO NEAT CLEAN EDGE & MATCH         0           ②         CONSTRUCT ASPHALT CONCRETE PAVEMENT PER TYPICAL SECTIONS ON SHEET G-1.05         0           ③         CONSTRUCT ASPHALT CONCRETE PAVEMENT PER MAG STD DET 220-1, TYPE 'A'         0           ④         INSTALL 4'' SINGLE VERTICAL CURB PER MAG STD DET 222, TYPE 'A'         0           ⑤         INSTALL 4'' SINGLE VERTICAL CURB PER MAG STD DET 222, TYPE 'A'         0           ⑤         INSTALL 4'' THICK CONC. SIDEWALK USE COLORED CONCRETE (SAN DIEGO BUFF) CONSTRUCT PER MAG STD DET 230         0           ⑥         CONSTRUCT DRIVEWAY ENTRANCE PER MAG STD DET 250-1 (SAN DIEGO BUFF)         OCONSTRUCT DRIVEWAY ENTRANCE PER MAG STD DET 250-1 (SAN DIEGO BUFF)           ⑦         CONSTRUCT VARIABLE DEPTH MILL PER TYPICAL SECTIONS ON SHEET G-1.05         0	UNIT N.P.I. 314 SY 241 LF 208 LF 1620 SF 162 SF 40 SY 592 SY 552 SY 1 EA 1 EA 7 SF
	2       REMOVE EXISTING CONCRETE CURB (VERT. C&G, ROLL OR SINGLE)         3       REMOVE EXISTING CONCRETE SIDEWALK         4       REMOVE EXISTING DRIVEWAY	21 LF UNIT 166 SY 461 LF 1378 SF 141 SF 592 SY 56 LF 1 EA 1 EA 1 EA 1 EA 1 EA
	REMOVAL/RELOCATE       BY       OTHERS       NOTES         DESCRIPTION       1       RELOCATE       EXISTING       PULL       BOX - STA 1004+18, OFF=6.5'LT	UNIT 1 EA
	REVISION BY TOWN OF PARADISE VALLEY         NO.       DESCRIPTION       REV BY       CKD BY         Image: Colspan="2">Image: Colspan="2"         NO.       DESCRIPTION       REV BY       Image: Colspan="2">Image: Colspan="2"         Image: Colspan="2"       Image: Colspan="2"         Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"         Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"         Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"         Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"       Image: Colspan="2"	
	RITZ CARLTON STREET IMPROVEMEN TATUM BLVD & LINCOLN DRIVE PROJECT NO. 2016-14 DR: DF DES:CM CK: JB DATE: 02/17 DATE:02/17 DATE: 02/17 DWG SERIES PAVING AND PROFILE PP-1.0	TS NO. 02



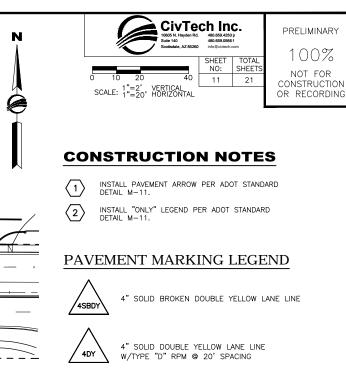
#### **SIGNING AND MARKING NOTES:**

- ALL PAVEMENT MARKINGS, SIGNING AND WORK ZONE TRAFFIC CONTROL TYPE AND LAYOUT NEED TO CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, HTTP://MUTCD.FHWA.DOT.GOV/INDEX.HTM.
- WORK ZONE TRAFFIC CONTROL NEEDS TO CONFORM TO THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL AND/OR AS DIRECTED BY THE TOWN PUBLIC WORKS DEPARTMENT.
- 3. SIGNS ARE TO BE INSTALLED ON TELESPAR PREPUNCHED SQUARE STEEL TUBING POSTS PER DETAILS ON SM02.
- 4. DIMENSIONS TO SIGNS NEED TO INCLUDE THE SIGN POST, OR IN THE CASE OF MULTIPLE POSTS, THE PLAN VIEW CENTER OF THE SIGN.
- ALL PAVEMENT SYMBOLS, ARROWS AND LEGENDS SHALL BE TYPE 1 PERMANENT, HIGH PERFORMANCE PREFORMED PAVEMENT TAPE. (TAPE MUST PERFORM AS 3M 380I-ES SERIES OR EQUIVALENT.)
- 6. RAISED PAVEMENT MARKERS (RPMS) SHALL BE INSTALLED PER ADOT STANDARD DRAWING M-19, WITH A TOWN APPROVED BITUMINOUS ADHESIVE.
- ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY SANDBLASTING, HYDROBLASTING OR GRINDING PRIOR TO THE INSTALLATION OF NEW PAVEMENT MARKINGS. REMOVALS SHALL BE TO THE SATISFACTION OF THE TOWN INSPECTOR.
- 8. ASTM TYPE IV SHEETING (MINIMUM) SHALL BE USED FOR ALL WARNING AND REGULATORY AND STREET NAME SIGNS.
- 9. THE CONTRACTOR IS RESPONSIBLE FOR LAYOUT OF ALL PAVEMENT MARKINGS. PAVEMENT MARKING LAYOUT SHALL BE APPROVED BY TOWN INSPECTOR PRIOR TO THE APPLICATION OF THE FINAL PRODUCT. ALL PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, DETAILS AND STANDARDS WHEN INSTALLING PAVEMENT STRIPING, MARKING AND MARKERS.

APPROXIMATE PAVEMENT MARKING QUANTITIES							
ITEM DESCRIPTION	UNIT	TOTAL					
WHITE THERMOPLASTIC (90 MIL) (4" EQUIVA	L.FT.	2350					
YELLOW THERMOPLASTIC (90 MIL) (4" EQUIN	L.FT.	640					
RAISED PAVEMENT MARKERS – TYPE D	EACH	32					
RAISED PAVEMENT MARKERS – TYPE G	EACH	36					
PAINTED MEDIAN NOSE	EACH	1					
TYPE I PERMANENT PAVEMENT TAPE	SINGLE ARROW	EACH	6				
TIPE I PERMANENT PAVEMENT TAPE	"ONLY" LEGEND	EACH	3				
	4" STRIPE	L.FT.	1,110				
OBLITERATE EXISTING PAVEMENT MARKING	12" STRIPE	L.FT.	190				
	ARROW OR BIKE LEGEND	EACH	6				

PAVEMENT MARKING QUANTITIES REFLECT 4" EQUIVALENTS.

APPROXIMATE SIGN QUANTITIES					
DESCRIPTION	UNITS	QUANTITIES			
SIGN POST	L.F.	23			
ANCHOR FOR SIGN POST	EACH	3			
REGULATORY, WARNING, OR MARKER SIGN PANEL	SQ.FT.	30			
REMOVE AND SALVAGE EXISTING SIGN, POST AND FOUNDATION	EACH	2			
RELOCATE SIGN ASSEMBLY	EACH	1			
OBJECT MARKER ASSEMBLY (DETAIL ON SM02)	EACH	1			





8" SOLID WHITE LANE LINE



4" SOLID WHITE LANE LINE



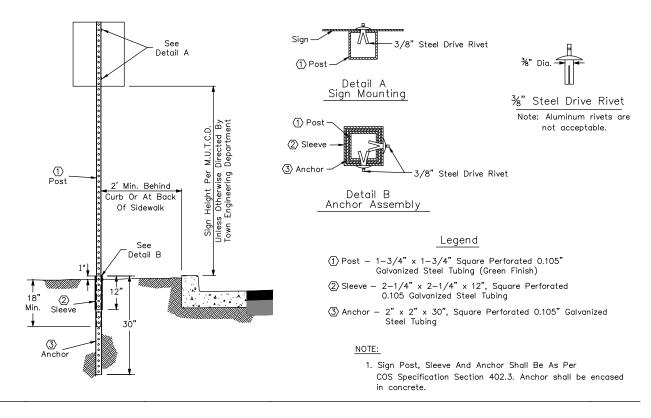
4" BROKEN WHITE LINE, 10' LINE SEGMENT W/ 30' GAP



8" BROKEN WHITE LINE, 3' LINE SEGMENT W/ 9" GAP

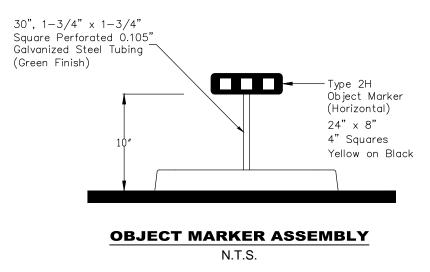
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# SIGN POST INSTALLATION DETAIL

N.T.S.

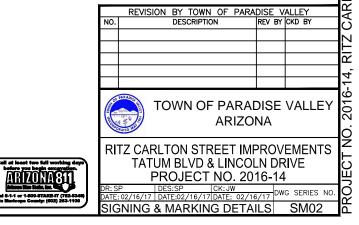


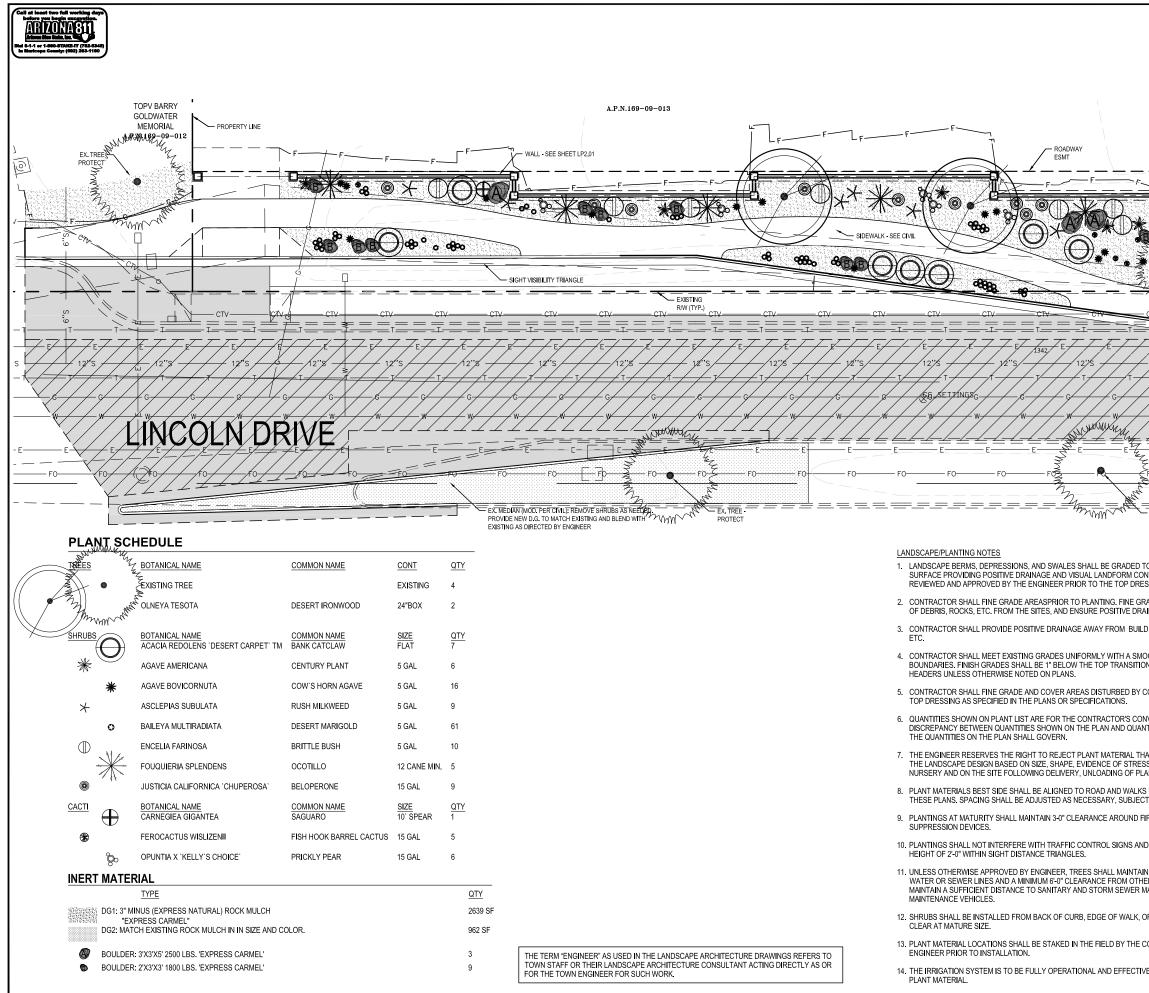


PRELIMINARY

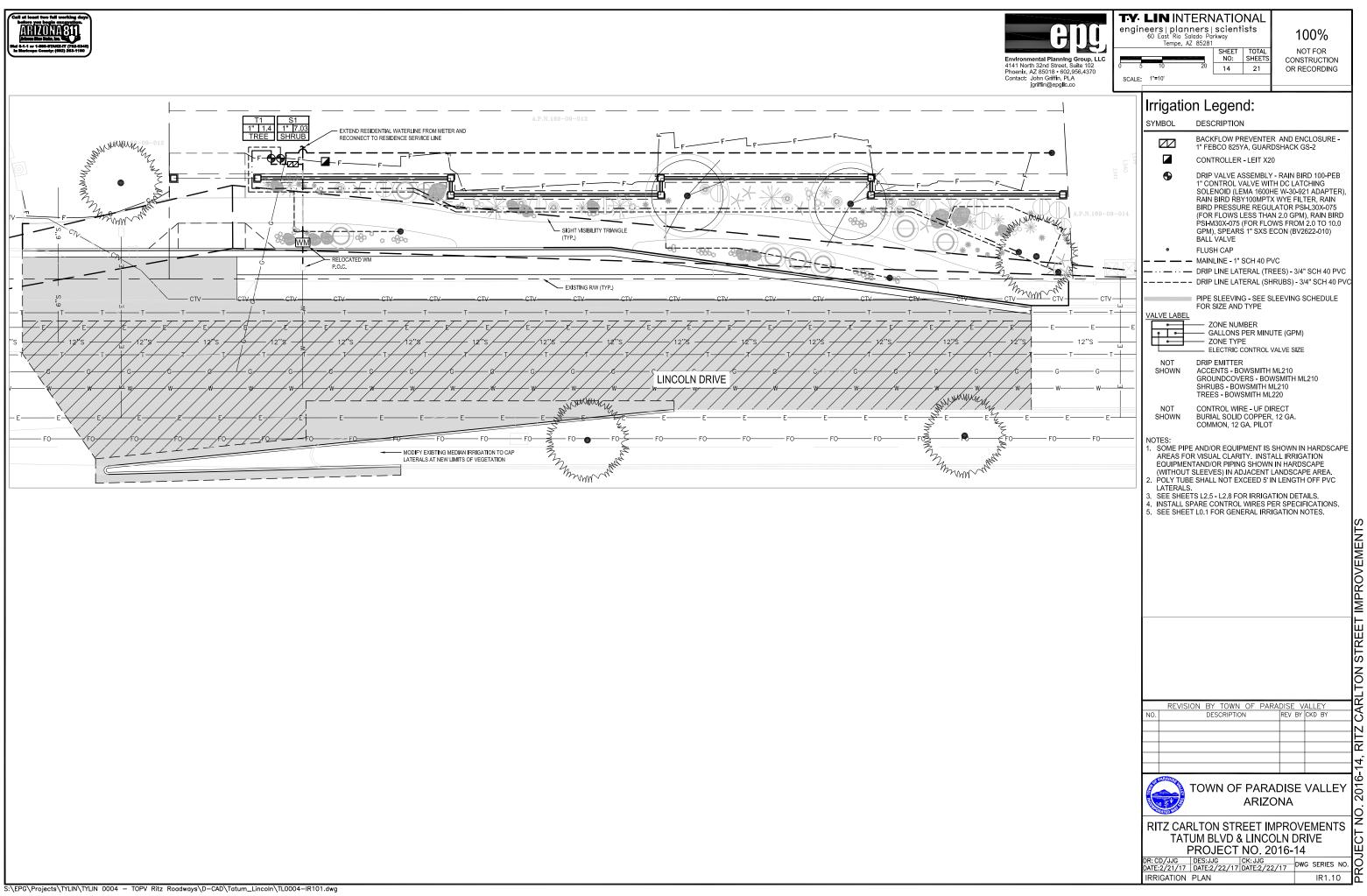
100% NOT FOR CONSTRUCTION OR RECORDING

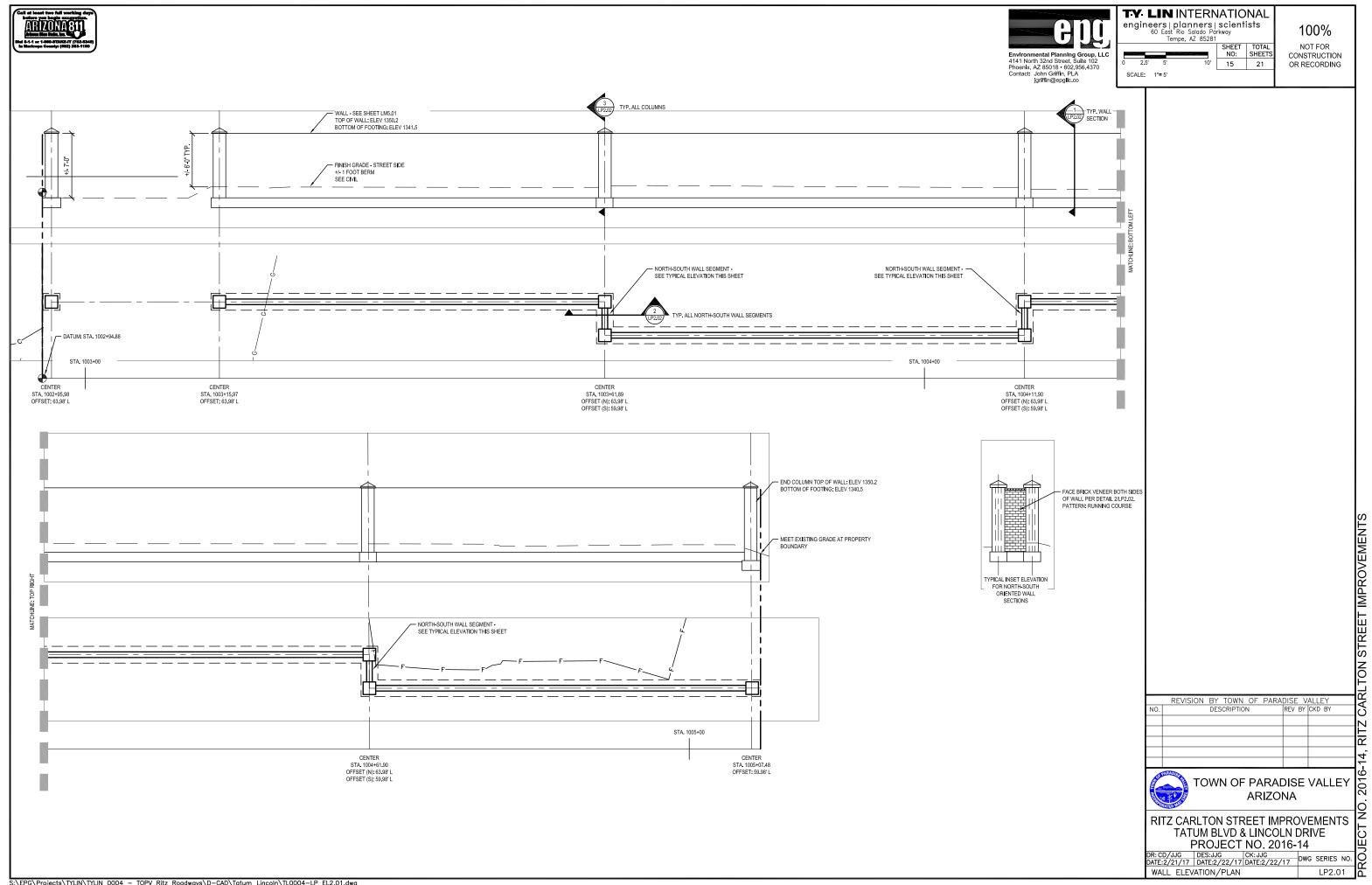
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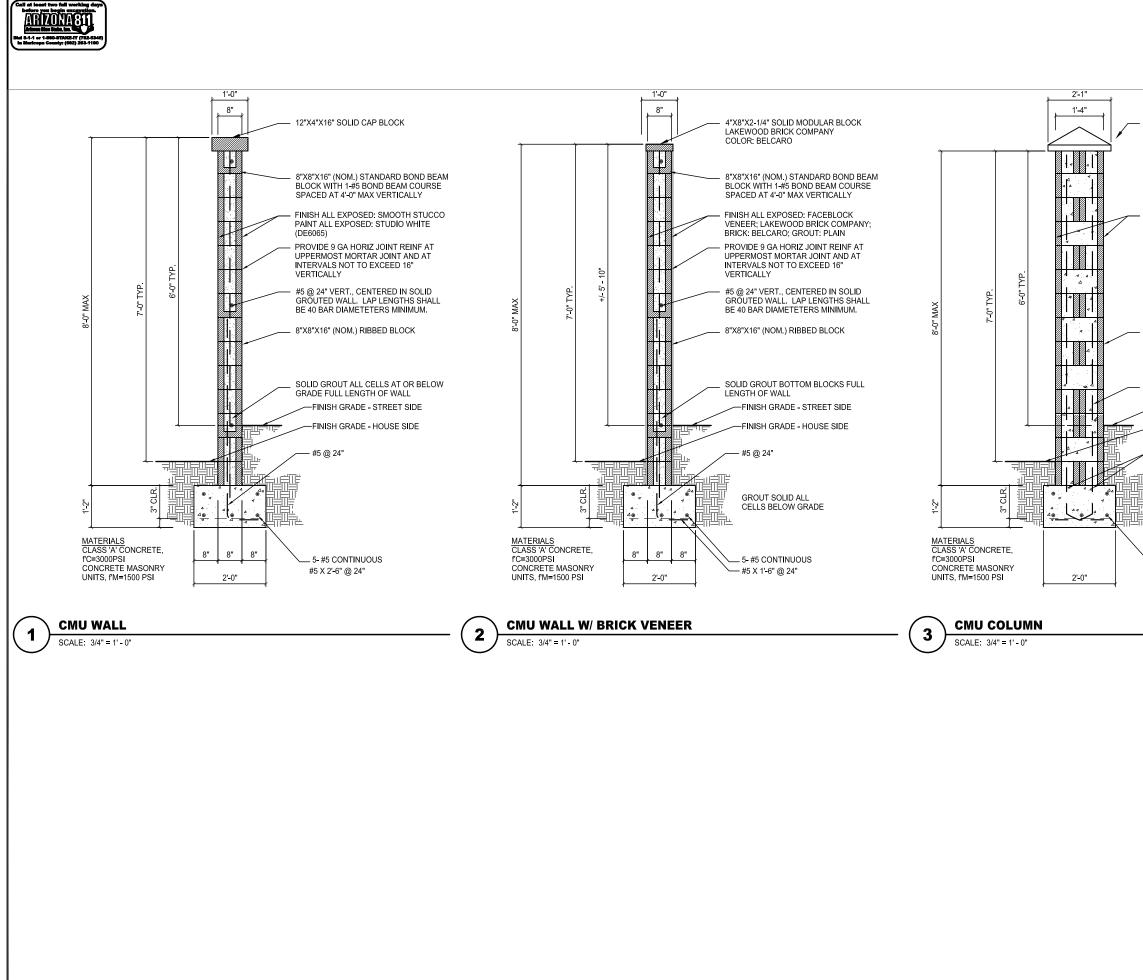


Environmental Planning Group, LLC 4141 North 32nd Street, Suite 102	T.Y. LI enginee 60	IN INTER rs   planners East Rio Salado F Tempe, AZ 8528	s   scient Parkway 31 SHEET NO:	ists TOTAL SHEETS	NC CONS	00% OT FOR STRUCTION	
Phoenix, AZ 85018 • 602.956.4370 Contact: John Griffin, PLA jgriffin@epglic.co	SCALE: 1"	=10'	13	21	OR R	ECORDING	
jgriffin@epglic.co PROPERTY LINE							
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TO A SMOOTH, FLOWING, ROUNDED INTINUITY. ROUGH GRADE IS TO BE ESSING TO ESTABLISH FINAL GRADE. RADING SHALL INCLUDE THE REMOVAL AINAGE. .DINGS, WALLS, UTILITY EQUIPMENT, IOOTH TRANSITION AT PROJECT ON OF ADJACENT WALKS AND							
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HAT DOES NOT SATISFY THE INTENT OF SS, OR IMPROPER CARE BOTH AT THE LANT MATERIAL AND PLANTING.							
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ND SHALL MAINTAIN A MAXIMUM							
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CARLTON STREET IMPROVEMENTS RITZ 4 ٺ ل Ō ž ECT

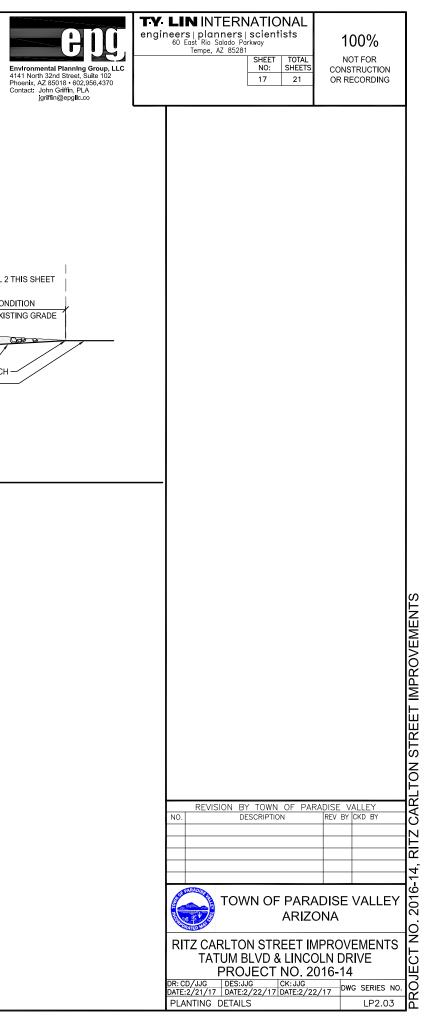


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5.#5 CONTINUOUS         (2) #5 X 2-6"         REVISION BY TOWN OF PARADISE VALLEY         NO.       DESCRIPTION         REV BY       CKD BY         OL       DESCRIPTION         REV BY       CKD BY         TOWN OF PARADISE VALLEY         NO.       DESCRIPTION         REV BY       CKD BY         DESCRIPTION       REV BY         CONTRACT       REV BY         RITZ CARLTON STREET IMPROVEMENTS         TATUM BLVD & LINCOLN DRIVE         PROJECT NO. 2016-14         DR: CD/JUG       DESCHOC	(4) #5 REBAR									
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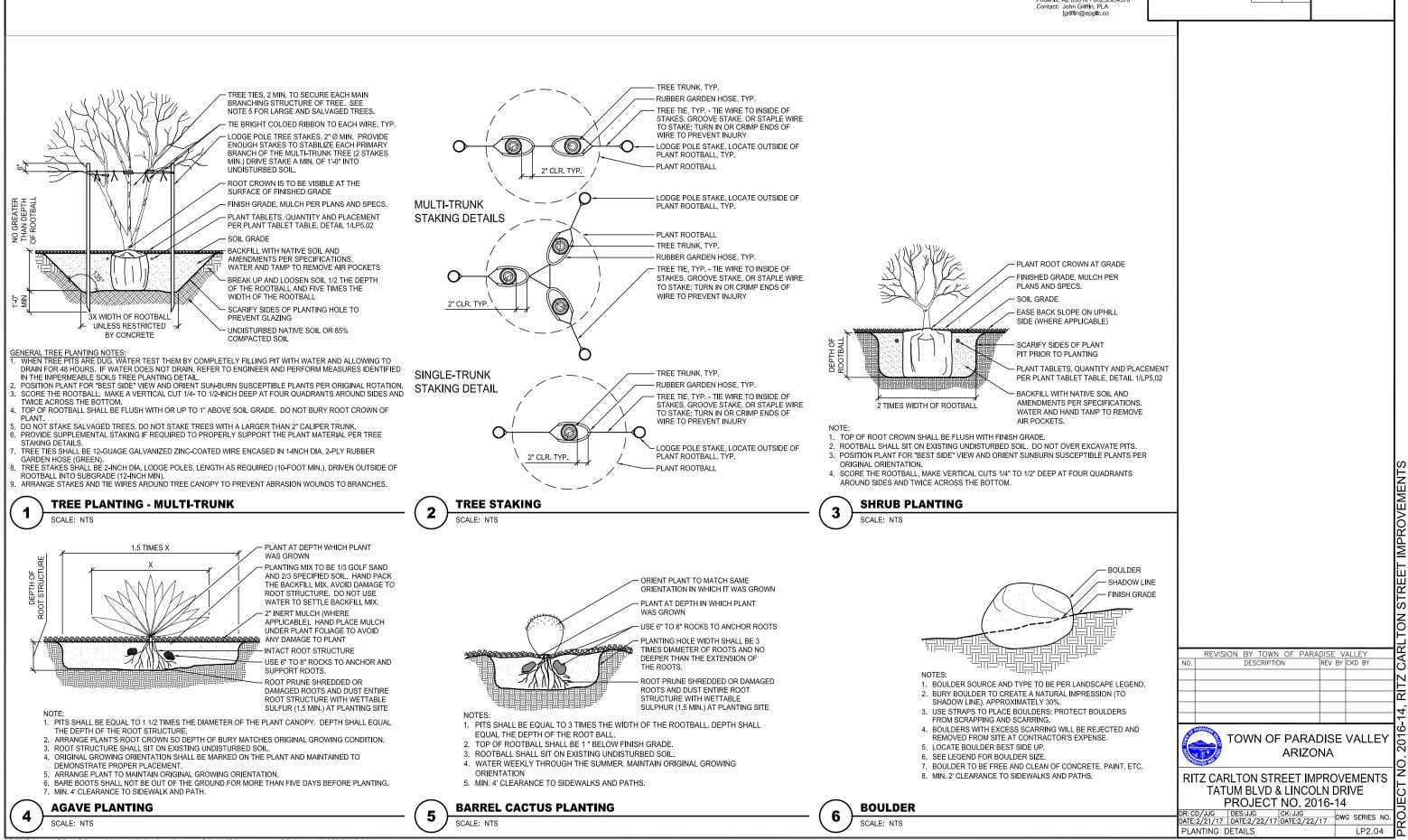
PROJECT NO. 2016-14, RITZ CARLTON STREET IMPROVEMENTS

	- ADJACENT CONC. HEADER OR PAVING, SEE PLANS - DG MULCH	
PLANTING TABLETS           CONTAINER SIZE         1 GAL         2 GAL         3 GAL         5 GAL         7 GAL         15 GAL         ≥ 24" BOX           APPLICATION RATE         1 TAB         1-2 TABS         2-3 TABS         2-3 TABS         3-5 TABS         7-10 TABS         15-24 TABS           INSTALLATION:         1.         POSITION PLANT IN THE HOLE.         15         10		ROCK MULCH, SEE DETAIL
<ol> <li>BACKFILL HALFWAY UP THE ROOTBALL.</li> <li>PLACE TABLET(S) BESIDE THE ROOTBALL ABOUT 1 INCH FROM ROOT TIPS.</li> <li>COMPLETE BACKFILL, TAMP AND WATER.</li> </ol>	NOTES: 1. SEE LEGEND ON PLANS FOR SIZE AND COLOR OF DG. 2. PRE-EMERGENT SHALL BE APPLIED TO SUBGRADE BEFORE INSTALLATION OF DG. 3. FINAL APPLICATION OF PRE-EMERGENT SHALL BE APPLIED TO FINISH GRADE AFTER INSTALLATION OF DG IS RAKED SMOOTH AND UNIFORM.	
1) PLANT TABS SCALE: NTS	- (2) ROCK MULCH PLACEMENT SCALE: NTS	- (3) ROCK MULCH TRANSITION SCALE: NTS
IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS AND SHALL BE LOCATED AS SHOWN ON THE DETAILS. CONTRACTOR SHALL REPORT DISCREPANCIES BETWEEN ACTUAL AND PROPOSED SITE CONDITIONS TO THE ENGINEER. DO NOT PROCEED WITH WORK UNTIL SAID DISCREPANCIES ARE RESOLVED. 3. THERE SHALL BE NO IRRIGATION SUBSTITUTIONS, TYPE, SIZE, OR QUANTITY DEVIATIONS FROM THE IRRIGATION PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER.	<ul> <li>SHALL BE NO SMALLER THAN 12 GAUGE. RUNS OF WIRE TO BE CONTINUOUS WITH NO SPLICES (EXCEPT IN THE VALVE BOXES WHERE VALVES ARE LOCATED). RUNS SHALL NOT EXCEED 1500 FEET IN LENGTH FOR 12 GAUGE.</li> <li>15. ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES AND CONTROLLER ENCLOSURES.</li> <li>16. CONNECTIONS TO REMOTE CONTROL VALVES AND SPLICES SHALL BE MADE WITH DBY-6 DIRECT BURY SPLICE KITS AS MANUFACTURED BY RAIN BIRD PENTITE CONNECTORS OR APPROVED EQUAL UNLESS OTHERWISE NOTED.</li> <li>17. PIPING TO BE SCHEDULE 40 PVC, WITH SOLVENT WELDED JOINTS UNLESS OTHERWISE NOTED. THE IRIGATION MAINLINE SHALL BE SCHEDULE 40 PVC PIPE WITH SCHEDULE 80 FITTINGS UNLESS OTHERWISE NOTED. DAIP LINE LATERALS SHALL BE 3/4' DIAMETER, UNLESS OTHERWISE NOTED. CONTROL MENG SHALL BE AJACENT TO THE</li> </ul>	
CONTRACTOR SHALL BE RESPONSIBLE FOR IRRIGATION COVERAGE TO PLANT MATERIAL.     IRRIGATION PLAN IS SCHEMATIC. PIPING, VALVES, CONTROLS, OUTLET DEVICES (SPRINKLERS, EMITTERS, ETC.), AND     RELATED MATERIAL SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS, ASTM STANDARDS, THE     IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS AND SHALL BE LOCATED AS SHOWN ON THE DETAILS.     CONTRACTOR SHALL REPORT DISCREPANCIES BETWEEN ACTUAL AND PROPOSED SITE CONDITIONS TO THE     ENGINEER. DO NOT PROCEED WITH WORK UNTIL SAID DISCREPANCIES ARE RESOLVED.     THERE SHALL BE NO IRRIGATION SUBSTITUTIONS, TYPE, SIZE, OR QUANTITY DEVIATIONS FROM THE IRRIGATION PLANS     WITHOUT PRIOR APPROVAL FROM THE ENGINEER.     CONTRACTOR SHALL COORDINATE IRRIGATION INSTALLATION WITH THE WORK OF OTHER CONTRACTORS AND     PROTECT THE WORK OF OTHER CONTRACTORS/TRADES. CONTRACTOR IS RESPONSIBLE FOR DAMAGES RESULTING     FROM HIS ACTIONS.	<ul> <li>BOXES WHERE VALVES ARE LOCATED). RUNS SHALL NOT EXCEED 1500 FEET IN LENGTH FOR 12 GAUGE.</li> <li>15. ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES AND CONTROLLER ENCLOSURES.</li> <li>16. CONNECTIONS TO REMOTE CONTROL VALVES AND SPLICES SHALL BE MADE WITH DBY-6 DIRECT BURY SPLICE KITS AS MANUFACTURED BY RAIN BIRD PENTITE CONNECTORS OR APPROVED EQUAL UNLESS OTHERWISE NOTED.</li> <li>17. PIPING TO BE SCHEDULE 40 PVC, WITH SOLVENT WELDED JOINTS UNLESS OTHERWISE NOTED. THE IRRIGATION MAINLINE SHALL BE SCHEDULE 40 PVC VIEW WITH SCHEDULE 80 FITTINGS UNLESS OTHERWISE NOTED. DRIP LINE LATERALS SHALL BE 3/4" DIAMETER, UNLESS OTHERWISE NOTED. CONTROL WRING SHALL BE ADJACENT TO THE MAINLINE.</li> <li>18. PVC SOLVENT WELD FITTINGS SHALL BE LASCO, SPEARS, DURA, OR APPROVED EQUAL. PRIME SOLVENT WELD FITTINGS BEFORE GLUING. SOLVENT CEMENT SHALL BE CHRISTY'S BRAND RED HOT BLUE AND PRIMER SHALL BE CHRISTY'S PURPLE PRIMER.</li> </ul>	
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60 East Rio Salado Parkway Tempe, AZ 85281

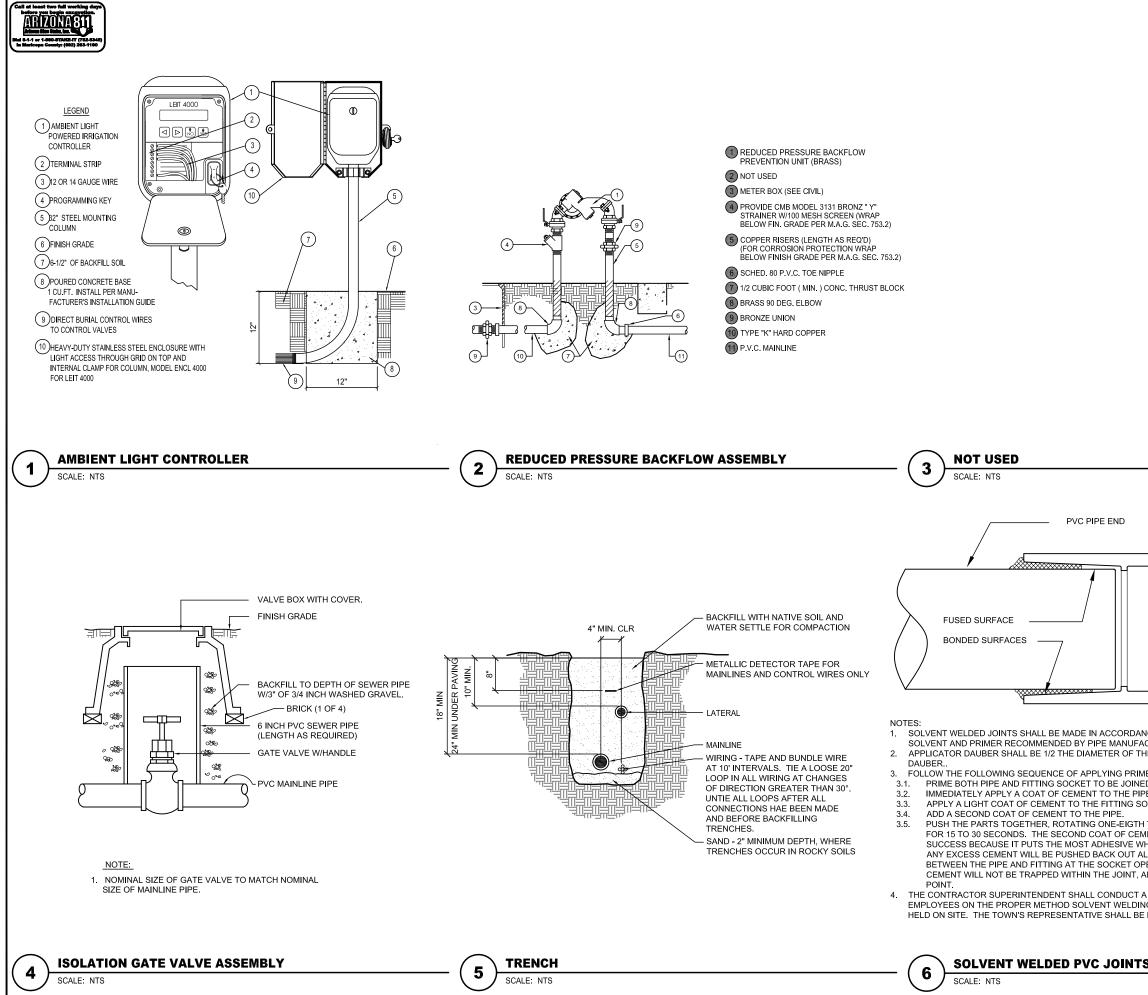
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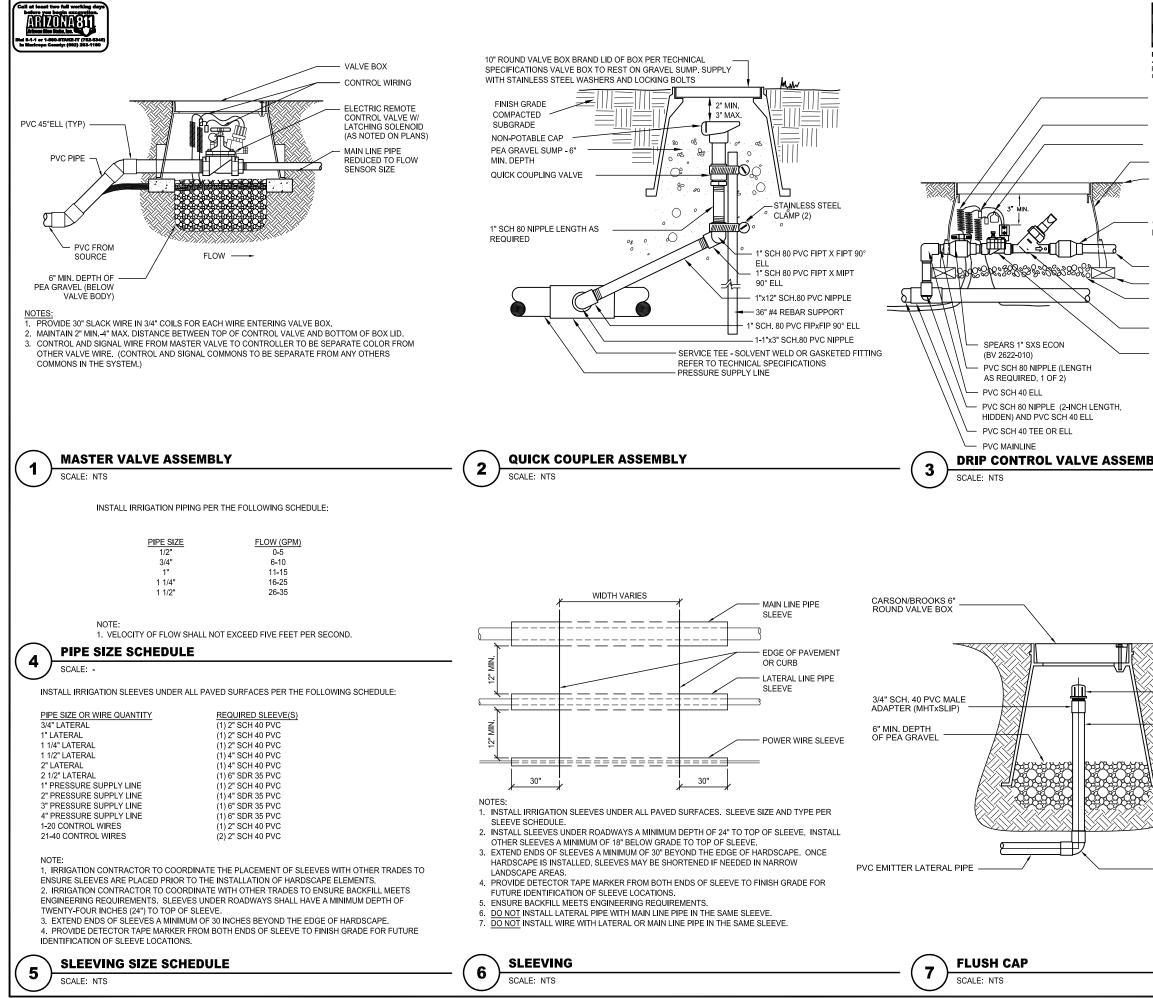
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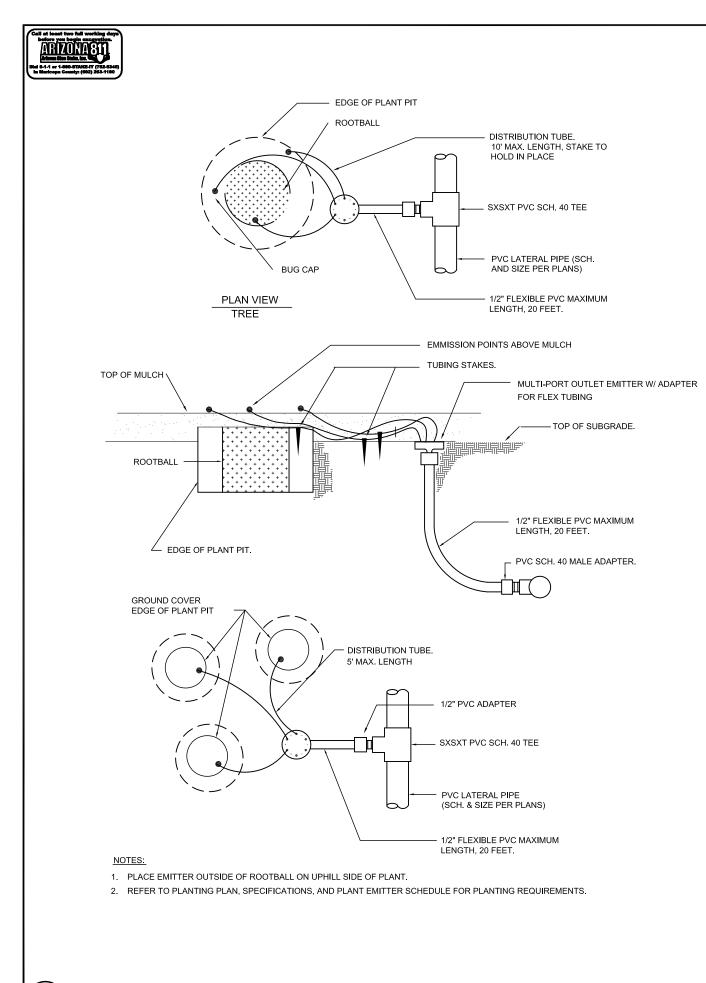
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Environmental Planning Group, LLC 4141 North 32nd Street, Suite 102 Phoenix, AZ 85018 • 602.956.4370 Contact: John Griffin, PLA jgriffin@epglc.co

### TY LIN INTERNATIONAL engineers | planners | scientists 60 East Rio Salado Parkway Tempe, AZ 85281

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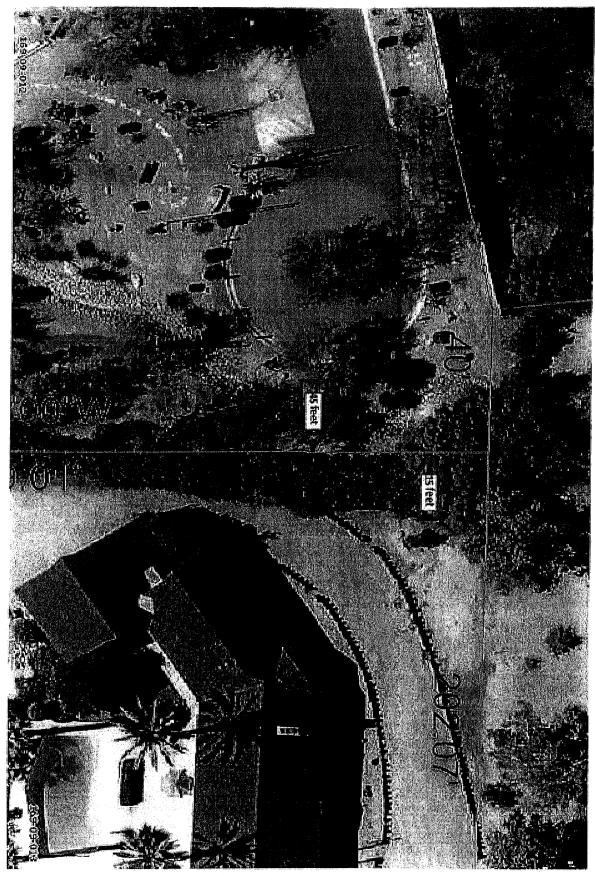
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### EXHIBIT D

Graphic of Gate Area:

[Attach the Gate Area Graphic]

"Exhibit D to Insalata Agreement"





### Action Report

### File #: 17-067

### TO: Mayor Collins and Town Council Members

- FROM: Kevin Burke, Town Manager Peter Wingert, Chief of Police
- DATE: March 9, 2017

**DEPARTMENT:** Police Department

#### AGENDA TITLE:

Adoption of Resolution Number 2017-03; Reducing the Speed Limit on Invergordon Rd **Council Goals or Other Policies / Statutory Requirements:** 

- Improve Public Safety Services including prevention, enforcement, communication and community/victim outreach.
- Maintain and Improve the Paradise Valley quality of life.

### **RECOMMENDATION:**

Adopt Resolution Number 2017-03: reducing the speed limit on Invergordon Rd. between McDonald Dr. and 700' north of McDonald Dr. to 25mph on Monday through Friday from 7:30 to 8:30 a.m. and 2:30 to 3:30 p.m.

### SUMMARY STATEMENT:

Arizona Revised Statute 28-703 and Paradise Valley Town Code 11-2-1 allow Town Council to set speed limits on streets by resolution.

In 1977, the Paradise Valley Town Council adopted Resolution 227, which set the speed limit on Invergordon Road for 700 feet north of McDonald Drive at 25-miles per hour (mph) due to school and church traffic in the vicinity. At that time, a school was located at 6050 McDonald Drive. This action was taken pursuant to a traffic and engineering investigation.

In 1985, the Paradise Valley Town Council adopted Resolution 472, which set the speed limit on Invergordon Road for 700 feet north of McDonald Drive at 25-mph due to church and school traffic in the vicinity. A school was located at 6050 McDonald Drive. A traffic and engineering investigation was required prior to the establishment of a speed zone.

In 2009, after the school located at 6050 Invergordon Road had closed, the Paradise Valley Town Council rescinded Resolutions 227 and 472 by the passage of Resolution 1192. The Montessori Academy is located on Invergordon Road between McDonald Drive and Lincoln Drive. The Montessori Academy has been operating at this location since 2012. In 2012, the Paradise Valley Engineer authorized the placement of 15-mph signs by the Montessori Academy for one hour during "drop off" and "pick up" times, five days a week. The signs were to be placed and removed in the roadway by Montessori employees. No formal traffic investigation was completed and no Town Council action was taken prior to the reduction of the speed limit by the Engineer.

A request for enforcement of the 15-mph speed limit was placed by a concerned citizen. At this time, it was determined that the 15-mph speed limit could not be legally enforced because no formal Council action had set the speed limit. To comply with Arizona Revised Statute 28-703, a traffic investigation on Invergordon Road was conducted to recommend the appropriate speed limit and speed limit signage for the area.

The EPS Group was contracted to provide the traffic analysis on Invergordon Road. The traffic investigation determined that Invergordon Road:

- has the capacity for the amount of vehicles traveling on it daily.
- sees traffic with higher speeds south and north of the school.
- sees a significant reduction of speeds during the morning and evening school peak hours.
- the 85<sup>th</sup> percentile speed generally falls within the 5 mph range from the posted speed limit, except for the section north of the school, which has an 85<sup>th</sup> percentile over 10mph above the 35-mph speed limit.
- suggests minimal pedestrian traffic occurs in this area.

The traffic analysis completed by the EPS Group recommends:

- the speed limit be reduced to 25 mph in the area of the 6050 N. Invergordon Rd. between 7:30am and 8:30am and again between 2:30pm and 3:30pm, Monday through Friday.
- two (2) Yellow school signs, one for southbound traffic at Keim Drive and one just north of McDonald Drive for northbound traffic.
- two (2) 25 mph signs with Monday-Friday sub-signs and 7:30-8:30 AM and 2:30-3:30 PM subsigns.

This project was heard by ACOPS and received unanimous support on November 15, 2016.

The passage of Resolution 2017-03 would enact the recommendation of the traffic analysis.

### BUDGETARY IMPACT: Approximately \$500 in materials and labor.

ATTACHMENT(S): 1. Powerpoint titled "022317 Invergordon Traffic Investigation"

- 2. Word Document titled "Resolution 2017-03 final"
- 3. Traffic analysis completed by EPS Group

### **TOWN OF PARADISE VALLEY**

### Invergordon Traffic Investigation



# Key Questions

- Does the Town Council wish to create a safety zone in front of the Montessori Academy?
- 2. What is the appropriate speed limit for the section of Invergordon Road in front of the Montessori Academy?



### Speed History on Invergordon

- In 1977 Town Council passed Resolution 227, reducing the speed limit to 25mph for 700' north of Invergordon Dr./McDonald Dr.
- In 1985 Town Council passed Resolution 472, reducing the speed limit to 25mph for 700' north of Invergordon Dr./McDonald Dr.
- In 2009 Town Council repealed Resolutions 227 and 472 by passing Resolution 1192 after the school at 6050 N. Invergordon Dr. closed.
- In 2012 the Montessori Academy opened at the location.



### Request for Speed Enforcement

- In 2016 Police Department receives request to enforce the 15mph speed limit in front of Montessori Academy.
- Staff determined the speed limit had never been formally adopted by the Town Council.
- PVPD was not able to enforce the 15mph limit.



### Traffic Investigation

- EPS Group consulted to complete traffic investigation to determine proper speed.
- Traffic investigation recommends the speed limit:
  - reduced to 25 mph in the area of the Montessori
     Academy on Monday through Friday
    - between 7:30am and 8:30am



• between 2:30pm and 3:30pm

## Traffic Signage

- Two (2) yellow school signs
  - one for southbound traffic at Keim Drive
  - one just north of McDonald Drive for northbound traffic
- Two (2) 25 mph signs
  - with Monday-Friday sub-signs
  - 7:30-8:30 AM & 2:30-3:30 PM sub-



signs





### Signage Depiction & Cost



- 2 School Ped Crossing
   \$190 total
- 2 "School" signs
   \$28 total
- 2 School Speed Limit
   \$192 total
- Total cost with tax
  - \$445.26 materials

# Key Questions

- Does the Town Council wish to create a safety zone in front of the Montessori Academy?
- 2. What is the appropriate speed limit for the section of Invergordon Road in front of the Montessori Academy?



## Questions or Comments?









### Memo: Invergordon Road / Montessori Academy – Traffic Analysis

Date:	12/21/16
TO:	Chief Peter Wingert, Paradise Valley Police Department
FROM:	Eric Maceyko, P.E., PTOE
	Bryan A. Martin, P.E.

#### **INTRODUCTION**

The Town of Paradise Valley is evaluating the travel speeds and potential for changes to the existing posted speed limit signing on Invergordon Road within the vicinity of the Montessori Academy. Montessori Academy is a private preschool and public kindergarten to 8<sup>th</sup> Grade charter school with an enrollment of more than 200 students.

The school currently experiences a typical morning arrival and afternoon dismissal peak period of traffic generation. The current practice of the Montessori Academy is to place two (2) 15 mph speed limit signs in the center of Invergordon Road, one each in the northbound and southbound directions in advance of the school driveways during the peak arrival and dismissal hours.

EPS Group has been retained to conduct a Traffic Analysis to evaluate current traffic conditions and recommend the appropriate posted speed limit signing.

Invergordon Road / Montessori Academy Traffic Analysis Page 2 of 13

### **STUDY AREA**

**Figure 1** provides a map of the study area. The existing Montessori Academy is located on the west side of Invergordon Road approximately 500 feet north of McDonald Drive. Within the study area, Invergordon Road is a straight, flat undivided north-south roadway consisting of one travel lane in each direction with a posted speed limit of 35 mph. There are also bike lanes in both directions. A continuous sidewalk is only present on the east side of Invergordon Road and no school crossing currently exists.

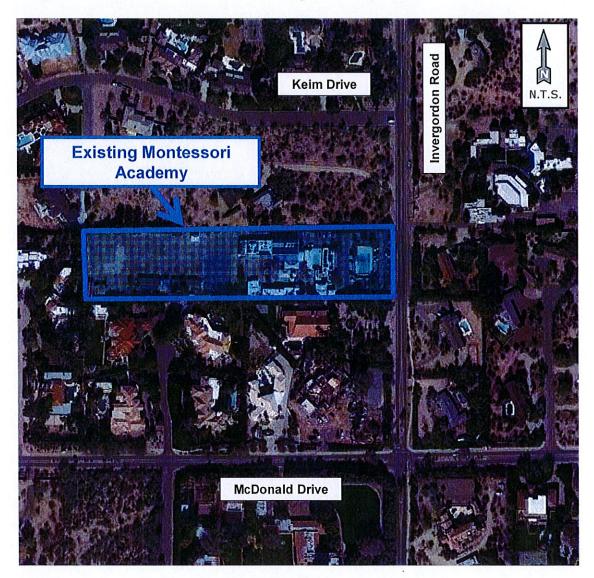


Figure 1: Study Area

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The existing Montessori Academy provides access to Invergordon Road via one (1) full access ingress-only driveway to the north and one (1) full access egress-only driveway to the south. The driveways are separated by a distance of approximately 160 feet. No right or left-turn deceleration lanes are present for either access. There is an offset driveway on the east side of Invergordon Road just north of the Montessori Academy ingress-only driveway. This driveway serves the Calvary Church of the Valley property. **Figure 2** provides a close-up view of the current school access on Invergordon Road.

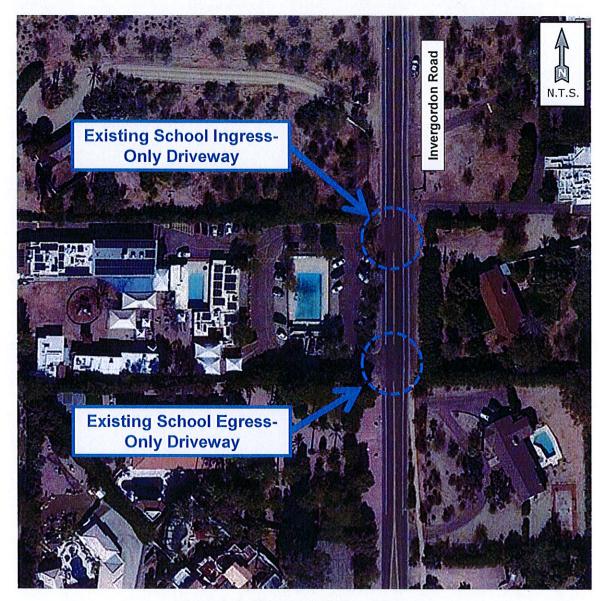


Figure 2: Current School Access

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### TRAFFIC DATA

Current traffic volume and travel speed data was collected for a 24-hour period on Tuesday, 15 November 2016. The peak hours of traffic on Invergordron Road generally occurred from 8:00 to 9:00 AM and 5:00 to 6:00 PM. The designated school drop-off time is from 8:00 to 8:30 AM, and pick-up times are from 2:50 to 3:15 PM and 3:30 to 3:45. Therefore, peak hour pedestrian counts were also conducted on Tuesday, 15 November 2016 from 7:45 to 8:45 AM, and from 2:45 to 3:45 PM. **Figure 3** depicts the traffic data measurement locations. **Attachment A** provides the traffic count data. **Attachment B** provides the pedestrian count data.

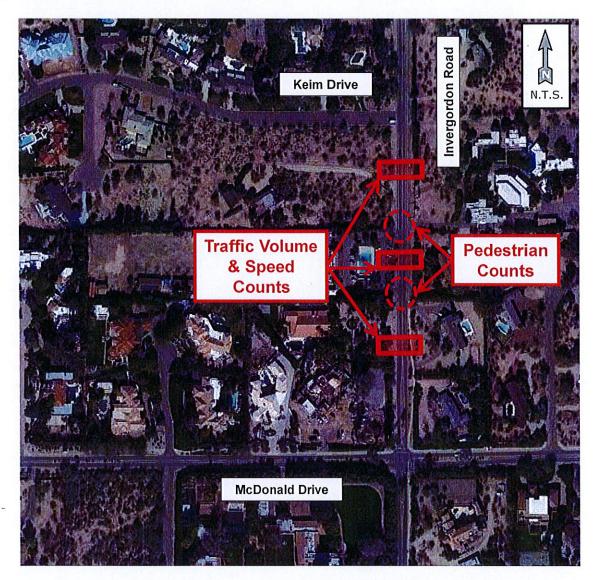


Figure 3: Traffic Data Measurement Locations

EPS Group, Inc. • 2045 S. Vineyard Avenue, Suite 101 • Mesa, AZ 85210 Tel (480) 503-2250 • Fax (480) 503-2258 The resulting 24-hour, morning peak hour, and evening peak hour traffic volumes for Invergordon Road are summarized in **Table 1**. The morning peak hour of the school coincides with the morning peak hour of Invergordon Road traffic. The evening peak hour of the school occurs earlier than the evening peak hour of Invergordon Road traffic. Therefore, an additional school evening peak hour has been included in the table for use in the traffic analysis.

Time Period	Invergordon Road, South of School	Invergordon Road, Adjacent to School	
Day (24 Hours)	6,955	6,720	7,013
AM Peak Hour	578	551	596
PM (School) Peak Hour	476	415	470
PM Peak Hour	695	678	716

 Table 1: Existing Traffic Volume Results

The typical maximum capacity of a two-lane undivided roadway such as Invergordon Road is approximately 8,500 vehicles per day per lane. Therefore, the current traffic volumes are at less than 50% of the typical maximum capacity. This level of excess capacity can encourage high travel speeds.

The average travel speed data results are summarized in **Table 2**.

Table 2: Average Travel Speed Results	Table	2:	Average	Travel	Speed	Results
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Time Period	Invergordon Road, South of School	Invergordon Road, Adjacent to School	Invergordon Road North of School
Day (24 Hours)	31 mph	31 mph	35 mph
AM Peak Hour	21 mph	21 mph	25 mph
PM (School) Peak Hour	25 mph	25 mph	29 mph
PM Peak Hour	33 mph	33 mph	38 mph

**Table 3** includes the total percentage of vehicles traveling at speeds greater than the currently posted 35 mph speed limit.

Time Period	Invergordon Road, South of School	Invergordon Road, Adjacent to School	
Day (24 Hours)	24.9%	30.1%	44.2%

### Table 3: Percentage Excess Speed Results

The data indicates that Invergordon Road, north of Montessori Academy, currently experiences the highest amount of traffic and highest average speeds. It can also be seen that there is a significant reduction in average speeds at each of the three (3) locations during the morning and school evening peak hours when compared to the overall day and evening peak hour of traffic on Invergordon Road. Additionally, a significant portion of drivers are exceeding the posted speed limit at all three (3) locations.

Invergordon Road / Montessori Academy Traffic Analysis Page 7 of 13

### TRAFFIC ANALYSIS

Arizona State Traffic Law allows local authorities within their respective jurisdictions to determine or change the maximum speed limit on any part of a street or highway based on an engineering and traffic investigation (Arizona Revised Statutes, Section 28-703). **Attachment C** includes a copy of the pertinent excerpts of Arizona Revised Statutes. These studies are to be completed in compliance with the Manual on Uniform Traffic Control Devices (MUTCD, 2009 Edition, Section 2B-13) and the adopted state standards for traffic control devices.

The goal of a posted speed limit is to ensure safety and efficiency by reducing travel speed disparity. When vehicles are traveling at substantially different speeds, driver discomfort and collision potential increase. Driver uncertainty with potential vehicle movement on the same street or intersecting streets and driveways also increases. Mandatory speed limits have greater purposes than limiting the maximum travel speed. They are also intended to accommodate driver travel speed preference to improve efficiency and ensure safety.

The MUTCD lists six factors for consideration in determining speed limits – 85<sup>th</sup> Percentile Speed, Road Characteristics, Pace Speed, Roadside Development and Environment, Parking Practices and Pedestrian Activity, and Crash Experience. However, other criteria may require a more conservative speed limit established by engineering judgement that supersedes a speed limit based on these statistics alone. The following sections provide an analysis of each factor.

### 85<sup>th</sup> Percentile Speed:

The primary consideration provided in the MUTCD for determining the posted speed limit is the 85<sup>th</sup> percentile speed. This statistic represents the speed at which 85% of the vehicles are traveling at or below and 15% are traveling above. This is the prevailing speed of the vehicles traveling on the segment of roadway. **Table 4** provides the 85<sup>th</sup> percentile speed for the measured locations.

Time Period	Invergordon Road, South of School	Invergordon Road, Adjacent to School	Invergordon Road North of School
Day (24 Hours)	38 mph	39 mph	48 mph
AM Peak Hour	35 mph	32 mph	33 mph
PM (School) Peak Hour	36 mph	36 mph	44 mph
PM Peak Hour	38 mph	39 mph	49 mph

Table 4: 85<sup>th</sup> Percentile Speed Results

As can be seen in **Table 4**, the 85<sup>th</sup> percentile speeds generally fall within the recommended 5 mph range from the posted speed limit, except on Invergordon Road north of the school. This segment experiences an 85<sup>th</sup> percentile speed of more than 10 mph from the posted speed limit on average. It can also be seen that there is a significant reduction in 85<sup>th</sup> percentile speeds at each of the three (3) locations during the morning and school evening peak hours when compared to the overall day and evening peak hour of traffic on Invergordon Road. The difference appears to be more pronounced during the morning peak hour which coincides with a higher ambient volume of traffic on Invergordon Road.

### Road Characteristics:

Invergordon Road consists of pavement, curb, gutter, and sidewalk on the east side of the road. All appear in reasonably good condition with clearly visible pavement markings. The alignment of the road is straight with no significant vertical or horizontal alignment. Sight distance also appears adequate with no obvious obstructions or intersection alignment issues. There is landscaping present on both sides of Invergordon Road. The landscaping should be regularly monitored to ensure adequate sight distance is maintained.

### Pace Speed:

The 10 mph pace speed is a secondary consideration suggested by the MUTCD. This speed is the 10 mph range of speeds that includes the largest number of vehicles. **Table 5** presents the 10 mph pace speeds at the study locations.

Time Period	Invergordon Road,	Invergordon Road,	Invergordon Road,
	South of School	Adjacent to School	North of School
Day (24 Hours)	31 - 40 mph	31 - 40 mph	26 - 35 mph

### Table 5: Pace Speed Results

Typically a posted speed limit within the 10 mph pace speed, and close to the 85<sup>th</sup> percentile speed coincides with the lowest collision rate due to a subsequent reduction in the range of vehicle travel speeds. Therefore, the posted speed limit generally should be within the 10 mph pace speed, unless additional considerations necessitate a lower speed limit. The posted speed limit falls within the 10 mph pace speed at all three (3) locations.

### Roadside Development and Environment:

Adjacent land uses consist primarily of low density single-family residences. Some residences have direct access to Invergordon Road and some have indirect access via local collector road intersections. Direct access is present more within the vicinity of the school and McDonald Drive, with indirect access present more to the north of the school.

Invergordon Road provides continuous bike lanes northbound and southbound, and a pedestrian sidewalk on the east side of the road only. There are no marked crosswalks for the school or at any other mid-block location.

### Parking Practices and Pedestrian Activity:

There is no dedicated parking on Invergordon Road within the study area. There are no posted parking restrictions, and no parking activity was observed. Onsite parking and circulation areas provided by the school appear adequate.

The pedestrian count data is summarized in **Table 6**.

Time Period	School Ingress Driveway, North	School Egress Driveway, South
AM Peak Hour	4	3
PM (School) Peak Hour	1	3

### Table 6: Pedestrian Count Results

As can be seen from **Table 6**, pedestrian activity related to the Montesorri Academy is minimal, as is typical of charter schools. Furthermore, it should be noted that of the counts presented in **Table 6**, only two (2) pedestrians were recorded crossing Invergordon Road.

The Arizona Department of Transportation Traffic Safety for School Areas Guidelines states the following:

"A School Crossing shall not be installed where the school age pedestrian volume is 10 or fewer."

An official school crossing, as defined by the guidelines, is not recommended based on the low volume of crossing maneuvers.

### Crash Experience:

The Paradise Valley Police Department provided historical crash data for Invergordon Road within the vicinity of the Montessori School. Data was collected for the past five years (2012 to 2016) where data was available. The following results were reported:

- Four (4) crashes occurred on Invergordon Road adjacent to the school, and two (2) crashes occurred on Invergordon Road near but not adjacent to the school between 2012 and 2014.
- Three (3) crashes occurred at the Invergordon Road / McDonald Drive intersection between 2015 and 2016.

Evaluation of the crash data does not indicate a significant amount of crashes present during the past five year period.

Invergordon Road / Montessori Academy Traffic Analysis Page 11 of 13

### **RECOMMENDATIONS**

Typically drivers attempt to travel close to the posted speed limit. When drivers believe that a posted speed is unreasonably low, often they will ignore the posted speed limit and travel much faster. Based upon the collected traffic data and analysis, the posted speed limit of 35 mph on Invergordon Road appears appropriate. Reducing the speed limit would increase the gap between the existing travel speeds and the posted speed limit. However, the amount of vehicles in excess of the current posted speed limit does appear to be significant. Therefore, consideration of traffic calming measures to reduce the speeds is recommended.

The current 15 mph speed limit signs placed in the center of Invergordon Road by the Montessori Academy during the peak arrival and dismissal hours do not comply with the current MUTCD standards, nor is this type of sign recommended to be used per ADOT's school safety guidelines. As reflected in the data, the placement of the signs by the school does appear to significantly reduce vehicular speeds within the vicinity of the school during the peak arrival and dismissal hours. The observed impact was greater during the morning peak hour when ambient Invergordon Road traffic volumes were higher.

Therefore, it is recommended to implement enforceable permanent signing enhancements to designate a reduced speed zone in the vicinity of the school during the peak hours. Based on the traffic data, and statutory guidance that adjacent speed limits not have more than a 10 mph difference, a speed reduction to 25 mph is recommended during school peak hours.

**Figure 4** provides a schematic diagram of the recommended signing improvements. Optional plaques are shown on the figure that should be considered to provide additional guidance, but are not mandatory. The time periods on the S4-1P plaque can be adjusted as necessary. In addition, flashing light speed display signs can also be considered. Flashing light speed display signs have proven effective in reducing travel speeds. The travel speeds of the lights would flash when vehicles exceed the posted speed limit.

	<b>LEGEND</b>	N.T.S. G Existing R2-1 (35 MPH) Sign to Remain	<ul> <li>New S1-1 (36"x36") and Optional S4- 3P (24"x8") Plaque on New Post</li> </ul>	<ul> <li>Replace Existing R2-1 (35 MPH) Sign with New S4-3P (24"x8"), New R2-1 (24"x30") and Optional S4-1P (24"x10") and / or Optional S4-6P (24"x10") on Existing Post</li> </ul>	(4) Existing W3-1 Sign to Remain	<ul> <li>Replace Existing R2-1 (35 MPH) Sign with New S4-3P (24"x8"), New R2-1 (24"x30") and Optional S4-1P (24"x10") and / or Optional S4-6P (24"x10") on Existing Post</li> </ul>	Solution (36"x36") and Optional S4- 3P (24"x8") Plaque on New Post	Note: Actual installation locations of new posts to be field adjusted as necessary to provide adequate visibility and clearance. Reuse of existing posts and foundations to be field verified for viability and appropriate mounting height.
Invergordon Road / Montessori Academy Traffic Analysis Page 12 of 13	1 SPEED	SCHOOL SCHOOL		Keim Drive	SPEED SPEED		-200,	McDonald Drive

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Please contact me at (480) 503-2250, extension 125 if you have any questions or would like to discuss this memorandum.

### **ATTACHMENTS:**

- A. Existing Traffic Counts
- B. Existing Pedestrian Counts
- C. Pertinent Excerpts from Arizona Revised Statutes



Expires:6/30/2017

ATTACHMENT A EXISTING TRAFFIC COUNTS

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Page 1

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	56	60	0	0	0	0	0	0	e	3	2	12	9	8	8	80	2	13	12	16	17	7	9	2	n	0	128	1.8%	09:00 12	18:00	17	128	1.8%									
	51	55	0	0	0	0	0	1	7	9	œ	20	30	23	29	26	16	29	43	50	45	21	11	6	6	5	388	5.5%	10:00 30	17:00	50	388	5.5%									
	46	50	с С	0	0	0	0	17	28	29	10	44	61	47	65	61	38 38	60	106	108	61	35	35	20	თ	в	840	12.0%	10:00 61	17:00	108	840	12.0%									
	41	45	4	5	~	0	ო	7	22	29	22	61	64	60	81	73	34	79	112	128	59	35	32	25	13	9	951	13.6%	10:00 64	17:00	128	951	13.6%									
	36	40	£	Э	0	Ļ	2	2	27	30	20	58	37	56	47	60	39	62	76	100	27	23	28	16	ი	6	747	10.7%	09:00 58	17:00	100	747	•									
	31	35	2	1	0	1	7	17	59	62	64	115	93	96	102	102	56	150	139	140	88	41	29	20	14	11	1409	20.1%	09:00 115	15:00	150	1409	20.1%									
	26	30	က	0	٢	1	4	18	52	85	123	122	98	123	96	89	80	102	107	132	83	36	41	28	9	5	1435	20.5%	08:00 123	17:00	132	1435	20.5%	25 MPH	34 MPH	48 MPH	53 MPH	26-35 MPH	2844	40.6%	3101	44.2% 35 MPH
	21	25	0	0	-	1	0		13	91	167	25	18	33	19	18	80	41	14	36	10	9	ო	2	ę	F	583	8.3%	08:00 167	14:00	80	583	8.3%									
	16	20	0	0	0	1	0	0	) –	75	118	4	2	4	5	4	82	23	7	3	0	0	2	0	0	0	331	4.7%	08:00 118	14:00	82	331	4.7%	15th Percentile	50th Percentile	85th Percentile :	h Percentile	MPH Pace Speed	Number in Pace	Percent in Pace	> 35 MPF	of Vehicles > 35 MPH Mean Speed(Average)
		15	0	0	0	0	0	Û	0	43	55	1	1	0	1	0	38	1	0	0	0	0	1	0	0	0	141	2.0%	08:00 55	14:00	38	141	2.0%	15t	50t	85t	951	10 MPH F	Num	Perc	Number of Vehicles > 35 MPH	Percent of Vehicles > 35 MPH Mean Speed(Average)
outhbound	0	10	0	Ū	0	0	0	) U	) C	2	9	0	1	0	0	0	m	1	0	0	0	0	0	0	0	0	13	0.2%	08:00 6	14-00	ი	13	0.2%								Number	Percent
Northbound, Southbound	Start	Time	11/15/16	01.00	02:00	03:00	04:00	05:00	00:00	00:20	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	Percent	AM Peak	PM Peak	Vol.	Total	Percent					Statistics				

1.943233 Jndefined	85th Percent	35	28	31	- <del>.</del>	0,00	85	35	35	33	28	35	35	35	35	35	34	35	35	35	38	37	35	35	35	35								
emy 33.525317,-111.943233 Latitude: 0' 0.000 Undefinec	Average (Mean)	33	58 58	17	1-1	0.2	31	32	31	33	19	31	32	30	31	32	23	28	31	30	ខ្ល	33	31	32	32	32								
Academy 33.525317 Latitude: 0' 0.0	Total	00	o 4	م	o 4	- (	9 g	26	87	230	317	201	210	221	224	220	234	351	380	412	201	115	107	99	41	17	3682		08:00 317	17:00	412	3682		
Ac	77	c	• O	• c		-	00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%				0	%0.0	
	66 70	C	0		<b>,</b> c	-	00	0	0.		0	0		0	0	0	0	L.	0	0	0	0	0	0	0	0	3	0.1%	07:00 1	15:00	1	e	0.1%	
	61 65	c	o c	• c	- c	•	00	0	0	0	0	1	0	0	0	0	0	0	L	0	0	0	0	0	0	0	2	0.1%	09:00 1	16:00	۲	2	0.1%	
	56 60	c	) C			0	00	0	0	0	<b>o</b> .	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	-	0.0%		15:00	-	-	0.0%	
	51 55	c	b c	, c		, v	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	-	0.0%		17:00	-	-	%0.0	
	46 50	0	o c	o c	-	P	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	-	0.0%		15:00	-	-	0.0%	
	41 45		0	o c	0		0	0		1		0	~	4.	8	1	0	1	ო	۲	4	1	۲.	7	0	0	24	0.7%	11:00	18:00	4	24	0.7%	
	- 36 40	-	-	<b>.</b>	<b>-</b> -	D .	1	2	∞	5	7	29	30	53	25	28	14	31	47	50	48	33	11	8	ဖ	e	399	10.8%	10:00 30	17:00	50	399	10.8%	
	35 35	20	U.	<b>,</b>	-	U.	e.	18	40	54	30	88	102	92	122	117	58	118	187	183	112	64	58	39	21	7	1521	41.3%	10:00	16:00	187	1521	41.3%	
	26 30	200	7	+ 0	2 C		1	9	32	27	24	63	59	67	57	58	34	94	84	119	34	26	29	16	12	7	854	23.2%	11:00 67	17:00	119	854	23.2% 19	26-35 MPH 2375 64.5% 431 11.7%
	21 25	20	o c	o o	<b>~</b> ~	0	٢	0	2	36	23	16	15	18	11	13	21	30	25	23	-	1	8	0	2	0	240	6.5%	07:00 36	15:00	30	240	6.5%	** ** ** ** *
	16 20	04	0	<b>,</b>	0	0	0	0	4	71	112	4	٣	13	4	e	54	48	26	31	L .	0	2	7	0	0	378	10.3%	08:00 112	14:00	54	378	10.3% 15th Percentile : 50th Percentile : 85th Percentile : 95th Percentile :	10 MPH Pace Speed Number in Pace Percent in Pace Number of Vehicles > 35 MPH Percent of Vehicles > 35 MPH
	11 זא	20	o c		1	O	0	0	0	35	106	0	۲	F	2	0	42	22	5	4	0	0	F	0	0	0	220	6.0%	08:00 106	14:00	42	220	6.0% 15 50 85 95	10 MPH Pace Speed : Number in Pace : Percent in Pace : of Vehicles > 35 MPH : of Vehicles > 35 MPH :
	0 0				1	0	0	0	0	0	14	0	0	4	٢	0	11	4	0	0	-	0	0	0	0	0	38	1.0%	08:00	14:00	Ę	38	1.0%	Number
Northbound	Start Time	11110	01.01	00.00	02:00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	Percent	AM Peak	PM Peak	Vol.	Total	Percent	Statistics

Page 2	25-002 /15/16 tessori (43233 lefined	85th	Percent	36 45	36	37	41	43	64	04 7	41	. 4	40	42	42	39	41	42	41	43	5 c c	43	44	43									
_	Site Code: 16-1425-002 Station ID: Tues 11/15/16 Invergordon Rd. btwn. Montessori Academy 33.525317,-111.943233 Academy 0.0.000 Undefined			8 8 8	36	36	39	38	37	17	74 36	3.65	35	37	37	27	S S	37	36	888	00 70	8 8	38	39									
	Site Code Station ID: 7 Invergordon Rd. btw Academy 33.525317 Latitude: 0'0.0		l otal	o <del></del>	-	. v	11	37	124	222	247 247	186	227	213	199	181	219	227	266	182	4 8	53 2	21	17	3038	00.00	247	17:00	266	3038			
	Inve Aca	17	5	0		0	0	0	00		0	0	0	0	0	0	0 0	0	0	0 0	- c	0	0	0		0.0%				0.0%			
		99	0	0	. 0	0	0	0	00	<b>→</b> •	- 0	0	0	0	0	0	. 1	0	0	00	0	0	0	0	2	0.1%	U8:UU 1	15:00		2 0.1%			
		61	65	0 0	o c	0	0	0	• •	- 0	o c	- o	0	0	0	0	0	0	0	00	- c	0	0	0	-	0.0%	1			1 0.0%			
na		56	60	0 0	o c	00	0	0	00	) c		• c	0	0	0	0	0	0	0	0,	- 0	0	0	0	-	0.0%		19:00	-	1 0.0%			
ices of Arizona Dietz Dr. AZ 85138		51	55		• c	00	0	0	••	N 0	<b>)</b> (	- U	ò	2	2	2	0	0	0	0		0	0	0	13	0.4%	07:00	12:00	2	13 0.4%			
<b>ices of</b> Dietz Dr. AZ 85138 6 6745		46	20	- 0	) C	0	-	1	ωι	<b>ი</b> (	7 <b>0</b>	<b>,</b>	ი ო	<b>о</b>	14	0	e i	10	°	ю <b>с</b>	ΰu	0 <b>4</b>	5	2	94	3.1%	6 00:80	13:00	4	94 3.1%			
<b>a Servi</b> 21636 N. I Maricopa, <i>I</i>		41	42	- 0	o c	• •	2	10	25 24	L7	⊆ <b>7</b>	2 %	50	31	23	18	29	39	42	45	<u>ה</u> כ	10	9	4	421	13.9%	09:00 34	18:00	45	421 13.9%			
eld Data Servi 21636 N. 1 Maricopa, 520 316		36	6	7		- 2	7	17	46	5	103	75	5 2	6	78	39	8	97	108	69	<del>5</del> 6	90	8 00	7	1063	35.0%	103	17:00	108	1063 35.0%			ŧ
Fiel		31	35	- U	o c	р —	-	7	85	27	3/ 68	3 8	6 <b>2</b>	59	64	30	53	63	81	57	2 2	24 18	5 4	3	790	26.0%	00:11	17:00	81	790 26.0%			
		26	30	0	) C	0	0	2	7	5 5	/1.	32	35	17	10	. 2	24	ດ	25	5	ົ່	° (	10	μ	235	7.7%	11:00	17:00	25	235 7.7%	26 MPH 36 MPH	41 MPH 45 MPH	31-40 MPH 1853 61.0% 1595 52.5% 34 MPH
		21	25		o c	0	0	0	2	28	77	0 4	4	С	7	21	10	9	9	0	- c		-	0	112	3.7%	08:00 27	14:00	21	112 3.7%	ntile : ntile :	ntile : ntile :	
		16	50		A DESCRIPTION OF THE OWNER OF THE	0				19						e	5									6.1%		14:		184 6.1%	15th Percentile 50th Percentile	85th Percentile : 95th Percentile :	10 MPH Pace Speed Number in Pace Percent in Pace of Vehicles > 35 MPH Mean Speed(Average)
		11							0									0.0700440.00002.000040.000								3.9%			29	119 3.9%			10 MPH Pace S Number in Percent in Number of Vehicles > 35 Percent of Vehicles > 35 Mean Speed(Ave
	-			00			A No. of Address of Address Address of Address of Addr											Contraction of the second state of the second state		Sandona and and							07:00	14:00		3 0.1%			
		Start	Time	11/15/16	00.00	03:00	04:00	05:00	00:90	02:00	08:00	10.00	11.00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	22:00	23:00	Total	Percent	AM Peak Vol.	PM Peak	Vol.	Total Percent			Statistics

x

16-1425-002 Jes 11/15/16 . Montessori -111.943233 00 Undefined	85th Percent	38	29	35	36	40	41	41	35	32	0 4 0 6	80	9 4	39	36	39	39	39	40	40	39	40 27	40 7										
	Average (Mean)	34	29	23	34	36	36	34	25	21	4 5 5	86	3 2	34	25	31	33	33	35	35	34	83	04 70	00									
Site Code Station ID: 7 Invergordon Kd. btw Academy 33.525311 Latitude: 0'0.0	Total	14	5	4	4	17	63	211	453	551	206 206	448	437	419	415	570	607	678	383	203	179	119	70	0100	6/20	00.00	00.00 551	17:00	678	6720			
Inv AG	71	0	ō	0	0	0	0	0	0	00	<b>-</b> -	• •	. 0	0	0	0	0	0	0	0	0	o (	<b>-</b> -		0 000	0.0.0			•	0.0%			
	66 70	0	0	• •	0	0	0	0	-	-	<b>D F</b>	- c	00	0	0	2	0	0	0	0	0	0 0	0	D	C 10/	0.1.0	1.10	15:00	2	5 0.1%			
	61 65	30	0	0	0	0	0	0	1	• •		o c	0 0	0	0	0	۲	0	0	0	0	0	- c		0.00	%0°.20	1.10	16:00	-	3 0.0%			
	56 60	30	0	0	0	0	0	0	0	00	<b>-</b> -	o c	o	, c	0	1	0	0	0	1	0	0	<b>.</b> .		2000	0.0.0		15:00	-	2 0.0%			
	51 55	30	0	0	0	0	0	0	2	••		o c	2	•	10	2	0	1	0	1	1	0	<b>.</b>	0	14	0.7.00	07.00 2	12:00	N	14 0.2%			
	46		O	0	0	۲	1	8	5	0 0	<b>n</b> c	о С	σ	14	0	4	10	3	ю	3	5	4	<b>7</b>	7	95	00.00	00:80	13:00	14	95 1.4%			
	45 45	P	O	0	0	2	10	26	52	14	<b>\$</b> 5	17	5 8	24	18	30	42	43	49	20	10	12	ю <b>-</b>	4	445	0.0.0	09:00 34	18:00	49	445 6.6%			
	36 40	e e.	) <del>,</del>	-	2	8	19	54	36	26	132	- 00 - 00	115	106	23 23	121	144	158	117	83	41	27	14	DL.	1462	21.0%	09:00 132	17:00	158	1462			
	35	8	0	- 1	1	4	25	70	81	67 152	156 157	201 7 1	181	181	88	171	250	264	169	84	82	57	25	10	2311	04.4%	171	17:00	264	2311 34 4%			
	26 30	0	4	. 0	Ļ	۲	8	39	52	41	88	00	74	89	36	118	93	144	39	29	32	18	12	x	1089	%7.01	11:00	17:00	144	1089 16.2%	21 MPH 33 MPH 39 MPH	43 MPH	31-40 MPH 3773 56.1% 2026 30.1% 31 MPH
	21 25	2	o c	0	0	1	0	<b>6</b>	48	50	<u>6</u>	<u>-</u> 2	22 14	00	42	40	31	29	٣	7	7	0	ო თ	0	352	%7.0	08:00	14:00	42	352 5 2%			
	16		) C	• o	0	0	0	5	128	185	<del>،</del> ع	-	<u>т</u> т	2	- 6 33	53	29	32	٢	0	5	~	0	0	562	8.4%	08:00 185	14:00	93	562 8 4%	15th Percentile 50th Percentile 85th Percentile	95th Percentile	10 MPH Pace Speed Number in Pace Percent in Pace of Vehicles > 35 MPH of Vehicles > 35 MPH Mean Speed(Average)
	1 1 1	<u>0</u> +	- 0	, <del>-</del>	0	0	0	0	76	151	0,	-	- 6	o c	71	24	5	4	0	0	-	0	0	0	339	9.0%	08:00	14:00	71	339 5 0%		95	10 MPH Pace S Number in Percent in Number of Vehicles > 35 Percent of Vehicles > 35 Mean Speed(Ave
southbound	0			- r	0	0	0	0	1	14	0	0	o +	- c	12	4	0	0	۲	0	0	0	0	0	41	0.6%	08:00 14	14:00	12	41 0 6%			Numbe
Northbound, Southbound	Start	11/15/16	01.00	00.00	03:00	04:00	02:00	00:90	07:00	08:00	00:60	00:01	11:00	12.FIM	14-00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	Percent	AM Peak	PM Peak	Vol.	Total			Statistics

<u>с</u>

16-1425-003 ues 11/15/16 of Montessori 249,-111.9432 00 Undefined	85th Parcent	38	28	31	31	34	37	38	35	30	9 00 00	9 % %	38 38	38	36	38	38	38	39	39	80 80	50 00	89 89											
Code: 1D: 7 south 33.52 0' 0.0	Average	36	58	24	31	32	33	33	52	23	3 8	3 8	ខេ	34	25	32	SS	33	35	35	88	ς Υ	¥ 8											
Site Station Invergordon Rd. ( Academy (n/o McDonald) Latitude:	Total	8	4	5	1	9	27	88	238	323	211	231	232	240	274	323	382	430	215	121	107	2	45 18	3823		08:00 323	17:00	400	3823					
Inverg demy (n/o	71	0	0	0	0	0	0	0	0	00		o c	0	0	0	0	0	0	0	0	0 0	<b>-</b> 0		0	0.0%				0.0%					
Aca	66 70	0	0	0	0	0	0	0	0	00		o c	0	0	0	0	0	0	0	0	0	- o	00	0	0.0%				0.0%					
	61 65	30	0	0	0	0	0	0	0	00			• 0	0	0	1	0	0	0	0	00	o o	• •		0.0%		15:00	_	10.0%					
	56 60	90	0	0	0	0	0	0	0	00		- c	0	0	0	0	0	0	0	0	00	<b>-</b> 0	0 0	0	0.0%				0.0%					
	51 55	30	0	0	0	0	0	1	0	00		- C	0	0	۴	0	0	0	0	0	0	0	00	2	0.1%	06:00 1	14:00	_	2 0.1%					
2	46 70	80	0	0	0	0	0	0	0	00	-  -  C	- 6	1	Ļ	0	1	٢	0	2	0	1	D é	0 0	11	0.3%	11:00 3	18:00	7	11 0.3%					
0.010.010.000	41 15	ç c	0	0	0	٢	0	1	e	~	<b>D</b>	⊇ ∝	2	. 9	4	7	16	17	14	5	· 5	4	-	119	3.1%	09:00 10	17:00		119 3.1%					
	36	4	. 0	• •	0	0	7	20	27	o ç	0 <del>1</del>	10 48	62	12	39	73	103	112	77	41	ខ្លួរ	12 1	16 5	866	22.7%	10:00 57	17:00	711	866 22.7%					
	31 35	4		1	1	4	14	34	55	35	on o	407 107	114	111	58	123	185	208	66	62	51	40	21 9	144		11:00 107	17:00	208	1541 40.3%					
	26			0	0	0	9	32	26	26	t 5	02 71	35	88	32	11	64	82	19	12	19	Ī	ю «		16.6%	10:00 52			634 16.6%		38 MPH	40 MPH	31-40 MPH 2407 63.0%	26.1% 26.1% 31 MPH
	21 25	0	0	0	0	-	0	0	38	57	10	10	11	12	39	27	6	თ	4	~	1	0	0 C	240		08:00 57	14:00	39	240 6.3%					
	16	07	- C	-	0	0	0	0	53	104	-	<b>-</b>	-	.0	54	5	-	2	0	0	0	0	0 c	222	5.8%	08:00 104	14:00	54	222	15th Percentile	85th Percentile	95th Percentile	10 MPH Pace Speed Number in Pace	> 35 MPH > 35 MPH d(Average)
	11		0	0	0	0	0	0	35	84	0		<b>~</b> -	0	45	6	0	0	0	0	0	0	00	174	4.6%	08:00 84	14:00	45	174 4.6%		3011 85t	95t	10 MPH F Num Paro	Number of Vehicles > 35 MPH Percent of Vehicles > 35 MPH Mean Speed(Average)
	0 ç		D C	0	0	0	0	0	1	9 0	0 0	<b>-</b>	0	0	2	0	ო	0	0	0	0	0	00	13	0.3%	08:00 6	16:00	n	13% 0.3%					Number Percent
Northbound	Start	11/15/16	01:00	02:00	03:00	04:00	05:00	06:00	02:00	08:00	00:60	10:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00 23:00	Total	Percent	AM Peak	PM Peak	Vol.	Total Percent				Statistics	

: 16-1425-003 Fues 11/15/16 of Montessori 249,-111.9432	Jndefined 85th	Percent	37	31	31	33	39	39	38	3 C	38	37	36	39	38	35	37	38	37	39	39	39	95	40	40													
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ATTACHMENT B EXISTING PEDESTRIAN COUNTS

EPS ERAUP



**Vveracitytraffic**group

# **Pedestrian & Bicycle Study**

N-S STREET: Invergordon Rd. E-W STREET: Montessori South Dwy. Date: 11/15/16 Day: TUESDAY

Г		PEDES	TRIANS	
[	N-LEG	S-LEG	E-LEG	W-LEG
7:45 AM	0	0	0	1
8:00 AM	0	0	0	2
8:15 AM	0	0	0	0
8:30 AM	0	0	0	0
TOTAL	0	0	0	3

[		PEDES	TRIANS	
	N-LEG	S-LEG	E-LEG	W-LEG
2:45 PM	0	0	0	1
3:00 PM	2	0	0	0
3:15 PM	0	0	0	0
3:30 PM	0	0	0	0
TOTAL	2	0	0	1

City: Paradise Valley Project #: 16-1425-002

I		BICY	CLES	
	N-LEG	S-LEG	E-LEG	W-LEG
7:45 AM	0	0	0	0
8:00 AM	0	0	0	0
8:15 AM	0	0	0	1
8:30 AM	0	0	0	0
TOTAL	0	0	0	1

		BICY	CLES	
	N-LEG	S-LEG	E-LEG	W-LEG
2:45 PM	0	0	0	0
3:00 PM	0	0	0	0
3:15 PM	0	0	0	0
3:30 PM	0	0	0	0
TOTAL	0	0	0	0

North Leg

East Leg

South Leg

West Leg





# **Pedestrian & Bicycle Study**

**N-S STREET:** Invergordon Rd. **E-W STREET:** Montessori North Dwy. Date: 11/15/16 Day: TUESDAY

Г	PEDESTRIANS					
	N-LEG	S-LEG	E-LEG	W-LEG		
7:45 AM	0	0	0	2		
8:00 AM	0	0	0	2		
8:15 AM	0	0	0	0		
8:30 AM	0	0	0	0		
TOTAL	0	0	0	4		

ſ	PEDESTRIANS					
N-LEG S-LEG E-LEG W						
2:45 PM	0	0	0	1		
3:00 PM	0	0	0	0		
3:15 PM	0	0	0	0		
3:30 PM	0	0	0	0		
TOTAL	0	0	0	1		

City: Paradise Valley Project #: 16-1425-001

	BICYCLES					
N-LEG S-LEG E-LEG W-L						
7:45 AM	0	0	0	0		
8:00 AM	0	0	0	0		
8:15 AM	0	0	0	1		
8:30 AM	0	0	0	0		
TOTAL	0	0	0	1		

Γ	BICYCLES					
	N-LEG	S-LEG	E-LEG	W-LEG		
2:45 PM	0	0	0	0		
3:00 PM	0	0	0	0		
3:15 PM	0	0	0	0		
3:30 PM	0	0	0	0		
TOTAL	0	0	0	0		

North Leg

West Leg

East Leg

South Leg

Invergordon Road / Montessori Academy Traffic Analysis

ATTACHMENT C PERTINENT EXCERPTS FROM ARIZONA REVISED STATUTES

#### ARS TITLE PAGE NEXT DOCUMENT PREVIOUS DOCUMENT

28-703. <u>Alteration of speed limits by local authority</u> A. If a local authority determines on the basis of an engineering and traffic investigation that the maximum speed permitted under this article is greater or less than is reasonable or safe under the conditions found to exist on any part of a street or highway in its jurisdiction, the local authority may determine and declare a reasonable and safe maximum speed limit at the location and, based on the investigation, may: 1. Decrease the limit at intersections.

2. Increase the limit within any business or residence district to not more than sixtyfive miles per hour.

3. Decrease the limit outside any business or residence district.

4. Increase or decrease the limit on streets that are adjacent to or otherwise surrounding school grounds or public parks.

B. A local authority shall determine by an engineering and traffic investigation the proper maximum speed for all arterial streets in its jurisdiction and shall declare a reasonable and safe maximum limit on the arterial streets in its jurisdiction that may be more or less than the maximum speed permitted under this article for a business or residence district.

C. A local authority may decrease the limit to not less than fifteen miles per hour on an unpaved street or road within any district in its jurisdiction if the local authority determines that the limit is necessary to achieve or maintain national ambient air quality standards.

D. An altered limit established as provided for in this section is effective at all times, or during hours of darkness, or at other times as may be determined if appropriate signs giving notice of the altered limit are erected on the street or highway. E. The alteration of maximum speed limits on state highways or extensions of state highways in a municipality by a local authority is not effective until the director approves the alteration. F. A local authority shall not make more than six alterations per mile along a street or

highway pursuant to this section, except for reduced limits at intersections. The difference between adjacent limits shall not be more than ten miles per hour except for school crossings.

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6	<b>RESOLUTION 2017-03</b>
7	
8	A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
9	OF THE TOWN OF PARADISE VALLEY, ARIZONA, REDUCING
10	THE SPEED LIMIT ON A SEVEN HUNDRED FOOT
11	PORTION OF INVERGORDON ROAD IMMEDIATELY NORTH
12	OF ITS INTERSECTION WITH MCDONALD DRIVE
13	
13 14 15 16 17	
17 18	
10	WHEREAS, the Town of Paradise Valley has determined the following as a result
20	of an engineering and traffic investigation:
21	1. Invergordon Road is a two lane north and south bound roadway that carries a heavy
22	volume of traffic between McDonald Drive on the south and Lincoln Drive on the
23	north; and
24	2. There are four-way stop sign traffic controls at the intersection of Invergordon
25	Road and McDonald Drive; and
26	3. The Montessori school located on Invergordon Road within seven hundred feet
27	(700') of the north right-of-way line for McDonald Drive increases traffic
28	congestion during the morning and afternoon drop-off and pick-up time and that
29	the current speed limit of thirty-five miles per hour (25 MPH) is excessive and
30	produces hazards for children walking along Invergordon Road to and from the
31	school and being dropped-off or picked-up at these times; and
32	
33	WHEREAS, A. R. S. §28-703 authorizes a municipality to determine and declare
34	reasonable and safe maximum speed limits for streets within the Town; and
35	-
36	WHEREAS, §11-2-1 of the Town Code of the Town of Paradise Valley authorizes
37	the Town Council to change the speed limits on specified streets by resolution of the
38	Council;
39	
40	NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of
41	Paradise Valley that the maximum speed limit on that portion of Invergordon Road
42	between McDonald Drive and a point seven hundred feet (700') north of the north right-of-
43	way line of McDonald Drive, in the Town of Paradise Valley, is hereby determined and
44	declared to be twenty- five (25) miles per hour on Monday through Friday, between the
45	hours of 7:30 to 8:30 a.m. and 2:30 to 3:30 p.m.
46	-
47	PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise
48	Valley, Arizona, this 9th day of March, 2017.
49	

	Michael Collins, Mayor
ATTEST:	
Duncan Miller, Town Clerk	
APPROVED AS TO FORM	
Andrew M. Miller, Town Attorney	

1	
2	
3	STATE OF ARIZONA )
4	:SS.
5	COUNTY OF MARICOPA )
6	
7	
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9	
10	
11	CERTIFICATION
12	
13	I, Duncan Miller, Town Clerk hereby certify that the foregoing is a full, true and
14	correct copy of Resolution Number 2017-03 duly and regularly passed and adopted by vote
15	of the Town Council of Paradise Valley at a meeting thereof duly called and held on the
16	9th day of March, 2017. That said Resolution appears in the minutes of said meeting, and
17	that the same has not been rescinded or modified and is now in full force and effect.
18	I further certify that said municipal corporation is duly organized and existing, and
19	has the power to take the action called for by the foregoing Resolution.
20	
21	
22	
23	Duncan Miller, Town Clerk
23	
24	



# Action Report

## File #: 17-083

## TO: Mayor Collins and Town Council Members

- FROM: Kevin Burke, Town Manager Duncan Miller, Town Clerk
- DATE: March 9, 2017

**DEPARTMENT:** Town Manager

## AGENDA TITLE: Interview of Applicants and Appointments to the Planning Commission

### Council Goals or Other Policies / Statutory Requirements:

Town Code 2-5-2(A) - Council nomination and appointment to Planning Commission

### **RECOMMENDATION:**

Conduct interviews for Planning Commission, make two appointments for three-year terms, make one appointment for a two-year term, and reappoint Richard Mahrle to a three-year term

### SUMMARY STATEMENT:

There are seven members of the Planning Commission who serve staggered three-year terms. Previously, terms of office expired in October. Following the switch to fall elections for Town Council, Ordinance Number 2016-05 was adopted extending the terms of most committee, commission, and board members to April.

The terms for Richard Mahrle, Thomas Campbell, and Jeffrey Wincel expire this year. Mr. Mahrle has asked to be reappointed. Mr. Campbell and Mr. Wincel have declined reappointed. An additional vacancy was created by the election of Scott Moore to the Town Council.

The Town invited residents to submit applications to volunteer for various committee vacancies in January. Nine people applied to serve on the Planning Commission. Their application materials are attached for your consideration.

Interviews and appointments for the other committees and boards will take place on March 23, 2017. Some applicants for the Planning Commission also expressed interest in volunteering for other committees. Those who are not selected for Planning Commission will be considered for appointment to other committees but will not need to interview again.

## File #: 17-083

## ATTACHMENT(S):

- 1. Letter of interest from Richard K. Mahrle
- 2. Interview Schedule
- 3. Applications

RICHARD K. MAHRLE

Phone

Romail Paradies Valley A7 85253

February 7 2017

Mr Duncah Miller Paradise Valley Town Clerk 6401 East Lincoln Drive Paradise Valley Arizona 85253-4399

## Re Reappointment to Planning Commission

Dear Duncan

This letter is to confirm that I am interested in being reappointed to the Town of Paradise Valley Planning Commission The opportunity that I have had to be of service to the Town as a member of the Planning Commission has been extremely satisfying I would like to be able to continue with that service for at least another term

If you need any additional information or with respect to my request for reappointment please let me know

Sincerely

Aul makel

Richard K Mahrle

RKM/dmm



### TOWN COUNCIL MEETING 6401 E. LINCOLN DRIVE PARADISE VALLEY, ARIZONA 85253 Thursday, March 9, 2017

## PLANNING COMMISSION INTERVIEW SCHEDULE

TIME	APPLICANT	COMMITTEES	CONTACT
6:30 PM	Ellen Andeen	PC, BOA, Hillside	
6:50 PM	Alec McAusland	PC	
7:10 PM	James W. Anton	PC	
7:30 PM	Nadia Bashir	PC, BOA, Hillside, Arts	
7:50 PM	Charles Covington	PC, BOA	
8:10 PM	Rick Johnson	PC	
8:30 PM	Priti Kaur	ACOPS, PC, Hillside	
8:50 PM	John Vargas	PC	
9:10 PM	Umar Waheed	ACOPS, PC, BOA, Hillside	

### **Volunteer Opportunities**

#### TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There are vacancies on the following committees Please select one or more of the committees you are interested in The deadline to submit an application is February 15 2017

Please select one or more of the following committees you are interested in being appointed to \*

- Advisory Committee on Public Safety
- Arts Advisory Committee

Planning CommissionBoard of Adjustment

Hillside Building Committee

#### Please provide the following background information

Name*	Ellen Andeen				
Address*	Hummingbird Ln Paradise Valley				
Email*	com				
Home Phone					
Employer	Ally Financial				
Occupation	Senior Account Executive Automotive & RV Financing				
Business Phone					
Cell Phone					
Number of years as PV resident	44 years				

Professional experience highlights

My Professional Experience has been centered around automotive and rv financing for over 20 years I ve served many capacities in my professional career all within the auto and rv financing industries working for banks Recently, I completed the Executive MBA Program at the University of Arizona where i graduated with Honors achieving a 4 0 GPA and being selected to the Beta Gamma Sigma Honor Society Currently, I am pursuing a Real Estate license, attending classes at the Arizona School of Real Estate & Business

#### What experience do you think qualifies you to be a committee member?

Not only was I born and raised in the Town of Paradise Valley, my Parent ,s (Anne & Richard Andeen) served on many Town Boards and Committees throughout my childhood to current day I grew up attending Town Council meetings while my Dad served on the Town Council with Joan Lincoln, Bob Plenge & Russ Mosser to name a few My Mom was active on Board of Adjustments and currently serves on the Historical Committee as my Great Uncle, Charles Mieg, holds a place in Town history I have spent my entire life listening to my Parent s discuss Town issues and celebrations and would consider it an honor to continue to serve the Town in this capacity

Community Activities Volunteer Paradise Valley Police Department FBI Citizens Academy 2017

Attach resume and cover letter AndeenEllenResumeUpdateFinal2017 pdf LLEN ANDEEN, MBA

Scottsdale AZ 85254

# MANAGEMENT PROFESSIONAL

Entrepreneurial Minded Relationship Focused and Results Oriented Professional

Accomplished leader with outstanding practical experience and a proven record of achievement Extensive background distinguished by record setting sales and success in business development credit analysis and financing Adept at executing strategies to maximize organizational performance and position Leverage exceptional interpersonal abilities to forge solid professional relationships draw on leadership acumen to extend the capabilities of teams and meet challenging organizational goals *Highlights include* 

Business Development/Prospecting Strategic Planning/Management Performance Goals/Metrics/Results Value Added/Solutions Driven Sales Presentations/Negotiations Staff Coaching/Mentoring

## PROFESSIONAL EXPERIENCE

ALLY FINANCIAL INC Phoenix AZ Top rated financial institution

#### **Senior Account Executive**

Cultivate strong dealer relationships and successfully manage an RV retail portfolio while promoting loan products across Arizona New Mexico Colorado Utah and Wyoming Analyze client needs conduct competitive research and identify value added solutions. Provide coaching and mentoring to associates focused on sales techniques and business best practices. Work in collaboration with account managers and commercial client managers to maximize sales and cross selling opportunities.

#### **ENTERPRISE IMPACT**

- Recognized for the ability to build and maintain solid dealer relationships
- > Engaged in high impact sales strategies that were effective in generating new business

BANK OF AMERICA NA Phoenix AZ Leading global banking organization

### Senior Retail Client Manager (2012 to 2013)

Successfully managed a multimillion dollar auto and RV retail portfolio and cultivated dealer relationships in promotion of loan products across Southern Washington Nevada Arizona & Wyoming markets Employed a consultative sales approach to analyze client needs conduct competitive research and identify solutions that added value Coached and mentored associates on sales techniques and business best practices Collaborated with account managers and commercial client managers to maximize sales and cross selling opportunities

#### **ENTERPRISE IMPACT**

- Promoted to this role after consistently meeting/often exceeding challenging sales targets demonstrating the ability to manage lasting customer relationships and negotiating successful deals
- > Devised and implemented sales strategies that were highly effective in generating new and repeat business
- > Realized an increase in retail business of 145% from 2012 to 2013

#### Specializing in

Client Relations Needs Analysis Sales Strategies Business Analysis Forecasting Sales Tracking Staff Leadership Training Development Product Promotion

2013 to Present

2003 to 2013

#### ELLEN ANDEEN

Page 2 of 2

#### Continued

#### Retail Client Manager — Auto & RV (2009 to 2012)

Developed and maintained business relationships while promoting loan products to automotive and RV dealers across Northern Arizona Nevada and Wyoming Consulted with clients and provided viable business solutions Advised associates on best practices and consultative sales approaches. Increased sales and cross selling opportunities by working in collaboration with account and commercial client managers.

#### **ENTERPRISE IMPACT**

- Took on the Nevada portfolio in 2009 of \$200 million with a net loss rate at highest ever of 5% and successfully negotiated to below 1% within 2 years
- > Negotiated retail commitments with auto dealers that repeatedly resulted in new business
- Grew retail volume by an average of 135% despite the financial crisis and a drop in retail business as a result of the economic downturn in 2008
- Entrusted with analyzing dealer portfolio performance motivating dealers to improve performance and deactivating retail lines for poor performance

#### Retail Client Manager — RV (2003 to 2009)

Hired to develop business relationships while selling loan products to RV dealers across Arizona. New Mexico. Utah Nevada and Colorado. Devised and implemented key strategies to drive sales.

#### **ENTERPRISE IMPACT**

- Earned recognition in 2005 and 2006 with the Heavy Hitter Award after increasing retail business above company and industry standards
- Entrusted with managing the organization s high profile Beaudry RV relationship a \$100 million floor plan commitment
- Recognized for successfully negotiating a \$100 million retail volume commitment and securing 50% of Beaudry s retail business annually
- Designated the region s Hybrid Client Manager for New Mexico and Arizona with the authority to negotiate retail opportunities with RV dealers and manage commercial floor plan accounts

### BANK ONE Phoenix AZ

2002 to 2003

Banking entity serving consumers across the globe Retail Client Manager — RV

#### **ENTERPRISE IMPACT**

- > Developed and executed sales strategies that were effective in generating business
- Credited for proactive approach and ability to anticipate client needs

## EDUCATION, TRAINING, COMMUNITY SERVICE

BSBA Double Major Accounting & Finance UNIVERSITY OF ARIZONA TUCSON AZ

Masters of Business Administration Eller College of Management UNIVERSITY OF ARIZONA

BETA GAMMA SIGMA GRADUATE HONOR SOCIETY 2016

Volunteer – Paradise Valley Police Department

FBI Citizens Academy 2017

## **Volunteer Opportunities**

cc	TOWN OF PARADISE VALLEY MMITTEE VOLUNTEER APPLICATION FORM			
	ing committees Please select one or more of the committees you are omit an application is February 15 2017			
<ul> <li>Please select one or more of the i</li> <li>Advisory Committee on Pub</li> <li>Arts Advisory Committee</li> <li>Hillside Building Committee</li> </ul>	following committees you are interested in being appointed to * lic Safety			
Please provide the following back	ground information			
Name*	Alec McAusland			
Address*	East McDonald Dr			
Email*				
Home Phone				
Employer	Ferrin Tech LLC			
Occupation	Attorney			
Business Phone				
Cell Phone				
Number of years as PV resident	1			

Professional experience highlights

Attorney working in government and private practice 28 years Extensive courtroom experience, as well as experience in land use matters Please see resume and cover letter

[The buttons to indicate which committee assignments I am interested in do not have labels showing so I cannot indicate my interests there I am interested first, in serving on the Planning Commission and second, on the Hillside Review Committee ]

What experience do you think qualifies you to be a committee member? My work in trial and appellate practice has taught me how to build a proper evidentiary record follow and document procedural requirements and interpret complex statutes such as a zoning code

Con	nmu	inity Ac	tivities								
My	20	years	defending	Chicago	police	officers	ın	cıvıl	rights	lawsuits	

## ALEC M MCAUSLAND

st McDonald Drive Paradise Valley AZ 85253

February 15 2017

Duncan Mıller Town Clerk of the Town of Paradise Valley 6401 East Lincoln Drive Paradise Valley AZ 85253

Dear Mr Miller

I write to apply to volunteer my services to the Town of Paradise Valley in response to Mayor Collins s January 28 Facebook call for citizen volunteers I would like to indicate particular interest in serving on the Planning Commission

As an attorney I will bring to the Commission nuts and bolts legal expertise in interpreting complex ordinances and executing procedural requirements I also offer hands on experience in land use matters In 2016 I represented my employer through a lot combination and extinguishment of a public easement on two industrial properties on South Central Ave in Phoenix

And I provided counsel to my family through our decade long process of subdividing a sub-standard sized lot in Jackson Hole Wyoming Like the Town of Paradise Valley Teton County Wyoming vigorously protects its aesthetic and scenic values through rigorous review and public participation. The subdivision process gave me an intimate look at how community input and exacting regulation can preserve the essential values of highly desirable locales

Zoning and land use has been a particular interest even a hobby of mine since I first studied the subject in law school Even before this volunteer opportunity arose I had read much of Paradise Valley's zoning code including the Hillside Ordinance out of interest in my new community

Prior to moving to Arizona I served 25 years as a trial attorney for the City of Chicago Primarily I defended the City and its police officers in federal civil rights lawsuits including large scale class action cases I also represented the City in bankruptcy and construction cases among other matters which gave me broad exposure to municipal government

I work today as general counsel for Ferrin Tech LLC a Phoenix manufacturer of specialized dairy proteins I became a resident of Paradise Valley in November of

2015 following a sixteen month restoration and renovation of an early 1963 Paradise Valley home located in a Hillside District

Please find enclosed my resume Please feel free to contact me if I can provide any further information

Sincerely yours

/s/ Alec M McAusland

attachment

## ALEC M MCAUSLAND

: McDonald Drive Paradise Valley AZ 85253

### Education

University of Chicago AB with Honors 1983	DePaul University JD 1989
Politics Economics Rhetoric and Law	Law Review Dean s Scholarship

## **Professional Experience**

Ferrin-Tech-LLC Phoenix AZ General Counsel 2017

Responsible for legal and regulatory matters and information technology at Ferrin Tech a start up spin off from APS BioGroup Ferrin Tech is partner in a joint venture with United Dairymen of Arizona to refine and market lactoferrin and lactoperoxidase proteins from extracted from milk

### APS BioGroup LLC Phoenix AZ General Counsel 2013 2016

Responsible for legal and regulatory matters and information technology Counseled APS BioGroup throughout its successful 8 month sale process which included spin off of Ferrin Tech a portion of its business APS BioGroup is the world s largest manufacturer of dried bovine colostrum

City of Chicago Illinois Senior Counsel 1988 2013

*Federal Civil Rights Division* (1988 2001 2005 2013) Defended Chicago police officers in federal civil rights cases in United States District Court Tried to verdict over 30 cases Responsible for large exposure and complex cases Accomplished in the use of expert scientific and medical testimony Made aggressive and successful use of dispositive motions Prepared for trial a class action with over 500 individual arrestees which had been pending nearly a decade Defended appeals in United States Court of Appeals for the Seventh Circuit

*Policy Litigation Division* (2001 2004) Defended the City of Chicago in civil rights cases alleging the City s policies and practices violated the US Constitution Accomplished in class action litigation and the defense of complex cases with sprawling discovery

Aviation Environmental and Regulatory Division (2004 2005) Represented the City in bankruptcy court counseled City departments in dealings with persons and businesses in bankruptcy Resolved two class action cases which had been pending for many years

### Volunteer Opportunities

#### **TOWN OF PARADISE VALLEY** COMMITTEE VOLUNTEER APPLICATION FORM

There are vacancies on the following committees Please select one or more of the committees you are interested in The deadline to submit an application is February 15 2017

Please select one or more of the following committees you are interested in being appointed to \*

<ul> <li>Advisory Committee on Pub</li> <li>Arts Advisory Committee</li> <li>Hillside Building Committee</li> </ul>	lic Safety   Planning Commission  Board of Adjustment
Please provide the following back	ground information
Name*	James W Anton
Address*	Canta Bello
Email*	
Home Phone	
Employer	Self
Occupation	Real Estate investment/Fumiture Design and Sales
Business Phone	
Cell Phone	
Number of years as PV resident	31
Professional experience highlights	5
	27 E Curry Road Tempe AZ from the RTC in the late 1990 s roperty to a clean income producer for my family
Partner in 909 Scottsdale ( managed since 2011	LLC, Property located at 909 N Scottsdale Road purchased and

Directly involved in designing, manufacturing and sales of residential furniture since I have worked with furniture factories in Mississippi Italy and China, currently 1981 traveling to China several times a year

What experience do you think qualifies you to be a committee member? My wife and I have owned three homes in the Town during the last 31 years including

19 years at the North East corner of the Town where we observed major redevelopment from large horse properties to one new house per acre

9 years living on hillside on the far West side of Paradise Valley leaving after a devastating auto accident forced us to leave our home with several interior levels

Rented at Mountain Shadows East for one year giving us great exposure to life on smaller lots

Currently 2 5 years in the gated the gated community of Merrill Cantatierra on a one half acre lot

**Community Activities** 

Regular attendance at the annual Paradise Valley Car show  $\mbox{My}$  wife and I donated and sold event T shirts raising over \$700 for the Veterans

Attach resume and cover letter Choose File No file chosen Convert to PDF? (GIF JPG JPEG PNG DOC DOCX XLS XLSX TXT)

\* indicates required fields

1

James W Anton Paradise Valley AZ 85253

February 1 2017

Town of Paradise Valley 6401 E Lincoln Drive Paradise Valley AZ 85253

Dear All

Attached is my application for a position on the Paradise Valley Planning Commission Having lived in the town for over 31 years and lived in homes from hillside to resort I can contribute the perspective of the challenges most of our residents face With each property my wife and I have owned we have made continual improvements and enjoyed great relationships with the Town and staff

Personally, I am known for a great attention to detail a gift that could be most useful to our Town

Being self employed I do not have a resume I am a college graduate that left Iowa upon college graduation to seek a wonderful place to call home I found that home in Paradise Valley

Please feel free to contact me with any questions or concerns

Regards

James W Anton

References

Paul Dembow David Sherf Ed Winkler Scott Moore Bill Meade Diane Wayland

## **Volunteer Opportunities**

cc	TOWN OF PARADISE VALLEY
	ing committees Please select one or more of the committees you are omit an application is February 15 2017
<ul> <li>Please select one or more of the s</li> <li>Advisory Committee on Pub</li> <li>Arts Advisory Committee</li> <li>Hillside Building Committee</li> </ul>	following committees you are interested in being appointed to * Iic Safety II Planning Commission II Board of Adjustment
Please provide the following back Name*	-
Address*	Nadia Bashir
	Quartz Mountain Road Paradise Valley AZ 85253
Email*	
Home Phone	
Employer	
Occupation	Stay at home mom Previously systems analyst web designer
Business Phone	
Cell Phone	
Number of years as PV resident	8 and a half years
Professional experience highlights	

I have a master s degree in computer science and engineering and a bachelor ,s degree in electrical engineering I have worked as a systems analyst, web designer, database designer, researcher volunteer at my son s school managing school snack bar etc

What experience do you think qualifies you to be a committee member? I am familiar with principles of engineering, the scientific method and have great desire to learn new things and participate in a constructive way to better my community I have good aesthetic sense and an avid interest in the arts and a good eye for detail, art and balance that appeals to the human senses

Community Activities Volunteer at my son ,s school

Parents , Leadersp Council at Harvey Mudd College

## **Volunteer Opportunities**

2/14/2017

<b>TOWN OF PARADISE VALLEY</b> <b>COMMITTEE VOLUNTEER APPLICATION FORM</b> There are vacancies on the following committees Please select one or more of the committees you are interested in The deadline to submit an application is February 15 2017					
Please select one or more of theAdvisory Committee on PubArts Advisory CommitteeHillside Building Committee	following committees you are interested in being appointed to * lic Safety				
Please provide the following background information Name* Charles Covington					
Address*	Joshua Tree Lane PV 85253				
Email*					
Home Phone					
Employer					
Occupation					
Business Phone					
Cell Phone					
Number of years as PV resident	6				
Professional experience highlights	S				

Owned my Architectural consulting and Construction management firm in the Washington, DC area 1970 1993, specializing in historic preservation

What experience do you think qualifies you to be a committee member?

My background in architecture and historic preservation taking projects through planning, permitting and National Trust guidelines to final construction. In addition I acted as general contractor for the renovation of our home on Joshua Tree Lane so I am very familiar with local PV codes

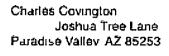
Community Activities Member of Tallesin West Board of Stewards

1

I am submitting my application to serve on either the Paradise Valley Hillside Building Committee or the Planning Commission. Since moving to PV after many years of living overseas my wife. Maja Wessels and I thoroughly enjoy our lives here in the Valley. We count the variety of architectural styles. Ilimited commercial development and open space as definite plusses to our larger neighborhood.

Having worked with the city on the planning and construction/renovation of our house on Joshua. Tree Lane, t am familiar with the city's commitment to preserving the character and nature of PV and would like to help in continuing that preservation.

Charles Covington February 14 2017



Architectural consultant and construction manager with over three decades of experience specializing in historic preservation. I bring a comprehensive knowledge of design, building methods, historic designations and code standards to fill the commission vacancies in Paradise Valley.

#### PROFESSIONAL EXPERIENCE

#### CHARLES COVINGTON CONSTRUCTION MANAGEMENT AND CONSULTING

Washington DC Virginia Maryland New York 1970-1993

Built new houses and renovated existing structures.

Led historic preservation projects in Georgetown Alexandria. VA Bethesda MD et al.

Oversaw conservation and preservation of National Trust Historic designated properties and worked with local boards to meet building codes and siting requirements

Retired in 1993 to be stay at home parent while we lived in Germany and Belgium

#### EDUCATION

University of Maryland School of Architecture 1975 1977 (degree not completed)

Northwestern University Bachelor's degree in Political Science (1966-1970)

#### **ADDITIONAL ACTIVITIES**

Volunteer in conservation and preservation projects at Taliesin West in Scottsdate working the preservation Architect

Member of Tabesin West Board of Stewards serving on the Preservation Committee

# **Volunteer Opportunities**

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM There are vacancies on the following committees Please select one or more of the committees you are interested in The deadline to submit an application is February 15 2017					
Please select one or more of the f Advisory Committee on Publ Arts Advisory Committee	lic Safety	are interested in being appointed to * Hillside Building Committee Planning Commission			
Please provide the following back Name*	ground information Demick (Rick) Johnson				
Address*	Via La Serena				
Email*					
Home Phone					
Employer	Anzona Benefit Consulta	ants LLC			
Occupation	Employee Benefits Brok				
Business Phone	, <b></b> , <b>_</b> ,				
Cell Phone					
Number of years as PV resident	29 5				
Professional experience highlights	3		1		
largest employee benefits o Certified Financial Planner International business expe	consulting firm 1992 2016 crience in foreign co				
<pre>What experience do you think qualifies you to be a committee member? Ten years on PV Board of Adjustment including two years as Board Chairman, starting in 2003? or 2004? Attended two annual meetings of AZ Municipal Planning and Zoning Employees, was a break out session panel member the second year attended Can read blueprints Relatively current on Town issues Able to identify pertinent issues and facts, and impact of decisions on the community Please also discuss this application with Planning Division and other Town Staff</pre>					
Community Activities Was active approximately 1997 through 2001 organizing TPV community support and working with Mayor Ed Lowry and Council to successfully repatriate \$10 million of PV property tax funding from the Maricopa County Flood Control District for the Doubletree Ranch Road Drainage Project, which included selection by the Council to testify in favor of the Project at the Maricopa County Board of Supervisors meeting approving the Project					

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Attach resume and cover letter Choose File No file chosen Convert to PDF? (GIF JPG JPEG PNG DOC DOCX XLS XLSX TXT)

\* indicates required fields

## Volunteer Opportunities

	ving committees Please	R APPLICATION FORM e select one or more of the committees you are	
Please select one or more of the Advisory Committee on Pub Arts Advisory Committee		<ul> <li>are interested in being appointed to *</li> <li>Hillside Building Committee</li> <li>Planning Commission</li> </ul>	
Please provide the following back -Name*	-		
Address*	Marlette Ave		_
Email*			_
Home Phone			
Employer			1
Occupation			1
Business Phone			
Cell Phone	······		
Number of years as PV resident	5		

Professional experience highlights

Priti Kaur, MBA, a successful business woman is currently serving as a CEO of a Biotech start up, focusing on finding a solution for Acute Kidney Injury Along with that she is also heading an investment company started in 2008, during biggest financial crises and has been successful in making it grow year after year In 2011 she was awarded Innovator Award for her development of a software for Investor community Her interest and passion has led her to grow in multiple areas and start multiple businesses Priti Kaur is involved with few different Non Profits and believes that by helping one person you are helping generations She enjoys working with startup businesses, guiding and helping them get started, along with established businesses who are struggling and need help to survive Her diverse experience finance accounting, management, Information technology, real estate to name few in many different sectors (healthcare hospitality, manufacturing, education, pharmaceuticals ) along with experience of starting and running companies enables her to be a value add in almost most of the situations She continues to learn grow share and help along her journey

#### What experience do you think qualifies you to be a committee member?

I have over 10 years of real estate experience, working with distressed assets, improving the neighborhoods one home at a time this experience will definitely help me server the community I live in Being a mother of two boys public safety is of utmost importance to me It will be my pleasure and honor to be able to serve our local community

Community Activities

I have actively been participating in many non profits in roles ranging from board seat to member, helping out in food banks, exploring opportunities to help kids with education

Attach resume and cover letter Kaur Hapreet Resume Jan 2017 pdf

\* Indicates required fields

# HARPREET (PRITI) KAUR

Marlette Ave Paradise Valley AZ 85253

Ph Email

### **SUMMARY**

Multi faceted professional with a diverse background covering information technology and healthcare industries Expertise includes working with startup growth phase companies project-management-process-improvements- business-intelligence-software development-andon line analytical applications Excellent mix of entrepreneur technical and management experience embracing challenges in strategic planning procedure development and problem identification/resolution

### PROFESSIONAL EXPERIENCE

Biotech start up focused on development and commercialization of Acute Kidney Injury 2015- Present solutions to address critical unmet medical need

nephAnalytics, Phoenix, AZ

Business Intelligence solutions for medical/pharmaceuticals industry

Developed EHR agnostic online data analytics portal for physician practices to help track quality metrics referrals research enrollment etc

HUB Investments, Phoenix, AZ	Founder/President
Manage investment portfolio	2008- Present

Developed portfolio of investments in commercial and residential real estate

Founder/President **REM HUB, Phoenix, AZ** 2010 2013 Online portal to manage real estate investments

Developed a copyrighted cloud based platform to track and manage the real estate assets

**Director of Business Intelligence Solutions** Infosol, Inc, Phoenix, AZ 2004-2009 Leading Business Intelligence Consulting

Responsible for building clients relationships planning designing and implementing BI solutions Lead a team thru various phases of the project

**Business Analyst** CARRIER COR (Division of United Technologies), Syracuse, NY 2000-2004 Leading manufacturer of home and commercial heating/cooling systems

Responsible for global project management deployment end-user specification design and implementation of report processing and information distribution Duties also included

**Renibus Theraputics Inc, Phoenix, AZ** 

Founder/President

**President and CEO** 

2015- Present

managing and coordinating the training of end users and systems maintenance for approximately 800 domestic and international customers Home office base

### LOGICA, INC, Detroit, Michigan

Consulting firm specializing in the automotive industry Develop and deliver software for Ford Motor Company to help the marketing and sales department to develop and display web based profit reports for dealers/distributors

ANDERSEN\_CONSULTING, Detroit, MI\_\_\_\_\_\_ \_Business Analyst\_ Accenture formerly known as Andersen Consulting is a global management consulting technology services and outsourcing company 1997-1999 Develop global financial software, manage projects for Dow Chemicals, Ford Motor Company Detroit Edison and University of Michigan Monthly financial analysis, forecasting and budgeting

## **EDUCATION**

MBA, Healthcare/Information Systems University of Phoenix Phoenix Arizona

### **Bachelors in Business Management & Finance**

SBS College, Delhi University, India

Under Graduate Business, Rutgers State University of New Jersey

### PROFESSIONAL CERTIFICATIONS

Data Warehousing Certification UC Berkeley CA Advance Project Management Mastery Certification Stanford Univ, CA Project Management Certification Villanova Univ PA Microsoft SQL Server Syracuse, NY

### **NON-PROFIT WORK**

**IGIANT** Pratham Phoenix Children s Hospital IAPA

# Sr Business Intelligence Analyst

1999-2000

### **Volunteer Opportunities**

### TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There are vacancies on the following committees Please select one or more of the committees you are interested in The deadline to submit an application is February 15 2017

Please select one or more of the following committees you are interested in being appointed to \*

hease select one of more of the	ronowing committees y	ou are interested in being appointed to	
Advisory Committee on Pub	lıc Safety	Planning Commission	
Arts Advisory Committee		Board of Adjustment	
Hillside Building Committee			
Please provide the following back	ground information		
Name*	John Vargas		1
Address*	Wilkinson Rd		i
Email*			1
Home Phone			
Employer	Ceiba Technologies		
Occupation	President		
Business Phone			
Cell Phone			
Number of years as PV resident	2		،۱
Professional experience highlight	S		I

Founded Ceiba Technologies with my wife in 1994 We have never had a layoff even though we lost money during several years in the early days of the company Listed twice in the Inc 500 list of fastest growing companies Formed real estate holding company with my wife in 2004 Purchased over 100,000 sq ft of industrial space in poor physical condition and made the investment necessary to bring them up to meet code and improve their marketability Building's occupancy increased from below 40/ to a current 92/ SpeedFam Inc Consumables Increased profitability by 671/ from 1990 94 Blue Bell Wrangler Inc Received innovative engineer award in 1985

What experience do you think qualifies you to be a committee member?

Through the acquisition and renovation of our buildings, I have become familiar with building and landscaping codes and zoning ordinances in the Phoenix metro area I have also gained experience in the construction industry Ceiba Technologies Group has been involved in several company/business analyses and thus

acquisitions in order to diversify its portfolio. This activity has exposed me to many aspects of the legal world as it relates to contracts and negotiations with a diverse group of people. We currently have accounts with 5 law firms in the Phoenix area Board member of the Arizona Oldtimers Motocross club for 9 years. I was able to help the club move ahead despite extremely different member backgrounds. Led a team to organize the most successful and profitable International Oldtimers Motocross events in Arizona (2013 and 2014). I was reelected for the Secretary and Treasurer positions Member of the Saitama (Japan) manufacturers association. Work with the membership at large to develop business in the USA. Have been able to negotiate with people with different points of view. We all view the Mountain differently.

Community Activities

I was always actively involved with my sons school and sports activities and participation in general neighborhood events in previous neighborhood communities I now look forward to becoming more involved in the Town of Paradise Valley neighborhood communities that we are proud to call home

Attach resume and cover letter John D Vargas 170214 Resume PV Application pdf

\* indicates required fields

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February 15<sup>th</sup>, 2017

Dear Paradise Valley Planning Committee,

Thank you very much for the opportunity to apply for a position in the PV planning committee

My wife and I have been residents of the Town since 2014 and love it We believe that to maintain the character and great living conditions of the Town, a great deal of time and effort is required from those of us who live in the community, the volunteering committees as well as the Town's staff Therefore, I would like to be a contributor to the town by volunteering to serve in the Town's Planning Committee

I would like to be a part of the team that keeps Paradise Valley as the most desirable area for living in Arizona I am an energetic individual with a desire to preserve our great living conditions Even though my volunteering experience is not as extensive as other candidates, I firmly believe that my past limited volunteering coupled with my professional experience will help me be a solid contributor the success of the PV Planning committee

Looking forward to hearing to your decision

Thank you very much

Best regards,

John D Vargas Wilkinson Rd Paradise Valley AZ 85253 Phone



### Objective

To become part of the Paradise Valley Planning volunteer committee to help preserve the beauty and character of our Town

### Skills

Highly organized Detail oriented Work well with others Enthusiastic team member Results driven Punctual and dependable

#### Experience

Ceiba Technologies, Inc (www ceibatech com)Founder/President1994presentSemiconductor consumable supplierDarmar HoldingsLLC (www darmarholdings com)Founder2004presentIndustrial real estate holdings2004presentIndustrial real estate holdingsSpeedFam CorporationGeneral Manager19881994Electronics equipment companyDillard s Distribution CentersDistribution Engineer19861988Retail distribution companyBlue BellIncIndustrial Engineer19831986Manufacturing company

### Education

MS in Engineering University of Texas at El Paso 1986 BS in Industrial Engineering Wichita State University 1983 Conversational Japanese Human Academy 2015 English as a Second Language Southeastern Oklahoma State University 1978

### Volunteering

Treasurer Arizona Oldtimers Motocross 2012 2015 Secretary Arizona Oldtimers Motocross 2006 2010

#### Personal

# **Volunteer Opportunities**

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM There are vacancies on the following committees Please select one or more of the committees you are interested in The deadline to submit an application is February 15 2017				
<ul> <li>Please select one or more of the f</li> <li>Advisory Committee on Pub</li> <li>Arts Advisory Committee</li> <li>Hillside Building Committee</li> </ul>	following committees you are interested in being appointed to * lic Safety			
Please provide the following back Name*	ground information Umar Waheed			
Address*	Bar Z Ln			
Email*	1			
Home Phone				
Employer	Southwest Kidney Institute			
Occupation	Physician			
Business Phone				
Cell Phone				
Number of years as PV resident	4			
Professional experience highlights	; ;			
by the American Society of hemodialysis access procedu Vein Clinic and was one of arteriovenous fistula creat	prologist with Southwest Kidney Institute I am also certified Diagnostic and Interventional Nephrology in advanced ures I played a key role in establishing the SKI Vascular the first nephrologists in the nation to perform percutaneous tion for dialysis patients a minimally invasive innovative fistula placement without an incision			

I am also the medical director for SKI Vascular Centers and in addition to treating patients oversee operations at all three of our surgical centers

What experience do you think qualifies you to be a committee member?

I have been a resident of Paradise Valley since 2012 As a committee member I would bring my extensive professional leadership experience as well as business knowledge, communication skills and a commitment to maintaining Paradise Valley as the best place to visit or live in the Phoenix metro area

Community Activities

1

#### 2/2/2017

 $\mathbf{i}$ 

As well as being a professional healthcare provider in the Phoenix Metro area and calling Paradise Valley my home, I have enjoyed getting to know my neighbors over the last 4 years and look forward to becoming more involved in the community as a committee volunteer

Attach resume and cover letter Town of Paradise Valley Cover Letter pdf

\* indicates required fields

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February 2 2017

Town of Paradise Valley Lincoln Dr Paradise Valley AZ 85253

RE Volunteer Opportunities

I moved to Arizona 8 years ago and knew that I would eventually buy a home in Paradise Valley. The quiet surroundings large lot sizes proximity to the city and safety all appealed to me and my family. I did end up purchasing a home here and have lived in Paradise Valley since 2012.

Although I do not have any experience on a town committee I am a physician with extensive leadership and business experience which I believe would lend itself well to offering relevant and useful advice to the town on any of the volunteer committees

I plan to reside in Paradise Valley indefinitely and would like to give back and do what I can to keep this town as beautiful and livable as it is now

Thank you

2/2/2017

X Umar Waheed

Umar Waheed

Signed by Umar Waheed MD



# Action Report

## File #: 17-077

## TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager Duncan Miller, Town Clerk

**DEPARTMENT:** Town Manager

### AGENDA TITLE: Consideration of Requests for Future Agenda Items

### **Council Goals or Other Policies / Statutory Requirements:**

Resolution Number 1250: Town Council Rules of Procedure

### **RECOMMENDATION:**

Review the current list of pending agenda topics.

### SUMMARY STATEMENT:

Attached is the most recent Town Council Study Session Topic Schedule. Pursuant to the Council's Rules and Procedures as adopted by Resolution Number 1250, any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of three or more Members, which may include the Mayor, the item will be added to the list of future agenda items and placed on a meeting agenda within sixty days. Reminder is provided that any discussion on the motion to add a future agenda item shall be limited to the propriety of placing such item on a future agenda and shall not include discussion on the merits of the topic itself.

### **BUDGETARY IMPACT:**

None

# ATTACHMENT(S):

Future agenda topics schedule

# TOWN COUNCIL STUDY SESSION TOPIC SCHEDULE March 3, 2017

03/23	04/13	04/27	05/11
3:30 PM Council Photograph	4 PM STUDY SESSION	4 PM STUDY SESSION	4 PM STUDY SESSION
4 PM STUDY SESSION	Budget Review	<ul> <li>Budget Review</li> <li>Bicycle/Pedestrian Master Plan</li> </ul>	Bicycle Pedestrian Master     Plan
<ul> <li>Montessori Art Show 4 PM</li> <li>Stormwater Management – Cheney Watershed/Storm Drainage Design Manual</li> </ul>			
EXECUTIVE SESSION	EXECUTIVE SESSION	EXECUTIVE SESSION	EXECUTIVE SESSION
PRESENTATION	<ul><li>PRESENTATION</li><li>Phoenix Symphony Day</li></ul>	PRESENTATION	PRESENTATION
CONSENT	CONSENT	CONSENT	CONSENT
PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING
<ul> <li>ACTION ITEMS</li> <li>Horseshoe Lot Split</li> <li>Planning / Engineering Fee Schedule</li> <li>Committee Interviews &amp; Appointments</li> </ul>	ACTION ITEMS	ACTION ITEMS • Adopt Fee Schedule	ACTION ITEMS • Adopt Tentative Budget

05/25	06/08	06/22	09/14
4 PM STUDY SESSION	4 PM STUDY SESSION	4 PM STUDY SESSION	4 PM STUDY SESSION
EXECUTIVE SESSION	EXECUTIVE SESSION	EXECUTIVE SESSION	<b>EXECUTIVE SESSION</b>
PRESENTATION	PRESENTATION	PRESENTATION	PRESENTATION
CONSENT	CONSENT	CONSENT	CONSENT
PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING
ACTION ITEMS	ACTION ITEMS	ACTION ITEMS	ACTION ITEMS
Adopt Bicycle / Pedestrian	•		
Master Plan			

## Items to be scheduled

- 1. Trash Collection Ordinance Vehicle Emissions
- 2. Emergency Planning
- 3. Court Disaster Recovery IGA
- 4. Maintaining Phoenix Entryways into PV
- 5. Hillside Code Update
- 6. Lighting Code Update
- 7. Storm Water Management Policy
- 8. Ritz Carlton Area C Final Plat
- 9. PCDS SUP
- 10. Cell Service Ordinance
- 11. Continuation of Town-owned property discussion