



Agenda
Work Study and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
March 5, 2014
5:30p.m.

1. Call to Order

2. Roll Call (one or more members of the Council or Commission may participate by telephone)

3. Motion to adjourn to Executive Session (to be held in the Council Conference Room of the Town Hall Building) for the following purposes:

A. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives to consider the Town's position and instruct its representatives regarding the possible sale or lease of property in the Town Center and regarding agreements that are the subject of negotiations related to Town Center projects. A.R.S. § 38-431.03(A)(3)(4) and (7).

B. Discussion and consultation with the Town's representatives to consider the Town's position and instruct its representatives regarding the acquisition of real property for the Ocotillo Road project. A.R.S. 38-431.03(A) (7).

C. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorneys and representatives to consider the Town's position and instruct its representatives regarding agreements that are the subject of negotiations related to easements on Rittenhouse Road and Salt River Project (SRP) (A.R.S. § 38-431.03(A)(3),(4) and (7).

D. Discussion and consideration of Town Manager Performance Evaluation. A.R.S. 38-431.03(A)(1).

ITEMS FOR DISCUSSION These items are for Council and Commission discussion only and no action will be taken. In general, no public comment will be taken.

None.

4. Adjournment



Agenda
Regular and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
March 5, 2014
7:00 p.m.

1. Call to Order

2. Roll Call (one or more members of the Council may participate by telephone)

3. Pledge of Allegiance:

4. Invocation:

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

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A. Consideration and possible approval of the February 5, 2014 Work Study and Regular Session Minutes. **TAB A**

B. Consideration and possible approval of expenditures over \$25,000: **TAB B**
1. Sunrise Engineering: two (2) work orders for water interconnect - \$26,500 (*budgeted in FY13/14*)
2. In-Pipe Technology: odor & corrosion control - \$46,800 (*budgeted in FY13/14*)
3. Courtesy Chevrolet: ½ ton double-cab pickup – CIP Project Manager - \$27,000 (*budgeted in FY13/14*)
4. AJP Electric: work order – construction of traffic signal Ocotillo & 220th Streets - \$107,675 (*budgeted in FY13/14*)

C. Consideration and possible approval of a Services Contract with CGI Communications, Inc., to update current videos and develop new videos for the video tour book on the Town's website. (*no cost to Town*) **TAB C**

D. Consideration and possible approval of **Resolution 981-14** authorizing the refinancing of the 2003 Greater Arizona Development Authority (GADA) loan to save interest costs in the Town's financial program. **TAB D**

E. Consideration and possible approval **Resolution 982-14** authorizing and directing staff to take all actions necessary to acquire real property located at 22628 S. Ellsworth Road (Assessor Parcel #'s 304-67-006 A & B) from May Yan Tong and Wilson P. Tong, co-trustees of the Survivors Trust of the Kwei Chung Tong and May Yan Tong Revocable Trust for the purpose of expansion of the Municipal Complex. **TAB E**

F. Consideration and possible approval of **Resolution 983-14** authorizing and directing staff to take all actions necessary to acquire real property located at 22428 S. Ellsworth Road (Assessor Parcel #'s 304-67-010 M & Q) from Luis & Stacy Barocio for the purpose of expansion of the Municipal Complex. **TAB F**

G. Consideration and possible approval of the park rules for Pocket Park for Pups Dog Park. **TAB G**

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

None.

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

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9. Consideration and possible approval of a contract with TechGlobal for Accela, for the Development Services Land Information Systems software system, in an amount not to exceed \$343,090. **TAB H**

10. Consideration and possible approval of adding enhanced features to the dog park and splash pad in Town Center, in the amount not to exceed \$102,000. **TAB I**

11. Consideration and possible approval of a contract with Splash Zone LLC, to build a splash pad play park at Founders Park, in the amount not to exceed \$115,000. **TAB J**
(Budgeted in FY13/14)

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

12. Discussion on staffing models for the Fire Department.

13. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Work Study Executive Session Agenda.

14. Adjournment



Minutes
Work Study Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
February 5, 2014
5:30p.m.

1. Call to Order

The meeting was called to order at 5:30p.m.

2. Roll Call (one or more members of the Council or Commission may participate by telephone)

Council Member Barnes (arrived at 6:25p.m.); Benning; Brown; Gad; Wheatley; Vice Mayor Oliphant and Mayor Barney.

3. Motion to adjourn to Executive Session (to be held in the Council Conference Room of the Town Hall Building) for the following purposes:

A. Discussion and consultation with the Town’s attorney for legal advice and with the Town’s representatives to consider the Town’s position and instruct its representatives regarding the possible sale or lease of property in the Town Center and regarding agreements that are the subject of negotiations related to Town Center projects. A.R.S. § 38-431.03(A)(3)(4) and (7).

B. Discussion and consultation with the Town’s attorney for legal advice and with the Town’s representatives to consider the Town’s position and instruct its representatives regarding a development agreement with Fulton Homes that is the subject of negotiation. A.R.S. § 38-431.03(A)(3) and (4).

Motion to adjourn to Executive Session at 5:31p.m:

1st: Brown

2nd: Gad

VOTE: Unanimous

The Work Study Session reconvened at 6:15p.m.

ITEMS FOR DISCUSSION These items are for Council and Commission discussion only and no action will be taken. In general, no public comment will be taken.

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4. Discussion on Land Use Assumptions and area specific plans.

Community Development Director Chris Anaradian discussed the few land development options remaining in the Town because the majority of vacant land is already zoned with entitlements, or “zone out” and Major General Plan Amendments are becoming more difficult. Mr. Anaradian explained that the balance of land uses are addressed in the TischlerBise and Applied Economics studies. One issue is whether there is too much employment/industrial/commercial area identified in the Town and if more residential is needed since vacant land produces zero revenue.

Mr. Andaradian specifically addressed two areas of Town, north and south, that have yet to be developed and staff proposes that an Area Specific Plan process be implemented instead of Major General Plan Amendment process.

Discussion was in regard to the General Plan Update process and submittal to voters in 2018; maintain/increasing regional attraction of Queen Creek for residents of East Mesa and San Tan Valley.

Town Manager John Kross added that if Council concurs, staff will present a more specific timeline and proposed budget allocation at a future meeting and said that there are specific state statutes regarding notification and hearing requirements in addition to the Town’s own enhanced notification/participation requirements.

5. Update on the SRP Aesthetics Program.

No discussion.

6. Adjournment

The meeting adjourned at 6:53p.m.



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
February 5, 2014
7:00 p.m.

1. Call to Order

The meeting was called to order at 7:00p.m.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Barnes; Benning; Brown; Gad; Wheatley; Vice Mayor Oliphant and Mayor Barney.

3. Pledge of Allegiance: Led by Easton Jacobs.

4. Invocation: A moment of silence was held.

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

None.

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Council Member Brown reported he attended the grand re-opening of Baskin Robbins on February 1, 2014 and the Leadership Day at American Leadership Academy K-6.

Vice Mayor Oliphant added that she, Council Members Gad & Wheatley also attended that grand re-opening of Baskin Robbins. Vice Mayor Oliphant also reported on the January 21, 2014 Phoenix-Mesa Gateway Board Meeting.

Mayor Barney reported his attendance at several events:

January 16, 2014: East Valley Breakfast with the Governor. Also attending were Vice Mayor Oliphant and Council Members Brown; Gad and Wheatley and QCUSD Superintendent Tom Lindsay.

January 16, 2014: Gilbert Temple tour with the Governor. Also attending were other East Valley Mayors and Elected Officials.

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January 29, 2014: MAG Regional Council
January 29, 2014: GPEC – ExecuTour Program and Dinner

January 31, 2014: Lunch & Learn with Secretary of State Ken Bennett – candidate for Governor

February 4, 2014: City of Mesa State of the City Breakfast
February 4, 2014: MAG Economic Development Committee

Mayor Barney also reported on his participation at the National Mayors Conference held in Washington D.C. Several sessions focused on social media; education and alternatives to colleges. There was also an opportunity for the Mayors to meet with President Obama and Vice President Biden.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

1. Queen Creek Chamber of Commerce – 2nd Quarter Report: Chris Clark introduced the new Chamber Executive Director Connie Harrell, who came from Nashville, TN. In addition to reporting the 2nd Quarter statistics, Ms. Harrell stated that the Chamber will continue with the programs as included in the contract but will focus on its members. She said that the Chamber by-laws revisions include volunteerism and implementation of membership recommendations as included in the Chamber study.

2. Boys & Girls Club Queen Creek Branch – 2nd Quarter Report: Branch Director Eric Rodriquez reported on membership and after school programs during the 2nd quarter. He also discussed the 3rd quarter programs that include t-ball & coach-pitch ball; Quiz Bee; and Spring Break Camp March 10-21.

C. Economic Development Commission – January 22, 2014: Council Member Gad reported on the Commission’s discussion and recommendation regarding the QC Inc., program; General Plan Amendments; and upcoming 2014 Economic Development Summit through the Economic Development department and Development Services staff. The next meeting is scheduled for February 26, 2014.

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a “Request to Speak Card”, located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

Ray Epps, Queen Creek, commented on the need to pursue a hotel locating in Town to generate more revenue and complement Horseshoe Park & Equestrian Centre.

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He also commended HPEC General Manager Tim Lynch on the programs he brings to HPEC.

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the December 4, 2013 Work Study and Regular Session Minutes.

B. Consideration and possible approval of Expenditures over \$25,000:

1. Vertech – SCADA Services for Utilities Department: \$305,650 (Budgeted in FY13/14)
2. Crafcoc – asphalt crack sealant material: \$50,000 (Budgeted in FY13/14)

C. Consideration and possible approval of an Intergovernmental Agreement (IGA) with Maricopa County and Pinal County for improvements to the intersection of Empire Boulevard and Meridian Roads at no cost to the Town of Queen Creek.

D. Consideration and possible approval of a Contract with Gammage & Burnham, P.L.C. in the amount not to exceed \$100,000 for consultant services for the update of the Queen Creek Zoning Ordinance. *(Budgeted in FY13/14)*

E. Consideration and possible approval of an agreement between Union Pacific Railroad and the Town in the amount not to exceed \$805,000 for the reconstruction and widening of the existing Ocotillo Road at-grade crossing. *(Budgeted in FY13/14)*

F. Consideration and possible approval of **Resolution 978-14** adopting by reference and **Ordinance 542-14** amending Town Code Chapter 2, Mayor & Council relating to Elections in compliance with recent legislation; Arizona Revised Statutes and Council Policies & Procedures Handbook and renumbering Articles & Sections.

G. Consideration and possible approval of the appointment of Council Member Jason Gad to replace Council Member Robin Benning on the East Valley Partnership Aviation & Aerospace Committee.

H. Consideration and possible approval of the Nauvoo Station Phasing Plan, a request by Quantum Capital.

I. Consideration and possible approval of **Resolution 974-14** Intention to Order the Purchase of Electricity and **Resolution 975-14** Ordering the Improvements for the purpose of purchasing electricity for Streetlight Improvement District #73 2014-001 Dorada Estates.

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J. Consideration and possible approval of **SP13-044** Aaron's Store, Inc., a request by Single Tenant Retail LLC for site plan approval of an Aaron's Store generally located east of the southeast corner of Ocotillo and Rittenhouse Roads in the Shoppes at Indigo Trails commercial development.

*K. Public Hearing and possible approval of **RZ13-041/Ordinance 541-14** "Church Farm Planned Area Development (PAD) Amendment", a request by William Lyon Homes for a PAD amendment to increase the maximum lot coverage for the R1-7/PAD District for Parcels C and K from 40/45% to 50/55% for single-story homes only, generally located at the southeast corner of Ocotillo Road and Signal Butte Road.

Items E, F, J & K for discussion.

Motion to approve the remainder of Consent Calendar as presented:

1st: Wheatley

2nd: Barnes

VOTE: Unanimous

Item E: Council Member Gad requested this item be discussed because of the high cost and impact on traffic during construction.

Public Works Division Manager Troy White explained the procedures required by UPRR to do construction over the railroad crossings. He said that the \$805,000 contract is for the UPRR to do construction work on the railroad tracks and crossing only and that an additional contract will be submitted in the future for the road construction portion. Mr. White said the plan is to have construction occur during the school summer break because of the complete road closure required for approximately one week.

Motion to approve Item E as presented:

1st: Gad

2nd: Benning

VOTE: Unanimous

Item F: Council Member Brown requested an opinion from Town Attorney Bisman on a six-month appointment of Vice Mayor between June 2014 & December 2014. Ms. Bisman responded that the Town Code amendments have no effect on the ability to make a six-month appointment since the current term of Vice Mayor ends in June 2014.

Motion to approve Item F as presented:

1st: Brown

2nd: Benning

VOTE: Unanimous

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Item J: Council Member Benning requested a staff report. Planner Sidney Urias reviewed the site plan and elevations and Planning & Zoning Commission's recommendation for approval with conditions.

Motion to approve Item J as presented:

1st: Benning

2nd: Barnes

VOTE: Unanimous

Item K: Council discussed concerns with the number of requests from developers/builders to increase densities and/or lot coverage % after approval.

Principal Planner Brett Burningham reviewed the request for lot coverage increase that applies to Parcels C & K (approx. 425 lots) with R1-7 zoning. The lot coverage issue surfaced during the designing of homes and affects the single story homes only. The homebuilder also indicated that more single story homes will be sold with the increased lot coverage in comparison to the two-story homes.

William Lyons representative explained that the home product designed for Church Farms is brand new and specifically for Church Farms. He said that single-story homes are appearing to be more favorable along with 3-car garages and that if the lot coverage increase was approved, more-story home options would be available.

The Public Hearing was opened. No one came forth and the Public Hearing was closed.

Council discussed repeated requests for deviations from an approved development and wanting to see a more detailed parcel layout with the current & requested deviation; limiting two-story homes by stipulation. The applicant stated that limiting two-story homes along the east boundary of Parcel K was acceptable.

Additional discussion was in regard to a continuance in order to provide additional information and enhanced exhibits.

Motion to approve Item K with additional two stipulations: 1) Parcel K – to have no more than 25% two-story homes on east boundary; 2) any two-story homes will be on lots with 40-45% lot coverage:

1st: Gad

2nd: Brown

VOTE: 5 – 2 (Barnes, Benning)

MOTION PASSED.

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

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9. Public Hearing and possible action on **Resolution 979-14** Major General Plan Amendment GP13-025 – La Jara Farms, a request by Lindsay Schube on behalf of VIP Homes to amend the General Plan Land Use Map for 140.76 acres at the southeast corner of Hawes and Germann Roads from Employment Type A to Very Low Density Residential (up to 1 dwelling per acre).

Principal Planner Brett Burningham reviewed the applicant's application to change the land use designation to Very Low Density Residential (up to 1 dua) to match how the property is being developed. Mr. Burningham added that the applicant has filed an R1-43 PAD for an additional 75 acres. He said that the application meets the findings of facts and the land use designation change would reflect the current use of property (R1-43). The Planning and Zoning Commission recommended approval.

Linda Schube, representing VIP Homes, stated that the 141 acres zoned R1-43 is currently under construction and the request is to correct the current land use designation (Employment A) to VLDR which is consistent with current zoning.

The Public Hearing was opened.

Eric Kerr, Queen Creek, spoke about the trail system and buffering and neither supported nor opposed.

Ray Epps, Queen Creek, spoke about the trail system and buffering and neither supported nor opposed.

The Public Hearing was closed.

Discussion was in regard to general plan amendments vs. rezoning; stakeholder involvement & participation. Ms. Schube added that if the general plan amendment was not approved, the applicant would move forward with the approved development.

Motion to approve Resolution 979-14 GP13-025 La Jara Farms:

1st: Gad

2nd: Wheatley

VOTE: 6-1 (Barnes)

MOTION PASSED

10. Public Hearing and possible action on Major General Plan Amendment GP13-026 – Estates at Queen Creek Station, a request by Ralph Pew on behalf of RSF Properties, LLC and RSF Queen Creek Properties, LLC to amend the General Plan Land Use Map for 156 acres at the southeast corner of Ellsworth and Germann Roads from Employment Type A to Low Density Residential 2 dwellings per acre).

The application was withdrawn.

The Public Hearing was opened. No one came forth, the Public Hearing was closed.

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11. Public Hearing and possible action on Major General Plan Amendment GP13-027 – Meridian Crossing, a request by Mario Mangiamele on behalf of Wescor/Queen Creek LLC Company to amend the General Plan Land Use Map for 466 acres at the south side of Riggs Road, west of the Union Pacific Railroad from Regional Commercial to Medium Density Residential (up to 3 dwellings per acre).

The application was withdrawn.

The Public Hearing was opened. No one came forth, the Public Hearing was closed.

12. Public Hearing and possible action on Major General Plan Amendment GP13-028 – Barney Farms, a request by Mario Mangiamele on behalf of Ken, Newell, Gail and Pamela Barney and Dane Chaffee to amend the General Plan Land Use Map for 241 acres at the northeast corner of Signal Butte and Queen Creek Roads from Employment Type B and Recreation/Conservation to Mixed Use and High Density Residential Type B (up to 8 dwellings per acre).

Mayor Barney declared a conflict of interest and stepped down.

The application was withdrawn.

The Public Hearing was opened. No one came forth, the Public Hearing was closed.

Mayor Barney returned to the dais.

13. Public Hearing and possible action on Major General Plan Amendment GP13-029 – The Vineyards, a request by Ralph Pew on behalf of Healy Faulkner LLC to amend the General Plan Land Use Map for 55 acres west of Ironwood Road on the north side of Combs Road from Commercial and Mixed Use to Medium Density Residential (0-5du/ac).

The applicant requested a continuance to April 2014 and indicated that they may participate in the Specific Area Plan process.

The Public Hearing was opened. No one came forth, the Public Hearing was closed.

Motion to continue GP13-029 The Vineyards to April 2, 2014:

1st: Gad

2nd: Wheatley

VOTE: 6-1 (Barnes)

MOTION PASSED

14. Public Hearing and possible action on Major General Plan Amendment GP13-030 – Sonoqui Creek Village, a request by Ralph Pew on behalf of KEMF Hawes & Riggs, LLC to amend the General Plan Land Use Map for 107 acres at the northwest corner of Hawes and Riggs Roads from Very Low Density Residential (up to 1 dwelling unit) to Low Density Residential (up to 2 dwellings per acre).

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The applicant requested a continuance to April 2, 2014 to allow the Planning and Zoning Commission to make a recommendation.

The Public Hearing was opened. No one came forth and the Public Hearing was closed.

Ralph Pew, representing the applicant, stated that both the applicant and adjacent neighbors are in agreement to a continuance to allow a 5th neighborhood meeting.

Motion to continue GP13-030 Sonoqui Creek Village to April 2, 2014:

1st: Gad

2nd: Wheatley

VOTE: 6-1 (Barnes)

MOTIONS PASSED.

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

15. Discussion and possible action on addressing not-for-profit (NFP) funding process in the Town budget.

Budget Administrator Samantha McPike and Assistant Town Manager Patrick Flynn gave an overview of the current process and options for changing the funding process of not-for-profits, including the opportunity for residents to donate to an organization through their utility bill.

Vice Mayor Oliphant, and Budget Committee Chair, stated the Budget Committee has had lengthy discussions on this issue and said that having more definitive guidelines would be helpful in making recommendations to the Council.

Council's discussion was in regard to the expectations from the Town on those non-profit organizations with contracts (Boys & Girls Club; Chamber of Commerce; Performing Arts Center); the larger non-profits that have paid staff and other funding sources; and providing funding to the smaller non-profit organizations that provide an event(s) to the Town (4-H & Kiwanis Club). Also discussed was the voluntary donation on the utility bill and determining what non-profits would receive those proceeds.

Mr. Flynn summarized the key points of discussion: add Chamber of Commerce, Boys & Girls Club, Roots N' Boots and Queen Creek Performing Arts Center into Department budgets; fund other non-profits through a % of general fund; implement a voluntary donation program on the utility bill to provide additional funding to non-profit and help offset town funding.

Motion to remove Queen Creek Performing Arts Center, Queen Creek Chamber of Commerce, BG, events Roots N' Boots Rodeo, Christmas festival and parade & July 4th fireworks from the non-profit funding process and add to department funding:

**1st: Brown
2nd: Barnes
VOTE: Unanimous**

Additional discussion was in regard to other charitable organizations following the regular non-profit funding process and setting a budget ceiling.

Motion: To refer remaining non-profit applications to the Budget Committee with a funding ceiling not to exceed .2% of the General Fund:

**1st: Benning
2nd: Barnes
VOTE: 6-1 (Brown)
MOTION PASSED**

Motion: Implement voluntary donation program of \$1 as part of the utility bill including an open box for additional donation amount and a line for optional organization donation of donor's choice to offset the non-profit funding:

**1st: Brown
2nd: Benning
VOTE: Unanimous**

The meeting recessed 10:12 – 10:20p.m.

16. Discussion and possible action on Town issues affected by the timing of consolidated elections.

Town Manager Kross discussed several events and issues relative to the new fall election cycle as now required by consolidated elections and the new Council being seated in December. He reviewed several recommendations for re-scheduling the annual Council retreats; adoption of Corporate Strategic Plan Updates; State of the Town Address; General Plan Amendments and appointments to committees and appointment of Vice Mayor.

Council discussed the General Plan Amendment recommendation to change the filing deadline to August 2014 and the possibility of changing it to January 2015. Discussion was in regard to the possibility of having new Council Members taking final action on applications immediately after taking office, possible Planning and Zoning Commissioners re-organization and complaints from potential applicants.

Motion to approve all recommendations as noted in staff report:

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1st: Wheatley

2nd:

Motion dies

Motion to approve the General Plan Amendment application process changed to an August filing deadline beginning in 2014 as recommended by staff:

1st: Wheatley

2nd: Brown

VOTE: 5-2 (Barnes, Benning)

MOTION PASSED

Further discussion was in regard to the appointment of Vice Mayor for 2014 and the ability to appoint a Vice Mayor for a six-month term in June 2014 and ending in December 2014 or extending the current term of Vice Mayor.

Motion to approve all other recommendations except previously approved General Plan Amendment process: 1) Council Retreat-Jan-Feb 2015; 2) Corporate Strategic Plan Update – June adoption; 3) Appointment of Council Members to Committees – January; 4) Appointment of Vice Mayor – December; Legislative Agenda – no changes:

1st: Brown

2nd: Oliphant

VOTE: Unanimous

17. Discussion and possible approval of **Resolution 977-14** supporting restoration of Highway User Revenue Fund (HURF funding).

Motion to approve Resolution 977-14:

1st: Brown

2nd: Oliphant

VOTE: Unanimous

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

18. Update on the SRP Aesthetics Program.

Public Works Division Manager Troy White provided an overall status update on upcoming CIP projects and discussed those that could use funds from the SRP Aesthetic Program for undergrounding power lines and enhanced wall/landscaping of power stations. Mr. White discussed the current balance of the Town's SRP Aesthetics Fund and that there would be a shortfall of funding for all projects. He explained SRP's new loan program, but if used, the Town would not receive any new funds until 2018.

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19. Quarterly marketing update.

PIO/Marketing Officer Marnie Schubert provided recent statistics on the social media, online marketing and partner programs. She also presented a schedule of events and activities for the 25th Anniversary celebration; and the entry monument voting results.

Ms. Schubert introduced Marketing Specialist Debra Kauffner, who gave a more detailed update on the anniversary events scheduled for February – April 2014.

20. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Work Study Executive Session Agenda.

None.

21. Adjournment

The meeting was adjourned at 11:12p.m.



Requesting
Department:
Management Services

TAB B

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: CANDACE VIS, PURCHASING OFFICE

RE: CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES \$25,000 AND OVER

DATE: March 5, 2014

Staff Recommendation:

Staff recommends approval of expenditures \$25,000 and over.

Proposed Motion:

Move to approve Town expenditures \$25,000 and over, pursuant to Town purchasing policy.

Discussion:

The following items being requested are:

1. H2O water systems interconnect #1
2. Odor and corrosion control services for sewer collection system
3. ½ ton Chevrolet pick-up truck
4. Electrical services – traffic signal

See attachment for additional explanation on the above expenditures.

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is \$207,975.00. Funds have been identified within their line item budgets as approved in the 2013-14 fiscal year budgets.

Alternatives:

1. Council could choose not to approve the expenditure. The impact of not approving this expenditure would be the delay of the interconnections between the Town of Queen Creek and H2O water systems. The delay could impact the amount of available potable water for construction and HOA landscaping during the high summer usage.

2. Council could choose not to approve this expenditure, which would result in inadequate maintenance of the sewer collection system, which could in turn produce costly repairs in the future as well as higher levels of malodorous H₂S (rotten egg scent) being emitted from manholes throughout Town.
3. Council could choose not to approve this expenditure and staff would have to rely on the availability of the only Fleet pool pick-up truck. This negatively impacts the efficiency and effectiveness of the CIP work group as well as other work groups that depend on the availability of the Fleet pool pick-up truck. Another option would be for staff to do a new solicitation for vehicles, which would result in higher costs and potential scheduling problems with more than one work group trying to schedule with limited resources.
4. Council could choose not to approve this expenditure. This could result in possible public safety issues and a higher liability risk for the Town since the traffic volume for the intersection warrants a signal.

Attachments:

A detailed list of the requested expenditures.

Attachment: Expenditure \$25,000 and over

For Fiscal Year 2014

March 5, 2014

Item #	Vendor	Description	Purpose	Requesting Dept	Fiscal Impact \$	Procurement Method
1	Sunrise Engineering	H2O Interconnect #1 – Work Order Amendment #2 Queen Creek and Meridian	H2O Interconnect #1 is for the first of four inner ties between the Town of Queen Creek and H2O water systems. This amendment is to include the preparation of two water line easement legal exhibits and descriptions.	Utilities Department	\$26,500	Town of Queen Creek Contract #2009-42
2	In-Pipe Technology	Odor and corrosion control services for the sewer collection system	Manhole dosing and odor patented microbiological product technology for the reduction of odor and corrosion control causing H2S vapor.	Utilities Department	\$46,800	Town of Queen Creek Contract #2013-001
3	Courtesy Chevrolet	½ ton Chevrolet double cab pick-up	Vehicle for the new CIP Project Manager for daily work. Vehicle will be fitted with warning lighting and equipment needed to complete job requirements. This purchase was approved along with the position by Council as a one-time expenditure.	Public Works Department (Fleet)	\$27,000	Arizona State Contract #ADSP012-016667
4	AJP Electric	Electrical services – traffic signal	The construction of a traffic signal at the intersection of Ocotillo and 220 th St. This was a budgeted item for FY 13/14.	Public Works Department (Traffic)	\$107,675	MCDOT Contract #2012-047



Requesting Department:
Economic Development

TAB C

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER
DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

FROM: JENNIFER SNYDER, DIGITAL MEDIA SPECIALIST

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN
AGREEMENT WITH CGI COMMUNICATIONS, INC.

DATE: FEBRUARY 26, 2014

Staff Recommendation:

Staff recommends approval of the agreement with CGI Communications, Inc.

Relevant Council Goal(s):

KRA 6: Image/Identity

Create a community marketing plan tied to mission, vision and values through a comprehensive branding effort.

KRA 9: Technology

Continuously enhance and monitor website effectiveness. Develop strategies for continuous improvement.

Proposed Motion:

Move to approve an agreement with CGI Communications, Inc.

Discussion:

In July 2010, Town Council approved an agreement with CGI Communications, Inc. to develop a video tour book for the Town's website at no charge to the Town. CGI filmed and developed six videos: Welcome, Quality of Life, Economic Development, Real Estate Relocation, Education and Horseshoe Park and Equestrian Centre. Since then, these videos are viewed and shared by more than 30,000 people across the country and even in Canada. The videos are available for residents, businesses and future residents to use and share to learn more about Queen Creek.

CGI has contacted the Town about renewing our agreement and updating the videos, as well as adding a new video showcasing the good work being done by residents and nonprofits in the community. While CGI assumes the cost for filming, voiceover and editing, the Town will work closely with them to develop/update the scripts and will have complete control over the editing process and final product. In exchange for offering this service, CGI will sell sponsorships to local businesses. The businesses will have their logos and business links in the space surrounding the video box. While the Town is not responsible for advertising, nor does it share in any revenues, CGI requests that a letter from the Town be sent to potential sponsorships to introduce CGI. The Town can also provide a No Call list to CGI.

Benefits:

- The program, offered free of charge to the Town, offers an opportunity to visually showcase features of the Town that may be attractive to visitors and those looking to do business in the Town.
- Much has changed since 2010 and this gives the Town an opportunity to highlight new features of the Town.
- The videos are e-mailable and easy to save on jump drives and discs, making them simple to provide to prospective stakeholders.
- Town has the ability to update the videos each year or if something in the video changes (i.e. new mayor, business no longer exists).
- The Town has complete control over the content of the videos.
- The Town is not responsible for selling any of the advertising, but can create a “no call list” for businesses that should not be approached, such as alcohol, tobacco, adult stores, casinos, etc.
- Provides an opportunity for local businesses to promote themselves to a potential national audience.

Potential Detriments:

- The Town would not financially benefit from any advertising that is sold.
- The advertising around the video box may be perceived by the public as “ads on the Town website.”
- Businesses may purchase advertising with this program in lieu of other advertising/partnering with the Chamber of Commerce.

Fiscal Impact:

There is no cost to the Town to enter into the proposed agreement. The services received by the Town from CGI would be at no cost.

There would be a significant savings associated with CGI’s production of the videos. The typical cost for a one-day shot (not including script writing, voiceover or talent) is \$2,500-4,000.

Alternatives:

1. The Town Council could choose not to approve the agreement with CGI and direct staff to explore options for creating videos independently. The consequence of this is that the videos would be an unbudgeted expense in FY2014-15.
2. The Town Council could request that staff pursue an alternate agreement with CGI that does not allow CGI to sell advertising to pay for the program. The consequence of this is that it is not their typical business model, so the costs are unknown, and it would be an unbudgeted expense in FY2014-15.
3. The Town Council could opt not to approve the agreement with CGI and not pursue any type of video “branding.”

Attachments:

Sample letter from Mayor Barney
Agreement for CGI Communications, Inc.

Dear Queen Creek Business Owner:

The Town of Queen Creek, AZ is excited to announce its continuation of the Community Video Program. We have extended our agreement with CGI Communications, Inc. to update our online videos highlighting all our community has to offer its residents, visitors, and businesses.

CGI is a leader in online marketing solutions, working with thousands of communities and businesses nationwide. With an easily viewable interface on the official Town website (www.queencreek.org) their video showcase will engage viewers in learning more about area attractions, economic development opportunities, quality of life, and so much more.

In addition to the videos being on the town's official web site, they will also be featured on Relocate.org, the largest relocation network in the nation. The Town of Queen Creek, AZ is dedicated to highlighting the advantages of living and working in our community, and we feel that this program can do just that!

A representative of CGI Communications will be contacting you with an opportunity to take advantage of their innovative digital media tools and services. We encourage you to consider supporting this program, which we feel is truly a win-win for all involved.

Best Regards,

Signatory
Title

TOWN OF QUEEN CREEK
SERVICES CONTRACT

This Contract is made and entered into effective as of the ____ day of _____, 2014 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and CGI Communications, Inc., a New York corporation ("Vendor"). Town and Vendor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

The Town wishes to enter into a contract for a community video program and subsequent services for the Town of Queen Creek website; and

Vendor is qualified to perform the Services; and

The Town Manager is authorized and empowered by the Town Code to execute contracts for services.

Now therefore, in consideration of the mutual promises and obligations set forth in this Contract the Parties agree as follows:

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

Vendor shall provide the services described in the Scope of Services attached here to as Exhibit B (the "Services"). The Services may include providing and/or installing certain Goods, as either specified on Exhibit B or as necessary to properly provide the Services ("Goods"), in which case such Goods to be provided shall be included in the Services provided under this Contract. All Services will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for defective, non-complying, improper, negligent or inadequate Services rendered, and/or Goods provided, pursuant to this Contract.

ARTICLE 2. FEES

1. Vendor shall be paid by local agencies in return for advertisements. The Town shall not be charged or invoiced for any services and/or goods covered under this Contract.

ARTICLE 3. TERM OF CONTRACT

1. This Contract shall be in full force and effect when approved and signed by its Town Manager as attested by the Town Clerk.

2. The term of the Contract shall commence on the date of award and shall continue for a period of three (3) years from the date of the award. The Town has the option, in the Town's sole discretion to renew the Contract for two (2) additional one year periods. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Any of the one (1) year contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.

ARTICLE 4. TERMINATION OF CONTRACT

1. The Town has the right to terminate this Contract for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor.

2. In the event the Town terminates this Contract or any part of the Services as herein provided, the Town shall notify the Vendor in writing, and immediately upon receipt of such notice, the Vendor shall discontinue all Services, or the specific Services being terminated, as applicable, under this Contract.

3. Upon such termination, the Vendor shall immediately deliver to the Town any and all documents or work product generated by the Vendor under the Contract (collectively, the "Work Product"), together with all unused material supplied by the Town, applicable to the Services being terminated. Vendor shall be responsible only for such portion of the work as has been completed and accepted by the Town. Use of incomplete data by the Town shall be the Town's sole responsibility.

4. The Vendor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Vendor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Vendor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

The entire Scope of Services to be performed in accordance with this Contract is set forth in Exhibit B. Services and Goods which are not included or necessary to providing the Services set forth in Exhibit B will be considered Additional Services, only if approved in writing by the Contract Administrator prior to their performance. The Vendor shall not perform such Additional Services without prior written authorization in the form of an approved written change order or contract amendment from the Town. In the event the Vendor performs such claimed Additional Services without prior written authorization from the Town, it shall be conclusively presumed that the claimed Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or receive any additional compensation for such claimed Additional Services.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

1. This Contract may not be assigned in whole or in part without the prior written

consent of the Town, and any such attempted assignment shall be null and void and a material breach of this Contract, and shall transfer no rights to the purported assignee.

2. The Vendor may engage such subvendors as Vendor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subvendors for the performance of any part of the Services specified in Exhibit B shall be subject to the prior written approval of the Town. Vendor will submit a complete list of subvendors on Exhibit B and will update the information on the list during the term of the Contract, should the status or identity of said subvendors change. Employment of such subvendors in order to complete the Services set forth in Exhibit B shall not entitle Vendor to additional compensation beyond that set forth in Article 2. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subvendors.

ARTICLE 7. COMPLETENESS AND ACCURACY

The Vendor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services performed pursuant to the Contract including, but not limited to the Services, and any the reports, surveys, plans, supporting data and/or other documents prepared or compiled pursuant to Vendor's obligations under this Contract and shall correct at Vendor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Vendor's Services shall in no way relieve the Vendor of any of Vendor's responsibilities hereunder.

ARTICLE 8. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, notes, drawings, or other documents, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Contract Administrator before final payment under this Contract is made to the Vendor, or upon termination of this Contract for any reason. To the extent any such documents is deemed to be the property of Vendor, Vendor hereby assigns all of Vendor's right, title and interest (including any applicable copyright) in such documents and Work Product to the Town.

ARTICLE 9. INDEMNIFICATION

1. To the fullest extent permitted by law, the Vendor shall defend, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subvendor. The Vendor's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Vendor or anyone for

whose acts the Vendor may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Vendor from and against all Claims other than those arising from the Indemnitees' sole negligence. The Vendor will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

2. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any Claim referred to in this Article, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion.

3. The Vendor's obligations under this Article shall survive the expiration or earlier termination of this Contract.

4. The insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

ARTICLE 10. INSURANCE

Vendor shall secure and maintain during the life of this Contract, the insurance coverages set forth on Exhibit A.

ARTICLE 11. WARRANTIES

1. The Vendor shall be responsible for and shall and hereby does warrant that all Services provided shall: (i) be of good quality; (ii) be provided by properly trained, qualified, and licensed (where applicable) workers and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects; (v) be appropriate for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statues and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Vendor's warranties running in favor of the Town under this Contract.

2. The Vendor shall be responsible for and shall and hereby does warrant that all Goods provided pursuant to this Contract shall: (i) be new; (ii) be of good quality and manufacture; (iii) conform to the requirements of this Contract and the specific Purchase Order (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects in material, workmanship, or design; (v) be fit for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statues and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Vendor's and manufacturers' warranties applicable to the Goods running in favor of the Town.

3. Copies of all applicable manufacturers' warranties shall be delivered to the Town with or before delivery to the Town, or installation of any Goods. The Contract Administrator may at any time require Vendor to deliver to the Contract Administrator written warranties from

the Vendor, and/or the manufacturers of the Goods, for review and approval by the Town. These warranties shall be in form and content satisfactory to the Town, the Project building owner (if different than the Town), the Town's lender(s), if any, and any other person reasonably requested by the Town, or the Town's lender(s). If the Vendor fails to deliver such warranties, or if the warranties are determined by the Contract Administrator to be inadequate or unacceptable, the Vendors will be considered to be in material breach of this Contract.

4. Immediately upon notice from the Contract Administrator thereof, Vendor shall correct or replace as required by the Contract Administrator, at Vendor's expense, all defects, noncompliance, or inadequacies which may be discovered in any of the Services and/or Goods provided under this Contract. The Town's acceptance or approval of the Services and/or Goods shall in no way relieve the Vendor of any of Vendor's responsibilities hereunder. Unless a longer period is provided in the Contract Documents, the Vendor's or manufacturers' written warranties, this obligation to correct or replace shall continue for a period of two (2) years after acceptance of the specific Services and/or Goods.

ARTICLE 12. ADDITIONAL DISCLOSURES BY VENDOR

1. The Vendor shall reveal fully and in writing any financial or compensatory agreements which the Vendor has with any prospective contractor prior to the Town's publication of requests for proposals or comparable documents.

2. The Vendor hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this contract, and that the Vendor has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this contract.

3. The Vendor shall comply with Executive Order No. 11246 entitled "Equal Opportunity Employment" as amended by Executive Order no. 11375, and supplemented Department of Labor Regulations 41 CFR, Part 16.

ARTICLE 13. CONTRACT ADMINISTRATOR

The Town's Contract Administrator for this Contract shall be the Town Manager or his/her designee(s).

ARTICLE 14. NOTICE

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

Town: John Kross, Town Manager
22350 South Ellsworth Road
Queen Creek, Arizona 85142
Facsimile: (480) 358-3189

With a copy to: Dickinson Wright/Mariscal Weeks
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012
Att'n: Fredda J. Bisman, Esq.
Facsimile: (602) 285-5100

Vendor: CGI Communications, Inc.
Attn: Nicole Rongo
130 East Main Street, 8th Floor
Rochester, New York 14604
Facsimile: (866) 429-8611

With a copy to: _____

Facsimile: () _____

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

ARTICLE 15. GENERAL PROVISIONS

A. RECORDS AND AUDIT RIGHTS. Vendor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments, or claims submitted by the Vendor or any of his payees related to or arising out of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Vendor's records and personnel throughout the term of this Contract and for a period of three (3) years after last or final payment.

B. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals, Exhibits and Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

C. **ATTORNEYS' FEES.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or an account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

D. **ENTIRE AGREEMENT.** This Contract constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

E. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Maricopa County, Arizona and both Parties consent to the sole jurisdiction of, and venue in, such court for such purposes.

F. **INDEPENDENT CONTRACTOR.** The services Vendor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/her own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

G. **TAXES.** Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Vendor acknowledges that Vendor may be subject to I.R.S. provisions for payment of estimated income tax. Vendor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

H. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Contract shall be in writing and signed by all Parties hereto.

I. **COMPLIANCE WITH LAW.** The Vendor specifically agrees and hereby warrants to the Town that in the performance of the Services, Vendor and anyone acting on Vendor's behalf, including but not limited to Vendor's subvendors, will comply with all state, federal and local statues, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this contract.

J. **SEVERABILITY.** In the event that any provision of this Contract shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

K. WAIVER. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

L. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Contract may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Vendor warrants to the Town that the Vendor and all its subvendors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Vendor acknowledges that a breach of this warranty by the Vendor or any of its subvendors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Vendor or any subvendor who works on this Contract to ensure compliance with this warranty.

The Town may conduct random verification of the employment records of the Vendor and any of its subvendors to ensure compliance with this warranty.

The Town will not consider Vendor or any of its subvendors in material breach of the foregoing warranty if Vendor and its subvendors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract the Vendor enters into with any and all of its subvendors who provide services under this Contract or any subcontract. As used in this Section M "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. CANCELLATION FOR CONFLICT OF INTEREST. Pursuant to the provisions of A.R.S. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a Vendor to any other party to the contract with respect the subject matter of the contract.

O. LICENSES. Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Vendor and the services to be performed under the resultant contract.

P. PERMITS AND RESPONSIBILITIES. Vendor shall, without additional expense to

the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the work.

Q. LIENS. Vendor shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if the Town requests, Vendor shall deliver appropriate written releases, in statutory form of all liens to the Town.

R. PATENTS AND COPYRIGHTS. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Town and shall not be used or released by Vendor or any other person except with the prior written permission of the Town.

S. WORKPLACE COMPLIANCE. Vendor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Agreement at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

In witness whereof, the parties hereto have executed and caused to be signed by their duly authorized representatives, this Contract effective on the date first written above.

TOWN OF QUEEN CREEK:

Approval of Contract Administrator:

John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM:

Dickinson Wright/Mariscal Weeks
Town Attorneys

VENDOR:

Nicole Rongo, Vice President of Marketing
CGI Communications, Inc.

EXHIBIT A
INSURANCE

1. **Insurance Certificate:** The Town requires a complete and valid certificate of insurance prior to the award of any contract. Vendor shall submit a copy of the insurance certificate for coverage with minimum amounts stated below. The coverage shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other vendor obligations. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

2. **Deductible:** The amount of any deductible shall be stated on the face of the certificate. The Contract Administrator may require Vendor to furnish a financial statement establishing the ability of Vendor to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish Vendor's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and the Town will have no further obligation to Vendor.

3. **General Liability:** Vendor shall secure and maintain, at his or her own expense, until completion of the contract, general liability as shall protect Vendor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the Goods and Services provided under this contract. Vendor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

- i. **Projects less than \$1,000,000:** Vendor shall have total limits of insurance to include primary and excess coverage in an amount not less than \$2,000,000. For example, coverage may include \$1,000,000 primary and \$1,000,000 excess, \$2,000,000 primary, or other equivalent combinations.
- ii. **Projects greater than \$1,000,000:** Vendor shall provide total limits of insurance to include primary and excess coverage in an amount of not less than \$5,000,000. For example, coverage may include \$1,000,000 primary and \$4,000,000 excess, \$2,000,000 primary and \$3,000,000 excess, or other equivalent combinations.

4. **Automobile Liability:** Vendor shall secure, and maintain at his or her own expense, until the completion of the Contract, coverage for any auto, including non-owned and hired autos, with a combined single limit of \$1,000,000 per occurrence. The Town shall be named as an Additional Insured.

5. **Worker's Compensation Insurance:** Before beginning work, Vendor shall furnish to the Town satisfactory proof that he or she has, for the period covered under the

Contract, full Worker's Compensation coverage for all persons whom Vendor may employ directly, or indirectly, and shall hold the Town free and harmless for all personal injuries of all persons whom Vendor may employ directly or indirectly.

6. **Additional Insured:** Vendor shall name the Town of Queen Creek as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance.

7. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Vendor must have no less than an "A" rating in accordance with the A.M. Best rating guide.

8. **Waiver:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive, reduce, or increase insurance requirements should it be in the best interest of the Town.

9. **Additional Insurance Requirements:** The Vendor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Vendor as "Additional Insureds" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Worker's Compensation and Professional Liability required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, Town of Queen Creek, its agents, representatives, officers, directors, officials and employees as "Additional Insureds".

2013 Community Video Tour Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
800-398-3029 phone
866-429-8611 fax

Name: Marnie Schubert
Title: Communications Director
Address: 22350 S Ellsworth Rd
City, State, Zip: Queen Creek, AZ 85142
Phone: 480-358-3196
Email: marnie.schubert@queencreek.org
Website: www.queencreek.org

CGI shall provide a Community Video Program as follows:

- Updates to existing video content or four new videos (approx. 1 minute in duration)
- One Community Organization chapter to promote charities, nonprofits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film video updates
- We reserve the right to use still images and photos for video production
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of City Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval any revision, including final draft, shall be deemed approved if no response is received by us within thirty (30) days of request
- Patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Businesses will be allowed to purchase various digital media products and services from CGI Communications and its company affiliates
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one to two years. CGI Communications is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Tour from your website shall be facilitated by CGI Communications providing HTML source code for graphic link to be prominently displayed on the www.queencreek.org website homepage
- eLocalLink will own copyrights of the master Community Video Tour
- The Town of Queen Creek will assume no cost or liability for this project

Program Add-On if signed and received by the Town of Queen Creek, AZ:

- SmartTrack™ measurement and trackability

The Town of Queen Creek shall:

- Provide a letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Tour
- Grant CGI the right to use organization's name in connection with the preparation, production, and marketing of the program
- Display the "Community Video Tour" link to be no less than 155 by 400 pixels prominently on the www.queencreek.org website homepage for the term of this agreement
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content on Community Video Program and all related CGI Programs, including but not limited to its "Community Video Network"

We, the undersigned, understand the above information and have full authority to sign this agreement.

The Town of Queen Creek, AZ

CGI Communications, Inc.

Signature:

Signature: 

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing

Date:

Date: February 14, 2014



Requesting Department:
Town Manager

TAB D

TO: HONORABLE MAYOR AND TOWN COUNCIL

FROM: PATRICK FLYNN, ASSISTANT TOWN MANAGER/CFO

THROUGH: JOHN KROSS, TOWN MANAGER

RE: CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION APPROVING ALL MATTERS RELATED TO INCURRING A LOAN AGREEMENT WITH THE GREATER ARIZONA DEVELOPMENT AUTHORITY (GADA) TO REFINANCE A 2003 LOAN; DELEGATING DETERMINATIONS OF CERTAIN MATTERS TO THE TOWN MANAGER AND DECLARING AN EMERGENCY.

DATE: MARCH 5, 2014

Staff Recommendation:

Staff recommends the approval of Resolution 981-14 authorizing the refinancing of the 2003 Greater Arizona Development Authority (GADA) loan to save interest costs in the Town's financial program.

Relevant Council Goal

KRA 5 (Financial Management/Internal Services & Sustainability)
Goal 1 (Maintain long-term financial sustainability for local government operations)

Proposed Motion:

Motion as outlined to the staff recommendation

Discussion:

In October 2003, the Town borrowed \$5,530,000 from the GADA program for our initial buy-in to the Greenfield Wastewater Reclamation plant. We currently own 18% of this facility. Our current interest rate on this loan is 4.9%. We now have an opportunity to refinance the loan, given the 10 year call date on this loan. (could not have refinanced the loan prior to October 2013). We have been monitoring interest rates every since last October and our bond advisor indicates

it is a very good time to refinance this loan, especially with the Federal Reserve Bank considering raising interest rates.

With interest rates now in the 3.3% range (versus the 4.9% current loan rate), we anticipate saving \$420,000 in debt service costs over the remaining life of the loan (matures in FY 2028). Approval of the resolution is recommended.

Please note that the resolution includes an emergency clause so that we can do this as quickly as possible given some of the volatility that can occur in the financial markets. In addition, we are also refinancing this particular GADA loan with 3 other borrowers (Guadalupe, Coolidge & William) therefore some flexibility is required.

Alternative:

Council could choose not to refinance at this time and instead keep the current loan arrangement.

Attachments:

- Resolution 981-14
- Sixth Loan Payment Agreement

RESOLUTION NO. 981-14

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, A SIXTH LOAN REPAYMENT AGREEMENT, A FINANCIAL GUARANTY AGREEMENT (IF NECESSARY) AND A CONTINUING DISCLOSURE UNDERTAKING; ACCEPTING A LOAN FROM THE GREATER ARIZONA DEVELOPMENT AUTHORITY PURSUANT TO SUCH LOAN REPAYMENT AGREEMENT IN THE AMOUNT OF NOT TO EXCEED \$4,700,000; AUTHORIZING THE APPROVAL OF THE PORTIONS OF AN OFFICIAL STATEMENT DESCRIBING THE TOWN AND THE DISTRIBUTION AND USE THEREOF; DELEGATING TO THE TOWN MANAGER OF THE TOWN THE AUTHORITY TO DESIGNATE THE FINAL INTEREST RATE, MATURITY DATE, PRINCIPAL AMOUNT, PREPAYMENT PROVISIONS AND OTHER MATTERS WITH RESPECT TO SUCH LOAN REPAYMENT AGREEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and Common Council of the Town of Queen Creek, Arizona (the "Town"), have determined that it will be beneficial to the citizens of the Town to refinance the Loan Repayment Agreement, dated as of October 1, 2003 (the "Prior Loan Agreement"), between the Town and the Greater Arizona Development Authority (the "Authority") the Greater Arizona Development Authority (the "Authority"); and

WHEREAS, in order to do so, the Council of the Town deems it necessary and desirable to borrow not to exceed \$4,700,000 from the Authority; and

WHEREAS, in connection therewith, the Town and the Authority shall enter into a Sixth Loan Repayment Agreement, to be dated as of the date determined as provided herein (the "Loan Agreement"); and

WHEREAS, in order to obtain the funds with which it will fund the Loan Agreement, the Authority will issue and sell its Infrastructure Revenue Refunding Bonds, Series 2014A (the "Authority Bonds"); and

WHEREAS, in connection with the issuance of the Authority Bonds, the Town may be required to provide a surety bond or insurance policy for deposit into the "GADA Loan Reserve Fund" established pursuant to the Loan Agreement and in connection therewith may be required to execute and deliver a financial guaranty or similar agreement, to be dated as of the date of the Loan Agreement (the "Financial Guaranty Agreement"), with a bond insurance or surety bond company; and

WHEREAS, with respect to the Authority Bonds, the Town will be either an obligated person or a contingent obligated person for purposes of Securities and Exchange Commission Rule 15(c)2-12 and will be required to execute and deliver a Continuing Disclosure Undertaking, to be dated the date of initial delivery of the Authority Bonds (the "Undertaking"); and

WHEREAS, there have been placed on file with the Clerk of the Town and presented at the meeting at which this Resolution was adopted (1) the proposed form of the Loan Agreement, (2) the proposed form of the Undertaking and (3) the proposed form of the Preliminary Official Statement relating to the Authority Bonds (the "Preliminary Official Statement");

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1. The refinancing of the Prior Loan Agreement pursuant to the Loan Agreement is in furtherance of the purposes of the Town and in the public interest.

Section 2. (A) The loan pursuant to the Loan Agreement (the "Loan") is hereby accepted from the Authority in an amount of not to exceed \$4,700,000. The principal amount of the Loan shall bear interest from the dated date of the Loan Agreement as provided in the Loan Agreement until the Loan is paid. Such principal amount shall be due and payable in installments on July 1 on the dates determined as provided herein. Such interest shall be payable on the interest payment dates (as such term is hereinafter defined) and commencing on the date, in each case, determined as provided herein.

(B) The Town Manager of the Town is hereby authorized and directed to determine on behalf of the Town: (1) the dated date and total principal amount of the Loan (but not to exceed the amount indicated hereinabove; (2) the final maturity schedule of the Loan; (3) the interest rate on the Loan and the dates for payment of such interest (the "interest payment dates"); (4) the provisions for prepayment of the Loan and (5) the provision for credit enhancement, if any, for the Loan (as well as in each case the related provisions of the Loan Agreement and the Financial Guaranty Agreement including, if one, the form of the Financial Guaranty Agreement); provided, however, that such determinations must result in a yield as calculated for federal income tax purposes with respect to the Loan of not in excess of four percent (4%).

(C) The form, terms and provisions of the Loan including the provisions for the payment shall be as set forth in the Loan Agreement and are hereby approved.

Section 3. The forms, terms and provisions of the Loan Agreement and the Undertaking, in substantially the forms of such documents (including the exhibits thereto) presented at the meeting at which this Resolution was adopted, as well as, if necessary, the Financial

Guaranty Agreement in a form and with provisions acceptable to the Town Manager of the Town, are hereby, as applicable, ratified and approved, with such insertions, omissions and changes as are not inconsistent herewith and as shall be approved by the Mayor of the Town, the execution of such documents being conclusive evidence of such approval, and the Mayor and Clerk of the Town are hereby authorized and directed, for and on behalf of the Town, to sign and attest and deliver, respectively, the Loan Agreement, the Financial Guaranty Agreement (if necessary) and the Undertaking as well as any other documents necessary in connection therewith to provide for the Loan.

Section 4. The portions of the Preliminary Official Statement describing the Town are hereby "deemed final" for purposes of Securities and Exchange Commission Rule 15(c)2-12, the distribution and use of the Preliminary Official Statement by the Authority is in all respects hereby approved and confirmed, and the Town Manager of the Town is hereby authorized and directed to approve on behalf of the Town the portions of a final official statement for use in connection with the offering and sale of the Authority Bonds (the "Official Statement") describing the Town.

Section 5. As further described in the Loan Agreement and Section 41-2557(D)(4) and (6)(a), Arizona Revised Statutes, as amended, the Town hereby pledges to the amounts to come due under the Loan Agreement (and, as necessary, the Financial Guaranty Agreement) pursuant to, and with the limitations described in, the Loan Agreement, among other revenues, its moneys now or hereafter contributed, allocated and paid over to the Town by the State of Arizona pursuant to Sections 42-5029 and 43-206, Arizona Revised Statutes, as amended (the "State Shared Revenues"), and the "Excise Taxes" Tax (as such term is defined in the Loan Agreement). The obligation of the Town to make the payments under the Loan Agreement does not constitute an obligation of the Town or the State of Arizona, or any of its political subdivisions, for which the Town or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of property taxation nor does the obligation to make payments under the Loan Agreement constitute an indebtedness of the Town or of the State of Arizona, or any of its political subdivisions, within the meaning of the Constitution of the State of Arizona or otherwise.

Section 6. (A) After the proceeds of the Loan are advanced to the Town, this Resolution shall be and remain irrevocable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

(B) If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

(C) All orders and resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such

inconsistency. This waiver shall not be construed as reviving any order or resolution or any part thereof.

(D) The immediate operation of this Resolution is necessary for the refinancing on the most attractive terms available to the Town of the Prior Loan Agreement and the preservation of the public health and welfare; an emergency is hereby declared to exist; this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the Town, as required by law and this Resolution is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Council and approved by the Mayor
of the Town of Queen Creek, Arizona, this 5th day of March, 2014.

.....
Mayor, Town of Queen Creek, Arizona

ATTEST:

.....
Town Clerk, Town of Queen Creek,
Arizona

DRAFT
05/22/13
06/06/13
01/31/14

SIXTH LOAN REPAYMENT AGREEMENT

By and Between

THE TOWN OF QUEEN CREEK, ARIZONA,

and

THE GREATER ARIZONA DEVELOPMENT AUTHORITY

Dated as of _____ 1, 2014

SIXTH LOAN REPAYMENT AGREEMENT

THIS SIXTH LOAN REPAYMENT AGREEMENT, dated as of _____ 1, 2014 (this "Agreement"), by and between the Town of Queen Creek, Arizona, a municipal corporation and a political subdivision of the State of Arizona (the "Town"), and the Greater Arizona Development Authority, a body corporate and politic constituting a governmental instrumentality duly organized and existing within the State of Arizona under the Constitution and laws of the State of Arizona ("GADA"),

W I T N E S S E T H:

WHEREAS, the Town heretofore determined that it would be beneficial to its citizens to finance the costs of certain improvements to the wastewater collection and treatment system of the Town; and

WHEREAS, in order to finance the costs thereof, the Town deemed it necessary and desirable to borrow \$5,530,000.00 from GADA; and

WHEREAS, in connection therewith, the Town and GADA entered into a Loan Repayment Agreement, dated as of October 1, 2003 (the "First Loan Repayment Agreement"); and

WHEREAS, the Town also heretofore determined that it would be beneficial to its citizens to finance the costs of a development services building and land for other municipal purposes for the Town; and

WHEREAS, in order to finance the costs thereof, the Town deemed it necessary and desirable to borrow \$7,700,000.00 from GADA; and

WHEREAS, in connection therewith, the Town and GADA entered into a Second Loan Repayment Agreement, dated as of July 1, 2004 (the "Second Loan Repayment Agreement"); and

WHEREAS, the Town also heretofore determined that it would be beneficial to its citizens to finance the costs of land for a library and other municipal purposes for the Town; and

WHEREAS, in order to finance the costs thereof, the Town deemed it necessary and desirable to borrow \$2,470,000.00 from GADA; and

WHEREAS, in connection therewith, the Town and GADA entered into a Third Loan Repayment Agreement, dated as of August 1, 2005 (the "Third Loan Repayment Agreement"); and

WHEREAS, the Town also heretofore determined that it would be beneficial to its citizens to finance the costs of such library as well as of a park and equestrian center, road improvements, a public works yard and site acquisition and to refinance certain leases entered into by the Town; and

WHEREAS, in order to finance and refinance the costs thereof, the Town deemed it necessary and desirable to cause the execution and delivery of obligations in the principal amount of \$27,135,000 representing interests in a First Purchase Agreement, dated as of June 1, 2007 (the "First Purchase Agreement"), between the Town, as buyer, and a trustee, as seller; and

WHEREAS, pursuant to each of the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the Third Loan Repayment Agreement and the First Purchase Agreement, the Town irrevocably pledged for the payment of the amounts due thereunder the revenues from the Excise Taxes (as such term and all other initially capitalized terms used in these recitals are hereinafter defined) and the State Shared Revenues, such pledge being a first lien pledge upon such amounts of the revenues from the Excise Taxes and the State Shared Revenues as will be sufficient to make the payments pursuant thereto when due; and

WHEREAS, the Town has also heretofore entered into a Fourth Loan Repayment Agreement and a Fifth Loan Repayment Agreement with GADA, neither of which is on a parity with the other loan repayment agreements with GADA described hereinabove; and

WHEREAS, pursuant to Section 6 of each the First Loan Repayment Agreement, the Second Loan Repayment Agreement and the Third Loan Repayment Agreement and Section 5 of the First Purchase Agreement, so long as any amounts due thereunder remain unpaid or unprovided for, the Town may not further encumber the revenues from the Excise Taxes and the State Shared Revenues on a basis equal to the pledge thereunder unless the revenues from the Excise Taxes plus the State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed fiscal year of the Town, shall have amounted to at least two (2) times the highest combined interest and principal requirements for any succeeding fiscal year of the Town for the First Loan Repayment Agreement, the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement and any Parity Lien Obligations secured or so proposed to be secured by such pledge of the revenues from the Excise Taxes and the State Shared Revenues on a parity of lien therewith; and

WHEREAS, the Town has now determined that it will be beneficial to its citizens to refinance the First Loan Repayment Agreement (the "Project"); and

WHEREAS, in order to finance the costs of the Project, the Town deemed it necessary and desirable to borrow \$_____,000.00 from GADA; and

WHEREAS, in connection therewith, the Town and GADA have entered into this Agreement as a Parity Lien Obligation (specifically an Additional Agency/Authority Loan Agreement); and

WHEREAS, the test for the further encumbrance of the Excise Taxes and the State Shared Revenues on a basis equal to the pledge under the Second Loan Repayment Agreement, the Third Loan Repayment Agreement and the First Purchase Agreement described hereinabove was satisfied; and

WHEREAS, in order to obtain the funds with which it will make the loan pursuant to this Agreement, GADA has issued and sold its Infrastructure Revenue Refunding Bonds, Series 2014A;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Definitions. The following terms have the following meanings.

"Additional Agency/Authority Loan Agreements" has the meaning provided in Section 3.

"Advance Date" means the date on which the proceeds of the GADA Loan are delivered to the Town.

"Agreement" means this Loan Repayment Agreement.

"Business Day" means any day other than a Saturday, Sunday or holiday or a day on which banks in New York or Phoenix are authorized to be closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"Depository Trustee" means any bank or trust company with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority, who holds money and securities in trust for the payment of principal and interest pursuant to subparagraphs (b) or (c) of Section 9 of this Agreement.

"Excise Taxes" means the unrestricted transaction privilege (sales) tax, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures which the Town imposes; provided that the Mayor and Council of the Town may impose

other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council.

"First Purchase Agreement" means the First Purchase Agreement, dated as of June 1, 2007, between the Town as buyer, and a trustee, as seller.

"GADA" means the Greater Arizona Development Authority, a body corporate and politic constituting a governmental instrumentality duly organized and existing within the State under the Constitution and laws of the State and its successors and assigns.

"GADA Bonds" means the Infrastructure Revenue Refunding Bonds, Series 2014A of GADA which funded the GADA Loan to the Town.

"GADA Bond Counsel" means the firm of attorneys who rendered the opinion as to the tax exempt status of interest on the GADA Bonds or, if an opinion required by the GADA Indenture to be rendered by such counsel is unavailable, then other nationally recognized bond counsel selected by GADA and acceptable to the GADA Trustee.

"GADA Indenture" means the General Indenture of Trust, dated as of October 1, 1998, as supplemented, between GADA and the GADA Trustee, pursuant to which the GADA Bonds were issued.

"GADA Loan" means the loan by GADA of a portion of the proceeds of the GADA Bonds to the Town, which loan is evidenced by this Agreement.

"GADA Paying Agent" means the GADA Trustee or any successor or additional paying agent.

"GADA Rebate Consultant" means an independent certified public accounting firm or other qualified independent person or firm with knowledge of and experience in giving advice with respect to the provisions of Section 148(f) of the Code, designated by GADA and reasonably accepted to the GADA Trustee.

"GADA Trustee" means U.S. Bank National Association (formerly U.S. Bank Trust National Association and U.S. Bank, N.A.), or its successor, as trustee under the GADA Indenture.

"Official Statement" means the Official Statement for the GADA Bonds.

"Parity Lien Obligations" has the meaning provided in Section 3.

"Program Costs" means the fees and expenses of the GADA Trustee, any GADA Paying Agent, the GADA Rebate Consultant, GADA Bond Counsel, GADA's financial advisor and Rating Agency, fees and expenses and any continuing administrative fee of GADA with respect to the GADA Bonds and fees and expenses of any other person that relates to GADA's financing program allocable to the Town.

"Project" means the Project which is described in the Recitals hereto which is to be funded with the proceeds of the GADA Loan.

"Rating Agency" means any nationally recognized rating service designated by GADA and then maintaining a rating on the GADA Bonds.

"Second Loan Repayment Agreement" means the Second Loan Repayment Agreement, dated as of July 1, 2004, by and between the Town and GADA.

"State" means the State of Arizona.

"State Shared Revenues" means any amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State of Arizona or any agency thereof and returned, allocated or apportioned to the Town, except the Town's share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes.

"Third Loan Repayment Agreement" means the Third Loan Repayment Agreement, dated as of August 1, 2005, by and between the Town and GADA.

"Town" means the Town of Queen Creek, Arizona, a municipal corporation and political subdivision of the State.

"Undertaking" means the Continuing Disclosure Undertaking, dated the Advance Date, by the Town.

"United States Obligations" means direct obligations of, or obligations guaranteed by, the United States Treasury.

"WIFA" means the Water Infrastructure Finance Authority of Arizona.

Section 2. Term and Payments.

(a) Loan. Pursuant to the provisions of Section 41-2557, Arizona Revised Statutes and for the purpose of causing the completion by the Town of the Project, GADA shall make the GADA Loan to the Town, and the Town shall repay the GADA Loan to GADA, in the principal amount of \$_____,000.00. (As additional consideration, the

Town shall pay all fees and expenses of any person necessary with respect to providing information pursuant to the Undertaking; provided, however, that the remedies with respect to failure to comply with the Undertaking shall be limited as provided in the Undertaking.)

(b) Advance. GADA shall advance funds for the GADA Loan from the proceeds of the GADA Bonds issued pursuant to the GADA Indenture. GADA shall make a single advance on behalf of the Town in the amount of \$_____ (which is the proposed amount of the GADA Loan plus allocated premium) on the date of issuance and delivery of the GADA Bonds.

(c) Principal. Subject to subsection (h), the Town shall pay principal of and interest on the GADA Loan on the following dates and in the following amounts:

<u>Payment Date</u>	<u>Principal Amount Due</u>	<u>Interest Amount Due</u>
01/01/14		
07/01/14		
01/01/15		
07/01/15		
01/01/16		
07/01/16		
01/01/17		
07/01/17		
01/01/18		
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01/01/27		
07/01/27		
01/01/28		
07/01/28		
01/01/29		
07/01/29		
01/01/30		

<u>Payment Date</u>	<u>Principal Amount Due</u>	<u>Interest Amount Due</u>
---------------------	---------------------------------	--------------------------------

07/01/30

(d) Interest. Subject to subsection (h), the Town shall pay interest on the principal amount outstanding from the Advance Date until all principal is paid, at interest rates resulting in the "Interest Amounts" shown above. Interest is payable on January 1 and July 1 of each year commencing _____ 1, 201__, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(e) Program Costs. To the extent imposed by the Authority, the Town shall pay the Program Costs on July 1 of each year commencing July 1, 2014.

(f) Limited Unconditional Obligation. The obligation of the Town to make payments of principal and interest and for Program Costs hereunder (and of fees and expenses under the Undertaking) shall be limited to payment from the revenues from the Excise Taxes and the State Shared Revenues which are by this Agreement pledged to the payment thereof by the Town. The obligation of the Town to make the payments from the revenues from the Excise Taxes and the State Shared Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by GADA of any obligation to the Town or otherwise, or out of indebtedness or liability at any time owing to the Town by GADA. Until such time as all of these payments shall have been fully paid or provided for, the Town (i) shall not suspend or discontinue any payments provided for in Section 2 hereof, (ii) shall perform and observe all other agreements contained in this Agreement, and (iii) shall not terminate the term of this Agreement for any cause. Nothing contained in this Section shall be construed to release GADA from the performance of any of the agreements on its part herein contained and in the event GADA shall fail to perform any such agreements on its part, the Town may institute such action against GADA as the Town may deem necessary to compel performance so long as such action does not abrogate the obligations of the Town contained in the first sentence of this paragraph (f).

(g) Payment. The Town shall pay principal and interest and Program Costs hereunder by wire transfer in immediately available funds on the date due to an address provided in writing by GADA.

(h) Prepayment. Any installment of principal due on or after August 1, 2024, may be prepaid by the Town at any time on or after August 1, 2023, at a prepayment price equal to the principal amount being prepaid (in integral multiples of \$5,000), together with accrued interest to the prepayment date, interest from the prepayment date until the prepayment of the corresponding GADA Bonds and any

premium coming due on the prepayment date for the corresponding GADA Bonds. A notice of intent to prepay shall be given by the Town to GADA and the GADA Trustee at least 45 days prior to the date of prepayment. In the event of prepayment, the "Interest Amounts" on the Loan as provided in subsection (c) thereafter will be reduced in an amount equal to the reduction of interest on the GADA Bonds as a result of a prepayment of that portion of the GADA Bonds corresponding to the Loan.

Section 3. Pledge. The Town hereby irrevocably pledges for the payment of the amounts due hereunder the revenues from the Excise Taxes and the State Shared Revenues. The Town intends that this pledge shall be a first lien pledge upon such amounts of the revenues from the Excise Taxes and the State Shared Revenues as will be sufficient to make the payments pursuant hereto when due. The Town agrees and covenants to make said payments from the revenues from the Excise Taxes and the State Shared Revenues, except to the extent it chooses to make the payments from other funds pursuant to Section 5. Said pledge of, and said lien on, the revenues from the Excise Taxes and the State Shared Revenues is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof and to maintain the funds as hereinafter specified in this Agreement. All of the payments hereunder are coequal as to the pledge of and lien on the revenues from the Excise Taxes and the State Shared Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from the revenues from the Excise Taxes and the State Shared Revenues or security therefor. Except as limited by Sections 10(a)(iii) and 15 and by the corresponding sections in any agreement for any additional loan from GADA or for any loan from WIFA subject to Section 49-1225(F) or 49-1245(F), Arizona Revised Statutes hereinafter consummated (collectively, "Additional Agency/Authority Loan Agreements"), the rights of GADA to payment from the revenues from the Excise Taxes and the State Shared Revenues are on a parity with the rights to payment from the revenues from the Excise Taxes and the State Shared Revenues of the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement and any obligations hereafter issued on a parity with the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement and this Agreement as permitted pursuant to Section 6 of this Agreement (the "Parity Lien Obligations") which includes Additional Agency/Authority Loan Agreements. The Town shall remit to GADA from the revenues from the Excise Taxes and the State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of the Town to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from the revenues from the Excise Taxes and the State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of the Town, the State, or any of its political subdivi-

sions, or require the levy of, or be payable from the proceeds of, any ad valorem taxes.

Section 4. Excess Revenues. The revenues from the Excise Taxes and the State Shared Revenues in excess of amounts, if any, required to be paid under the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement, this Agreement and the Parity Lien Obligations, if any, shall constitute surplus revenues and may be used by the Town for any lawful purpose for the benefit of the Town, including the payment of obligations to which the revenues from the Excise Taxes and the State Shared Revenues may from time to time be pledged on a basis subordinate to the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement, this Agreement and the Parity Lien Obligations. If at any time the moneys in the funds and accounts held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant thereto.

Section 5. Use of Other Funds at the Option of the Town. The Town may, at the sole option of the Town, make such payments from its other funds as permitted by law and as the Town shall determine from time to time, but GADA acknowledges that it has no claim hereunder to such other funds. No part of the principal or interest payable pursuant to this Agreement shall be payable out of any ad valorem taxes imposed by the Town or from bonds or other obligations, the payment of which the Town's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by the Town according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 6. Parity Lien Obligations. So long as any amounts due hereunder remain unpaid or unprovided for, the Town shall not further encumber the revenues from the Excise Taxes and the State Shared Revenues on a basis equal to the pledge under the Second Loan Repayment Agreement, the Third Loan Repayment Agreement and the First Purchase Agreement and hereunder unless the revenues from the Excise Taxes plus the State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed fiscal year of the Town, shall have amounted to at least two (2) times the highest combined interest and principal requirements for any succeeding fiscal year of the Town for the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement, this Agreement and any Parity Lien Obligations secured or so proposed to be secured by such pledge of the revenues from the Excise Taxes and the State Shared Revenues on a parity of lien therewith. For purposes of this

Section, any variable rate indebtedness shall be assumed to bear interest at the maximum permissible rate.

Section 7. Town Control Over Revenue Collection.

(a) The amount of the State Shared Revenues is determined by statutory formula, and the Town has not covenanted and has no power to set or maintain rates or otherwise impose taxes to increase, replace or supplement the State Shared Revenues to provide for the payment of the amounts due hereunder.

(b) To the extent permitted by applicable law, the revenues from the Excise Taxes shall be retained and maintained so that the amounts received from the revenues from the Excise Taxes and the State Shared Revenues, when combined mathematically for such purpose only, all within and for the most recently completed fiscal year of the Town, shall have been equal to at least two (2) times the total of interest and principal requirements for the current fiscal year of the Town for the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement, this Agreement and any Parity Lien Obligations. If the revenues from the Excise Taxes and the State Shared Revenues for any such fiscal year shall not have been equal to at least one and one-quarter (1-1/4) times the total of the interest and principal requirements for the current fiscal year of the Town for the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement, this Agreement and any Parity Lien Obligations or if at any time it appears that the revenues from the Excise Taxes and the State Shared Revenues will not be sufficient to meet such requirements, the Town shall, to the extent permitted by applicable law, impose new exactions of the type of the Excise Taxes which will be part of the Excise Taxes or increase the rates for the Excise Taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year of the Town in order that (a) the revenues from the Excise Taxes and the State Shared Revenues will be sufficient to meet all current requirements hereunder and (b) the revenues from the Excise Taxes and the State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this subsection.

(c) (i) In order to secure payment of this Agreement and to create a separate and special fund which shall contain only the revenues from the Excise Taxes and shall not contain any other moneys of the Town, the Town shall continue to maintain the special fund known as the "Town of Queen Creek Excise Tax Revenue Fund" (the "Excise Tax Revenue Fund") established by the First Loan Repayment Agreement. Upon receipt by the Town, the revenues from the Excise Taxes shall be deposited in and to the Excise Tax Revenue Fund. The Excise Tax Revenue Fund shall be funded only from the revenues from the Excise Taxes received by the Town and from no other source. After paying therefrom amounts of the revenues from the Excise Taxes for the purposes described herein, the Excise Tax Revenue Fund may be reduced to zero each December 16 and June 16 after the amount required

to be paid as described hereinabove has been paid, including by transferring any such balance to the General Fund of the Town.

(ii) In order to secure payment of this Agreement and to create a separate and special fund which shall contain only the State Shared Revenues and shall not contain any other moneys of the Town, the Town shall also continue to maintain the special fund known as the "Town of Queen Creek State Shared Revenue Fund" (the "State Shared Revenue Fund"). Upon receipt by the Town, the State Shared Revenues shall be deposited in and to the State Shared Revenue Fund. The State Shared Revenue Fund shall be funded only from the State Shared Revenues received by the Town and from no other source. After paying therefrom amounts of the State Shared Revenues for the purposes described herein, the State Shared Revenue Fund may be reduced to zero each December 16 and June 16 after the amount required to be paid as described hereinabove has been paid, including by transferring any such balance to the General Fund of the Town.

Section 8. Representations, Warranties and Covenants.

(a) GADA represents, warrants and covenants that it has the power to enter into this Agreement; that this Agreement is a lawful, valid and binding obligation of GADA, enforceable against GADA in accordance with its terms, and has been duly authorized, executed and delivered by GADA; and that all required procedures for execution and performance of this Agreement by GADA, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner.

(b) The Town represents, warrants and covenants that it has the power to enter into this Agreement; that this Agreement is a lawful, valid and binding obligation of the Town, enforceable against the Town in accordance with its terms, and has been duly authorized, executed and delivered by the Town; that all required procedures for execution and performance of this Agreement by the Town, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; and that all payments hereunder will be paid when due out of funds which are legally available for such purposes.

Section 9. Providing for Payment. The Town may provide for the payment of any principal and interest with respect to this Agreement in any one or more of the following ways:

(a) by paying such principal and interest as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 2 hereof or on a date on which it can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with GADA and allocated to such payment is fully sufficient to

make, or cause to be made, such payment at its scheduled due date or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any United States Obligations which are noncallable, in such amount as shall be certified to GADA and the Town, by a national firm of certified public accountants acceptable to both GADA and the Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with GADA and allocated to such payment, to make, or cause to be made, such payment at its scheduled due date or on a date on which it can be prepaid.

Section 10. Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any payment at the time when the same is to be paid as provided herein, (B) the violation by the Town of any other covenant or provision of this Agreement, (C) the occurrence of an event of default with respect to the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement or the Parity Lien Obligations, or (D) the insolvency or bankruptcy of the Town as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of the Town or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any payment of principal and interest hereunder on the due date, or the nonpayment of principal and interest on the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement or the Parity Lien Obligations on their due dates; (B) in the case of nonpayment of the "Rebate Amount" (as such term is defined in the GADA Indenture) on the due date; (C) in the case of the breach of any other covenant or provision of this Agreement not cured within sixty (60) days after notice in writing from GADA specifying such default; and (D) in the case of any other default under the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement or any of the Parity Lien Obligations not cured after any notice and passage of time provided for under the proceedings under which the Second Loan Repayment Agreement, the Third Loan Repayment Agreement, the First Purchase Agreement or the Parity Lien Obligations was issued then,

(iii) GADA may (A) in the case of nonpayment, (1) certify to the Treasurer of the State and notify the Mayor and Council of the Town that the Town has failed to make a required payment and direct a withholding of the State Shared Revenues as provided in Sections 41-2557(L) and (M) and 41-2558(I), (J) and (K), Arizona Revised Statutes and the GADA Indenture, (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable by the Town under this Agreement, then

due, or to enforce performance and observance of any pledge, obligation, agreement, or covenant of the Town under this Agreement, and (3) with respect to the revenues from the Excise Taxes, without notice and without giving any bond or surety to the Town or anyone claiming under the Town, have a receiver appointed of the amounts of the revenues from the Excise Taxes which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and the Town does hereby irrevocably consent to such appointment) and (B) pursue any other remedy at law or in equity, including the remedy of specific performance.

(b) The obligations of the Town under this Agreement, including, without limitation, its obligation to make the required payments hereunder, shall survive any remedies exercised as provided in this Section 10, and the Town shall continue to pay the principal and interest due hereunder and perform all other obligations provided in this Agreement; provided, however, that the Town shall be credited with any amount received by GADA pursuant to exercise of remedies under this Section 10.

Section 11. Assignment.

(a) Except as otherwise provided herein, without the prior written consent of GADA, the Town shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, or any interest therein.

(b) GADA shall be entitled, with or without notice to, or the consent of, the Town, to sell, pledge, assign, transfer and encumber all or any part of its right, title and interest in and to this Agreement and all payments of any kind due or which become due to GADA hereunder, provided, however, that the transferee or assignee shall be bound by the terms hereof and all related agreements executed by GADA in connection herewith and, upon the Town's receipt of notice of any such assignment or transfer of GADA's interest, any such assignee(s) or transferee(s) shall thereafter (collectively, if more than one) become and be deemed to be GADA hereunder, and have all of the rights, powers, privileges and remedies, and be subject to all of the covenants and agreements, of GADA hereunder for all purposes of this Agreement except that GADA and the Town agree and acknowledge that following GADA's assignment or transfer of its interest hereunder as herein provided, the Town shall have no right to abate, reduce, withhold or offset against any payments due any successor of GADA, or otherwise hereunder, on account of any claims for misrepresentations or any claims for sums due the Town from GADA or any predecessor(s) in interest of GADA. No sale, assignment or transfer of all or any part of GADA's right, title and interest in, to and under this Agreement and all payments of any kind due or to become due to GADA hereunder shall be effective unless and until the Town shall have received a duplicate or original counterpart of the document by which the sale, assignment or transfer is made, disclosing the name, mailing address and tax identification or social security number of each such pur-

chaser, assignee or transferee (including where applicable, the settlor and beneficiaries of any trust and the principal and nominee of any interest to be held in nominee name); provided, however, that if such assignment or transfer is made to a bank or trust company as trustee, paying or escrow agent for the holders of the GADA Bonds, it shall thereafter be sufficient that a copy of the agency or trust agreement shall have been filed with the Town until the Town shall have been advised that such agency or trust agreement is no longer in effect. Upon the Town's receipt of written notice as above-described of GADA's sale, assignment or transfer of all or any part of its interest in this Agreement or the payments hereunder, the Town agrees to recognize any such purchaser(s), assignee(s) or transferee(s) (jointly if more than one) as the owner(s) of all right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant to this Agreement, and as GADA under this Agreement. Upon the written request of any purchaser, assignee or transferee of GADA's interest, the Town agrees to execute and deliver to such purchaser, assignee or transferee such certificates or other instruments in such forms as may reasonably be required by such purchaser, assignee or transferee, and to which the Town can truthfully attest, including but not limited to a separate acknowledgment of assignment certificate in the customary form as to such purchaser's, assignee's or transferee's right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant to this Agreement. Any such purchaser, assignee or transferee shall agree in writing to assume and perform all of the duties and responsibilities of GADA and shall acknowledge the Town's rights under this Agreement; provided, however, that in the event GADA becomes merged or consolidated with any other entity and the resulting entity meets the requirements for a successor trustee under any trust agreement, then the resulting entity shall assume all rights, responsibilities and duties of GADA hereunder without the execution or filing of any papers or any further act on the part of either party and "GADA" hereunder shall refer to such resulting party.

Section 12. Beneficiaries of Covenants. The covenants and agreements contained in Sections 13 through 15 hereof are made for the protection and benefit of the purchasers and holders, and their successors and assigns, of the GADA Bonds and of GADA, and are hereby declared to be enforceable by the GADA Trustee on their behalf and by GADA upon its behalf.

Section 13. Tax Covenants; Tax Compliance Certificate; Rebate Payments and Yield Restrictions.

(a) The Town (1) shall execute and deliver, at or prior to funding of the GADA Loan, a tax compliance certificate as required by the GADA Bond Counsel and (2) shall comply with the provisions of such tax compliance certificate and any written directions of GADA that are necessary, in the judgment of GADA, so that the Town will not adversely affect the exclusion of interest on the GADA Bonds from gross income for federal income tax purposes. Without limiting

the generality of the foregoing, the Town covenants that (i) it shall take all actions required of it under such tax compliance certificate for interest on the GADA Bonds to be and remain excluded from gross income for federal income tax purposes, (ii) it shall not take or authorize to be taken any actions which would adversely affect that exclusion, (iii) it shall apply the proceeds of the GADA Loan in compliance with such tax compliance certificate, (iv) it shall restrict the yield on any obligations acquired with the proceeds of the GADA Loan and on other investment property, (v) it shall furnish GADA with such information in the form and at the time as is required by GADA so that GADA can calculate the "Rebate Amount" (as such term is defined in the GADA Indenture) and (vi) it shall make timely and adequate payments to the GADA Trustee of the portion of the "Rebate Amount" as provided in such tax compliance certificate and the GADA Indenture payable on the GADA Bonds as determined by GADA to be allocable to the GADA Loan, all as provided in such tax compliance certificate and the GADA Indenture.

(b) The Town shall use, and shall restrict the use and investment of the proceeds of, the GADA Loan in such manner and to such extent, if any, as may be necessary so that (i) the GADA Bonds will not constitute an arbitrage bond, a private activity bond or a hedge bond under Sections 141, 148 or 149 of the Code, or not be treated other than as bonds to which Section 103(a) of the Code applies and (ii) the interest on the GADA Bonds will not be treated as a preference item under Section 57 of the Code.

(c) Any officer of the Town having responsibility with respect to the execution and delivery of the GADA Loan shall be authorized to make any election, approval or waiver on behalf of Town with respect to the GADA Loan or the GADA Bonds as the Town is permitted or required to make or give under the federal income tax laws for the purpose of assuring the tax treatment or status of interest on the GADA Bonds.

Section 14. Intercept of State Shared Revenues. A failure to pay principal of and interest on the GADA Loan when due, shall result in the withholding of certain State-Shared Revenues due to the Town, as required by Sections 41-2557(J) and (K), Arizona Revised Statutes and pursuant to the GADA Indenture for such purpose.

Section 15. Matters Relating to Offering Document.

(a) For a period until not later than 25 days after the date of delivery of the GADA Bonds if and so long as the offering of the GADA Bonds continues (i) the Town shall furnish such information with respect to itself and this Agreement as GADA or the underwriters of the GADA Bonds may from time to time reasonably request and (ii) if any event shall occur as a result of which it is necessary, in the judgment of GADA, or counsel for the underwriters of the GADA Bonds, to amend or supplement the information in the Official Statement relating to the Town and this Agreement in order to make such

information not misleading in light of the circumstances then existing, the Town shall forthwith prepare, and furnish to GADA and such underwriters, such information relating to the Town and this Agreement as may be necessary to permit the preparation of an amendment of or supplement to the Official Statement (in form and substance satisfactory to GADA, GADA Bond Counsel and such underwriters) which will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances then existing, not misleading.

(b) If prior to the 25th day following the "end of the underwriting period" as defined for purposes of Securities and Exchange Commission Rule 15c2-12 any event shall occur which causes the representations of the Town contained in this Agreement or any statement concerning the Town or this Agreement in the Official Statement to be false in any material respect, the Town shall promptly notify GADA of such development, and if in the opinion of GADA, GADA Bond Counsel or the underwriters of the GADA Bonds, such development requires the preparation of a supplement or an amendment to the Official Statement, the Town shall cooperate with GADA and such underwriters in preparing any such supplement or amendment in a form acceptable to such parties and to pay all expenses incurred by such parties in connection with the preparation thereof.

Section 16. Miscellaneous.

(a) No covenant or obligations herein to be performed by the Town may be waived except by the written consent of GADA, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude GADA from invoking such remedy at any later time, prior to the cure by the Town of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both GADA and the Town.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) GADA hereunder shall have the right at any time or times, by notice to the Town, to designate or appoint any person or entity to act as agent or trustee for GADA for any purposes hereunder.

(f) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(g) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(h) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns, as the case may be.

(i) Any payments due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

Section 17. Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, or delivered to the party for which the same is intended or certified, as follows:

If to the Authority: Greater Arizona Development Authority
 1700 West Washington, Suite 420
 Phoenix, Arizona 85007
 Attention: Executive Director

If to the Town: Town of Queen Creek, Arizona
 22350 South Ellsworth Road
 Queen Creek, Arizona 85242-9311
 Attention: Manager

Section 18. State Law Covenant Requirements.

(A) To the extent applicable by provision of law, the Town and GADA acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the Town or GADA may within three years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the Town or GADA if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or GADA is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(B) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Town and GADA shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Town or GADA, as applicable, of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Town or GADA by GADA or the Town, as applicable. The Town and GADA retain the legal right to randomly inspect the papers and records of GADA or the Town, as applicable, to ensure that GADA or the Town, as applicable, is complying with the foregoing. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Town and GADA. The Town and GADA shall cooperate with the random inspections by GADA or the Town, as applicable, including granting GADA or the Town, as applicable, entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(C) Pursuant to Sections 35-391.06 and 35-393.06, Arizona Revised Statutes, neither the Town or GADA has a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Section 35-391 and 35-393, Arizona Revised Statutes, as applicable. If the Town or GADA determines that GADA or the Town, as applicable, submitted a false certification, the Town or GADA, as applicable, may impose remedies as provided by law including terminating the services of GADA or the Town, as applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day of _____, 2014.

GADA:

GREATER ARIZONA DEVELOPMENT AUTHORITY

By.....

Its:.....

Town:

THE TOWN OF QUEEN CREEK, ARIZONA

By.....

Mayor

ATTEST:

.....
Town Clerk

APPROVED AS TO FORM:

.....
Town Attorney

DRAFT
05/22/13
06/06/13
01/31/14

TOWN OF QUEEN CREEK, ARIZONA ("GOVERNMENTAL UNIT")

CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (this "*Undertaking*") is executed and delivered by the Town of Queen Creek, Arizona (the "*Governmental Unit*"), in connection with a loan (the "*Loan*") to be made to the Governmental Unit from the proceeds of the Bonds (as defined below) issued by the Greater Arizona Development Authority (the "*Authority*"). The Bonds are being issued pursuant to the Authority's Infrastructure Revenue Refunding Bonds, Series 2014A Resolution dated _____, 2014. The terms and conditions under which the Loan is made are set forth in a Fourth Loan Repayment Agreement dated on or before the date hereof (the "*Loan Agreement*") between the Authority and the Governmental Unit. The obligation of the Governmental Unit to repay its Loan in accordance with the terms of the Loan Agreement (the "*Loan Payments*") is secured by a pledge of certain revenues paid to the Governmental Unit as set forth in the Loan Agreement. The Governmental Unit covenants and agrees as follows:

1. *Purpose of this Undertaking.* This Undertaking is executed and delivered by the Governmental Unit as of the date set forth below for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters (as defined below) in complying with the requirements of the Rule (as defined below).

2. *Definitions.* The terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"*Annual Information*" means the financial information and operating data set forth in *Exhibit I*.

"*Annual Information Disclosure*" means the dissemination of Annual Information and the Audited Financial Statements as set forth in Section 4 hereof.

"*Audited Financial Statements*" means the audited financial statements of the Governmental Unit prepared pursuant to the standards and as described in *Exhibit I*.

"Bonds" means the \$_____,000 Greater Arizona Development Authority Infrastructure Revenue Refunding Bonds, Series 2014A.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the Governmental Unit and which has filed with the Governmental Unit a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at <http://emma.msrb.org>.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Listed Event" means the occurrence of any of the events (set forth in Exhibit II) with respect to the Loan Agreement. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

"Listed Events Disclosure" means dissemination of a notice of a Listed Event as set forth in Section 5 hereof.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"Rule" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time but only to the extent any amendment is made applicable to this Undertaking.

"State" means the State of Arizona.

"Undertaking" means the obligations of the Governmental Unit pursuant to Sections 4 and 5 hereof.

3. *CUSIP Number/Final Official Statement.* The base CUSIP Number of the Bonds is 391577. The Final Official Statement relating to the Bonds is dated _____, 2014 (the "*Final Official Statement*").

4. *Annual Information Disclosure.* Subject to Section 8 of this Undertaking and to annual appropriation by the Governmental Unit to provide for the costs in connection therewith if amounts are not available for such purpose pursuant to the Loan Repayment Agreement for such purpose, the Governmental Unit shall disseminate its

Annual Information and its Audited Financial Statement, if any, (in the form and by the dates set forth in *Exhibit I*) through EMMA.

If any part of the Annual Information can no longer be generated because the operations to which it relates have been materially changed or discontinued, the Governmental Unit will disseminate a statement to such effect as part of its Annual Information for the year in which such event first occurs.

If any amendment is made to this Agreement, the Annual Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. *Listed Events Disclosure.* Subject to Section 8 of this Undertaking and to annual appropriation by the Governmental Unit to provide for the costs in connection therewith if amounts are not available pursuant to the Loan Agreement for such purpose, the Governmental Unit shall disseminate in a timely manner, but in not more than ten (10) business days, Listed Events Disclosure through EMMA.

6. *Consequences of Failure of the Governmental Unit to Provide Information.* The Governmental Unit shall give notice in a timely manner through EMMA, of any failure to provide Annual Information Disclosure when the same is due hereunder.

In the event of a failure of the Governmental Unit to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Governmental Unit to comply with its obligations under this Undertaking. A default under this Undertaking shall not be an event of default under the Loan Agreement. The sole remedy under this Undertaking in the event of any failure of the Governmental Unit to comply with this Undertaking shall be an action to compel performance.

7. *Amendments; Waiver.* Notwithstanding any other provision of this Undertaking, the Governmental Unit by certified resolution authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived, if

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Governmental Unit, or type of business conducted;

(b) This Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the beneficial owners of the Bonds, as determined by a counsel or other entity unaffiliated with the Governmental Unit.

8. *Period During Which Information Provided; Termination of Undertaking.* Annual Information and Listed Events Disclosure will be provided for any fiscal year in which the Governmental Unit's Loan Payments are equal to or exceed 10% of the aggregate amount of all outstanding loan payments with respect to the Bonds. The Undertaking of the Governmental Unit shall be terminated hereunder if the Governmental Unit shall no longer have liability for any obligation on or relating to repayment of the Loan Agreement. The Governmental Unit shall give notice in a timely manner, if this Section is applicable, through EMMA.

9. *Dissemination Agent.* The Governmental Unit may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent

10. *Additional Information.* Nothing in this Undertaking shall be deemed to prevent the Governmental Unit from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the governmental Unit chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Undertaking, the Governmental Unit shall have no obligation under this Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Listed Event.

11. *Beneficiaries.* This Undertaking has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the Governmental Unit, the Authority, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. *Recordkeeping; Governmental Unit to Provide Information to Authority.* The Governmental Unit shall maintain records of all Annual Information Disclosure and Listed Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. *Assignment.* The Governmental Unit shall not transfer its obligations under the Loan Agreement unless the transferee agrees to assume all obligations of the Governmental Unit under this Undertaking or to execute an undertaking under the Rule.

Simultaneously with any dissemination pursuant to Sections 4, 5, 8 or 10 hereunder, the Governmental Unit shall send written notice to the Authority describing (or containing a copy of) the information so provided under such sections.

14. *Governing Law.* This Undertaking shall be governed by the laws of the State.

Dated: _____, 2014.

TOWN OF QUEEN CREEK, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

EXHIBIT I

ANNUAL INFORMATION AND TIMING, AND AUDITED
FINANCIAL STATEMENT INFORMATION, IF APPLICABLE

Annual Information means the financial information and operating data as set forth below. All or a portion of the Annual Information and the Audited Financial Statements as set forth below, if any, may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The Governmental Unit shall clearly identify each such item of information included by reference.

I. Annual Information [specify the information in reasonable detail and by reference to the Final Official Statement]

a. Financial information and operating data [exclusive of Audited Financial Statements]:	State Shared Revenues by Type Actual Excise Tax Collections (including by industry activity) Existing Obligations Secured by State Shared Revenues including Debt Service and Coverage
b. Date by which Annual Information [exclusive of Audited Financial Statements] will be provided to each NRMSIR and the SID, if any.	On or before February 1 of each year, commencing February 1, 2014

II. Audited Financial Statements, if any.

a. Accounting principles pursuant to which financial statements will be prepared and whether the financial statements will be audited:	Accounting Standards are: GAAP, as applied to governmental units as modified by State law
b. Date by which Audited Financial Statements through EMMA.	Not later than the filing of the Annual Information or within 30 days after availability to Governmental Unit thereafter

III. If any change is made to the Annual Information as permitted by Section 4 of this Undertaking, the Governmental Unit will disseminate a notice of such change as required by Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE ASSIGNMENT
FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other notices or determinations, in each case, with respect to the tax status of the security, or other Listed Events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, or tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar events of the Governmental Unit, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Governmental Unit in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Governmental Unit, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Governmental Unit
13. The consummation of a merger, consolidation or acquisition involving the Governmental Unit or the sale of all or substantially all of the assets of the Governmental Unit, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material



Requesting Department:

Real Estate

TAB E

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, AICP
TOWN MANAGER

FROM: PATRICK FLYNN – ASSISTANT TOWN MANAGER,
CHIEF FINANCIAL OFFICER
SANDRA McGEORGE - MANAGEMENT ASSISTANT II

RE: CONSIDERATION AND POSSIBLE APPROVAL OF
RESOLUTION 982-14 AUTHORIZING AND DIRECTING
STAFF TO TAKE ALL ACTIONS NECESSARY TO
ACQUIRE REAL PROPERTY, LOCATED AT 22638 S.
ELLSWORTH ROAD (ASSESSOR'S PARCEL NUMBERS
304-67-006 A&B), FROM MAY YAN TONG AND WILSON
P. TONG, CO-TRUSTEES OF THE SURVIVOR'S TRUST
OF THE KWEI CHUNG TONG AND MAY YAN TONG
REVOCABLE TRUST FOR THE PURPOSE OF
EXPANSION OF THE MUNICIPAL COMPLEX

DATE: MARCH 5, 2014

Staff Recommendation:

Staff recommends approval of Resolution 982-14, authorizing and directing staff to take all actions necessary to acquire real property located at 22638 S. Ellsworth Road (Assessor's Parcel Numbers 304-67-006 A&B) from May Yan Tong and Wilson P. Tong, co-trustees of the Survivor's Trust of the Kwei Chung Tong and May Yan Tong Revocable Trust for the purpose of expansion of the municipal complex.

Relevant Council Goal(s):

KRA 1: Capital Improvement Program

Goal 1: Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.

Proposed Motion:

Move to approve Resolution 982-14, authorizing and directing staff to take all actions necessary to acquire real property located at 22638 S. Ellsworth Road (Assessor's Parcel Numbers 304-67-006 A&B) Road from May Yan Tong and Wilson P. Tong, co-trustees of the Survivor's Trust of the Kwei Chung Tong and May Yan Tong Revocable Trust for the purpose of expansion of the municipal complex.

Discussion:

The Town has plans to build out the municipal complex to provide for future needed services. The Tong property is located in the midst of current Town-owned parcels.

The Town has determined that the real property acquisition is beneficial for the Town as necessary for the future location of a municipal building or other improvements. The main parcel has a vacant house in disrepair on it, and the smaller parcel will be road right-of-way.

The resolution authorizes the appropriate Town staff to do all acts, take all steps and pay all fees necessary to acquire the property.

Fiscal Impact:

There is no fiscal impact at this time. Staff will attempt to negotiate a purchase agreement for the property based upon a qualified appraisal.

Alternatives:

Town Council may decide not to purchase this property at this time.

Attachments:

Resolution 982-14

Exhibit A - Legal Description

Exhibit B - Assessor's parcel map

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA,

Section 21 Township 2 South, Range 7 East of the Gila & Salt River Base & Meridian

PARCEL ONE:

That portion of the NE corner of said Section 21 described as follows:

BEGINNING at a point 1,801 feet South of the NE corner of said Section 21;
Thence West 190 feet;
Thence South 91.5 feet;
Thence East 190 feet;
Thence North 91.5 feet to the **POINT OF BEGINNING**
Except the East 55 feet.

PARCEL TWO:

The West 22 feet of the East 55 feet of the North 1,892.5 feet of the NE quarter of Section 21, except the North 1,801 feet thereof.

7012

EXHIBIT

MSB

TONG

S ELLSWORTH RD



304-67-3025E

304-67-0260

304-67-3004

304-67-0102

304-67-0104

304-67-0103

304-67-0105

304-67-0107

304-67-0107

304-67-0032

304-67-0030

304-67-023E

304-67-004E

304-67-003C

390'

280'

RESOLUTION 982-14

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE; AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN ATTORNEY AND TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS; AND TO PAY ANY AND ALL COSTS OR FEES IN ORDER TO ACQUIRE REAL AND/OR PERSONAL PROPERTY LOCATED AT 22638 S. ELLSWORTH ROAD IN QUEEN CREEK, ARIZONA AND ALSO KNOWN AS ASSESSOR'S PARCELS 304-67-006 A&B, FROM MAY YAN TONG AND WILSON P. TONG THROUGH GIFT, PURCHASE, OR EMINENT DOMAIN; IDENTIFYING THE REAL AND PERSONAL PROPERTY AS NECESSARY FOR EXPANSION OF THE MUNICIPAL COMPLEX

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Queen Creek, Arizona, as follows:

- Section 1.** That A.R.S. § 12-1111 defines the purposes for which eminent domain may be exercised and states that “roads, streets and alleys, and all other public uses for the benefit of the Town or the inhabitants thereof, which is authorized by the legislature,” and “buildings and grounds for any public use of a county, city, town or village” are named as purposes; and
- Section 2.** That the Town has identified two certain parcels of real property located in Section 21 of Township 2 South, Range 7 East, G&SRB&M, the said two parcels totaling approximately 14,375 sq. ft. or 0.33 acres in size needed for the purpose of expansion of the municipal complex for public use. A legal description of the parcels needed is attached as Exhibit A to this Resolution; and
- Section 3.** That the Mayor and Common Council find that use of said real property for expansion of the municipal complex is a public use and in the best interests of the citizens of Queen Creek.
- Section 4.** That the Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to acquire said real property by gift, purchase or eminent domain, and to do all acts and to sign all documents and pay all costs necessary to acquire said real property, including, if necessary, the use of the power of eminent domain as set forth in A.R.S. § 12-1111 et. seq.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 5th day of March, 2014.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, AICP, Town Manager

Fredda J. Bisman, Town Attorney

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA,

Section 21 Township 2 South, Range 7 East of the Gila & Salt River Base & Meridian

PARCEL ONE:

That portion of the NE corner of said Section 21 described as follows:

**BEGINNING at a point 1,801 feet South of the NE corner of said Section 21;
Thence West 190 feet;
Thence South 91.5 feet;
Thence East 190 feet;
Thence North 91.5 feet to the POINT OF BEGINNING
Except the East 55 feet.**

PARCEL TWO:

The West 22 feet of the East 55 feet of the North 1,892.5 feet of the NE quarter of Section 21, except the North 1,801 feet thereof.



Requesting Department:
Real Estate

TAB F

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, AICP
TOWN MANAGER

FROM: PATRICK FLYNN – ASSISTANT TOWN MANAGER,
CHIEF FINANCIAL OFFICER
SANDRA McGEORGE - MANAGEMENT ASSISTANT II

RE: CONSIDERATION AND POSSIBLE APPROVAL OF
RESOLUTION 983-14 AUTHORIZING AND DIRECTING
STAFF TO TAKE ALL ACTIONS NECESSARY TO
ACQUIRE REAL PROPERTY, LOCATED AT 22428 S.
ELLSWORTH ROAD (ASSESSOR'S PARCEL NUMBERS
304-67-010 M&Q), FROM LUIS AND STACY BAROCIO
FOR THE PURPOSE OF EXPANSION OF THE
MUNICIPAL COMPLEX

DATE: MARCH 5, 2014

Staff Recommendation:

Staff recommends approval of Resolution 983-14, authorizing and directing staff to take all actions necessary to acquire real property located at 22428 S. Ellsworth Road (Assessor's Parcel Numbers 304-67-010 M&Q) from Luis and Stacy Barocio for the purpose of expansion of the municipal complex.

Relevant Council Goal(s):

KRA 1: Capital Improvement Program

Goal 1: Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.

Proposed Motion:

Move to approve Resolution 983-14, authorizing and directing staff to take all actions necessary to acquire real property located at 22428 S. Ellsworth Road

(Assessor's Parcel Numbers 304-67-010 M&Q) from Luis and Stacy Barocio for the purpose of expansion of the municipal complex.

Discussion:

The Town has plans to build out the municipal complex to provide for future needed services. The Barocio property (two Assessor's parcels) is located in the midst of current Town-owned parcels. The Barocio family resides in a house on one of the parcels, and the other parcel is their backyard.

The Town has determined that the real property acquisition is beneficial for the Town as necessary for the future location of a municipal building or other improvements.

The resolution authorizes the appropriate Town staff to do all acts, take all steps and pay all fees necessary to acquire the property.

Fiscal Impact:

There is no fiscal impact at this time. Staff will attempt to negotiate a purchase agreement for the property based upon a qualified appraisal.

Alternatives:

Town Council could decide not to purchase this property at this time.

Attachments:

Resolution 983-14

Exhibit A - Legal Description

Exhibit B - Assessor's parcel map

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA,

Section 21 Township 2 South, Range 7 East of the Gila & Salt River Base & Meridian

Parcel One:

That portion of the NE corner of said Section 21 described as follows:

BEGINNING at the NE corner of said Section 21;
Running thence South (assumed bearing) along the East line of Section 21, a distance of 1,727.0 feet;
Thence West at right angles to said Section line; a distance of 423.0 feet to the TRUE POINT OF BEGINNING;

Running thence North parallel to Section line 60 feet
Thence North and West on a curve having a radius of 20 feet and a delta angle of 90 degrees, a distance of 31.42 feet;
Thence West 80 feet;
Thence South 80 feet;
Thence East 100 feet to the TRUE POINT OF BEGINNING

Parcel Two:

That portion of the NE corner of said Section 21 described as follows:

BEGINNING at the NE corner of said Section 21;
Running thence South (assumed bearing) along the East line of Section 21, a distance of 1,727.0 feet;
Thence West at right angles to said Section line, a distance of 423.0 feet to the SE corner of property described in Docket 6097, page 312 Maricopa County, Arizona, and the TRUE POINT OF BEGINNING;

Thence West along the South line of said property 100.0 feet to the SW corner thereof;
Thence South parallel to Section line 80.0 feet;
Thence East 100.0 feet;
Thence north 80.0 feet to the TRUE POINT OF BEGINNING;

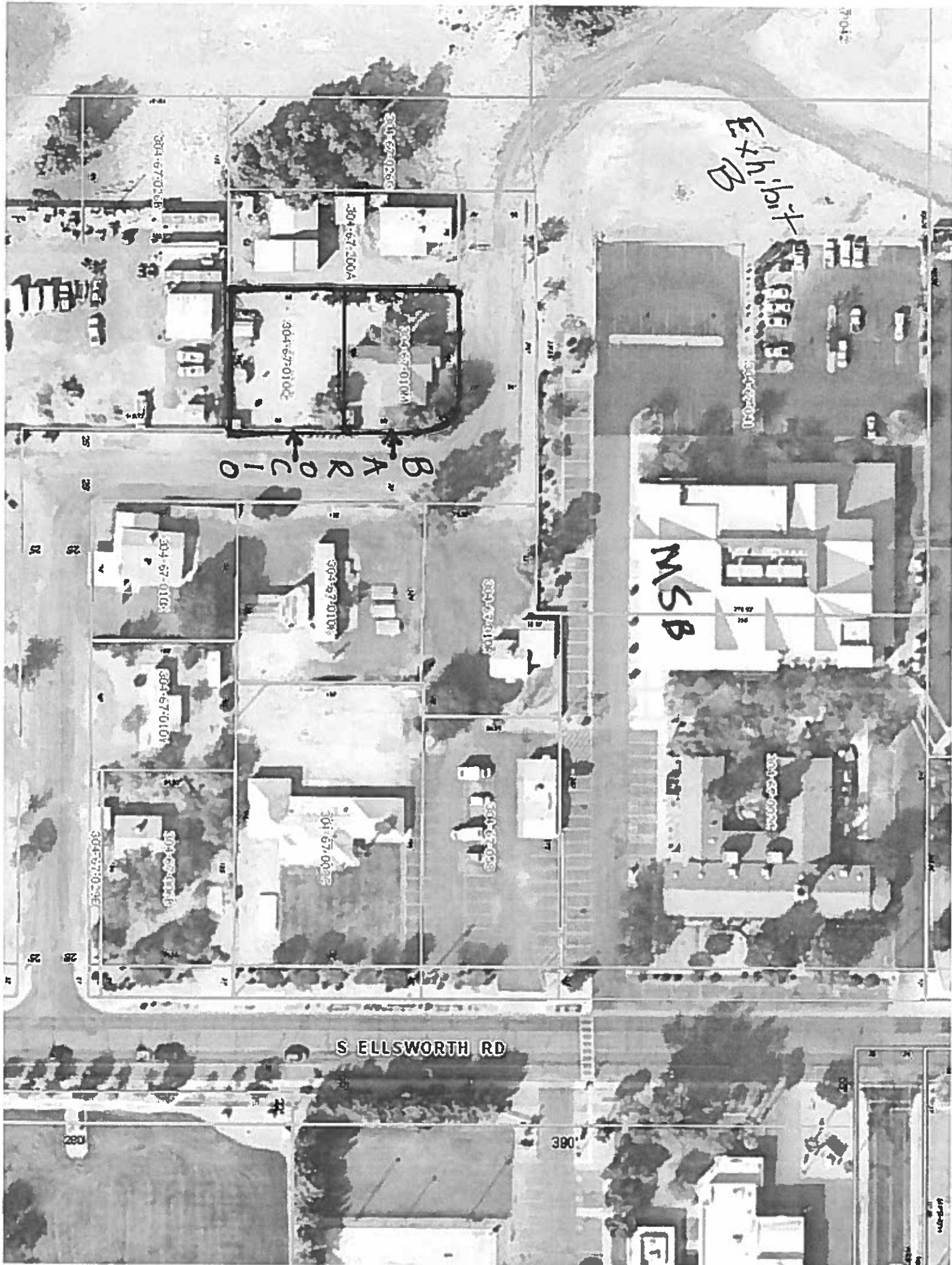


Exhibit B

MSB

BARC10

S ELLSWORTH RD

RESOLUTION 983-14

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE; AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN ATTORNEY AND TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS; AND TO PAY ANY AND ALL COSTS OR FEES IN ORDER TO ACQUIRE REAL AND/OR PERSONAL PROPERTY LOCATED AT 22428 S. ELLSWORTH ROAD IN QUEEN CREEK, ARIZONA AND ALSO KNOWN AS ASSESSOR'S PARCELS 304-67-010 M&Q, FROM LUIS AND STACY BAROCIO THROUGH GIFT, PURCHASE, OR EMINENT DOMAIN; IDENTIFYING THE REAL AND PERSONAL PROPERTY AS NECESSARY FOR EXPANSION OF THE MUNICIPAL COMPLEX

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Queen Creek, Arizona, as follows:

- Section 1.** That A.R.S. § 12-1111 defines the purposes for which eminent domain may be exercised and states that “roads, streets and alleys, and all other public uses for the benefit of the Town or the inhabitants thereof, which is authorized by the legislature,” and “buildings and grounds for any public use of a county, city, town or village” are named as purposes; and
- Section 2.** That the Town has identified two certain parcels of real property located in Section 21 of Township 2 South, Range 7 East, G&SRB&M, the said two parcels totaling approximately 15,682 sq. ft. or 0.36 acres in size needed for the purpose of expansion of the municipal complex for public use. A legal description of the parcels needed is attached as Exhibit A to this Resolution; and
- Section 3.** That the Mayor and Common Council find that use of said real property for expansion of the municipal complex is a public use and in the best interests of the citizens of Queen Creek.
- Section 4.** That the Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to acquire said real property by gift, purchase or eminent domain, and to do all acts and to sign all documents and pay all costs necessary to acquire said real property, including, if necessary, the use of the power of eminent domain as set forth in A.R.S. § 12-1111 et. seq.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 5th day of March, 2014.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, AICP, Town Manager

Fredda J. Bisman, Town Attorney

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA,

Section 21 Township 2 South, Range 7 East of the Gila & Salt River Base & Meridian

Parcel One:

That portion of the NE corner of said Section 21 described as follows:

BEGINNING at the NE corner of said Section 21;
Running thence South (assumed bearing) along the East line of Section 21, a distance of 1,727.0 feet;
Thence West at right angles to said Section line; a distance of 423.0 feet to the TRUE POINT OF BEGINNING;

Running thence North parallel to Section line 60 feet
Thence North and West on a curve having a radius of 20 feet and a delta angle of 90 degrees, a distance of 31.42 feet;
Thence West 80 feet;
Thence South 80 feet;
Thence East 100 feet to the TRUE POINT OF BEGINNING

Parcel Two:

That portion of the NE corner of said Section 21 described as follows:

BEGINNING at the NE corner of said Section 21;
Running thence South (assumed bearing) along the East line of Section 21, a distance of 1,727.0 feet;
Thence West at right angles to said Section line, a distance of 423.0 feet to the SE corner of property described in Docket 6097, page 312 Maricopa County, Arizona, and the TRUE POINT OF BEGINNING;

Thence West along the South line of said property 100.0 feet to the SW corner thereof;
Thence South parallel to Section line 80.0 feet;
Thence East 100.0 feet;
Thence north 80.0 feet to the TRUE POINT OF BEGINNING;



Requesting Department:

Management Services

TAB G

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: PATRICK FLYNN, ASSISTANT TOWN MANAGER & CFO

FROM: ADAM ROBINSON, RECREATION SUPERINTENDENT

RE: CONSIDERATION AND POSSIBLE APPROVAL OF PARK RULES FOR THE POCKET PARK FOR PUPS DOG PARK

DATE: MARCH 5, 2014

Staff Recommendation:

Staff recommends approval of the Parks & Recreation Advisory Committee's recommended list of rules for the new Pocket Park for Pups Dog Park as listed in the Staff Report below.

Relevant Council Goal(s):

2013-2018 Corporate Strategic Plan, KRA 4: Environment

Goal 4: Create a welcoming environment in our parks and trails by ensuring they are safe, environmentally friendly, and well maintained. Based on adopted levels of service.

Proposed Motion:

Motion to approve the Parks & Recreation Advisory Committee's recommended list of rules for the new Pocket Park for Pups Dog Park.

Discussion:

To help complete the process of opening the dog park, new rules need to be developed specifically for its use. The operation of a dog park is significantly different from other park amenities. The rules should be established to help maximize participant enjoyment and safety, and ensure a proper maintenance schedule. To include safety at the park, rules should be enforceable, easy to follow, and look out for all potential users.

At the February 11 Parks & Recreation Advisory Committee (PRAC) meeting, members reviewed and discussed the dog park rules from several comparative facilities (Attachments A, B), and developed recommendations for the Pocket Park for pups. Discussions centered on finding the best rules from the other cities' parks that fit best in this community and for this park space.

After much consideration, PRAC's recommended signage for rules, contact information & disclaimer are:

RULES

1. Dog handlers must carry a leash for each of their dogs using the dog park.
2. Dogs must be leashed during entrance and exit.
3. Handlers must clean up after their dogs.
4. Limit of three (3) dogs per visit.
5. Dogs must be under voice control and the handler must be within the enclosure at all times.
6. Any dog exhibiting aggressive behavior must be leashed and removed immediately.
7. Dogs must be licensed, vaccinated and wear a visible and current license.
8. Dog using the park must be older than four (4) months.
9. Spayed or neutered dogs recommended.
10. Dog treats and food are not allowed in the park.
11. No smoking in the dog park.
12. Female dogs in heat are not allowed in the dog park.
13. Handlers are responsible to cover holes or turf damage caused by dogs immediately.
14. Children under 12 must be accompanied by an adult.
15. The facility was created for dogs and their handlers. It is not a playground for children.
16. Keep small children and infants under strict supervision and do not allow them to run in the area or chase after dogs.
17. Park users and handlers assume all risk related to the dog park.
18. The dog agility equipment, if present, is for dog use only. Do not play or let children play on it.
19. The facility is open to dog handlers and dogs complying with the parks posted regulations. Those not following park rules will be asked to leave by Town Official.

CONTACT INFORMATION

Queen Creek Parks & Recreation Department (480) 358-3700
Maricopa County Sheriff's Office (602) 876-1011

DISCLAIMER

The Town of Queen Creek, its officers, employees and agents shall not be responsible for any accident, injury and/or loss of property or damage resulting from use of the park by any individual, group or organization.

Fiscal Impact:

There is no fiscal impact from this item.

Alternatives:

1. Council could choose not to approve the recommended rules as listed above, and instead finalize alternatives based on the discussion.
2. Council could choose not to approve the recommended rules, and instead request more information and/or discussion be brought to a future special meeting.

Attachments:

- A. Comparison rule LIST from Gilbert, Chandler, Tempe, and Glendale
- B. Comparison rule CHART from Gilbert, Chandler, Tempe, and Glendale



Requesting Department:
Workforce & Technology
Department

TAB H

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: BRUCE GARDNER, WORKFORCE & TECHNOLOGY DIRECTOR
TERRY DIAMOND, SENIOR INFORMATION TECHNOLOGY PROJECT MANAGER

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE DEVELOPMENT SERVICES LAND INFORMATION SYSTEMS SOFTWARE PROJECT NOT TO EXCEED \$343,090

DATE: March 5, 2014

Staff Recommendation:

Staff recommends the approval of a one year software contract, with annual renewals for up to four additional years, with TechGlobal for Accela - a Development Services Land Information Systems software system.

Relevant Council Goal(s):

KRA 10: Technology, Goal 2: Implement an updated electronic development application. Expand to system-wide software.

Proposed Motion:

Move to approve a contract in the amount not to exceed \$343,090 to enter into a contract with TechGlobal for the initial year, followed by \$33,583 for annual licensing for the following four years.

Discussion:

Currently the Town of Queen Creek utilizes three software solutions pertaining to Development Services, LIS, Selectron IVR, and GoinForce (Neighborhood Preservation). Each of these systems have been in use for a minimum of six

years. In addition, the current Selectron IVR system has passed end of life and needs replacement as well.

During the initial planning phase for this request, staff created a committee consisting of seven members in order to make a vendor choice which is appropriate for the needs of the Town. On December 12th, 2013, the committee interviewed several qualified vendors to assess their staff and software offering; and, during these interviews demonstrations were provided by the qualified vendor staff. The committee then began the process of evaluating and scoring the vendor responses, however a general consensus could not be reached prior to the holidays. On January 7th the committee narrowed the field to two vendors and began interviewing current users of both vendors' systems.

Due to the high visibility and importance placed upon this software project, the committee determined that the two remaining vendors were both highly qualified to provide the desired solution; however, a final demonstration was scheduled in order to make a final decision. The committee requested that both vendors use plans provided by Town staff in order to demonstrate the use of their software from plan submittal through final plan action from which demonstrations took place February 12th, 2014. Upon completion of these demonstrations, the committee made their final scoring changes for both vendors. On February 20th, 2014, the committee made the final recommendation to enter into a contract with TechGlobal.

What staff is requesting is to move the Development Services Department to a higher customer service level by introducing a software solution which will keep the Town on par, and in many cases, well ahead of other local government agencies. It is our belief that the pursuit and installation of a homogenous software solution will make the Town of Queen Creek stand out among its peers. Currently, for plan review, multiple sets of paper plans are submitted by the customer for our review and a plan review fee is paid. Most plans are printed in a 24" X 36" format. The plans are physically logged into the computer system (LIS) and physically identified with stickers that provide routing information and permit numbering. The plans are physically filed or taken to the plan reviewer's stations for planning, engineering, water utilities, building, and fire reviews. The redlined plans are then collected, the computer system is updated, and the customer is notified to pick up the plans up for corrections. This process is repeated until the plans are approved at which time the computer system is updated and the customer is notified that the permit is ready to issue. The permit fees are then collected, the permit is issued, and the customer is provided with approved plans. The office copy of the approved plans are then filed.

With the electronic plan review module included in the proposed software solution, plans can be submitted on-line or physically provided via an USB memory stick or other electronic delivery solutions. The laborious effort currently performed with physical paper plans would instead be completed in a much more

efficient electronic process, including the ability to assign documents to multiple departments for parallel review which allows plans to move quickly to certificate of occupancy.

In tandem with this project, staff will be utilizing new hardware technologies through the use of large touch screen monitors and “Table-top” computers – all in one computer technology with 27” monitors which allow multiple staff members to manipulate on screen data simultaneously. This technology will allow multiple disciplines to view and make changes to plans collaboratively. Staff estimates, based upon interviews with agencies currently utilizing this solution, that the Town will realize approximately a 50% time savings on plan reviews.

Another area that would greatly benefit from this project is Neighborhood Preservation. Code officers are able to create and manage cases using their mobile devices – whether they are performing proactive sweeps or following up on issues reported by police, fire, or citizens. The software also provides integrated picture mark-up, making it easy to snap to a picture in order to include visuals of difficult to explain situations in field reports.

Inspection staff members currently inspect property and take notes during that inspection, upon return to the office – often at the end of a long day of inspections – they are then required to enter this information into the current software system. This takes additional time from their day, time which could be better used to perform other inspections and other assigned duties. With a new solution, inspectors would instead use mobile technology (iPad, iPhone, etc.) to perform their inspections. As they make notes using this mobile technology and they update their inspection documents, the data will be immediately transferred back to the servers, thereby alleviating the need to return to the office to input an entire day of inspections.

A large and very visible piece of this software solution would be a customer facing component, or Citizen Access, which would enable staff to reduce paperwork and improve response time to the public. This would allow the Town to move many current counter services to the Web, thereby providing 24-hour self-service online for the public to apply for permits, schedule inspections, submit service requests, and complaints, or check the status of any of these activities.

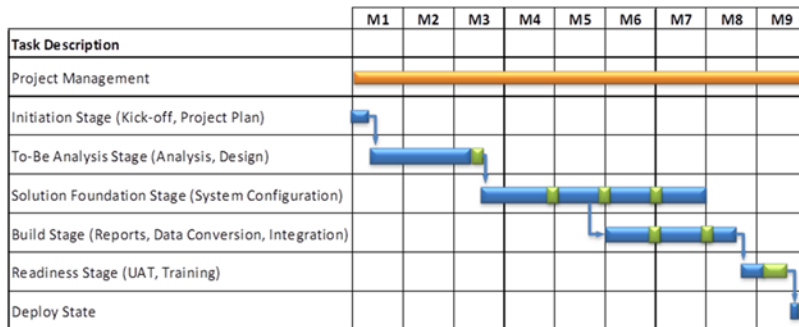
This entire solution would be hosted by the vendor, alleviating the need for additional server hardware and support. Cloud solutions reduce the need for staff to configure, administer and keep systems current.

In addition to the benefits listed previously, the following benefits would also be realized:

- **Cloud computing**
 - Leveraging mobile applications for both office and field employees
 - Enable staff to utilize mobile devices
 - Ease of cross departmental collaboration
 - Full security solutions protect and control access while meeting compliance needs
 - Ease of scalability, either up or down
 - Updates and upgrades are included
 - Disaster protections and recovery

- **Public on-line capability**
 - Multi-language online access 24 hours a day, seven days a week - including English, Spanish, French, Arabic, Chinese and Vietnamese
 - Apply for new, amended or supplemental licenses and permits - capture detailed, configurable data, collect payments, upload documents, print licenses and permits
 - Review application status – view workflow and approval process; eliminate calls to the office; automatically email applicant of action needed to resolve deficiencies or failures
 - Reduce call volume – submit and receive online comments, complaints, and service requests; schedule, reschedule or cancel inspections
 - Eliminate paper management – accept electronic plans and documents in support of permits, licenses and other applications online
 - Leverage agency-defined GIS maps to locate records and interact with record information directly from maps
 - Search for information on plans, permits, parcels, licenses and license holders across departments, using global search or by entering specific search criteria
 - Enforce role and transaction security
 - Consolidated online payment processing – according to existing fee schedules and business rules

If Town Council approves the contract, work will begin within 45 days. Town staff fully expects to have the project completed within nine months (M=month below) after work begins.



Legend

- █ Project Management
- █ Delivery Tasks
- █ Queen Creek Review

Fiscal Impact

Approval of the contract is will not exceed **\$343,090** for the first year, which includes purchase of software, licensing, and implementation. Of this amount, \$296,000 in funds were approved and allocated in the FY 2013-2014. The remaining \$47,089, if necessary, will come from project savings from other related information technology projects approved in the FY 2013-2014 budget and/or through the Town’s contingency funds. Due to the necessary advancement of expensive technology in order to conduct Town business and to meet customer demands, Development Services is also considering implementation of a technology fee to recoup some of the costs of these technological services in the future. Development Services will conduct a presentation to Council on the “technology fee” sometime after the new fiscal year. Annual licensing will be \$33,583 for the remaining four years of the contract.

Alternatives:

1. Council could choose not to approve the contract. The current software was installed in 2006 and annual the annual support contract for the LIS software is approximately \$20,000. In addition the Selectron IVR is currently functional and operating on a \$15,000 annual support contract which does not include hardware replacement should any hardware failure occur. However, the current software has no support for online customer access, electronic plan review, or for any collaboration between systems.

Attachments:

1. Proposed Scope of Purchase and Contract

**TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR LAND DEVELOPMENT, ELECTRONIC PLAN REVIEW, AND
PERMITTING SYSTEM, RFP 14-006**

THIS CONTRACT (The "Contract") is made and entered into effective as of the ___ day of ___, 2014 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and TechGlobal, Inc., a Maryland corporation ("Vendor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP No. 14-006. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Proposal for Land Development, Electronic Plan Review, and Permitting System, RFP 14-006;
 - C. The proposal submitted by TechGlobal, Inc.
2. **SCOPE OF SERVICES:** The Vendor shall provide the Town the services described in the attached scope of services set forth in Exhibit A.
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit B.
4. **TERM OF CONTRACT:** The term of the Contract is one (1) year, commencing on _____, 2014 and terminating on _____, 2015 unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year. The total length of the contract shall not exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

_____, a Maryland corporation

Date: _____

By: _____

Its: _____

EXHIBIT A - SCOPE OF SERVICES

SCOPE OF SERVICES

1. **Background:** The Town of Queen Creek is located in the Phoenix metropolitan area in the southeast corner of Maricopa County. The Town's contains 26 square miles in its incorporated area and 69 square miles in its planning areas. The most recent estimate of population is 26,490. The Town issues over 1600 building permits a year. The Development Services Department is actively involved in the permit process which includes Land Development, Permitting, Inspections, Planning, Zoning and Engineering. Additional departments that are stakeholders in the permit process may include Economic Development, Utilities, Town Manager and Finance. The Town's Information Technology Division will maintain the hardware, network, software and database for the system once it is implemented. This RFP is intended to identify and select a software solution to replace the current system, LIS, which has been in use since 2006. The Development Services Department wishes to implement an integrated system to stay ahead and on top of the Town's growth. The selection of the software solution should provide the necessary functionality and workflow to support the Town's current and future operations with qualified and experienced Vendors.
2. **Project Description:** The Town is looking to implement a Turnkey seamless Land Development, Electronic Plan Review, Development Services Process Workflow, IVR, and Permitting software solution for the Development Services Department. The system will be a SQL Server based solution to support the Town's current business process. The submitted proposals will be evaluated on the approach for software implementation and support and their ability to fulfill the Town's functional needs related to permit management. The selected software will create an efficient system that enhances and improves the way the Town conducts business. The intention is to purchase modules, which have a high match of desired functionality without modifications. The software should have the flexibility to provide necessary configuration changes to meet unique needs of the Town. Outlined in the Business Processes Assessment and Document Review section (Section 4, below) are the various divisions that integrate together in order to assist with and oversee the permitting processes within the Town of Queen Creek.
3. **Project Deadline:** All aspects of the project listed below in Section 4, Required Services, must be initiated and initial stages of the project must be completed by May 29, 2014. Project plan and schedule shall be agreed upon by the Town and the successful Vendor.
4. **Required Services:**
 - a. **Project Management and Work Plan:** The selected vendor must provide project management support including participating in at least bi-weekly meetings with the Town, overseeing project schedule, status tracking and reporting, issue tracking and reporting, and tracking and reporting of resource needs. The selected vendor will be required to assign a project manager to the project. The selected vendor and the assigned project manager will be required to manage the project resources to ensure the requirements of this RFP and the resulting performance contract are satisfied. Vendors must propose an effective and sufficiently formalized approach to project management that allows for the anticipation of problems, potential delays and the formulation and execution of appropriate corrective action. In addition, the vendor will develop and maintain a work plan and schedule of activities for initial set-up and on-going delivery of products and services that addresses all tasks and proposed deliverables identified in this Scope of Services. All work to be performed will be detailed as to resources required by the Town and by the selected vendor prior to any implementation. A narrative description of the selected vendor's solution must be submitted with their proposal and include the approach to accomplishing each task and the process and tools to be used. This description must be at a sufficient level of detail

to allow the Town to clearly understand the proposed approach and the dependent tasks or subtasks that may impact the timely delivery of the products and/or services. The Town will review the selected vendor's work solution and upon its acceptance after negotiation and contracting, will authorize the selected vendor to progress with services.

- b. **Business Process Assessment and Document Review:** The purpose of this task is to familiarize the selected vendor with the needs and expectations of the Town's end users. This task will require review of existing written documents and on-site meetings with Town staff. Copies of relevant documentation are not provided in this RFP but will be provided by the Town to the selected vendor. The Town has documented its core building permit business processes.

Major Processes Include:

Development Permits Issuance

Components: Planning, Building Safety, Engineering, Fire, Water/Sewer

Development Electronic Plan Review

Components: Planning, Building Safety, Engineering, Fire, Water/Sewer

Inspection Scheduling Requests and Results Documentation Through IVR or Equal

Components: Planning, Building Safety, Engineering, Fire, Water/Sewer

Neighborhood Enhancement

Components: Inspection requests, Results documentation, and Legal processing

Service Fees Administration

Components: Planning, Building Safety, Engineering, Fire, Water/Sewer

Development Process Workflow

Components: Planning, Building Safety, Engineering, Fire, Water/Sewer

- c. **Fit Analysis:** Perform a fit analysis to compare the Town's needs against the standard offerings of the selected vendor's Permit Management solution. The selected vendor should review the Town business processes and ordinances and compare them to software workflows to determine whether the software workflows "fit" the business processes. The deliverable for this task will be a document identifying specific Town business processes that will require alterations to make best use of the software functionality as well as any configuration and/or customization that is recommended or required as part of the software implementation. The work plan will be updated based upon the results of this analysis.
- d. **Software:** At least 15 concurrent users that is compatible with the following Town system configuration:
- i. Server Operating system – Windows 2008R2 Server
 - ii. Client Operating system – Windows XP and Vista, Windows 7
 - iii. Database – Microsoft SQL Server 2008 R2
 - iv. Firefox, Google Chrome, and Microsoft IE support for all web components
 - v. Google Apps for e-mail and calendars

- vi. Must be compatible with mobile device, specifically the iPad

The software should meet functional and technical requirements that vendors indicate that they can provide in response to the system requirements listed in Exhibit C of this RFP.

- e. **Data Integration and Population:** The Town currently uses an ESRI based Enterprise Geographic Information System (GIS) which must be integrated with the permit management system. The Town has approximately 14,353 parcels coded by Lot and Block numbers. The permit management system must be integrated with the GIS to ensure that this same parcel and zoning data is available real-time to support the permit process. Parcel and Zoning data will not be edited in the permit system, but should be viewable to support the business processes.

For all permits and licenses, fees are charged. The selected system must support the collection and tracking of fees collected and integrate with the Town's MUNIS financial system to allocate fees collected to the appropriate general ledger account. The selected vendor will be required to submit a solution with their proposal that describes the potential to integrate with the GIS and the Town's MUNIS financial system.

The Town will review and ultimately decide upon the most appropriate data-integration solution before the selected vendor will be authorized to proceed.

- f. **Implementation:** The selected vendor will work with the Town information systems staff to install and setup all software components and configure the database and server as necessary to support the software during testing and when the system goes live. Implementation services will also include any required configuration, customization and development of customized reports for the Town to support the functional and technical requirements presented in the system requirements, included as Exhibit C of this RFP.
- g. **System Testing:** The selected vendor will work with the Town to develop a test plan to determine if the system meets all functional and technical requirements. Testing will be conducted for all standard functionality provided in the core software product and any modules purchased by the Town, as well as for any functions that are configured and/or customized for the Town. The selected vendor will be required to deliver business activity scripts covering these functions and tailored to the Town's configuration. Testing will be performed by the Town staff. The selected vendor's project manager and appropriate technical staff will be on site at the Town during system testing. The system will not go "live" until system testing is completed and the Town is satisfied that all issues identified as part of the testing process are resolved.
- h. **Training:** The selected vendor will provide training for up to 12 Town staff at the Town's offices in Queen Creek, Arizona. It is expected that the selected vendor will provide, at a minimum, training for both System Administration training for 3-4 individuals and end-user training for all identified users. Training should include overviews as well as detailed hands on training tailored to the user departments. This should be hands-on training led by a qualified software trainer. Submittal of a training solution is required as part of the RFP response. If other training methods such as web-based or computer-based training are available, this should be indicated in the response to this RFP. The training solution and methodology must be approved by the Town. Training shall be in accordance with the pre-approved solution submitted to and accepted by the Town. Training shall be considered complete when all applicable topics in the training solution have been covered, and competency of trained individuals has been established.

- i. **Documentation:** The selected vendor will provide documentation for end users to support training and regular system use. It is desirable that this documentation is available in a searchable electronic format. Technical documentation should also be provided for the Town's information systems staff supporting the system. At least 2 hard copies of the technical manuals shall be provided. The Vendor shall provide the Town with comprehensive user manuals documenting all operations of the software and shall include sample reports, screen illustrations and instructions, and detailed, step by step training to teach non-technical operations and administrative personnel how to use the system to support the Town's permit processes. These manuals may be provided in electronic form.
- j. **Support and Maintenance:** The selected vendor will provide annual software support including software version upgrades and technical assistance. Technical assistance should, at a minimum, be available during the Town's regular business hours of 7:00 a.m. to 6 p.m. Arizona Standard Time, through a toll free phone number and through the Internet. The selected vendor should supply information about expected response time to technical inquiries, and should describe the process by which software patches and upgrades are distributed and applied to the Permit Management, including a description of how this process works when a client has purchased and applied customizations to their system.
- k. **Mandatory Technical Support:** Mandatory technical support shall include:
 - i. There must be a 24/7 technical toll free support number for system outages.
 - ii. Provide helpdesk end user toll free support between 7 a.m. and 6 p.m. Arizona time Monday through Friday.
 - iii. The support staff must be well versed in the software on both the technical and non-technical levels.
 - iv. Software support must be multi-tiered in order to provide a clear approach to trouble ticket escalation.
 - v. Response time for software support averages 2 hours or less.
 - vi. Provide electronic dial-in capability so that Vendor may dial-in to be connected to computer for diagnosis and resolution of software problems.
 - vii. Provide periodic software releases and enhancements as part of the annual maintenance charge.

EXHIBIT A: INSURANCE

1. **Insurance Certificate:** The Town requires a complete and valid certificate of insurance prior to the award of any contract. Vendor shall submit a copy of the insurance certificate for coverage with minimum amounts stated below. The coverage shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other vendor obligations. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

2. **Deductible:** The amount of any deductible shall be stated on the face of the certificate. The Contract Administrator may require Vendor to furnish a financial statement establishing the ability of Vendor to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish Vendor's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and the Town will have no further obligation to Vendor.

3. **General Liability:** Vendor shall secure and maintain, at his or her own expense, until completion of the contract, general liability as shall protect Vendor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the Services and/or Goods provided under this contract. Vendor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

- i. **Projects less than \$1,000,000:** Vendor shall have total limits of insurance to include primary and excess coverage in an amount not less than \$2,000,000. For example, coverage may include \$1,000,000 primary and \$1,000,000 excess, \$2,000,000 primary, or other equivalent combinations.
- ii. **Projects greater than \$1,000,000:** Vendor shall provide total limits of insurance to include primary and excess coverage in an amount of not less than \$5,000,000. For example, coverage may include \$1,000,000 primary and \$4,000,000 excess, \$2,000,000 primary and \$3,000,000 excess, or other equivalent combinations.

4. **Automobile Liability:** Vendor shall secure, and maintain at his or her own expense, until the completion of the Contract, coverage for any auto, including non-

owned and hired autos, with a combined single limit of \$1,000,000 per occurrence. The Town shall be named as an Additional Insured.

5. **Worker's Compensation Insurance:** Before beginning work, Vendor shall furnish to the Town satisfactory proof that he or she has, for the period covered under the Contract, full Worker's Compensation coverage for all persons whom Vendor may employ directly, or indirectly, and shall hold the Town free and harmless for all personal injuries of all persons whom Vendor may employ directly or indirectly.

6. **Additional Insured:** Vendor shall name the Town of Queen Creek as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance.

7. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Vendor must have no less than an "A" rating in accordance with the A.M. Best rating guide.


8. **Waiver:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive, reduce, or increase insurance requirements should it be in the best interest of the Town.

9. **Additional Insurance Requirements:** The Vendor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Vendor shall require any and all subvendors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Professional Liability required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, Town of Queen Creek, its agents, representatives, officers, directors, officials and employees as "Additional Insureds".

OFFER SHEET

MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Queen Creek: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.



Authorized Signature (required)

TechGlobal, Inc.
Company Name

Minna Li
Printed Name

15850 Crabbs Branch Way, Suite 160
Address

President
Title

Rockville, MD 20855
City, State, Zip

(TechGlobal will file for a ATPT License if awarded a contract)

Arizona Transaction (Sales) Privilege Tax License Number

301-755-9914
Telephone Number

Federal Employer Identification Number

301-741-4020
Fax Number

**For clarification of this offer contact:
(If different from above)**

Contact Name

mli@techglobalinc.com
Company E-mail Address

E-mail Address

Telephone Number

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A Minority and Woman-Owned Business

November 26, 2013

Ms. Candace Vis, CPPB
Purchasing Associated
Town of Queen Creek
Municipal Services Building
22358 S. Ellsworth Road
Queen Creek, AZ 85142

Dear Ms. Vis and Proposal Reviewers,

TechGlobal is pleased to submit our firm's proposal for the purchase and implementation of a Land Development, Electronic Plan Review, & Permitting System, RFP No. 14-006.

Our proposal responds to the Town's request for the purchase of hosted services to provide an automated solution for Planning and Zoning, Electronic Plan Review, Building Permits, Interactive Voice Response, Code Enforcement and field inspections. We have included configuration, integration, data conversion and training services as requested by the Town.

Should you have any questions related to our proposal, please contact either me or Bob Finkle our Sr. Vice President at 301-755-9914 or by email at mli@techglobalinc.com and rfinkle@techglobalinc.com.

If we should be selected, I have the authority to bind TechGlobal to a contract with the Town of Queen Creek.

Sincerely,

Minna Li
President/Owner

4 SOFTWARE OFFERING

Accela Automation delivers unprecedented capabilities to better automate the Town of Queen Creek's Land Development, Plan Review, Permitting and Code Enforcement activities. The Accela product provides a complete suite of capabilities for web-intake of applications and complaints, back office process and complete field automation. Accela includes integration between Accela Automation and Adobe Pro X for "interactive electronic plan review", a highly flexible graphical workflow engine, and the ability to manage projects through an intuitive parent-child management structure.

The following key features differentiate Accela Automation from competitor solutions:

- **The only Land Management solution that is 508 Compliant** – Section 508 of the Rehabilitation Act of 1973 was passed in 1997 and requires federal agencies to make their electronic and information technology accessible to people with disabilities. As an entity providing governmental software and services, Accela is required to comply with [Section 508 \(29 U.S.C. ^ 794d\)](#), which requires that agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. Accela meets these requirements.
- The only Land Management solution that supports multiple languages out-of-the-box with our language packs – The ability to conduct business in multiple languages will increase the accessibility and transparency of City government.
- 13 years of hosting/Cloud service for our Land Management product.
- The only vendor that ships Bing maps as part of the Accela GIS platform – Accela Automation offers map centricity (as desired) with full integration to ESRI and other vendors via OGC compliance.
- Accela's integrated workflow is the industry's most robust rules engine, fully supporting branching and loop backs with ease. Full integration means zero duplicate entry by agency users.
- Only Accela provides agency staff and customers quick and easy access to data across the agency via our powerful global search capability with the industry's only data and document global indexing engine.
- Accela is the only vendor with a fully open platform for developers to build web, mobile, and social solutions, and across all ecosystems, including Apple, Microsoft, and Android, with a free Accela supported developer community with Software Development Kits complete with sample code for rapid app development.

4.1 PROPOSED APPLICATION SOFTWARE AND COMPUTING ENVIRONMENT

In this section, we respond to each of the items regarding software and computing contained in the Town's RFP.

4.1.1 Hardware Environment

Please refer to Appendix A

4.1.2 Operating System

Please refer to Appendix A

4.2 DATABASE SOFTWARE

Accela supports both Oracle and Microsoft SQL Server RDBMS offerings. However, since the Town will be using Accela in the Civic cloud in a completely hosted environment, it will not have to administer or maintain the RDBMS.

For a background understanding, the details of the Accela Architecture and the features it uses are explained below.

Accela's applications are developed using a main language of Java, C#, or Objective-C while leveraging technologies like HTML, JavaScript, SQL, XML, etc. Accela Automation is the core of the Accela product suite and has been developed as a Java 2 Enterprise Edition (J2EE) Application. This application's architecture consists of a web server tier and application server tier; both leverage J2EE APIs for their respective tiers. This architecture ensures that the complete Accela Automation ecosystem is scalable and platform independent for easy deployment.

- **Accela Citizen Access** is a citizen facing web application that leverages Accela Automation for core functions and services. Accela Citizen Access is developed using ASP.NET and written in C#. Interfacing with Accela Automation's Application Server is done using standard Web Services.
- **Accela GIS** is a GIS developed for use with Accela Automation and the products in the Accela Product Suite. This application is developed using .NET and written in C#.
- **Accela Analytics, Accela Code Officer, and Accela Work Crew** are iOS-based mobile applications that run on iPhone and iPad devices and are developed using Apple's XCode IDE and the Objective-C programming language.

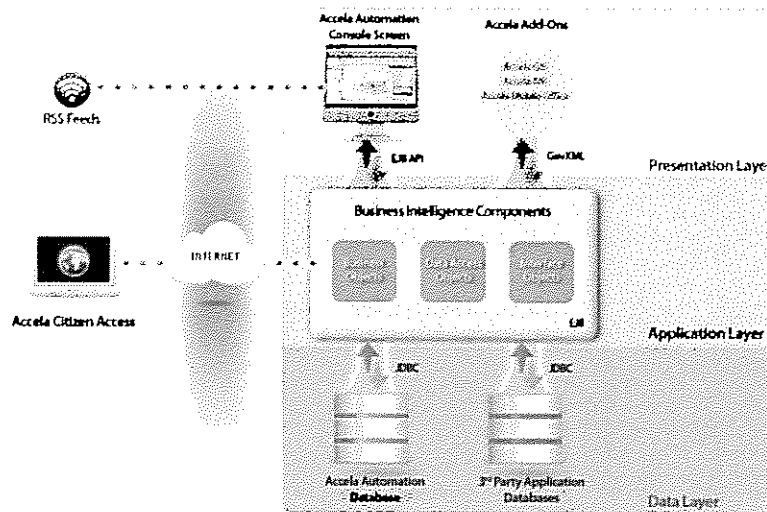
- **Accela Apps** are mobile applications available for iOS, Android and Windows 8. The application is developed as a native application for each platform using Objective-C for iOS, Java for Android and C# for Windows 8.

Accela Automation Architecture

The Accela Automation Architecture is a three-layered architecture, represented in the graphic. The foundation of the system is the *Database Layer*, which contains a data schema specifically designed for government-focused key business data, activities, and processes.

Government-focused data schema – Leveraging decades of industry experience, the Accela Automation data schema allows end-users to quickly access the data they need to perform their roles.

- **Industry-standard data access** – The Accela Architecture application layer accesses the data layer using the Java Data Base Connectivity (JDBC) standard. External applications can access the data layer via either JDBC or ODBC using ANSI SQL92 statements.



- **Single database across enterprise platform** – Since the entire Accela Automation ecosystem accesses the same, consolidated database, all end users work with consistent, accurate, and up-to-date information across the entire enterprise.
- **Support for major RDBMS vendors** – The Accela Architecture data layer supports both Oracle and Microsoft SQL Server RDBMS offerings.

The *Application Layer* contains all Accela Automation business logic and consists of Enterprise Java Beans.

The *Presentation/Public Web Layer* provides a next-generation end-user experience, utilizing a portlet UI framework. This translates into a work environment where end users easily and quickly perform key business tasks using role-based consoles tailored to their job function.

4.3 OPTIONAL AND THIRD PARTY SOFTWARE

Adobe Acrobat Pro X will need to be purchased to support Accela's Electronic Document Review. This has been included in our price proposal. If the Town can get discounted pricing on Adobe Acrobat Pro X licenses, TechGlobal recommends licenses be purchased directly by the Town.

4.4 SYSTEM SECURITY

Accela takes government IT security into high consideration when it comes to feature design and implementation. Accela has been working with government agencies for many years, with deployments and configurations throughout the world. Customers have Accela Automation deployments across a wide range of network configurations (firewalls, routers, servers, clusters, etc.). This has given Accela the ability to understand how government network security factors into how software works behind the scenes. As Accela continues to grow its' products and core architecture, the knowledge of government security idiosyncrasies play into key design decisions made and how features are implemented in the product.

Accela Automation uses industry standard SSL encryption to keep data in transit protected and make sure that all client transactions are secure. Additionally, the system stores all passwords in a one-way encrypted hash in the Accela Automation database. SHA is the encryption algorithm used to encrypt passwords. Once encrypted, passwords cannot be decrypted, which makes it difficult for passwords to be stolen. To authenticate users Accela Automation will encrypt the password entered by the user at login and compare the encryption hash to the password stored in the database. If the two values match, the user's authentication is considered successful.

Establishing and Managing Users and their roles: All users' passwords are stored in a one-way SHA encryption hash preventing unwanted access to any user's passwords. The application allows administrators to configure the minimum and maximum length requirements for user's passwords, number of failed login attempts before locking, and how long before idle session time out. Username and Passwords are not allowed to contain any special characters.

The entire Accela Automation system is web-based and web-accessed. Authority to access the system and to view data, perform work or change existing information is governed by the rights and privileges your System Administrators will grant all users. This includes applicants and others who may access the system through its web portal. Using the security model described, Accela has not had a single reported case of unauthorized user access. Access to system reports and the ability to run reports is similarly controlled by user privileges. Under the system web portal, Accela Citizen Access, the County has the ability to decide what documentation is made available to these external users for viewing.

All data at rest is stored within the Accela Automation database. Following Accela's best practice configurations for network security the database is kept in a secured network with different levels of security protecting access to the database. Accela creates a database user that owns the actual Accela schema in the database and then additionally creating another user who has public synonym access to the objects in the Accela Automation schema. The Accela Automation application can then be configured to use this secondary user name to help prevent unwanted access to the database. Sensitive information like passwords, social security numbers, and tax ids are stored encrypted in the database

Multi-Level Security: Accela Automation provides a multi-level security system where the system administrator has full control on user access. This control on user access is granted based on a single user logon ID and grants that user specific rights and privileges to the system. Accela Automation also allows system administrators to set up groups or roles and set security based on those such as read only, update or no access. Our security goes beyond this setup to the functional level, allowing administrators to set security down to a specified function. For example, an Investigator may have read-only access in Land Management, but no access to "Add Fees". These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.

Individuals as well as groups can have one or more distinct security rights and system administrators can have universal rights and privileges or assign such rights to other designated and duly authorized users. These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.

System's access logs, logs of administrative actions: System access log records log in a user's login/logout date and time, computer IP address and the browser's version information. Logs of administrative actions and auditing are general audit functionality in Accela Automation, and the audits occur at the data field level. The Town can set access rights for each user group on each

form/screen, as well as set permissions on each report. Accela Automation does not have reporting functionality for these tasks.

For intrusion detection with the Accela-hosted option, Accela uses IDs at the firewall levels as well as internally on the back end systems via file system integrity monitors and antivirus systems.

With respect to audit trails, the system audits critical changes to areas like case status, workflow status, fees, payments, and other areas such as conditions, record deletions, and custom data fields to provide for transparency and accountability to the operations of an agency. The system will not allow information once saved in these areas to be deleted or removed but will allow an authorized user to update the information with new data. The original data as well as the changed data will portray who did what and when to adhere to the audit trail's capabilities. Additionally, the fee and cashiering areas, also under the audit trail, adhere to many GAAP rules common to banking and all monetary transactions are PCI-DSS compliant.

4.5 PROPOSED ACCELA MODULES

4.5.1 Accela Land Management

Accela, its partners, and the developer community have the capability to build, configure, deploy and manage civic solutions and applications. Accela Automation is the heart of the Civic Platform, and it is surrounded by a complete set of platform services that address development and customer lifecycles. Whether installed on premise or in Accela's Civic Cloud, Accela Automation provides a complete platform for automating critical tasks associated with civic functions related to land management, licensing and case management, code enforcement, service requests, asset and work management and public health and safety.

Accela Land Management creates an unparalleled enterprise platform that promotes:

- **Flexibility and versatility** in land management and permitting. This comprehensive business intelligence solution automates government operations and facilitates timely and proactive activity management. Accela Land Management comes preloaded with *Accela Best Practice Templates* that allow an agency to deploy e-government services right out of the box, including pre-configured workflows, data structures, fees, business logic, standard reports, and web forms. The best practice templates are a culmination of 30+ years of experience of Accela working with government agencies to streamline and make government services more efficient.
- **Self-service**, using *Accela Citizen Access™*, the public facing web portal, and *Accela IVR™*. These technologies substantially reduce the need for counter

operations and provide 24 hour online and telephone access to government operations.

- **Visualization of information** with *Accela GIS™* delivers mapping and routing functionality to the enterprise. This overlays government data onto Bing and GIS maps, and allows customers to initiate and manage permit activities from a geospatial platform.
- **Mobility** via *Accela Mobile™*, *Mobile Citizen Access*, and the apps. These enhance system accessibility options for field staff, community users, and executives by extending back office and public self-service options to the field.

As part of Civic Platform, Accela Land Management manages and guides all land and permit activities from initiation to closure. Core to the system design is its unique flexibility to adhere to the exact business processes of individual government agencies. Further, users are presented with the exact business information needed to perform their individual job functions.

The flexible configuration of Accela Land Management lets customers define and manage the sequence and requirements of the hundreds of steps involved in a workflow, including initial applications, plan reviews, code enforcement, fee calculation/collection, inspections, notices, and approvals. The system manages all types of regulatory activities—one-time processes such as residential construction permitting and pesticide application permitting, or annually renewable activities such as elevator permits and air quality permitting.

INSPECTIONS

Inspection Type	Inspector	Scheduled	Status	Completed	Record Type	Department	Address	Inspector	Request Date	Requester	Business Name
Site Inspection	Frank Myers	08-17-2011	Passed	08-18-2011	Residential Building Permit	Building Depart	221 N DYER ST SUNRISE	112811000000000000	08-18-2011	JAY Vickers	PAYCO CON
Site Inspection	Lance Adams	08-18-2011	Denied	08-07-2011	Sewer Date	Licensing Clear	212 N KING ST SUNRISE	112811000000000000	08-18-2011	Andrew CO	PAYTON CO
Site Inspection	Peggy A Luter	08-18-2011	Grade B	07-15-2011	Sewer Date	Licensing Clear	212 N KING ST SUNRISE	112811000000000000	08-18-2011	Andrew CO	PAYTON CO
Site Inspection	Peggy A Luter	08-18-2011	Grade A	07-19-2011	Sewer Date	Licensing Clear	212 N KING ST SUNRISE	112811000000000000	08-18-2011	Andrew CO	PAYTON CO
Site Inspection	Kevin Johnson	08-18-2011	Grade A	08-12-2011	Sewer Date	Licensing Clear	212 N KING ST SUNRISE	112811000000000000	08-18-2011	Andrew CO	PAYTON CO
Site Inspection	Ed Dean	08-18-2011	Denied	08-18-2011	Sewer Date	Enforcement Act	100 E APPALACHIAN RD 2	112811000000000000	08-09-2011	Lance Adams	
Site Inspection	Ken Moore	08-18-2011	Passed	08-18-2011	Multiple Building Permits	Building Depart	221 N DYER ST SUNRISE	112811000000000000	08-18-2011	Ken Moore	PAYCO CON
Site Inspection	Frank Myers	08-08-2011	Priated	08-18-2011	Residential Building Permit	Building Depart	221 N DYER ST SUNRISE	112811000000000000	08-08-2011	Ken Moore	SAWTELLE
Site Inspection	Frank Myers	08-08-2011	Passed	08-24-2011	Residential Building Permit	Building Depart	221 N DYER ST SUNRISE	112811000000000000	08-08-2011	Ken Moore	SAWTELLE
Site Inspection	Frank Myers	08-08-2011	Passed	08-18-2011	Residential Building Permit	Building Depart	221 N DYER ST SUNRISE	112811000000000000	08-08-2011	Ken Moore	SAWTELLE

INSPECTIONS

Application ID: 112811000000000000
 Status: Denied
 Request Comment:

Record Type: License/Business License/Sewer Data NA
 Scheduled Date: 08-17-2011
 Inspection Date: 08-18-2011

Inspection Type: Sewer Inspection
 Scheduled Start Time: All
 Inspection Time: 12:00 - 12:00 PM

Address: 100 E APPALACHIAN RD 222 SUNRISE AZ 85064
 Scheduled End Time: All
 Inspector: Current User: Ed Dean

Request Date: 08-08-2011
 Request Time: 9:00 - 12:00 PM

Result Comment: Request Comment
 Request Date: 08-08-2011

Submit Time: Start Time: End Time: Total Time:

Exhibit 1: Generating, tracking and maintaining a complete history of all inspections at a property is inherent functionality with Accela Land Management

City of Sun Valley

Building Permits

Building: 112811000000000000

App	Permit	Permit Number	Permit Description	Permit Status	Permit Date	Permit Type
112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000
112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000
112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000
112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000
112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000	112811000000000000

Exhibit 2: Accela Land Management Workflow History

City of Redwood

City of Redwood - My Account - Grants Office - Search

Home | Dashboard | Calendar | Reports | Finance | HR | Data | Inspections | Admin | Work Orders | Call Requests | Maps | Other | Grant Search

Inspections

Building Permits

Menu #	Inspector	Issue	Status	Step	Log #	Report #	Job #	Issue Search	Details
10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000
10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000
10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000
10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000	10000000

Number: 123456789

Menu #	Issue	Issue Title (Supervisor)	Inspector	Issue
10000000	10000000	10000000	10000000	10000000
10000000	10000000	10000000	10000000	10000000
10000000	10000000	10000000	10000000	10000000

Pad 4:53 PM 94%

List Submit Details

1 JUNIPER Dr, SAN RAMON, CA, 94583 416
 Foundation
 PMT13-00006
 Mars Primary Single Family Resid
 07/08/2013 08:00
Scheduled
 Updated: 2013-07-08 10:48:20

Details >
 Checklists >
 Attachments >
 Comments >

Foundation
 Inspection ID: 3127626 Scheduled

Condition
 Group
 Type
 Status
 Severity
 Effective Date

Record
 Type: Residential New View Record
 ID: PMT13-00006
 Name: Mars Primary Single Family Residence

Location
 1 JUNIPER Dr, SAN RAMON, CA, 94583 416
 121 931158309 37 7372001000026 View on Map

Contact
 BELSECCO DAVID J TRE

Assigned To
 Department: Building Department
 Inspector: Permit Daily
 Unit Number:
 Licensed Professional: ACCELA INC

Scheduled For
 07/08/2013 08:00
 Gate code #2214

Result Date
 07/02/2013 11:04

Result Inspection Actions

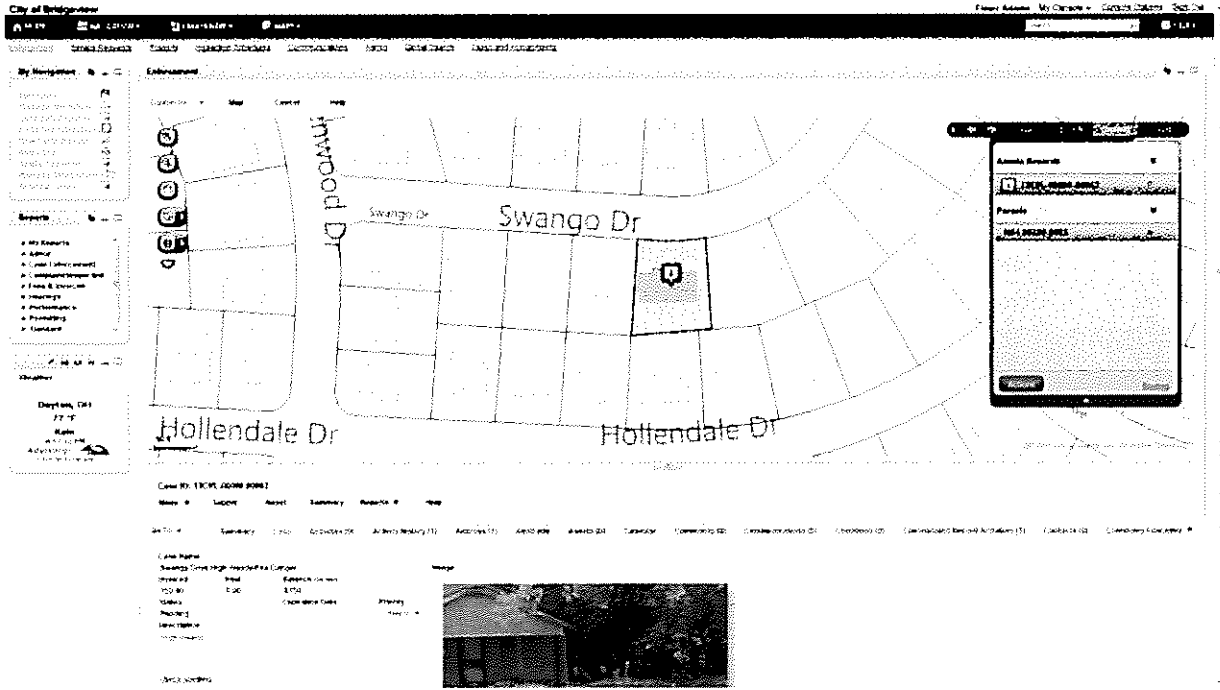


Exhibit 4: Accela Land Management Code Enforcement Screen



Exhibit 5: Accela Land Management Parcel Screen

Back to List Viewing an Report Job 8 of 56 Previous Item Next Item

Transient Occupancy Tax

Export Basic Complete

Description

Summary

Record Types

AA Configuration

APD Template

Application Specific Info

Batch Engine

Condition Type

Concede Configuration

Content Customize

Event Manager

Expression Builder

Form Portal Designer

Hearing Calendars

Inspection Type (31/8/87)

Menu Navigation

Save Print

Inspection Type View Selected Only

Inspection Type	Inspection Group Code	Inspection Group Name	Code Sheet Group	Comment Group	Condition
<input checked="" type="checkbox"/> 01 Rough In	Electrical01	Electrical01	<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 02 Slab	Electrical01	Electrical01	<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 03 Ceiling	Electrical01	Electrical01	<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 100 Initial Inspection	BC_STAGE1	BC_STAGE1	<input checked="" type="checkbox"/> Steps / Vapor Recovery	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 110 Grading	BLDG_PERMIT	BLDG_PERMIT	<input checked="" type="checkbox"/> Land Clearing	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 115 Rough Grade	Building	Building	<input checked="" type="checkbox"/> Building	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 120 Storm Drain	Building	Building	<input checked="" type="checkbox"/> Building	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 200 Foundation	Blgd_Res	Blgd_Res	<input checked="" type="checkbox"/> Foundation	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 200 Foundation	BLDG_PERMIT	BLDG_PERMIT	<input checked="" type="checkbox"/> Foundation	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 200 Steel Reinforcement	Building	Building	<input checked="" type="checkbox"/> Building	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 210 Bond Beam	Building	Building	<input checked="" type="checkbox"/> Building	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 210 Foundation Final	Blgd_Res	Blgd_Res	<input checked="" type="checkbox"/> Foundation	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 30 Day	CDH FOOD	CDH FOOD	<input checked="" type="checkbox"/> CDH Standard Inspection	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 545 - Fire Suppression System	Building	Building	<input checked="" type="checkbox"/> Fire	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 569-Facility Final	WC_FACILITY	WC_FACILITY	<input checked="" type="checkbox"/> Facility	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 802 - Driveway	Driveway	Driveway	<input checked="" type="checkbox"/> Driveway	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> 870 - Final	Driveway	Driveway	<input checked="" type="checkbox"/> Driveway	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Abandon Well Inspection	WELL_ABANDON	WELL_ABANDON	<input checked="" type="checkbox"/> Well - Redbit	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Abandoned Vehicle	Enforcement	Enforcement	<input checked="" type="checkbox"/> Complaint	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Abatement Action	WORKORDER	WORKORDER	<input checked="" type="checkbox"/> Workorder	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Abatement Follow-Up	WORKORDER	WORKORDER	<input checked="" type="checkbox"/> Workorder	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Abatement Inspection	BC_CODE	BC_CODE	<input checked="" type="checkbox"/> Complaint	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Abatement Inspection	Complaint	Complaint	<input checked="" type="checkbox"/> Complaint	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Animal Nuisance	Enforcement	Enforcement	<input checked="" type="checkbox"/> Complaint	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Annual	FLS	FLS	<input checked="" type="checkbox"/> FLS	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Annual Air Quality Emission	AQ_EMSN	AQ_EMSN	<input checked="" type="checkbox"/> Air Quality Emissions	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Annual Inspection	CSD_VEH_LIC	CSD_VEH_LIC	<input checked="" type="checkbox"/> Vehicle For Hire	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y
<input checked="" type="checkbox"/> Annual Inspection	Retail	Retail	<input checked="" type="checkbox"/> CDH Standard Inspection	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y

Displaying Items 1 - 30 of 91 Page: 1 of 4 [<] [>]

Exhibit 6: Accela Land Management Data Manager

Entirely web based, Accela Automation’s user interface employs a portlet-based design strategy. Several portlets are organized across a single page and are configured to meet the needs of individual user roles.

Among the most frequently used portlets are those presenting system alerts and notifications, upcoming and overdue tasks, performance-based charting, and frequently used data queries. When used with Accela GIS, government activity data is viewable through a map portlet, confirming the system’s versatility in how data is represented.

When used with Accela Mobile, all land management activity data is available to field staff, enabling a full mobile field office solution. Inspector assignments, schedules, routes, status reports, and inspection results are all logically presented. Data collected in the field is recorded electronically and uploaded to the system for immediate availability throughout the enterprise.

Further extending Accela Land Management’s offerings to the public are Accela Citizen Access and Accela IVR, which promote true government transparency and citizen self-service by bringing government services to the public 24 hours a day. Self-services options may include property information, online applications, fee collection and inspection scheduling. In eliminating the need for in-person and paper processing, these system components unite governments and their constituents through accessible technology while reducing costs.

The overall flexibility of Accela Automation is supported by business intelligence that maintains vigilance over these processes. Among the many system attributes are the following features:

- Audit trails document changes made to critical system areas;
- Event Manager Script Engine (EMSE), the system's script engine, offers action/inaction based automation capabilities;
- Required Conditions confirm that all requirements are met prior to an activity occurring;
- Fees and Cashiering functionality employs many GAAP principles, offers full account reconciliation, and may be used with cashiering systems or used with cash drawers to complete the payment process for all fee-based activities;
- Abundant use of Reference Data tables appropriately reuse system data, eliminate duplicate data entry, and reduce the chance of errors; and
- Robust administrator tools support ongoing management of data and processes, ensuring all activities adhere to the specific business rules in place.

4.5.2 Accela Mobility

With the recent explosion of mobile devices and customer adoption, we offer solutions for smart phones and tablets. Accela provides industry leading mobile application functionality. Our cloud-based application allows virtually any device to interface with Accela Automation systems.

Our proven systems for *operational efficiency*, *civic engagement*, and *mobility apps* combine to provide extensibility by employing a dynamic cloud-based platform to support the needs of both Town employees and their user community.

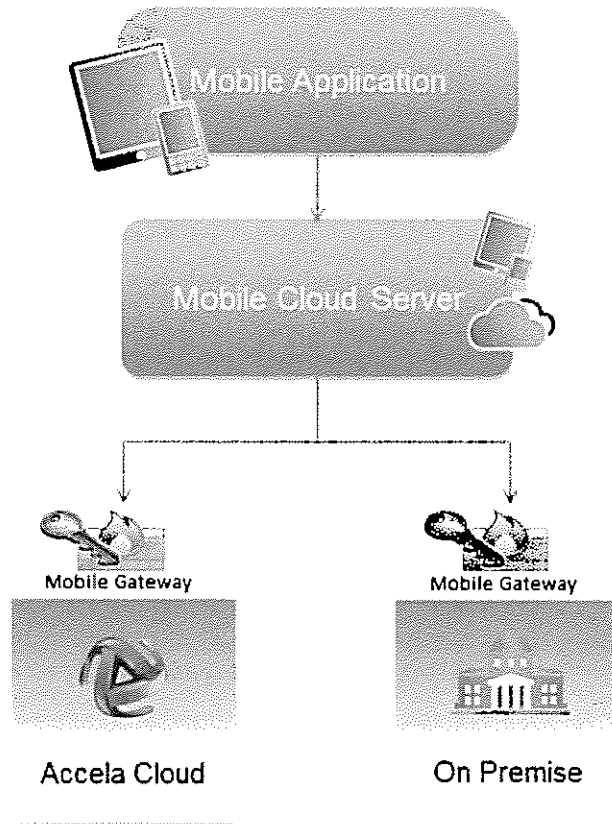


Exhibit 7: Accela’s enterprise platform architecture allows the creation of an infinite number of cloud solutions to serve government, the business community and citizens

Accela Mobility is more than an application—it is a complete strategy central to our government-centric development efforts. Our mobile strategy is to develop role-specific applications for every role in government, on every platform, while allowing public agencies to leverage our Software Development Kit. The overall approach and maturity of our mobile strategy relative to all other vendors is evident based on the following:

1. **Accela is the only vendor in our market with role-specific apps publicly released for inspectors, code enforcement officials, work crews, and Executive/Department Managers for the iOS.** Our inspector app operates on Android, Windows and iOS mobile operating systems.
2. **Accela is the only vendor in our market that has iOS, Android and/or Windows apps that all include a preview feature, allowing anyone to download apps from any of the major app marketplaces for testing purposes.**
3. **Accela has an extremely aggressive development and release schedule.** The iOS version of Accela Inspector benefited from four version releases

since its January 2012 release, and works on the Android and Windows Mobile operating systems. The ability to support rapid release schedules across multiple device operating systems is important as mobile hardware and software is continually evolving.

4. **Accela is the only vendor in our market with a published mobile application development kit allowing third party developers, including current clients, to develop custom mobile applications to work with our back-end Accela Automation system.** We understand mobile applications are an environment supporting evolving creativity and innovation. Accela makes it easy for third party developers to build custom mobile apps that work against our Accela Automation back-end.

4.5.3 Accela Citizen Access

Accela has long been cognizant of the need for transparency and accountability. We quickly realized this rising tide in municipal and county constituencies and **developed the first land management solution web portal.** For the first time, this allowed public agencies to provide their applicants with online permitting and inspection scheduling. The web portal also provided the ability to view real-time status of agency projects and applications. Our goal has since been to provide applicants with more information, greater flexibility, and the ability to interact with government 24/7 in diverse languages.

Citizen participation and collaboration is now one of the most urgent needs facing our government. The ability to put processes online greatly assists this mission in two key ways—by allowing applicants to take advantage of self-service and by increasing agency staff productivity. Another obvious advantage is the system’s inherent ability to address budgetary concerns and help government do “more with less.”

Through a self-service web portal and an open user interface, Accela Citizen Access extends government services to the public 24-hours a day. Citizens, contractors, and other external parties can interact with government data online, eliminating the need for counter operations. This enables truly transparent government operations. Accela Citizen Access supports IE 8 or 9, Firefox 23, Safari 6 (iOS only), Google Chrome 28, and Opera 15 browsers.

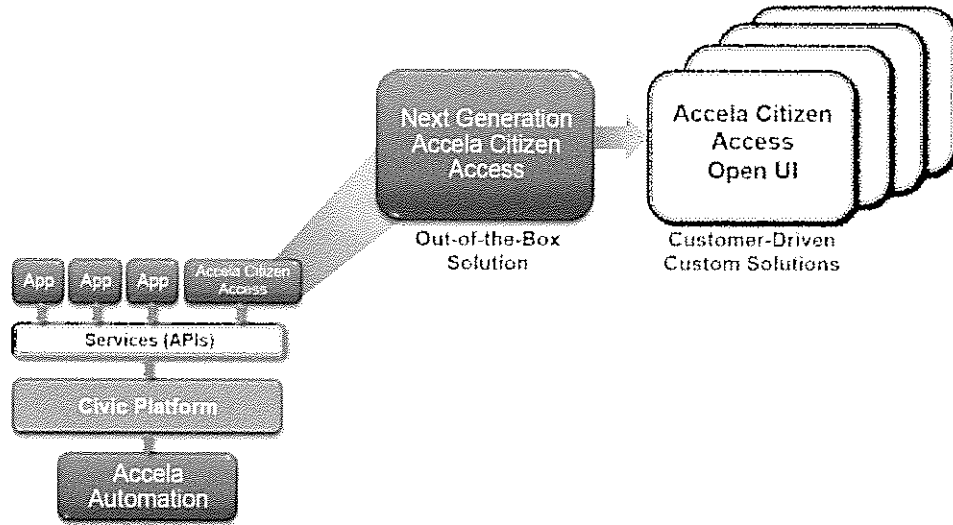


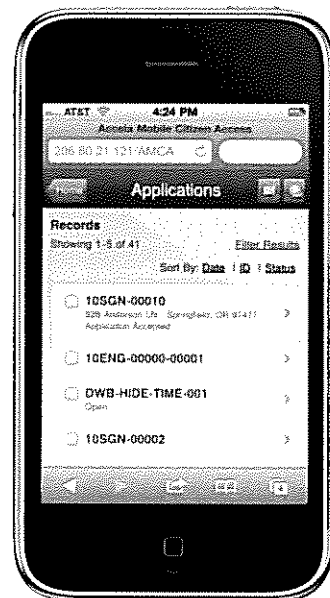
Exhibit 8: Accela Citizen Access's open user interface architecture

Among the many citizen privileges available, external users can take advantage of the following capabilities:

- Apply for permits
- Submit complaints
- Submit requests for service
- View results of requests
- Upload photographs
- View system generated alerts and notifications
- View a history of all complaints/requests
- Conduct searches
- View request data on maps
- Search addresses/parcel information
- Access government documents

Accela Citizen Access is available in several languages. We already offer the solution in Spanish and Chinese in some U.S. communities. Additionally, we developed the system so that all financial transactions are PCI DSS compliant. Furthermore, our system is Section 508c compliant, to make our products accessible to people with disabilities—such as blindness and low vision.

Purchase of Accela Citizen Access includes the mobile application, Mobile Citizen Access, which further enhances accessibility options for public users. **Constituents now enjoy a truly mobile access to government data, using**



iOS, Android, or Windows Mobile devices.

Accela Citizen Access inherits the exact business rules established in Accela Land Management. System administrators simply select which service request activities are to be made available to the public. Additionally, the Accela Automation enterprise utilizes one central database—data submitted through Accela Citizen Access is immediately available for processing in Accela Land Management.

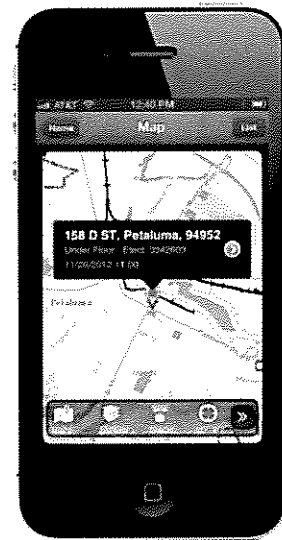
Accela Citizen Access provides a complete solution for all external users to interact with government procedures and operations in a meaningful and trusted fashion. This e-government solution is deployed in more than 100 communities nationwide and has greatly contributed to the effectiveness and efficiency of our customers operations.

4.5.4 Accela GIS

Accela GIS delivers spatial data and map services to Accela Automation for user interaction. Accela GIS provides the ability to mashup Bing Maps or Esri ArcGIS Online base maps with organic maps published by the agency or agency affiliate. Accela GIS also provides visualization of an agency's government data geographically by plotting locations of activities captured in Accela Automation on the map. Accela GIS provides enhanced user experience with:

- Optimal server response times
- Smooth panning
- Context sensitive commands and menu items
- Drag and drop functionality
- Client side graphic rendering

Accela GIS gives users the option to initiate and manage all land management activities from a map interface. Accela GIS is a bi-directional interface enabling viewing, interaction and presentation of both tabular and spatial information. It leverages an agency's GIS database and map services published by one or more ArcGIS Servers. Base maps published from one agency can be combined with map data from another agency to provide a comprehensive view of geographic information.



Optional map editing tools empower end users to draw new features using points, lines, or polygons to represent actual geographic elements or assets.

Once these new features are created, they can be associated to transactions in the Accela Automation database. Accela GIS supports efficient fieldwork through its routing features. Inspection schedules can be automatically routed or users can choose to optimize inspection schedules based on shortest distance or travel time.

Bing Maps are included with the Accela GIS map viewer. Customers may enhance user views by adding the agency's ArcGIS map layers to the map viewer. Together, these data sources, united with Accela transaction data, offer the most comprehensive visual representation of government and location data available. Users can manage, edit, and update data from the map viewer. The map viewer presents reference data and context-based action items for a selected parcel(s) (i.e., create record, show record, create inspection, etc.).

When deployed with Accela Mobile, routing capabilities are available whether connected or disconnected from the network. Routes and driving directions can be saved and printed as needed. The Accela GIS map control is common to Accela Automation and Accela Mobile, reducing training needs. Optimized routing can be done one of two ways:

1. To use an agency's street file, that agency needs ArcGIS Server Network Extension and a published routing service. The agency typically creates the network via ArcGIS Desktop and the Network Analyst extension.
2. The agency may not have a quality street file in an Esri GIS format or does not have the additional Esri software list noted in #1 above. Alternatively, an agency may use Bing Maps, which is included in Accela GIS at no additional cost.

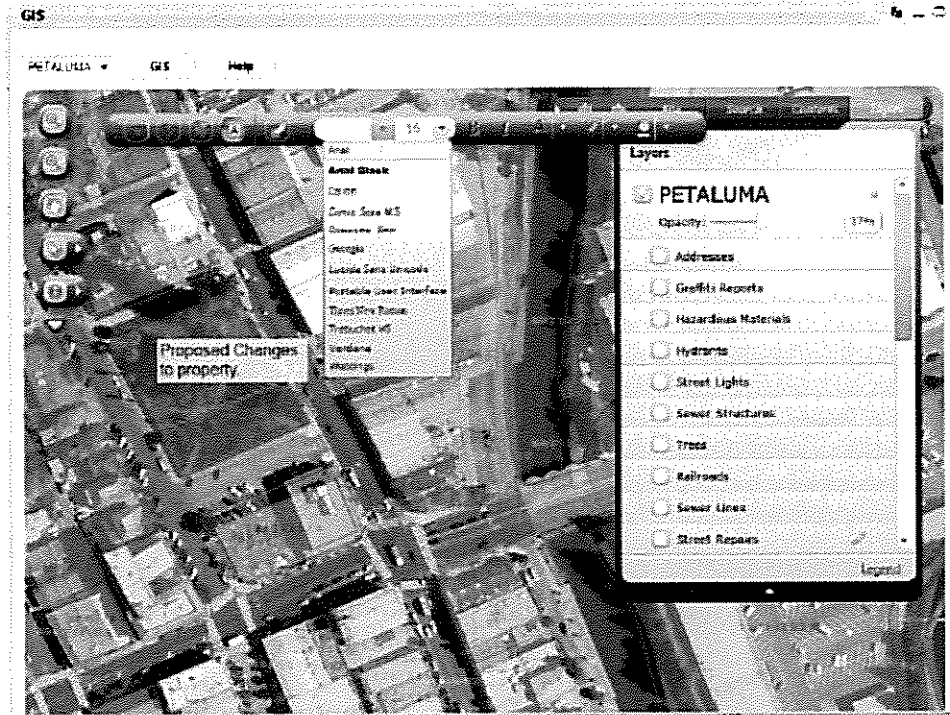


Exhibit 9: Redlining in Accela GIS



Exhibit 10: Routing Jobs Using Accela GIS

The following is a list of features/functions that are available out of the box in Accela GIS:

➔ Plotting event locations (address, parcel or asset matching)

➔ Start new application/transaction from selected map feature

- Navigation (pan, zoom in/out, zoom to scale/selected/full extent)
- Select (by line, polygon, rectangle)
- Buffer selection
- Attach/associate feature to transaction record
- Add selected features to a Set in Accela
- Redlining (point, line, polygon and text box)
- Identify (click on map and see attributes of features)
- Reverse geocoding for mobile mapping
- Measure (linear and area)
- Search for address, parcel, asset, and GIS feature
- Routing & driving directions (either via Network Extension and street centerline or via Bing Maps)
- GIS editing (create new simple features, modify feature geometry, edit attributes)
- Mash up multiple map services
- Proximity alerts (non-visual spatial querying in the workflow process)
- Dynamic themes (real-time queries displaying results on the map- connectivity dependent)
- Mobile mapping/offline mapping
- GPS locator

4.5.5 Accela IVR

Accela IVR is the interactive voice response technology to Accela Automation. This facilitates 24-hour accessibility to government services and enhances self-service options to citizens.

Agency staff and public users can interact with government data via telephone to schedule, reschedule or cancel inspections, check the status of a transaction or activity, or post inspection results.

The application uses Voice XML and VoIP/SIP standards, which provides call trees and voice prompts that are configurable to agency business rules and practices. This next generation IVR platform uses an open, distributed architecture and the market's leading speech recognition software with highly modular, scalable features.

“Press 1 to schedule an inspection for this permit.”



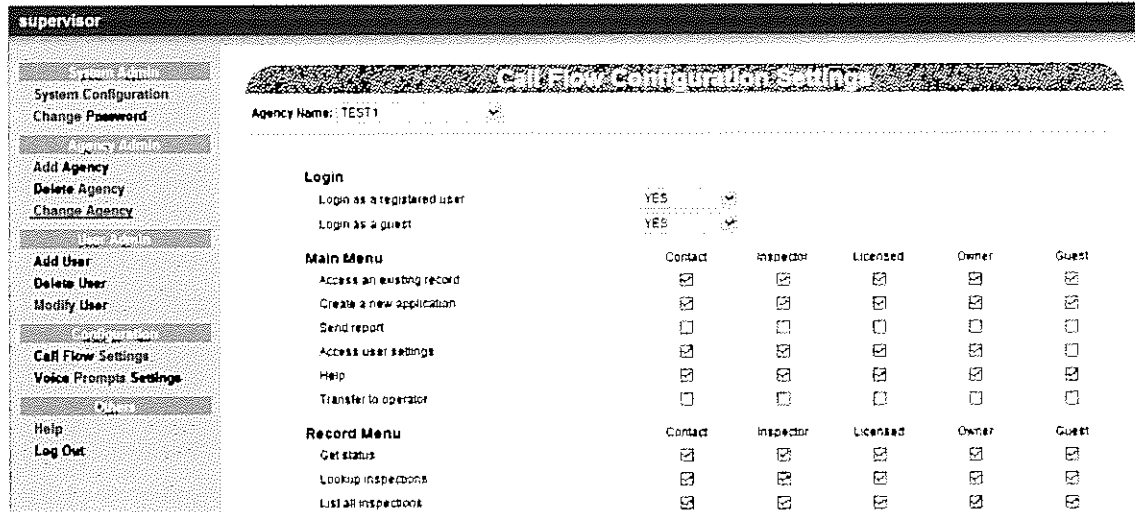


Exhibit 11: The Accela IVR Admin console makes configuring call flow settings simple and easy.

4.5.6 Accela Electronic Document Review

Accela Automation's Electronic Document Review features provide a comprehensive enterprise project review and management system for various types of regulatory documents – plans, architectural drawings, etc. – required to be submitted in support of plan applications and renewals. Accela Automation delivers a complete end-to-end solution for tracking and managing the most critical regulatory functions – permitting, licensing, and more.

This feature is designed to enable review staff to incorporate document review and markup directly into the existing Accela Automation processes that automate, organize, and track reviews. This adds end-to-end management of electronic documents assuring adherence to agency policies and codes. Electronic Document Review is a fully integrated feature within Accela Automation that leverages Adobe Acrobat X and XI Pro to provide review and markup of documents in their native PDF format.

Features include:

- Side-by-side comparison display
- Overlay comparison display with one document transparently overlaying the other
- Manage security profiles for users and to check-in and markup documents
- Manage resubmissions of documents and versioning
- Upload multiple documents simultaneously
- Alert internal users of resubmittals

- Alert public users that a document has been reviewed , approved, or require revisions
- Support hyperlinks to documents for one click access
- Provide configurable attribute fields by document type
- Store document comments in Accela Automation and generate correction notices
- Assign documents to review outside of a workflow

Side-by-Side and Overlay Displays

User defined colors (red, green, etc.) easily identify what has been added and what has been removed on each page. The user can isolate the objects they are looking for using the *Differences* tool bar. For example, users may view only differences, deleted objects, added objects, or objects both documents have in common. In *Overlay* mode, the user can tag differences to create placeholders that can be quickly revisited and examined more closely or to indicate where the annotations and revisions may be required. The multi-page documents viewing capability allows for easy transition between pages, comparison between documents where the pages do not align, and **comparison of a single document against itself**. Additional features include the ability to zoom, rotate, magnify, measure, and adjust resolution.



Exhibit 12: Accela Automation's Electronic Document Review has been specifically engineered to support the comparison of large, multi-page PDF documents, a capability unparalleled in the industry

With Accela Electronic Document Review, users can attach single or multiple PDF documents to a record, and then assign them for review to one or more reviewers, who are able to access and manage their assigned documents either via the record or via their individual My Tasks portlet. Users can also use the Global Search portlet to search for specific documents as needed. Attached PDF documents can be opened in Adobe Acrobat Pro directly from Accela Automation. Once opened, users can utilize Acrobat Pro's easy-to-use annotating tools to review, comment, and mark up documents.

Accela provides a set of standard review stamps as a quick start feature, allowing users to stamp plans. When the review is done, the commentary and annotations are saved back to the Accela Automation application server. The toolbar provides configurable online access to [ICC eCodes](#), the world's primary source of regulatory design and construction compliance standards, as well as state and local codes as required, giving reviewers the ability to look up codes and regulations and use standard copy/paste functionality to cite regulations via annotations added to the PDF. To better manage the life cycle of documents, a Document Audit log is available. It records all changes made to attached

documents, including the moment a document is attached to a record, as well as annotations and comments that have been added/modified and saved.

Challenges	Accela Electronic Document Review	Results
<ul style="list-style-type: none"> ▪ Reduced budgets ▪ Staffing constraints ▪ Doing more with less ▪ Meeting public demands for speed, access, and transparency ▪ Commitment to green solutions ▪ Physical storage of large plans 	<ul style="list-style-type: none"> ▪ Integrated, single-source solution for document submission, review, markup, and management ▪ Leverages key features of Accela Automation ▪ Introduces document review and markup via industry-standard Adobe Acrobat Pro 	<ul style="list-style-type: none"> ▪ Documents where and when users want them ▪ Seamless support for third-party EDMS for storage and retrieval of documents ▪ Flexible solution that supports a variety of agency-driven standards for document submission and review ▪ Included free of charge with Accela Automation

Why Adobe Acrobat Pro?

- ✦ Acrobat supports 32 languages
- ✦ Acrobat free reader allows cost-effective access to viewing documents
- ✦ Best practice standardization on PDF document format provides efficient document transfer and handling
 - ✦ Ensures that documents are not editable
 - ✦ Preserves and protects intellectual property rights
 - ✦ Storage size is a fraction of native large-format document files
 - ✦ PDF markup document ensures that comments cannot be altered
- ✦ PDF/A document format supports long-term archiving of electronic documents and is ISO 32000 compliant
- ✦ Acrobat Pro provides a rich set of markup and comment tools that are intuitive to use
- ✦ All comments are user/date/time stamped
- ✦ “Smart” stamps and seals are dynamic and configurable
 - ✦ Reflect current Accela Automation user name
 - ✦ Configurable with dynamic date and time

Document Information				
01_Floor_plan_New_Vector_with_comments.pdf				
Construction Plans				
Uploaded	<input type="checkbox"/> Comment	Page #	Commented Date	Commented By
	<input type="checkbox"/> Revision required to wall	1	03/04/2012	Administrator J
	<input type="checkbox"/> 4.50 ft	1	03/04/2012	Thomas Dudley
	<input type="checkbox"/> Non-Yed Comment	1	03/04/2012	Thomas Dudley
	<input type="checkbox"/> Safety glazing is requ	1	03/04/2012	Thomas Dudley
Doc Info				
Doc Review Tasks				
Doc Review Comments				
Doc Review History				
	Page #	Commented Date	Commented By	
	1	03/04/2012	Thomas Dudley	
Download	Review	Comment		
		Safety glazing is required in hazardous locations such as adjacent to doors (per IRC 308.4). Please indicate safety glazing at appropriate locations on the floor plans		

Exhibit 13: Accela's Electronic Document Review allows users to review tasks, comments, and history from all reviewers

Accela Best Practice Template for Land Management

To speed time to deployment and help maximize your investment, a suite of Best Practice Templates is available in Accela Automation at no additional charge to all new customers – whether on-premise or hosted in the Accela Cloud. Accela Land Management comes preloaded with an **Accela Best Practice Template for Building, Planning, and Code Enforcement** that allows an agency to deploy e-government services right out of the box, including pre-configured workflows, data structures, fees, business logic, standard reports, and web forms. The best practice template is a culmination of 30+ years of experience of Accela working with government agencies to streamline and make government services more efficient.

Offering 60 pre-configured record types across the entire ecosystem, our Best Practice Template will get an agency up and running in the shortest amount of time, enabling an agency and its building industry customers to reap the benefits of Accela Automation while boosting accuracy and productivity. The table below lists the inspection types that come pre-configured with the Accela Best Practice Template for Land Management.

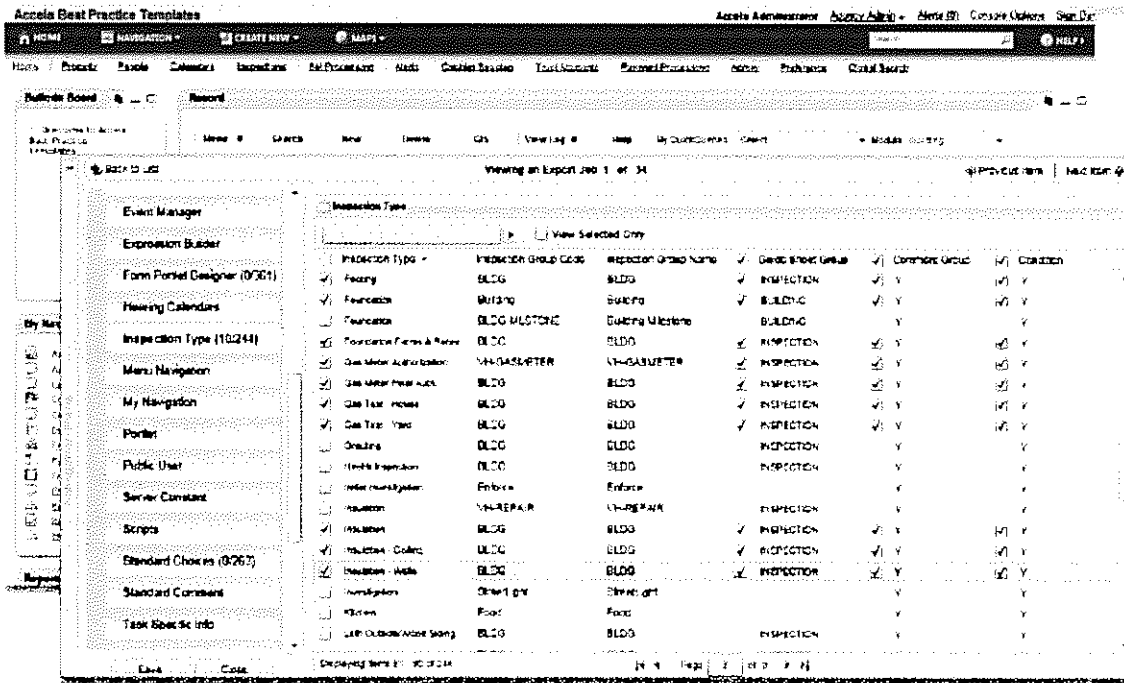


Exhibit 14: Pre-Configured Inspection Types

Exhibit 15: Pre-configured Record Types in the Accela Best Practice Template for Land Management

Accela Best Practice Template for Land Management	Record Category	Record Type
Permitting	Commercial	Commercial Addition
		Commercial Alteration
		Commercial Demolition
		Commercial New
	Electrical	Commercial Electrical
		Residential Electrical
	Mechanical	Commercial Mechanical
		Residential Mechanical
	Multi-Family	Multi-Family Addition
		Multi-Family Alteration
		Multi-Family Demolition
		Multi-Family New
	Plumbing	Commercial Plumbing
		Residential Plumbing
	Pool/Spa	Commercial Pool/Spa

Accela Best Practice Template for Land Management	Record Category	Record Type
	Residential	Residential Pool/Spa Residential Addition Residential Alteration Residential Demolition Residential New
	Sign	Sign Permit – Permanent Sign Permit – Temporary
Code Enforcement	Case Incident	Complaint Animal Violation Graffiti Removal Noise Nuisance Tree Violation Abandoned Vehicle Overgrown Weeds Grading Violation Illegal Occupancy Sub-Standard Property Working Without Permit Complaint Against Landlord Complaint Against Tenant Garbage Service Junk on Property Fence Dispute Home Occupation Violation Illegal Sign Vacant Building
Planning	Application	Conditional Use Design Review Final Map Home Occupation Permit Lot Line Adjustment Plan Amendment Planned Unit Development Preliminary Map Revocable Permit Rezoning Subdivision Variance

Accelea Best Practice Template for Land Management	Record Category	Record Type
	Project	Annexation General Plan Update Specific Plan Zoning Text Amendment
	Special Request	Appeal Pre-Application Meeting Time Extension Modification to Prior Approval Confirmation Letter

4.6 RESPONSE TO SYSTEM REQUIREMENTS

Exhibit C starts on the next page.

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
1	Data must be managed in a normalized relational database. Data is entered once and replicated or accessed when needed.	Y			Accela uses an ANSI standard RDBMS database normalized to efficiently store Accela reference and transaction data.
2	System must use a MS SQL Server 2008 or newer database	Y			Accela supports SQL Server or Oracle. Accela Civic Cloud offering uses Oracle (version)?
3	System must be "real time", updating all files as transactions occur	Y			All data transactions, whether from the web, mobile devices or backoffice are processed and available "real-time"
4	Sensitive customer data such as social security numbers and credit card information must be encrypted when stored and must not be displayed in full except to users based on security level.	Y			Accela has SSN/FEIN encryption and permission controls to satisfy this.
5	System must have report creation tools that allow users to create and modify reports.	Y			Accela Ad Hoc report support creation, modification, export of user defined reports.
6	System must have a data import/export capability that supports a broad range of data types. (XML, Text, Excel, etc.)	Y			Accela supports data export in CSV. Accela supports data imports in certain areas: exam score import, configuration data import, in CSV XML
7	System must allow users to search and report on any information in the database.	Y			Accela has search functionality in all portlets.
8	System must have the ability to publish "live" forms and reports to the Web.	Y			Accela's Citizen Access (ACA) component fully supports this requirement
9	System must have the ability to link to an ESRI based GIS and enable spatial views and queries of permit and license information without the need for desktop ESRI software.	Y			Accela is fully integrated with ESRI GIS
10	System must have conflict resolution features so that two different users may not update a record differently at the same time.	Y			
11	Ability to restrict access through roles and definable properties.	Y			Accela has role permission settings for both internal & external users.
12	Ability to assign security at the table, record, and field level.	Y			Accela has field security settings.
13	Ability to assign Read Only access to specific user profiles.	Y			Accela has role permission and field security settings to user level.
14	Restrict access to specific system features and commands for individual users or groups	Y			Accela has role permission and functionality settings to user level. (FID - Function ID)
15	Maintain audit trails including changed by, changed date, and record (print or file) of changes.	Y			Accela has a matured audit trail maintenance system.
16	The ability to create and modify new and existing data elements such as tables and fields, data types, field lengths, descriptions, views, automation controls and events, and formatting properties.	Y			Accela support user defined fields where user can create new fields with designated labels, data types, views, securities, etc.
17	Ability to prevent any primary record from being deleted if that record is related to data records in any other table.	Y			Accela has permission controls over deletion of data records, and will give alert to action when the records are related to other table.
18	System must support online inquiries, via the web, of permit status.	Y			Accela has public portal - Citizen Access for publically available information inquiries.
19	Support online submission of permits including ability to submit images and files required for the application.	Y			Accela has document upload/download services for both internal & external users.
20	Support online payment of permit and license fees.	Y			Accela supports online payment with several built-in adapters.
21	Control and code tables must be maintainable by the users through interface.	Y			Checklist/guidesheets can be maintained by the users through interface
22	Ability to create a work activity log.	Y			Accela has workflow activity log/history
23	System must be fully web browser based.	Y			Accela is fully web browser based.
24	System must be fully hosted by the vendor.	Y			Accela is fully hosted the Accela Inc.
25	The town of Queen Creek must have full rights to access, view, and query database.	Y			This can be achieved by contacting the Accela Service Center. They will prepare a database dump for deployment.
26	Ability to create or access customized comment libraries via MS Word, including the ability to generate a Plan Check Report.	Y			

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
27	Ability to add digital signatures, professional seals, and stamps.	Y			Accela supports digital signatures.
28	System must allow for mobile inspections via iPad or other mobile device.	Y			Accela has mobile inspector App in iPad.
29	System must have a Code Enforcement module.	Y			Accela has Code Enforcement Module.
30	System must provide Citizen Access via the Town of Queen Creek web page.	Y			Accela provides Citizen Access web page which can be embedded into Queen Creek page
31	System must be able to interface with Google Mail for automatically generated emails.	Y		A	Enhancement 7.3.2, currently only MS Exchange
32	Vendor must provide an integrated IVR system.	Y			Accela has IVR product.
	GIS				
33	The Town of Queen Creek has two separate assessor data sources and must have both included in the assessor source table.	Y			the APO (Accela assessor-parcel-owner) table can be loaded from 2 or more GIS sources if the data is formatted in a staging table.
34	Vendor must provide support for ArcGIS version 10.2 on initial system configuration or support version 10.2 within six months.	Y			fully supported now
35	All address data should be taken directly from the GIS database.	Y			possible using XAPO
36	Vendor must specify how the system accesses GIS data. Is it through replication or map services?	Y			Accela accesses map service URL's
37	Should include optional modules (Utilities and Public Works) for future add-on possibilities.	Y			Accela Automation includes asset management; service request and health and safety solutions
General Specifications					
1	Ability to define specific workflow to route and track the process including the ability to generate a workload specific list (plan review status, inspection, project status, permitting, etc.)	Y			core to Accela Automation
2	Ability to override predefined workflow and re-route as appropriate for the specific case.	Y			supported
3	Ability to configure the system to trigger emails to specific groups and/or individuals as activities are completed or assigned. ** Please see #31 under "System Requirements" above.	Y			supported
4	Ability to relate permits and licenses for a property.	Y			supported
5	Ability to flag properties based on business rules to prevent the issuance of permits and/or licenses unless specific conditions are met, such as taxes being up to date.	Y			supported
6	Ability to link to external systems to provide data necessary to flag properties, such as the tax system and sewer billing system.	Y			Accela's API allows for integration to external information systems
7	Ability to interface with the assessing software system to provide updates on new certificates of occupancy and value of improvements made to properties.	Y			Accela's API allows for integration to external information systems
8	Data input controls should be provided to assure that data input into the system is properly processed based on appropriate business rules.	Y			supported
9	Ability for user defined edit and validation rules to control data integrity.	Y			supported
10	Ability to easily scroll or page through records or files on a screen in either a forward or backward direction or to call up a single record directly by searching on any field(s) in the database or through map selection.	Y			supported
11	Store, access, and retrieve multiple years of historical data.	Y			supported
12	Designated Town personnel must have capability to adjust commonly altered variables, such as codes, tables, fields, report parameters, pick lists, etc. without the services of a professional programmer.	Y			Accela is highly configurable and programming expertise is not required
13	Menu-driven software -- easy to understand directions and prompts. Arranged in a logical sequence.	Y			supported

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
14	Ability to configure custom menus for individual users. Add departmental / user specific options to menus.	Y			supported
15	Import or Export data through desktop productivity tools such as spreadsheets, word processors, or other database file types.	Y			export to CSV and Excel; documents of a variety of types can be attached
16	Monitor users who are on the system and when and where they logged on. As well as view licenses in use and available.	Y			supported
17	Support remote access, including Internet for users in the field or those wishing to work at home.	Y			ACA fully supports this
DOCUMENTATION AND TRAINING					
18	Provide complete role based training for users, administrators and developers.	Y			This is TechGlobal's training approach
19	Provide online documentation.	Y			provided through Accela Community
20	Vendor should have an active users' group where software enhancements can be suggested and problems addressed and corrected.	Y			Accela has a highly active user group facilitated by Accela Community, an annual users conference, regional user groups, etc.
PRINTING					
21	Ability for printed output to be queued to any of the system or network printers.	Y			Accela supports web page printing in all its portlets; Accela exports reports in batch to PDFs, and these PDFs can be printed on any printer.
22	Ability to view or print forms and reports, as an option.	Y			Accela supports view/print reports.
23	Ability to edit and control signs on all numeric fields.	Y			Accela supports editing signs/units of numeric fields.
24	Alignment of pre-printed forms can be done conveniently.	Y			Accela has form designers in all its portlets.
25	Logic to control processing of Auto-Numbered fields using formats and numbering systems currently in use.	Y			Accela has ID masks
26	All reports contain organization name, report title, column head descriptions, processing date, sequentially numbered pages, and subtotals at each level break as appropriate.	Y			Accela supports report editing
27	Ability to display reports using a columnar or tabular format.	Y			Accela Ad Hoc reports supports tabular format. Besides, information in all portlets can be viewed in tables by search.
28	Built-in report writer for flexible reporting that doesn't require the need to use a 3rd party Report Writer, but allows for a third party report writer, if desired.	Y			Accela has built-in Ad Hoc report writer, and it supports a number of 3rd party reports.
29	Must provide automatic and user triggered alerts visible on every form.		Y		Accela has global alerts that can be made visible whichever page you are, applies for both internal & external users.
TECHNICAL SUPPORT - MANDATORY					
1	There must be a 24/7 technical toll free support number for system outages.	Y			Accela Customer Resource Center
2	Provide helpdesk end user toll free support between 7 a.m. and 6 p.m. Arizona time Monday thru Friday.	Y			TechGlobal provides Tier 1 Help Desk support during these hours.
3	The support staff must be well versed in the software on both the technical and non-technical levels.	Y			TechGlobal's staff are highly trained in the Accela software and problem resolution
4	Software support must be multi-tiered in order to provide a clear approach to trouble ticket escalation.	Y			supported
5	Response time for software support averages 2 hrs or less.	Y			supported
6	Provide electronic dial-in capability so that Vendor may dial-in to be connected to computer for diagnosis and resolution of software problems.	Y			supported
7	Provide periodic software releases and enhancements as part of the annual maintenance charge.	Y			Accela provides frequent software releases and upgrades
APPLICATION INTERFACES - MANDATORY					

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
1	The system must be able to interface with Tyler Technologies Munis financial system.				Accela has multiple clients with Accela interfaces to MUNIS
FEE COLLECTION					
1	Ability to store fee information associated with application including the following:	Y			
2	Application fee due	Y			supported
3	Application fee paid	Y			supported
4	Licensing fee due	Y			supported
5	Licensing fee paid	Y			supported
6	Ability to calculate fee based on arithmetic formula using other data in the system (such as property value or value of work.)	Y			supported
7	Ability to determine flat fee based on permit or license type.	Y			supported
8	Fee collection information should contain the date paid and type of payment.	Y			supported
9	Ability to associate fee information to a specific General Ledger account in the Town's financial software via direct link to GL	Y			supported
10	Ability to configure file export to provide fee payment data to Town's financial software	Y			supported
BUILDING PERMITS					
PERMIT APPLICATION PROCESSING					
1	Allow for the capture of basic application data and track status of permit applications.	Y			Accela has a detailed application status tracking system.
2	Ability to duplicate an existing permit application and all associated information to a new application at a different location. An example would be a "standard plan" type of application that is being built repeatedly by a contractor.	Y			Accela has Copy Record function.
3	Ability to establish different types of permits with different review and application requirements.	Y			Accela has record type classification mechanism.
4	Allow assignment of temporary parcel numbers to be used for permitting purposes. Actual parcel number and address required before a C/O may be issued.		Y		A "temporary" parcel can be defined in Accela by an extra flag field.
5	Provide for calculation of standard fee amounts using user provided formulae or tables. Track fee collections and receivables and generate payment receipts.	Y			Accela has a detailed fee tracking system that supports all kinds of calculations.
6	Capture and allow access to complete permit histories by parcel.	Y			Accela supports xref look up.
7	Ability to create miscellaneous permit applications.	Y			Accela supports creation of record types.
8	Ability to define structure detail data items based on the type of work being performed. For example, a different set of data may be set up for renovation permits than for new single family homes.	Y			Accela's record type system supports attaching different fees, workflows, inspection types, data fields to different record types.
9	Ability to define data entry displays and items to the type of permit being issued. For example, fees displayed for selection should apply to the type of permit being issued.	Y			Accela's record type system supports attaching different fees, workflows, inspection types, data fields to different record types.
10	Ability to have multiple names, addresses, & phone numbers to be entered for an application. Allow for online searches by any of these names to locate a permit.	Y			Accela supports many to many relationship in all business entities.
11	Must provide a property information screen with Property information, Legal information, Owner information, and all current and historical activity for permitting, code enforcement and planning.	Y			Accela has a property information screen with all the listed information, available for both internal & external user (public user).
12	Ability to have multiple subcontractors associated with a single permit. For example, an electrical permit could have two or more subcontractors. Allow for online searches by any of these names to locate a permit.	Y			Accela supports many to many relationship in all business entities.

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
13	Memo field types to allow for unlimited free-form notes to be entered for a permit. Allow these notes to be flagged to appear automatically at key processing points (such as inspection request entry.)	Y			Accela supports many to many relationship in all business entities. Besides, comments can be entered as CLOB fields.
14	Ability to define and maintain codes using lookup tables for such items as type of construction, occupancy type, etc.	Y			Accela supports look up in all business entities.
15	Allow for the processing of blanket permits where a single fee is charged to cover the issuance of multiple permits.	Y			Accela's record type system supports attaching different fees, workflows, inspection types, data fields to different record types.
16	Ability to define valuation calculations based on a user-defined table of construction values.	Y			Accela has fee calculation system with user defined criteria.
17	Ability to define square footage calculations based on a user-defined table of square footage values.	Y			Accela has fee calculation system with user defined criteria.
18	Ability to track construction bonds posted for permit applications.		Y		Can be entered as a table of user defined information.
19	Ability to attach scanned documents, plans, images, etc., to a permit application and launched for viewing within the application.	Y			Accela has document upload/download system.
20	Allow for search and retrieval of a permit or application using address, parcel number, permit type, associated names, dates, application #, Permit #, responsible department, status, or any combination of these items.	Y			Accela supports look up in all business entities by all available fields.
21	Allow for special notes to be attached to an address or parcel in the property file and flagged for automatic display in the building permits application.	Y			Accela supports user defined fields in all portlets.
22	System calculates permit expiration date automatically based on user parameters. Expiration date should be extended automatically based on inspection activity. Provide option and ability to send notification letters to contractors and/or owners prior to permit expiration without having to use an external word processing application to create the letter.		Y		This can be done by scripting with Accela EMSE scripts.
PLAN REVIEW					
23	Ability to perform electronic plan reviews.	Y			Accela has Electronic Document Review.
24	Ability to save and store each subsequent generation of plans through multiple plan review and revision cycles.	Y			Accela Electronic Document Review has version controls.
25	Ability to show all changes through each generation of plans.	Y			Accela Electronic Document Review has version controls.
26	Ability to receive electronic plans via jump drive, email, disk, web.	Y			Accela EDR accepts document uploaded via Accela interfaces.
27	Ability for the applicant to view plan review comments in real time.	Y			Accela data are updated in real time.
28	User must be able to easily toggle between multiple sheets of plans and between different generations of the plans.	Y			Accela Electronic Document Review has preview function with easy toggle.
29	Ability for system to show plan review changes by generation using red/green.	Y			Accela Electronic Document Review has version controls.
30	Support standard routing based on type of permit. Workflow created automatically when application is entered but routing can change by authorized users for individual applications (steps deleted or added). Do not allow permit to be issued until all required plan review steps are completed.	Y			Accela has workflow system to control permit issuance stages.
31	Allow for entry of unlimited free-form comments during plan review. Ability to create user-defined tables for standard comments that can be accessed during plan review.	Y			Accela supports many to many relationship in all business entities. Besides, comments can be entered as CLOB fields.

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
32	Ability to track the amount of time in days that plans were under review for each plan tracking step. Generate statistical reports summarizing the number of days spent in plan review for each type of job by each reviewing department. Calculation of the number of days should take into account the amount of time the plans were returned to the applicant or otherwise out	Y			Accela has built-in reports & dashboards.
33	Ability to track legal requirements for completing reviews within a specified period of time and providing warnings when date approaches if activity has not been completed.	Y			Accela has condition of approval system & message/alert system.
34	Ability to setup security for authorized individuals to approve plan review steps for each agency.	Y			Accela Electronic Document Review process can be separated into steps for individuals.
35	Ability of supervisor to review all processes (plans, etc.) before final approval.	Y			Accela has user role permission controls.
36	Ability for customers to view real time progress of plans and plan status.	Y			Accela data are updated in real time.
37	System must have the ability to work with plans in all multiple file formats.	Y			Accela EDR works with PDF
38	Ability to control what the customer can submit, view and change, and when they can do each.	Y			Accela has user role permission controls.
39	Ability to accurately scale plans, measure distance, and calculate areas and other geometric data.				we are looking into the level of support for this
40	Ability to provide the flexibility to review plans from any secured internet access location.	Y			Accela productions sites are globally accessible as long as you have the login.
41	Ability for the customer to generate electronic plan submittals using required dropdown field options.	Y			External (public) users can be allowed to submit PDFs via Citizen Access portal.
	INSPECTION PROCESSING				
43	Allow inspection scheduling and logging of inspection results.	Y			supported
44	Ability to setup user-defined inspections sequences for each application based on the type of work. These inspection sequences can be altered for individual permits as required. During inspections, the system should edit input to assure that inspections are being performed in the correct specified sequence.	Y			supported
45	Ability to put a hold on a permit which would prevent issuance.	Y			supported
46	Perform error checking during inspection scheduling to assure the following:	Y			
47	*Contractors' licenses are valid – Should be in general requirements.	Y			supported
48	*Inspections are performed in the proper sequence.	Y			supported
49	*Type of inspection requested is valid for the permit.	Y			supported
50	*All required fees have been paid.	Y			supported
51	*Permit has not expired.	Y			supported
52	*Permit has not been placed on hold.	Y			supported
53	*Applicant is current on Sewer and bill payments.	Y			supported
54	Ability to include user-defined penalties for failing inspections to be assessed during inspection results entry.	Y			supported
55	Ability to setup and maintain commonly used comments in a lookup table that can be accessed during results entry and modified for the specific entry.	Y			supported
56	Ability to setup security to assure that only authorized persons are allowed to use an inspector's ID to sign off on an inspection.	Y			supported
57	Ability to define system of point values to assure that inspectors are not being over scheduled for a specific day and warn when the maximum is exceeded.	Y			supported

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
58	Provide the ability to load an inspector's daily assignments to a hand-held field computer for use in the field. Provide the software to perform inspections to include printout in the field using this hand-held device.	Y			supported
CO AND PERMIT PROCESSING					
59	Allow for interactive printing of permits using customized permit print formats. Ability for notes from plan review and general application notes to be flagged to print on the permit. Allow user option of printing either combination permits (multiple permits per form) or single permits (one permit per form.)	Y			supported through report design
60	Allow user to define type of certificate to print (ex. Certificate of Completion vs. Certificate of Occupancy.) Allow user defined print formats for certificates. Perform editing prior to printing certificate for such items as all fees paid, all permits finalized, etc.	Y			supported
CONTRACTOR TRACKING					
61	Provide for tracking of contractor information such as name, address, and phone, type of contractor, licenses and required insurance policies. Provide an area for unlimited free-form text comments and notes for each contractor.	Y			supported
62	Perform automatic checking of all requirements for a contractor before a permit may be written during permit processing. These requirements are user-defined and can consist of both a document number (as a state license #) and/or an expiration date (when state license expires) or workman's compensation dates.	Y			supported through scripts and Quick Queries
REPORTS					
63	Statistical reports of permits issued by a user-defined date range.	Y			supported
64	Statistical reports of the types of applications submitted by user-defined date range.	Y			supported
65	Statistical reports of types of inspections performed by user-defined date range.	Y			supported
66	Statistical reports of inspector activity by user-defined date range.	Y			supported
67	Statistical reports of plan review processing including numbers of applications processed, average days to process, etc.	Y			supported
68	Ability to develop standard required government agency reports.	Y			supported
69	Reports of open construction bonds and associated activity.	Y			supported
70	Statistical reports of Certificates of Occupancy activity.	Y			supported
71	Permits listings by contractor.	Y			supported
72	Contractor files mailing labels.	Y			supported
73	Permit expiration reports with option to print letters for expiring permits.	Y			supported
74	Owner builder reports.	Y			supported
INTEGRATION					
75	Provide communication of conditions and other pertinent information from planning and zoning projects related to permit property locations.	Y			supported
76	Provide for fax capability directly from the system.				checkign into this; Accela fully supports autmated email notifications
75	Provide notification to other departments when certain activities are completed or specific conditions are noted.	Y			supported
INSPECTIONS					
1	Identify violations by parcel. Provide notifications to responsible party, and establish user-defined follow-up inspection program to ensure corrections are made.	Y			supported

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
2	Allow user to define case types with user-defined sequence of actions and case data for each type.	Y			supported
3	Allow user-defined violation types and related free-form text. Allow multiple violations to be associated with a single case.	Y			supported
4	Provide user-defined notifications to responsible parties (multiple parties possible per case.) Ability to produce letters within the application as method for user definition of notification.	Y			supported
5	Provide for the interface of electronic inspection devices, allowing inspectors to enter findings while at the site.	Y			supported
6	Provide automatic follow-up of pending actions based on date due.	Y			supported
7	Provide method of preparing agendas and backup documentation for cases reaching Planning Commission.	Y			supported
8	Provide a method of assigning a case to an inspector for follow-up. Where appropriate, allow demand reports to be run, sorted by inspector.	Y			supported
9	Provide a method for multiple departments to use the system with security options for each department. Where appropriate, sort reports by department.	Y			supported
10	Allow unlimited free-form text at the case level, violation level, inspection level, and for reporting findings of boards and meetings.	Y			supported
11	Provide ability to locate a case by property address, any of the names associated with the case, parcel number or user-defined lookup field, or case number.	Y			supported
12	Provide a method of processing & tracking inspections.	Y			supported
13	Provide a method of establishing fine calculations based on a "per day" calculation. User to input a start date for the fine & system to keep running total to date.	Y			supported using an Accela script
14	Cash receipts should validate code enforcement account number and penalty amounts and update customer balance.	Y			supported
15	Identify violations by parcel. Provide notifications to responsible party, and establish user-defined follow-up inspection program to ensure corrections are made.	Y			supported
PLANNING AND ZONING					
1	Capture zoning application information and track status of application. Provide on-demand listings of zoning projects in various sort orders (by address, type of project, project number, planner assigned, etc.) and with various selection criteria (i.e., status of project, application date ranges, planner assigned or involved.)	Y			Accela records can be searched and sorted easily on any displayable fields.
2	User must be able to easily toggle or view multiple projects.	Y			Accela has easy-to-use record search functions.
3	Ability of supervisor to assign disciplines and reviewers to each project.	Y			Records, workflow tasks, inspections can be assigned to individual users.
4	Provide for user definition of data items to be entered based on type of project.	Y			Accela supports user defined fields.
5	Automatic tracking and routing of projects through various pre-defined or user-defined processes consisting of agency and other review functions.	Y			Accela has record type level customizable workflow processes.
6	Provide for electronic collection of such items as agency comments and conditions as review progresses. Also, provide the ability to record review actions made by various agencies and the time spent in review.	Y			Accela has condition of approval system & time tracking system.

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
7	Calculate user-defined "key dates" for projects automatically as part of the review process for a project. Provide the ability to tie a key date calculation to a project review step and have the data calculated automatically when the step is complete.		Y		Can be done via Accela EMSE scripting.
8	Provide a function for producing summary documents for a project from the comments and conditions entered during the project review without the user having to retype these comments and/or conditions.	Y			Accela has pre-defined standard comments.
9	Provide a method of generating user-defined notification letters automatically to property owners and others regarding projects and meetings associated with these projects. Through interface of the parcel database, owners' names and addresses for surrounding properties should be added automatically to the list of addresses for the letters.	Y			Accela supports user defined notifications with parameters.
10	Provide a method of producing meeting documents (such as agendas) for all projects scheduled for a particular meeting and date. Documents should be accessible without rekeying comments and/or conditions entered previously as part of the individual project review.	Y			Accela has meeting calendars to track events for each individual records.
11	As part of the review process for project, any step(s) that are meetings should have a calendar of meeting dates available and should automatically be scheduled for the next appropriate meeting date when the previous review steps are complete.	Y			supported
12	Ability to track legal requirements for completing reviews within a specified period of time and providing warnings when date approaches if activity has not been completed.	Y			supported
13	Provide a user-defined table of standard or recurring conditions that can be accessed and applied to a project during project processing, thereby eliminating the need to key repetitive "boilerplate" conditions.	Y			supported
14	Provide the ability to access any project by project number, parcel ID, property address, project description, any of the names associated with the project (owners, developers, etc.) type of project, and user defined lookup fields.	Y			supported
15	Parcel Management should provide property information for all properties associated with a project. An unlimited number of properties may be associated with an individual project.	Y			supported
16	Provide capability for GIS browse that will pinpoint location of permits by number, address, owner name, and parcel number.	Y			supported
18	Provide capability to use GIS to browse for parcels that are subject to specific review requirements such as coastal, wetlands, historic, etc.	Y			supported
19	Allow users to flag entire projects or individual project conditions in such a manner as to alert the Building department personnel of a project or special condition at the time of permit application.	Y			supported
20	Provide for central cash receipts to validate payments and update projects.	Y			
MEETINGS		Y			
1	Ability to schedule meetings and define different types of meetings/hearings (Planning and Zoning Commission etc.)	Y			supported
2	Ability to list required documents for specific types of meetings.	Y			supported
3	Ability to store meeting agendas.	Y			supported

No	Requirement Description	A Provided Y/N	B Customization Y/N	C Approach M/T/W/A	Explanatory Details
4	Ability to associate documents such as agendas or drawings with a meeting/hearing and distribute to appropriate individuals for review prior to or following a meeting.	Y			supported
5	Ability to define meetings as required part of workflow and assign outcomes to meetings/hearings (such as approved/denied.)	Y			supported
6	Ability to define status of meeting/hearing (pending, completed, etc.)	Y			supported
7	Ability to store notes with a meeting/hearing.	Y			supported
8	Ability to associate a meeting/hearing with an owner, developer, property, etc.	Y			supported
DOCUMENT ISSUANCE					
1	System shall have the ability to generate a variety of documents (Cert of Occupancy, Cert of Inspection, etc.)	Y			supported
2	Documents created should be customizable with the ability to print on standard stock paper or special paper with user designed wording and graphics.	Y			supported
3	System should track the issuance of any document to a specific property, both by address and by Map -Lot number related to the GIS system.	Y			supported
4	Users should be able to look up date of document issue by address or Map Lot number.	Y			supported
5	Provide list of required department approvals for each application.	Y			supported
6	Provide places for all departments to "sign off" on one document.	Y			supported
COMPLAINTS AND INQUIRIES					
1	Users should have a way to look up an application and find out where in the process it is.	Y			supported
2	System should track complaints entered and associate the complaint with a specific process.	Y			supported
3	Should provide links to each part of the process and required documents	Y			supported

The Accela Best Practice Templates for Planning and Zoning, Building Permits and Code Enforcement include pre-configured workflows, data structures, business logic, standard reports, and web forms that will give the Queen Creek project a huge leap forward in the development of your solution.

TechGlobal’s Configuration Team will use the Accela Best Practice templates as a starting point for the Town’s requested “Fit Analysis”. Our implementation approach will be to determine the areas where the templates need to be tailored to fit the unique data, reporting and business rules of the Town’s business functions. Then, based on an agreed-to list of adjustments, our Configuration Team will make the configuration changes to the templates. As anticipated by the Town, there may be areas where the Town’s current procedures may need to be adjusted to take advantage of the efficiencies enabled by the Best Practice Templates. TechGlobal will work with the Town to determine where procedure changes are needed and beneficial.

It is important to note that these adjustments are not customizations to the software, but simply modifications to configuration settings fully supported by the core Accela platform. This is one of many factors that distinguish Accela from the competition. While other products offer some configuration options, to a great extent they require the customer to fit their processes to the structure of their product. The tools and capabilities offered by Accela to configure their software to fit the client environment leads the industry.

Methodology

TechGlobal’s Implementation Methodology uses principles developed from the Project Management Institute’s (PMI®) Project Management Body of Knowledge (PMBOK®), the recognized ANSI standard. TechGlobal’s Project Manager will be a PMI-certified Project Management Professional and will structure and management the project using the rigor established in the PMI process.

TechGlobal’s Accela implementation methodology is comprised of six stages, each with its own project objectives, activities and defined deliverables (Exhibit 7).

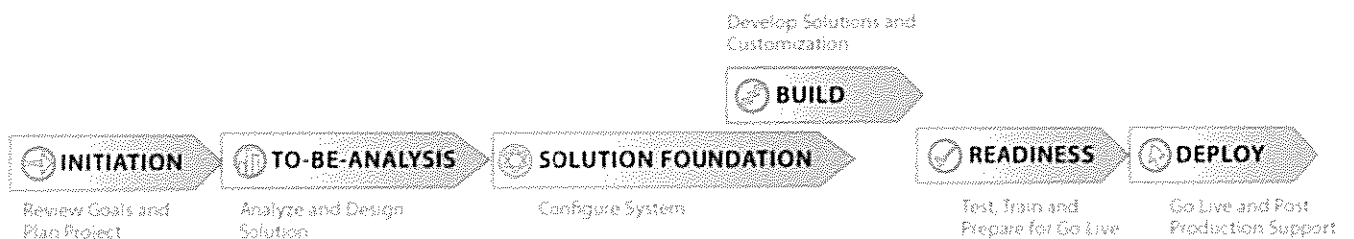


Exhibit 16: TechGlobal's Implementation Methodology Stages

6.1.2 TechGlobal's Accela Implementation Work Plan

The section below describes each implementation stage, which is defined by specific Objectives, Activities, and Deliverables per the definitions provided in Exhibit 8.

Exhibit 17: TechGlobal's Implementation Methodology Definitions

Component	Definition	Expectations
Objectives	The defined purpose and expected achievements of the stage.	With the completion of each stage, the Town/TechGlobal project management team confirms that these objectives have been achieved.
Activities	The tasks that achieve the defined objectives.	Activities are the daily tasks of the project implementation and follow the format defined of the project plan. Activities are closely monitored and drive the overall project status/ progress.
Deliverables	The tangible result that is delivered at the end the stage. A project deliverable can be anything from a completed document, a presentation, or configured system.	Deliverables are material artifacts that represent the defined objectives and are the result of Activities. A deliverable represents the objectives of the stage in a substantive manner whereby project success can be evaluated and approved.

In the section that follows, we present the work plan for each stage of the Town of Queen Creek's Land Development, Electronic Plan Review and Permitting System project. For each stage, we define the objectives, the task activities and the deliverables that will deliver the Town's requested system.

6 TECHNICAL PROPOSAL

6.1 IMPLEMENTATION APPROACH

As revealed in the previous section, whether installed on premise using City managed hardware or in a fully hosted implementation that uses Accela's Civic Cloud, Accela Automation provides a complete platform for automating a full range of tasks associated with the civic functions related to land management:

- Planning and Zoning
- Electronic Document Review
- Building Permits,
- Interactive Voice Recognition (IVR)
- Code Enforcement

The Accela platform further allows the Town of Queen Creek to expand its implementation in the future, providing a full suite of capabilities that support licensing (e.g., pet licensing or any other licensing activities conducted by the Town), service requests, asset and work management and public health and safety.

The Town of Queen Creek has requested a hosted solution, so for the Town's implementation we will be implementing Accela's Civic Cloud Land Management solution – a fully hosted delivery.

6.1.1 TechGlobal's Accela Implementation Approach & Methodology

Approach

System implementation is the set of activities that takes the client from the purchase of the software through to the productive, daily use of the Accela system. TechGlobal is an Accela business partner and a long-time implementation partner. We are expert at using, configuring and training clients to take full advantage of the industry leading strengths and capabilities of the Accela Automation platform.

TechGlobal's implementation approach for the Town of Queen Creek will be to use ***Accela's Best Practice Templates*** for Planning and Zoning, Building Permits and Code Enforcement. The Accela Best Practice Templates represent the culmination of over 30 years of experience working with government agencies streamlining government services and creating embedded efficiencies in the workflows of standard government business functions.

Stage 1: Initiation

Stage 1 establishes the foundation and framework for performing the project. All project expectations and guidelines are defined in this stage. The statement of work is finalized and the contract is completed and executed. A thorough review of the project scope is performed and all Objectives, Activities and Deliverables are defined. The individual from the Town and from TechGlobal who will participate in the project will be defined with a clear definition of their roles and responsibilities in the project. Exhibit 9 identifies the objectives, activities and deliverables associated with the Initiation stage.

Exhibit 18: Implementation Methodology Stage 1 Objectives, Activities, and Deliverables

Objectives	Activities	Deliverables
<ul style="list-style-type: none"> ▪ Establish a detailed project plan that will meet the Town's business needs. Identify of all project milestones, including approval and sign-off requirements. ▪ Form the project team and clearly define each member's role and responsibility. ▪ Develop a strong communication plan that defines status meetings, progress tracking and reporting mechanisms, issue/risk management, and budget management. 	<ul style="list-style-type: none"> ▪ Finalize and sign contract and statement of work. ▪ Schedule Kick-off Meeting/Call. ▪ Conduct Kick-off meeting/call with City project leadership (Town's Sponsor, Project Manager, and IT Representative, TechGlobal's Principal-In-Charge and PM) to review objectives, scope, and timeline for the project. ▪ Review and finalize project plan (schedule), of activities, deliverables, Town review and sign-off milestones. ▪ Review TechGlobal Project Status Report Template and finalize format. ▪ Setup project SharePoint Site and upload pertinent documentation (Manuals, Contract, templates, etc.) ▪ Agree on Issues and Risk Management Log (SharePoint). 	<ul style="list-style-type: none"> ▪ Baseline Project Plan – The project timeline that details the dates and durations of all implementation activities, including status meetings and executive committee meetings. This plan serves as the main calendar to track all events related to this project. ▪ Project Status Report Template – The template that will be used to communicate monthly project status. ▪ Project SharePoint Site – A vehicle for communication and storage of all project documents. ▪ Project Initiation Meeting (Kickoff) – The project kick-off meeting that reviews the project schedule with participating department representatives and the executive committee overseeing the project.

Stage 2: To-Be Analysis

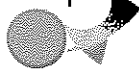
During Stage 2, TechGlobal will prepare for detailed discussions and information with the Town by first collecting and reviewing the Town's existing information on:

- * Documented business processes (the RFP mentioned that the core building permit business processes are documented),
- * Business rules (procedures, applicant instructions, fee schedules, etc.)
- * Copies of all forms and instruments used by the Town to perform its Planning and Zoning, Building Permit and Code Enforcement business functions (permit application forms, notice letters, correction notices, tickets, etc.)
- * Employee names and roles that will use the system

Before conducting interviews, TechGlobal will review this information in relationship to Accela's Best Practice Templates (BPT) for Planning and Zoning, Building Permits, and Code Enforcement and prepare a draft fit analysis for each BPT. We will make notations in the draft fit analysis documents of any questions relating to workflow, business rules, data requirements, field naming, record capture, record reporting, etc. as it relates to the three primary Accela user environments: the public, web environment (Accela Citizen Access), back office (Accela Automation) and mobile field computing.

With the draft fit analysis documents prepared (one each for Planning and Zoning, Building Permits and Code Enforcement), TechGlobal's Business Analyst will conduct a detailed requirements sessions with the key manager and subject matter experts from each of the Town's departments. In each session, we will review the workflow of each BPT, identifying how it supports each business function and identifying where workflow adjustment or Town-specific workflow status labels need to be applied. We will review each element of the fit analysis during this process to make notes on any configuration adjustments that are needed to support business rules, data requirements, information reporting. The TechGlobal Business Analyst will define the requirements for the TechGlobal Configuration Team to implement in Stage 4 – Build a fixed number of reports. TechGlobal's bid price includes the development of the following reports:

Report Complexity	Report Example	# to Create
Simple	Notice letter with standard Town language and parameters to be filled from Accela database	1
Medium	A management report of a data query for a time period	1



Report Complexity	Report Example	# to Create
Complex	A Citation or Correction Notice	1

During the To-Be Analysis stage, TechGlobal will define the requirements for:

- Configuration adjustments to BPT Accela's Fee portal for fee tracking and electronic payments
- Accessing the Town published GIS services from the field and the back office
- Loading/accessing GIS address-parcel-owner (APO) reference data to Accela
- Configuring Accela's Electronic Document Review (EDR) requires that the Town define a standard for storing information within the PDF document. While TechGlobal will set up EDR for use, it will be the Town's responsibility to define a PDF information storage standard and apply it to the EDR because of the extended time often required to achieve an interdepartmental standard).
- Configuring Accela's IVR
- Configuring Accela MUNIS integration routine to allocate collected fees to the appropriate general ledger account
- The conversion of LIS records to Accela (this analysis will occur after all configuration adjustment are defined)

Exhibit 10 identifies the objectives, activities and deliverables associated with the To-Be Analysis stage.

Exhibit 19: Implementation Methodology Stage 2 Objectives, Activities, and Deliverables

Objectives	Activities	Deliverables
<ul style="list-style-type: none"> • Define the configuration requirements to tailor each Accela Best Practice Template to the Towns business rules, workflow and capture and data reporting needs. • Perform and document a fit analysis that defines the configuration actions, Town procedure changes and customizations that will be implemented to support the Town's Planning and Zoning; Building Permit and Code Enforcement. • Define requirements for the reports to be 	<ul style="list-style-type: none"> • Collect and review Town-provided information on business processes, business rules, users, procedures, applicant instructions, fee schedules, forms and instruments. • Prepare draft Fit Analysis for each Accela BPT to guide information gathering. • Conduct detailed requirements sessions for each business function/Accela BPT with key managers, supervisors and subject matter experts. • Document all configuration adjustments to each BPT in the Fit 	<ul style="list-style-type: none"> • Draft Fit Analysis/Design Requirements – The blueprint for configuring the Accela Automation system. This document outlines all business rules and required workflows and details the data conversion, reporting, and infrastructure requirements. • Final Fit Analysis/Design Requirements – the detailed design requirement "blue print" for all

Objectives	Activities	Deliverables
<p>implemented.</p> <ul style="list-style-type: none"> Define configuration requirements for EDR and IVR. Define requirements for using Town's GIS as reference data for Accela's APO Prepare requirements for LIS data conversion. Create system test plans that verify the system configuration and confirm required functionality. 	<p>Analysis.</p> <ul style="list-style-type: none"> Identify any procedure changes to support configured BPTs. Define configuration requirements for EDR and IVR. Define requirements for using Town's GIS as reference data for Accela's APO. Initiate LIS to Accela data mapping (to be concluded in Stage 3) Prepare system test plans for each business function/BPT. 	<p>configuration adjustments to the BPTs.</p> <ul style="list-style-type: none"> GIS to APO field mapping – the design of a GIS staging table and the mapping of assessor-owner-parcel GIS data from the staging table to Accela APO. System Test Plans – test plans for each BPT

Stage 3 – Solution Foundation

In Stage 3, TechGlobal's Configuration Team will make configuration adjustments to the Planning and Zoning, Building Permit and Code Enforcement BPT's based on the final fit analysis/design requirements table. Exhibit 1.1 identifies the objectives, activities and deliverables associated with the Solution Foundation stage.

Exhibit 20: Implementation Methodology Stage 3 Objectives, Activities, and Deliverables

Objectives	Activities	Deliverables
<ul style="list-style-type: none"> Perform configuration adjustments to each BPT to tailor BPT to Town requirements. Develop data conversion program using Accela Data Conversion Tool to migrate LIS data into the Accela Automation application. Prepare Accela Automation for transition to the production environment. 	<ul style="list-style-type: none"> Implement and test configuration adjustments to the Planning and Zoning BPT. Implement and test configuration adjustments to the Building Permit BPT. Implement and test configuration adjustments to the Code Enforcement BPT. Conduct up to BPT configuration review sessions 	<ul style="list-style-type: none"> Configured Planning and Zoning BPT in DEV (development) environment. Configured Building Permit BPT in DEV (development) environment. Configured Code Enforcement BPT in DEV (development) environment.

Objectives	Activities	Deliverables
	per BPT with the department representatives.	

Stage 4 – Build

Concurrent with Stage 3, Stage 4 includes configuration and testing of EDR and IVR, the development of system integration links, in-scope reports, and data conversion/migration programs. Although Stages 3 and 4 occur simultaneously, configuration activities do not end until after the Build stage is completed. Exhibit 12 identifies the objectives, activities and deliverables associated with the Build stage.

Exhibit 21: Implementation Methodology Stage 4 Objectives, Activities, and Deliverables

Objectives	Activities	Deliverables
<ul style="list-style-type: none"> ▪ Configure EDR and IVR systems. ▪ Configure and load Accela APO reference data from GIS. ▪ Prepare and publish in-scope reports. ▪ Complete mapping of LIS data to Accela for data conversion. Confirm schedules are in-line with required data loads for system and user acceptance testing cycle. ▪ Map, review, and convert/migrate all system data into Accela Automation. ▪ Configure and test integration interface with MUNIS. 	<ul style="list-style-type: none"> ▪ Set up and test EDR (Electronic Document Review) ▪ Configure and test AIVR (Accela interactive Voice Response). ▪ Configure and system-test the in-scope reports. ▪ APO data loading and testing. ▪ Develop and system-test the LIS data conversion/migration program and load the data into Accela Automation. ▪ Configure and system-test the MUNIS integration routine. 	<ul style="list-style-type: none"> ▪ EDR, IVR Configuration – configuration and testing of EDR and IVR system components. ▪ GIS to APO Data Load – mapping and loading of GIS data into Accela APO reference data tables. ▪ Report Development – in-system publication of all in-scope reports. ▪ Data Conversion – Source to target data mapping and conversion/migration of LIS data. ▪ Interface Configuration – Configuration and testing MUNIS interface.

Stage 5 – Readiness

During Stage 5, the Accela Automation system is tested, users are trained, and TechGlobal's Configuration Team prepares for deployment. The user acceptance testing plans developed for internal testing during Stage 2 will be updated, finalized and delivered to the Town for use during UAT. Prior to the initiation of UAT, TechGlobal recommends that end user training be conducted. This will give the end users designated for UAT testing to be fully familiar with how the configuration works to perform their day-to-day activities.

TechGlobal's price proposal is structured to support 6 days of on-site training. To accommodate the City's 4-day workweek, we plan on sending two trainers to the Town and request that the Town schedule its end users so that 40 hours of training for Planning and Zoning Building Permits and Code Enforcement can be accomplished over 4 consecutive days and 40 hours. TechGlobal will send a second trainer to perform 8 hours of System Administration training. TechGlobal will prepare reference guides as the primary training material to support end user training.

The level of expertise of Town staff that will use the Accela configuration is minimal, but familiarity with standard Windows and Internet functions is helpful. The level of expertise of the Town's IT staff who will support the Accela configuration is 1-2 years of experience managing user accounts and privileges in other enterprise-level software products. Since the Accela configuration will be hosted by Accela, most system administration tasks (software patch installation, back-ups, etc.) will be performed by Accela. TechGlobal's System Administration training will focus on use lifecycle management, and mobile app administration.

Upon the conclusion of end user training, a two-week UAT period will ensue during which the Town's designated testers will fully test the system using the test plans provided by TechGlobal supplemented by any testing procedures developed by the Town. During UAT if a defect is discovered, the Town will use TechGlobal's web-enabled defect tracking system to report the defect and provide the explanatory information needed for a member of TechGlobal's Configuration Team to replicate the defect.

During UAT, TechGlobal will monitor throughout the day any defects reported in the system, acknowledge receipt and attempt to replicate the defect. If the defect is in scope and can be replicated, the defect will be assigned to a TechGlobal's Configuration Team member for fixing and re-testing, with the status of the defect updated in the tracking system at each stage of the process. Upon the approval by one of TechGlobal's Quality Control technicians, the Town will be notified of that the fix has been accomplished with a request to re-test, confirm and close the defect.

At the conclusion of UAT this Stage will be complete and the Town must confirm all system requirements have been successfully met. Exhibit 13 identifies the objectives, activities and deliverables associated with the Readiness stage.

Exhibit 22: Implementation Methodology Stage 5 Objectives, Activities, and Deliverables

Objectives	Activities	Deliverables
<ul style="list-style-type: none"> ▪ Finalize the User Acceptance Test Plan. Gain approval/ confirmation that the terms and conditions of the system have been met. ▪ Complete all User Acceptance Test activities. ▪ Prepare training reference guides and conduct end user training. 	<ul style="list-style-type: none"> ▪ Prepare end user reference guides and schedule training session and conduct end user training. ▪ Town performs User Acceptance Testing to ensure requirements have been met, logging defects if found for fixing. ▪ TechGlobal Configuration Team fixes confirmed, in-scope defects and Town re-tests to confirm fix is complete. ▪ Town approves and signs off on the configuration. 	<ul style="list-style-type: none"> ▪ User Acceptance Test Plan – TechGlobal provides updated system test plans and deliver them to Town for use during UAT. ▪ End User Training – The end users from Planning & Zoning, Building Permits and Code Enforcement are trained in the use of Accela Automation. ▪ System Administration Training – The Town's IT staff who will administer the system are trained on Accela system administration and user account management. ▪ Configuration Fixes – TechGlobal will fix all confirmed, in-scope defects reported during UAT.

Stage 6 – Deploy

The final stage of the project is marked by the transition of the developed Accela Automation configuration into the Civic Cloud production environment. Once deployed, the City may begin to use the system in their day-to-day activities.

Upon completion of Stage 6, all support functions are transition to TechGlobal's Help Desk for Tier 1 support and to Accela's Customer Resource Center for any system outages. TechGlobal's Help Desk receives toll-free calls during normal working hours (9:00 – 5:00pm EST) and between 5:00pm to 9:00pm EST via pager. All Help Desk calls will be responded to immediately or replied to within 2 hours of receipt. Accela's Customer Resource Center provides toll-free support 4:00 AM to 6:00 PM Pacific Time (excluding observed holidays) and will be the first point of contact if the Town should experience a system outage.

Exhibit 14 identifies the objectives, activities and deliverables associated with the Deploy stage.

Exhibit 23: Implementation Methodology Stage 6 Objectives, Activities, and Deliverables

Objectives	Activities	Deliverables
<ul style="list-style-type: none"> ▪ Completion of all training on the use and maintenance of Accela Automation. ▪ Successful deployment of Accela Application in the production environment. ▪ The City begins to use Accela Automation in their daily activities. ▪ Obtain Project Completion Signature, indicating that the project has completed successfully. 	<ul style="list-style-type: none"> ▪ Complete all training for all specified user groups. ▪ Execute the Deployment Plan, whereby the system is installed and live in a production environment. ▪ Schedule an executive session to review the activities and results of deployment, and gain signature indicating that the project has been successfully completed. 	<ul style="list-style-type: none"> ▪ Move to Production – Accela Automation is fully transitioned to the production environment and ready for daily use. ▪ Post Production Analysis – A review of all activities detailed in the Production Checklist and confirmation of project completion. ▪ Formal Transition to the TechGlobal Help Design and Accela CRC for Ongoing Support – The transition of all calls related to technical issues to TechGlobal's Help Desk or Accela's CRC.

6.1.3 Project Management Approach

Mr. Anuj Ahuja will serve as Project Manager, leading our project team to ensuring all tasks are progressing according to schedule. Mr. Ahuja is a PMP and ITIL certified Project Manager with 11 years of experience leading projects and ensuring fulfillment of the project objectives. Mr. Ahuja will work closely with the TechGlobal Configuration Team that is comprised of industry professionals highly experienced in the configuration of Accela Automation. The following project management services will be performed by Mr. Ahuja:

- **Development and Management of the Project Plan:** Mr. Ahuja will develop, based on the draft timeline included in this proposal, a realistic and detailed project plan that will serve as the timeline for all activities comprising this implementation. The project plan is a Microsoft Project document, and will be updated routinely throughout the project. All status updates will include the most recent update to the project plan, as required.
- **Status Reporting:** Mr. Ahuja will conduct a bi-weekly status meeting with the Town’s Project Manager and key stakeholder to review project status and resolve any issues. He will also prepare monthly a written status report that identifies completed tasks, upcoming tasks, an updated version of the project plan, any issues that may place the project at risk with recommended resolutions. Following each monthly meeting, the actions and assignments associated with the meeting will be published and used as an agenda for the mid-month meeting.
- **Project Management Documentation:** All documentation relating to this implementation will be uploaded and organized on a shared, secure web portal on TechGlobal’s Client SharePoint site. The Town will have access to this document repository to view, track, and download any documentation associated with this project. Documents included within this site include status reports, project plans, requirements, test plans, etc.

TechGlobal Responsibilities

The table below represents TechGlobal’s staffing to support the proposed Land Development, Electronic Plan Review and Permitting System implementation. Mr. Ahuja will have full responsibility for the coordination of this team and its interaction with the key Town resources assigned to the effort.

Exhibit 24: TechGlobal Staffing for the Town’s Project

Accela Project Team Member	Responsibilities
Project Manager	<p>TechGlobal’s Project Manager is responsible for the overall project management and works directly with the Town throughout all aspects of Accela implementations—from the initial scoping, planning, staffing, to delivery, with responsibility for:</p> <ul style="list-style-type: none"> ▪ Project plan management ▪ Change order management

Accela Project Team Member	Responsibilities
	<ul style="list-style-type: none"> ▪ Issue log management and escalation ▪ Status reporting ▪ Resources management ▪ Work plan management ▪ Meeting management
<p>Business Analyst</p>	<p>TechGlobal's Business Analyst assigned to the project has significant experience in the business process as well as functionality of the Accela Automation product, with responsibility for:</p> <ul style="list-style-type: none"> ▪ Analysis of Town-supplied documentation, business rules, forms and instruments. ▪ Mapping the City's business processes and requirements to the functionality of Accela's Best Practice Templates and the creation of the To-Be analysis documentation and the specification of configuration adjustments. ▪ Working with the TechGlobal Configuration Team to ensure they understand the business requirements associated with all configuration adjustments. ▪ Working with the TechGlobal Quality Assurance Team to ensure they understand the business requirements and that the test plans fully capture these requirements. ▪ Facilitating meetings with Town business and IT staff ▪ Providing end user training. ▪ Communicate and support APO loading, data conversion, LIS interface requirements and execution.
<p>Configuration Consultants</p>	<p>TechGlobal's Configuration Consultants have significant Accela product and are expert at product configuration. Each Consultant will be responsible for one or more of the following:</p> <ul style="list-style-type: none"> ▪ Participate in information collection sessions ▪ System configuration based on fit analysis and requirements specification document ▪ GIS to APO and LIS to Accela data mapping and record conversion ▪ Report configuration

Accela Project Team Member	Responsibilities
	<ul style="list-style-type: none"> ▪ End user and System Administration training
Quality Assurance / Quality Control Consultants	<p>TechGlobal's QA/QC Consultants are responsible for assurance the Accela configuration meets all documented business and technical requirements. They are responsible for:</p> <ul style="list-style-type: none"> ▪ Prepare the system testing plans ▪ Performing system testing as configuration components are developed ▪ Performing system testing of all defect fixes during UAT

Town Responsibilities

The Town requested that we provide information on the Town's FTE requirements for supporting the project at different stages of the implementation and for on-going support. The following table provides this request information.

Exhibit 25: Recommended City Staffing for the Land Management Project

City Resource	Primary Responsibilities	Project Stage	Est. Level of Effort per Resource
Project Sponsor	<ul style="list-style-type: none"> ▪ Ultimate responsibility for the success of the project ▪ Creating an environment that promotes project buy-in ▪ High-level oversight throughout the duration of the project ▪ Serves as the primary escalation point to address project issues in a timely manner 	Initiation	8-10 hours per month
		To-Be Analysis	
		System Foundation	
		Build	
		Readiness	
		Deploy	
Project Manager	<ul style="list-style-type: none"> ▪ Overall administration, coordination, communication, and decision-making associated with the implementation Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the City ▪ Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track 	Initiation	24-40 hours per month
		To-Be Analysis	
		System Foundation	
		Build	
		Readiness	
		Deploy	

City Resource	Primary Responsibilities	Project Stage	Est. Level of Effort per Resource
Business Function / Function Role Subject Matter Expert (SME)	SME's representing each Town business function (Planning & Zoning; Building Permits; Code Enforcement) and each primary role performed within that business function (e.g., for Code Enforcement: Supervisor, Clerk, Inspector; Court Administration Clerk) need to be involved in the project. Responsibilities include: <ul style="list-style-type: none"> ▪ Assemble and organize information on existing functions, rules, forms & instruments ▪ Actively participate in information gathering sessions ▪ Assist in the creation of specifications for reports, interfaces & conversions ▪ Review and test the system configuration ▪ Attend training 	Initiation	2 hours (if attend Kick-off)
		To-Be Analysis - Assemble Info - Interviews + follow-up	- 8-10 hrs - 40-60 hrs
		System Foundation	16-24 hrs
		Build	16-24 hrs
		Readiness - Training - UAT	- 16 hrs - 40-80 hrs
		Deploy	n.a.
IT Lead GIS Lead	<ul style="list-style-type: none"> ▪ Primary responsibility for the technical environment during the software implementation ▪ Assist in specification and procurement of iPads/field computers, printers and field support equipment ▪ Ensure network, desktops, iPads/field computers printers, are properly configured and working ▪ Prepare data extractions and support analysis of LIS and GIS data ▪ Act as the primary technical resource for troubleshooting problems ▪ Attend System Administration training (possibly only IT Lead) ▪ Perform on-going System Administration (user accounts) 	Initiation	2 hours (if attend Kick-off)
		To-Be Analysis - Assemble Info - Interviews + follow-up	- 8-10 hrs - 16-40 hrs
		System Foundation	40-80 hrs
		Build	40-80 hrs
		Readiness	16-24 hrs
		Deploy - Initial - On-going	16-24 hrs 16 hrs/month

7 QUESTIONNAIRE

The Town's questionnaire is included on the next page.

EXHIBIT B: QUESTIONNAIRE

1. Company Name: TechGlobal, Inc (configuration integrator); Accela Inc. (software product)
2. Contact Name: TechGlobal: Bob Finkle; (Accela: Mitch Freitas)
3. Address: TechGlobal: 15850 Crabbs Branch Way, Suite 160, Rockville, MD 20855
Accela: 2633 Camino Ramon, Suite 120, San Ramon, CA 94583
4. State: TechGlobal: Maryland; Accela: California
5. Country: U.S.A.
6. Telephone and Fax: _____
7. Closest Office location to Queen Creek, Arizona: addresses above
8. E-mail address: rfinkle@techglobalinc.com

PRODUCT/VENDOR DESCRIPTION:

9. What is the name of your software application? Accela Automation
10. What is the latest version of your software? Version 7.3
11. What was your 2012 sales revenue? TechGlobal: \$1,694,891.00; see statement attached for Accela
12. What was your 2012 net profit? Not reported
13. Have you been involved in a law suit? *Note: Answer yes does not disqualify a proposer?
TechGlobal: NO; Accela: YES
14. How long has your company been providing permit management software? Since 1981
15. How many installations of the latest version of your product have you completed ("completed" defined as users are "live" with system)? Over 200 agency installations are using Accela Automation
16. Has your software been integrated with field communication including laptop computers, pen based computers, PDA's?: Accela has multiple mobile apps on IOS, Android, Windows 8 Phone and Tablets, as well as a traditional MS windows app
17. Have you ever exported information to NUNIS financial software General Ledger or any other financial system? If yes, please describe: Accela has multiple mobile apps on IOS, Android, Windows 8 Phone and Tablets, as well as a traditional MS windows app
18. Have you ever integrated with an ESRI based GIS? If yes, please describe: Accela has been partnered with ESRI for 30 years and they are our preferred mapping vendor with integration such that their maps are infused across our platform, customers, staff, and field workers.

Statement of Finances and Financial Stability from Accela

Accela, Inc. is a privately held corporate entity, organized and maintained pursuant to the laws of the State of California.

As a non-public corporation and in accordance with its longstanding corporate policies, Accela does not make public disclosures of its financial records or general fiscal condition. Accela is subject to the corporate governance established by its shareholders and board of directors and, as such, Accela maintains its financial condition and related statements confidential. Due to the sensitivity of this information, and the fact that Accela is not publicly traded, releasing such information to the public would open the company to undue scrutiny by its competitors. We also do not issue annual reports.

Accela voluntarily submits to a complete annual audit of its financial statements. Each audit is performed by KPMG, one of the world's premier accounting companies, and they have issued an unqualified opinion on Accela's most recent annual audited financial statements. There have not been any significant changes in the financial position/condition of Accela's business since the last independent audit.

9 EXPERIENCE

9.1 QUALIFICATION OF FIRM

TechGlobal, Inc. is an award winning, minority and woman-owned enterprise business founded in Maryland by Ms. Minna Li in May of 2005. TechGlobal Inc. is a leading implementer of Accela Automation solution. TechGlobal provides full life-cycle Accela implementation services that include project and program management, planning, design, implementation, data conversion/migration, training, production deployment and post-production support.

Please refer to Appendix C for Corporate information and Audited financial Statement.

9.2 EXPERIENCE

TechGlobal, Inc. is an award winning, minority and woman-owned enterprise business founded in Maryland by Ms. Minna Li in May of 2005. TechGlobal Inc. is a leading implementer of Accela Automation solution. TechGlobal provides full life-cycle Accela implementation services that include project and program management, planning, design, implementation, data conversion/migration, training, production deployment and post-production support.

Please refer to Appendix C for Corporate information and Audited financial Statement.

Project Name	Contract Amount	Completion Date	Database Software	Location
Prince George's County Planning Department	\$ 1,419,368	July 2009	Oracle 10g	Washington DC
U.S. Treasury Alcohol and Tobacco Tax and Trade Bureau	\$5,126,895	In progress	Oracle 11g	Rockville, MD Washington DC
Baltimore County	\$895,100	In progress	Microsoft SQL Server	Towson, MD Rockville, MD
Town of Southampton, NY	\$48,314.00	In progress	Oracle 11g	Rockville, MD
DCRA, DC Government	\$392,665	Sep. 2009	Oracle	Washington DC

9.3 CASE STUDIES

In each of the client engagements performed by TechGlobal the success of our initial work with the client has resulted in long-term relationships and many follow-on contracts for service. We believe

this is direct testimony to our ability to consistently meet and often exceed our client's expectations.

In the following tables we provide a description of four projects that are of direct relevance to the Town of Queen Creek's project. In each of these projects TechGlobal implemented major, enterprise systems that dramatically improved efficiencies within the organization using Accela software.

9.3.1 Baltimore County

Enterprise Accela Implementation for Baltimore County, MD

Background:	<p>Baltimore County suburban region of over 800,000 residents and located north of the city of Baltimore.</p> <p>Baltimore County was faced with the following challenges for its permitting system:</p> <ul style="list-style-type: none"> ▪ Highly fragmented environment resulting in long permit processing times ▪ The high turnaround time was disruptive to its business community ▪ Silos of information were hampering county staff's working efficiency ▪ Improving user experience and improving quality of services to residents and businesses
Challenges	<ul style="list-style-type: none"> ▪ Lack of technical expertise in implementing an enterprise wide COTS system <p>To overcome these challenges the county embarked on major technology initiatives designed to improve citizen service and modernize the county's business processes. Among these, the county will deploy Accela Automation to automate the business processes for building, electrical, plumbing and numerous other permits, including their approvals and inspections, as well as provide 24/7 online access for residents and businesses</p> <p>Baltimore County selected TechGlobal, Inc. to support the County's implementation of the Accela Automation solution, providing consulting services across the full life cycle of requirements, design, build and implementation. The team has successfully completed and deployed Animal Licensing, Animal Control, and Residential Parking Permits and is now assisting the County implement Land Management activities. TechGlobal team is working very closely with the IT staff at Baltimore County to define a strategy for the enterprise implementation of Accela.</p>
Solution	<p>Baltimore county is also envisioning using iPad for its Code Enforcement team to enable them conduct field audit and update results in real time.</p> <p>A full service implementation from TechGlobal includes requirement definition, workflow documentation and configuration, data migration, report generation guidance to OIT , testing, training payment gateway integration</p>

Enterprise Accela Implementation for Baltimore County, MD

- and GIS integration
- The new web-based office and mobile software encourages data sharing, reduces data duplication and errors, and streamlines and automates business processes for the permits, land management, licensing, and enforcement agencies.
 - Baltimore County received the 2013 Achievement Award from the National Association of Counties for the County's implementation of Accela (for PAI, Animal Licensing and Residential Parking)
- Customer Success**

9.3.2 Department of Consumer and Regulatory Affairs (DCRA), District of Columbia

Enterprise Accela Implementation for Baltimore County, MD

Background: DCRA is a District of Columbia agency that issues licenses and permits. It falls under the oversight of the Council of the District of Columbia. The DCRA issues or maintains the Building permits, Zoning regulations/ certificates of occupancy, Construction codes, Corporate registration Business licensing, Professional licensing, Construction inspections, Housing Code inspections and Vacant property regulation.

Project Budget: DCRA had many stand-alone applications, databases, and systems for managing its various permitting and licensing activities. These isolated systems created redundant and inconsistent data

- Challenges**
- Substantial extra efforts to research, confirm, correct, enter and update information for permits and licenses.
 - The result was long processing times, slow customer response times and high customer frustration.

Solution

TechGlobal was involved in the implementation of Accela's permitting software in partnership with Razavi Application Developers, to develop the CPMS using four Accela Automation modules: Land Management (permitting), Citizen Access (ACA), Accela GIS, and Accela Wireless (now Accela Mobile Office). The project included the migration of data from DCRA's several legacy systems to the new CPMS.

With Accela Automation, DCRA streamlined its business processes, integrated all property related data, and now provides consistent and reliable

Enterprise Accela Implementation for Baltimore County, MD

information for this highly visible, essential DCRA business function. The team provided services across the full life cycle of requirements, design, build, deployment and support. This included requirement analysis, business workflow finalization, database migration, technical guidance on integrating the system with City's website, Accela configuration and development of over 200 forms, performance reports, management reports, and standard business letters that agency uses on a daily basis.

The new, Accela-based CPMS is used by DCRA staff across multiple divisions including Accounting, Building, Community Development, Zoning, Business Licensing, GIS, IT/IS, Permitting, and the Clerk/Treasurer's Office. The system serves approximately:

Customer Success

- 15,000 plan reviews per year
- 43,000 to 49,000 permits per year
- 50,000 inspections per year
- > 200,000 complaints and enforcement cases per year

9.3.3 Permits Online

Permits Online Project for U.S. Treasury's Alcohol and Tobacco Tax and Trade Bureau

Background:

TTB is the third largest tax collection agency in the U.S. (after the IRS and Customs), collecting \$26.3 billion in taxes in FY2012. With approximately 500 staff, TTB is responsible for enforcing and administering laws connected to the production, use, and distribution of alcohol and tobacco products

Project Budget:

TTB's process for processing of permits was entirely Paper based and TTB was facing the following challenges:

Challenges

- Increasing workload: According to TTB's 2011 Annual Report, the permit processing workload had increased by 56 percent
- Increasing turnaround time: the Bureau had begun to estimate 90-day turnaround times for original permit applications by the end of fiscal 2011, compared to 65 days in fiscal 2010
- Tracking and maintaining paper based application provided challenges of application maintenance and record retention

Solution

TechGlobal Inc. implemented Permits Online (PONL) for the Alcohol and

Permits Online Project for U.S. Treasury's Alcohol and Tobacco Tax and Trade Bureau

Tobacco Tax and Trade Bureau (TTB) using Accela Automation software. TTB's PONL project is the implementation and integration of a secure web based system to support the online submission, routing, and processing of Original and Amended permits for Alcohol and Tobacco manufacturers, wholesalers, and importers, as well as tax free firearms and ammunition.

The Permits Online system was built using Accela's Land Management (permitting), Citizen Access (ACA), Accela Document Service (ADS) and Report Manager modules with utilization of Oracle 11g, Oracle Application Service (OAS), TTB's Active Directory and email services, and a data exchange interface to TTB's external IRIS database archive system.

TechGlobal is currently integrating TTB's Document Management System Execute 360 with the Accela Automation so that all permit and registration related documents are stored in the central location.

TTB in its annual report showcased the following successes of the implementation

- PONL has reduced the average processing time of a permit from 67 days in TTB's the previous paper environment to 23.23 days.
- Within 2 months of roll-out, PONL had an adoption rate (by external permittees) of 63.65% and a 95% customer satisfaction rate.
- PONL is allowing TTB staff to dramatically reduce its backlog.

Customer Quotes:

Customer
Success

"This {PONL Project} has been the fastest implementation involving more people from throughout TTB than ever in OCIO history."
Assistant OCIO, TTB

"Due to the success of our Permits Online initiative... we expect to realize staff hour savings equivalent to 6 FTE by FY2014...efficiencies [that] will return \$550,000 in savings."
Message from the Administrator and Deputy Administrator

For its work on the PONL project TechGlobal received the U.S. Treasury's prestigious Small Business Prime Contractor of the Year award for 2011.

9.3.4 Accela Payment Gateway for Howard County, MD

Payment Gateway for Online Payment Using Accela Automation, Howard County, MD

Background: Howard County's Department of Inspections, Licenses & Permits (DILP) implemented Accela Automation for accepting, reviewing, and approving permit and license applications.

Project Budget:

Challenges While the entire processing and creation of permits and licenses was

Payment Gateway for Online Payment Using Accela Automation, Howard County, MD

automated in Accela, DILP's walk in customers still had to pay for each license or permit using a manual process of receiving a printed invoice and submitting payment at the County's cashier window, paying in cash or a check. When payment was proffered, the County Cashier entered the payment amount into the County's Cashier system and an interface program exported the payment information and posted to Accela the invoice payment transaction and the dollar amount of the transaction.

Solution

To stream line the payment process, TechGlobal implemented a payment gateway that integrated the County's payment clearing house (Govolution) with Accela by designing and implementing a payment gateway. The payment gateway developed by TechGlobal allows the customer to swipe their credit card on a credit card swipe device at the permit intake counter. The payment gateway digitally transmits the payment information to the Govolution payment clearing house, where the credit card and the authorization amount is approved.

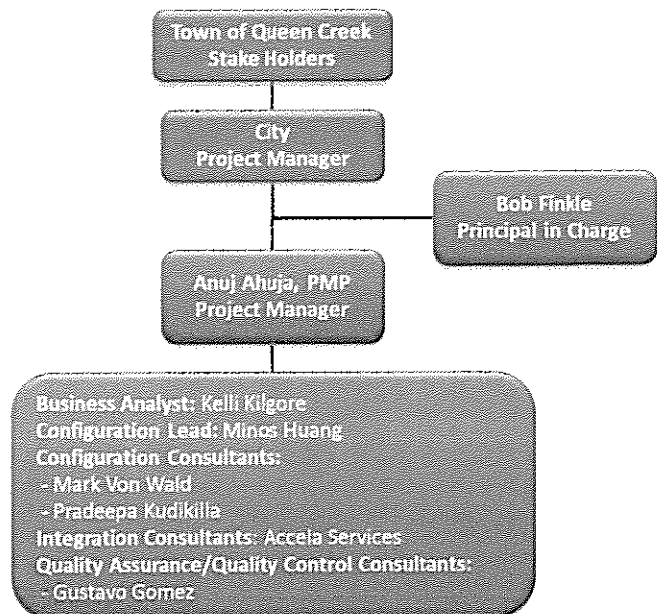
Once approved the payment gateway receives the confirmation data from Govolution and the payment gateway posts that data directly to the Accela Automation database for the customer and the customer's specific permit or license case, showing that the license or permit has been paid with the payment amount.

Customer Success

Both Accela and Govolution are integrated with County's accounting system for the payment reconciliation on daily basis.

9.4 PERSONNEL

The following provides summary information for each of TechGlobal's key Project Team Members, with an identification of the team member's responsibility, their subject matter expertise and the percent they will expend on the project.



Mr. Bob Finkle – Principal in Charge

Duration of Assignment: All stages with a focus on client relations and expectation fulfillment.

Mr. Finkle is a skilled Project Manager, Executive and Senior Consultant with over 40 utility, environmental and government clients. He has served as senior Program Manager, Project Manager and Executive Consultant responsible for the planning, design and implementation of enterprise-wide information systems. Mr. Finkle has performed business process analysis and prepared strategic plans that lay the foundation for major IT upgrades, investments and expansions. He has successfully managed multi-year IT projects involving diverse consulting teams, sub-contractors, and vendors, bringing his projects to successful conclusions within budget and on schedule. His project experience includes managing custom programming projects, the implementation of Accela automation and other commercial off-the-shelf software, the management of major records conversion projects, and the design and facilitation of information management governance.

Mr. Anuj Ajuha – Project Manager

Duration of Assignment: All stages for entire project.

Mr. Ajuha is a highly experienced, PMP certified Project Manager with a strong record of accomplishment of technically managing large teams through the successful, enterprise implementations. He has over 11 years of experience in the planning, design and implementation of enterprise information technology and extensive experience implementing enterprise-wide systems for federal, state and local government. On all of his projects, Mr. Ajuha brings a keen focus on process improvement by introducing best practices from ITIL, Lean Six Sigma, PMBoK and Agile Development.

Mr. Tian (Mino) Huang – Configuration Lead

Duration of Assignment: All phases of project with emphasis configuration and delivery.

Mr. Huang is highly experienced using **Accela** Automation, the Accela database, and performing data mining in support of Accela Automation configuration. Mr. Huang has direct experience working with the **Accela** Automation software development team designing and developing **Accela** Automation government solutions. He has substantial knowledge of the **Accela** product line, including Accela Vantage 360, Citizen Access, and **Accela** GIS (AGIS). He has detailed working knowledge of **Accela** interface languages including GovXML, EMSE, and the Accela RESTful API. Mr. Huang has in-depth business domain knowledge of **Accela** Land Management, Licensing, Case Management and Asset Management.

Ms. Kelli Kilgore – Business Analyst

Duration of Assignment: All phases of project with emphasis on requirements and fit analysis.

Kelli Kilgore has over 12 years of experience in information technology, over half of which has been spent supporting the City of Virginia Beach's Accela Code Enforcement database. She has served as a Business Application Specialist for the City of Virginia Beach Department of Housing and Neighborhood Preservation, and as the Accela Administrator for the Code Enforcement division. She was responsible for the implementation, configuration and maintenance of the software. Ms.

Kilgore has taken the division from legacy database structure into the Accela framework. Her experience incorporates a myriad of projects and tasks such as GIS mapping and analysis, IT help desk support, software and hardware selection and implementation, and SharePoint management. Ms. Kilgore possesses the ability to successfully analyze an organization's critical support requirements, identify deficiencies and potential opportunities, and develop innovative solutions for increasing reliability and improving productivity.

Mr. Mark Von Wald – Configuration Expert

Duration of Assignment: Configuration and training.

Mr. Von Wald is an **Accela** Automation configuration and implementation expert and has significant subject matter expertise in permitting and licensing work functions. Mr. Von Wald has more than twenty (20) years of experience as an Information Technology professional in Business Administration and Information Systems management and development.

Accela implementations that Mr. Von Wald has performed configuration and implementation services include the following multi-year, enterprise implementations:

- Land Development Management, Building Permits, Inspections, Code Enforcement, Animal control, and Animal Licensing for Baltimore County
- Permitting, Licensing, Inspections, Code Enforcements, Animal Control, and Animal Licenses for Department of Inspections, Licenses and Permits, Howard County, Maryland
- Building Permits, Inspections, and Code Enforcement of D.C. Department of Consumer and Regulatory Affairs (DCRA)
- Land Management, Building Permits, Inspections, and Code Enforcement for City of Pittsburgh, PA
- Alcohol Beverage Licenses and Inspections for D.C.'s Alcohol Beverage Regulatory Administration (ABRA)
- U.S. Treasury Department's Alcohol and Tobacco Tax and Trade Bureau (TTB)

Ms. Pradeepa Kudikilla – Software Engineer

Duration of Assignment: Entire project with emphasis on Design, Build, UAT and Deployment.

Ms. Kudikilla is an expert **Accela** Automation implementer and programmer with over 9 years IT experience. She has served as the software engineer on a large number of major information technology projects, including the implementation of Accela for:

- U.S. Treasury Department's Alcohol and Tobacco Tax and Trade Bureau
- Baltimore County Permitting, Approvals and Inspections
- D.C. Department of Consumer and Regulatory Affairs
- D.C.'s Alcoholic Beverage Regulation Administration

Ms. Kudikilla has an intimate understanding of the permitting and licensing work functions performed by DPS. Ms. Kudikilla has worked with the District Columbia Government to plan, design and build highly effective permitting, inspection, and enforcement related databases and

applications using Accela COTs solutions. She is experienced in **Accela Automation (AA)** and **Accela Citizen Access (ACA)** configuration, **Accela event scripting (EDMS)**, **Accela report** configuration and report development using 3rd party reporting tools such as Crystal Report, Oracle Report, Microsoft SQL Report, etc. She is skilled in resolving complex scripting issues. Ms. Kudikilla is also expert at developing test plans and supervising the QA/QC specialists performing quality control testing.

Mr. Gustavo Gomez – Quality Control Consultant

Duration of Assignment: Entire project with emphasis Configuration and Data Conversion.

Mr. Gomez is a detail focused, results oriented, IT professional with experience and training in all phases of the Software Development Life Cycle (SDLC), with the most concentration within Programming Development (J2EE) and Quality Assurance. He is organized, dedicated and a self-directed team member with strong communication and leadership skills. He possesses the aptitude to add value on all tasks at hand. Mr. Gomez displays capacity for developing and applying business and IT skills to all projects and tasks. He has hands on experience with Accela Automation, Accela Citizen Access, Accela event scripting, and Accela Mobile Apps.

10 DISCLOSURES

TechGlobal, Inc. has no professional or personal financial interest that could pose a possible conflict of interest in providing products and services to the Town of Queen Creek, Arizona.

11 REFERENCES

Baltimore County Office of Information Technology

Point of Contact Ken Kinsey, Software Application Manager
Contact Information 400 Washington Avenue
Baltimore County, MD 21204
Phone #: 410-887-8501
E-mail: kinsey@baltimorecountymd.gov

Department of Inspection, Licenses and Permits, Howard County, Maryland

Point of Contact Robert J. Frances, Director
Contact Information George Howard Building
3430 Court House Drive
Ellicott City, MD 21043
Phone #: (410) 313-2433
E-mail: bfrances@howardcountymd.gov

Alcohol and Tobacco Tax and Trade Bureau, U.S. Treasury Department

Point of Contact Vivian M. Hunsley, COTR,
Assistant CIO – Application Development

Contact Information Alcohol and Tobacco Tax and Trade Bureau
1310 G Street, NW., Box 12
Washington, DC 20005

Phone #: (202) 453-2161

E-mail: vivian.hunsley@ttb.gov

12 MAINTENANCE

TechGlobal and Accela provide post implementation support to its customers post go-live on agreed terms and condition.

- TechGlobal will be the first point of contact for the town for any issues. On the basis of initial diagnosis the TechGlobal support specialist may request the route the request to Accela CRC (Customer Resource Center)
- TechGlobal will provide support to the Town during the normal business hours of 7AM to 6PM Arizona time.
- Besides the support provided by TechGlobal and Accela the Town will have access to Accela Community. This community is a user group of Accela users where the users discuss their problems, provide ideas and understand their experience
- Accela CRC is available Monday through Friday from 4:00 AM to 6:00 PM Pacific Time (excluding observed holidays).
- Detailed user manuals and reference guides are provided to clients for both technical and non-technical information about Accela products
- The CRC can provide on-line, real-time assistance via WebEx.
- Accela’s product management team will keep you apprised of all product related updates via email regarding: product releases, patch releases, hot fixes and downtime information

A typical support structure is based on ITIL best practices. The tickets are classified in three severity groups. The acknowledgement and response time for each of the severity level is provided below:

Severity Level	Issue Description	Acknowledge-ment Time	Response Time
1	Critical Outages: These are tickets when one or more components of the system are subject to unplanned outage. This results in shutdown of the business function. This includes situations like data	15 minutes	15 minutes

	corruption, security breached, server hangs and other hardware issues.		
2	Urgent performance issues: One or more components of the System is not functioning in a manner that allows users to operate the applications in a timely manner, impacting normal aspects of business operations or user productivity. Example: Application release impacts fee processing for one or more customers	15 minutes	1 to 4 business days
3	Functionality Issues: One or business functions of the System are not functioning in accordance with the specifications for that component but most operations continues. A known workaround exists and Accela is able to implement the workaround without service interruption to System users.	1 hour	Within 10 business days

13 PRICE

TechGlobal provides it's pricing for the project on the next two pages.

PRICE PAGE

1. Software (include vendor and version numbers, if applicable)		
a. Operating System Software	\$0.00	(hosted: not required)
b. Database Software	\$0.00	(hosted: not required)
c. Application Software – Civic Cloud Land Management Solution 7.3 for 15 Users with IVR,	\$83,578.50	
a. Application Software – Adobe Pro X	\$3,000.00	(Town has option for independent purchase)
2. Other One-Time Expenses		
a. Estimated Customization (Configuration) Expense	\$144,624.00	
b. Project Management/Consulting	\$25,800.00	
c. Conversion	\$23,300.00	
d. User Training	\$11,200.00	
e. System Administration Training	\$1,920.00	
f. User Manuals (Accela User Guide + System Admin. Guide downloadable PDF)	\$0.00	
g. Other – MUNIS Integration by Accela *	\$36,900.00	
h. Other – Travel Expense (estimate; will be actual + 10%)	\$4,542.00	
TOTAL INITIAL (Year 1) PRICES		\$334,864.50
3. Annual recurring expenses		
a. Operating System Software Support	\$0.00	(hosted: not required)
b. Application Software Support – Civic Cloud Land Management Solution for 15 Users	\$16,932.00	
c. Other Annual Recurring Expenses – Accela IVR	\$11,323.50	
TOTAL ANNUAL RECURRING EXPENSES		\$33,583.50
TOTAL PRICE (for Year 1 and Year 2 is \$365,688)		

Please Note: Sales or User Tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

PROMPT PAYMENT DISCOUNT: None

* The following services estimate reflects information generally known to Accela, supplied to Accela by TechGlobal as part of the RFP process, and based on Accela's interpretation of the work to be performed. This is just an estimate at this point. Further information gathered through detailed investigation and configuration analysis by Accela will be required before an actual pricing and a final Statement of Work and pricing can be mutually agreed upon.



RFP Subscription and Pricing Proposal

Prepared for: TechGlobal
 End User Client: Queen Creek
 Date: 11/25/2013
 Prepared by: Mitch Freitas
 Version: 1.0

Assumptions: 15 Total Users
 5 with Mobile Access
 up to 50k in population for citizen access

Subscription Pricing

Part #	Description	QTY	Unit Price	Extended
Licensing and Case Management				
SS10AAASSAS0001	Accela Automation - Subscription User	15	\$1,188.00	\$17,820.00
SS10AAMOSAS0001	Accela Mobile Add On - Subscription User	5	\$588.00	\$2,940.00
SS10AACAPOP0001	Accela Citizen Access - Subscription Population - up to 50k	50,000	\$0.03	\$1,500.00
TOTAL ANNUAL COST				\$22,260.00

Includes:

Standard and Ad Hoc reporting tool, Map Integration to Bing Maps or ArcGIS online, EDR, Support and Community Access, Mobile Capability for 5 users

Additional Notes:

Subscription Term is for the 12 month minimum term

Paid upfront upon signing of the order form

Pricing is valid until 3/31/2013

All Pricing quoted in US dollars

Options to purchase multiple subscription terms upfront in order to lock in pricing

The subscription service includes access to an Accela Automation production environment and one Accela Automation test environment.

Additional Terms and Conditions

Partner will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.

The pricing set forth herein reflects information generally known to Accela, supplied to Accela by client, and based on Accela's interpretation of the work to be performed. Further information gathered through detailed investigation and configuration analysis by Accela is required before a final Statement of Work and pricing can be mutually agreed upon.

If the Agency requires additional on-site assistance, a separate estimate will be provided.

These costs do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

Part #	Description	QTY	Unit Price	Extended
IVR Software				
LC10AIVRP000602	Accela IVR Server Software, Hosted	1	\$49,995.00	\$49,995.00
TOTAL SOFTWARE COST				\$49,995.00
Ongoing Maintenance and Hosting Fees				
MI100IVRM120602	IVR Server Maintenance	1	\$9,999.00	\$9,999.00
MS10AIVR0000602	IVR Hosting Services Fee - based on agency population	26,490	\$0.05	\$1,324.50
ONGOING ANNUAL COSTS				\$11,323.50
TOTAL YEAR ONE COSTS				\$61,318.50




16 PROJECT TIME SCHEDULE

Exhibit 26 on the following page provides a high-level schedule for the implementation of the Town's Land Development, Electronic Plan Review, & Permitting System.

Exhibit 26: Proposed Schedule for Town of Queen Creek Land Development, Electronic Plan Review, & Permitting System Project

	M1	M2	M3	M4	M5	M6	M7	M8	M9
Task Description									
Project Management	[Project Management Bar]								
Initiation Stage (Kick-off, Project Plan)	[Initiation Stage]								
To-Be Analysis Stage (Analysis, Design)		[To-Be Analysis Stage]							
Solution Foundation Stage (System Configuration)			[Solution Foundation Stage]						
Build Stage (Reports, Data Conversion, Integration)					[Build Stage]				
Readiness Stage (UAT, Training)								[Readiness Stage]	
Deploy State									[Deploy State]

Legend

-  Project Management
-  Delivery Tasks
-  Queen Creek Review

17 APPENDIX A

In the Civic Cloud, hosted environment only the workstation and mobile client sections in the table below are applicable.

Accela Component	Supported Hardware Requirements	Supported Software Requirements
Accela Automation	Pentium Dual Core Processor or better, 3 GHz	O/S: Windows 7; Windows Vista SP2; Windows XP SP3 (32 bit or 64 bit)
User Workstations	IBM Compatible PC 1+ GB RAM or more Adobe Acrobat Reader 9 to support Electronic Document Multicore Intel Processor (single or multisoocket) – if	Internet Explorer 8 or 9 Adobe Acrobat Reader 9 to support Electronic Document Review feature O/S: Microsoft Windows Server 2008 or 2003 (64 bit recommended)
Web Server	8GB RAM (assumes Accela Automation Web Server, Accela Automation Admin Web Server and OS RAM) RAID-1 (or better) storage with 8GB free space for Accela software 1Gbps NIC Additional servers for load balancing and high availability if needed	Railo (open source CFMX engine recommended as alternative to Adobe ColdFusion 7.x Enterprise Edition) O/S: Microsoft Windows Server 2008 or 2003 (64 bit recommended)
Application Server	8GB RAM (assumes Accela Business Application Server Service, Accela Index Service, and OS) RAID-10 storage with 20GB free space for Accela Services 1Gbps NIC	SSL Certificate (required for PCI compliance) Crystal Reports 11i and 2008 MS SQL Reporting Server 2005

Accela Component	Supported Hardware Requirements	Supported Software Requirements
<p>Database Server</p>	<p>RAID-10 Storage sufficient to hold historical data and new data (as many disk spindles as possible so that disk I/O is not a bottleneck). The minimum should be 8.</p> <p>Raid-10 storage for database log files sufficient to hold peak log file generation rate. Use as many disk spindles as possible to avoid I/O bottleneck.</p> <p>Multicore Intel Processor w/ large processor cache – preferably multi-socket 16GB RAM or more</p> <p>1Gbps Network Interface Card (teamed aggregates are recommended)</p>	<p>and 2008</p> <p>Microsoft SQL Server 2008 or 2005 SP3 (64 bit recommended)</p>
<p>Accela Citizen Access</p> <p>Web Server</p>	<p>Multicore Intel Processor (single or multisoocket) – if Virtualized, 2vCPUs</p> <p>6GB RAM (assumes Accela Citizen Access and OS RAM)</p> <p>RAID-1 (or better) storage with 8GB free space for Accela software</p> <p>1Gbps NIC</p> <p>Additional servers for load balancing and high availability if needed</p>	<p>O/S: Microsoft Windows Server 2008 or 2003 (64 bit recommended)</p> <p>Supported browsers include:</p> <ul style="list-style-type: none"> ▪ Internet Explorer 8 or 9 ▪ Firefox 13 ▪ Safari 5 ▪ Google Chrome 19 <p>Microsoft Internet Information Server (IIS) 7.x or 6.x (Application Server)</p> <p>Microsoft .NET Framework 4.0 (Application Server)</p> <p>SSL Certificate (required for PCI compliance) (Application Server)</p>
<p>Accela Mobile</p> <p>Mobile Client</p>	<p>A7 chip with 64-bit architecture</p> <p>2 to 4 GB RAM or more</p> <p>40 GB HD</p>	<p>iOS</p> <p>Crystal Reports 11i and 2008</p> <p>MS SQL Reporting Server 2005 and 2008</p>

Accela Component	Supported Hardware Requirements	Supported Software Requirements
Mobile Server	<p>Wireless Card (not necessary if Mobile Client use is purely offline/store and forward mode) Devices tested and recommended:</p> <ul style="list-style-type: none"> ▪ iOS-based devices (iPad, iPhone) ▪ Motion Computing J350 ▪ Motion Computing F5v ▪ Panasonic Toughbook CF-19 and H1 ▪ Dell E6400 XFR ▪ Asus Eee Slate EP121 <p>Multicore Intel Processor (single or multisoocket) – if Virtualized, 2vCPUs 6GB RAM (assumes Accela Mobile and OS RAM) RAID-1 (or better) storage with 10GB free space for Accela software 1Gbps NIC 6GB RAM (assumes Accela IVR and OS RAM) RAID-1 (or better) storage with 20GB free space for Accela software and cached Maps 1Gbps NIC Additional servers for load balancing and high availability if needed</p>	<p>O/S: Windows Server 2008 or 2003 (64 bit recommended) Microsoft SQL Server 2008 or 2005 SP3 (64 bit recommended) SSL Certificate (required for PCI compliance) Microsoft Internet Information Server (IIS) 7.x or 6.x Microsoft .NET Framework 4.0 Secure VPN DTMF (Dual Tone Multi Frequency) Touch Tone and voice input Voxeo Prophecy Server 10</p>

18 APPENDIX B

18.1 CORPORATE SUMMARY

TechGlobal, Inc. is a minority and woman owned business founded in Maryland by Ms. Minna Li in May of 2005. We have a proven track record of delivering highly successful enterprise information technology (IT) services to our local, state and federal clients.

TechGlobal has industry leading expertise in the design, implementation, acceptance testing and training of enterprise solutions based on custom application development or the configuration and customization of best-of-breed commercial off-the-shelf (COTS) software. Our Enterprise IT Solutions practice includes implementing case management (licensing-permitting-certification) software, asset management software and document management software.



Our company has gained an enduring reputation of excellence and client satisfaction because of our ability to consistently deliver high quality results when implementing large enterprise information systems. We were recently honored by the US Department of Treasury as the Small Business Prime Contractor of the Year for our work on their Permits Online project. Our core values are expressed through our dedication to customer service, rapid response and flawless execution – a commitment to our clients that we believe distinguishes TechGlobal.

18.2 LOCATION

TechGlobal is headquartered at 15850 Crabbs Brach Way Suite 160 Rockville 20855

18.3 EXPERIENCE

In each of TechGlobal's client engagements the success of our initial work has resulted in long term relationships and many follow-on contracts for service, providing direct testimony of our ability to consistently exceed our client's expectations.

Through TechGlobal's experience managing multi-year contracts we have a strong appreciation of the importance of comprehensive and tightly controlled Program Management. The approach TechGlobal uses to manage projects and deliver service to our clients relies on the two core values of communication and successfully managing detail. We combine rigorous Project Management, with comprehensive quality control and assurance processes to consistently deliver successful outcomes.

TechGlobal incorporates into all of our projects a Quality Control program that assists our managers and employees in maintaining control over the quality of their products while working in close coordination with the client. From a Program Management point of view, we adhere to our Quality Assurance/Quality Control process. Our QA/QC process focuses on each essential stage in the delivery cycle: in-process development, pre-delivery and post-delivery. Using our methods and tool we are able to ensure high quality outcomes are consistently generated throughout our projects.

TechGlobal is experienced in managing subcontractors in the technology and business support field and has successfully managed the work of 16 subcontractors, including small and large businesses across 32 prime contracts and sub contracts. In order to do this, we establish a productive working relationship with our subcontractors and consultants, returning to the companies that provide excellent, responsive, and cost-effective service to our customers. In return, our subcontractors enjoy a stable and productive relationship, prompt payment, and growth. By explicitly stating requirements, schedules, and performance needs, we:

- Develop accurate written specifications;
- Develop and implement metrics tied to standards and schedules;
- Maintain surveillance of products, staffing, customer satisfaction and reporting;
- Require prompt billing, and double check invoices.

We ensure that individuals' time is tracked exactly, to the granularity required by the program, so we can keep the customer apprised of how much resources have been spent at any given point. We utilize project controls that assign charge codes for specific activities; employees are instructed to strictly adhere to timekeeping standards. Our systematic oversight means the government customer sees the team's efforts fully and seamlessly integrated throughout the contracts overall service provision.

18.4 CORE COMPETENCIES & SERVICES

TechGlobal has an excellent track record of providing leading IT expertise with exceptional quality that consistently meets and routinely exceeds the expectations of our clients. We can make this claim with confidence because of the accolades and extremely high rates of follow-on business we receive from our clients.

TechGlobal is a mature small business company led by seasoned, highly experienced IT professionals. As illustrated in the experience write-ups under the Past Performance section, TechGlobal has proven experience across all of the following service and expertise domains:

- In multiple large-scale engagements we have provided the full range of IT engineering services from system planning, concept architecture and requirements analysis through to system design, integration, implementation, deployment and post-delivery system support.
- Our IT teams have both led and technically delivered complex solutions that involve all phases of custom software planning, design, programming, database development, quality control, acceptance testing, deployment, technical and end-user documentation, training and on-going software maintenance.
- We have worked with a wide range of commercial off-the-shelf software (COTS) products, assisting our clients select best-of-breed software packages and then performing the full life-cycle of installation – configuration – customization – records conversion – testing – documentation – training – deployment – maintenance and support. COTS software implementation that we specialize in includes:
 - ✓ Permitting, licensing, and case management
 - ✓ Asset management
 - ✓ Document management
 - ✓ Data management, warehousing and business intelligence
- We have provided a full range of operations and maintenance services and solutions for our clients, including comprehensive IT hardware and network planning design, installation, configuration, maintenance and administration; network and security operations; email, voice,

video services; wiring and cabling; Help Desk and field support. We have provided fully managed services as well as delivering upgrade, maintenance and support services for individual pieces of hardware and software.



A Minority and Woman-Owned Small Business

15850 Crabbs Branch Way
Suite 160
Rockville, Maryland 20855

December 23, 2013

Ms. Candace Vis, CPPPB
Purchasing Associate
Town of Queen Creek
Municipal Services Building
22358 S. Ellsworth Road
Queen Creek, AZ 85142

Subject: Best and Final Offer

Dear Ms. Vis:

Thank you for your letter requesting a Best and Final Offer for our proposal response to the City's RFP 14-006, Land Development, Electronic Plan Review, and Permitting System.

In the original preparation of our bid we worked hard to structure an approach and scope of work that was highly cost effective. We have reviewed our proposal and bid and do not find any areas where we can reduce our offered price, so our Best and Final Offer is the bid submitted with our proposal. We do invite the opportunity of entering into negotiations with the Town with the objective of mutually determining if there are scope modifications satisfactory to the Town and TechGlobal that would allow us to reduce the contract budget.

We want to thank you again for the opportunity to submit our proposal and to conduct a demonstration of the capabilities of the Accela Automation software to support the City's Land Development, Electronic Plan Review, and Permitting System. If you have any questions or need additional information, please let either Bob Finkle (rfinkle@techglobalinc.com; 520-609-3130) or myself know (mli@techglobalinc.com; 301-658-2060).

Best regards,

Minna Li
President/Owner



Requesting Department:

Development Services

TAB I

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

**FROM: TROY WHITE, PUBLIC WORKS DIVISION MANAGER
ADAM ROBINSON, RECREATION SUPERINTENDENT**

**RE: DISCUSSION AND POSSIBLE APPROVAL OF ADDING
ENHANCED FEATURES TO THE DOG PARK AND SPLASH
PAD IN TOWN CENTER IN AN AMOUNT NOT TO EXCEED
\$102,000.**

DATE: MARCH 5, 2014

Staff Recommendation:

Staff recommends approval of adding enhanced features to the dog park and splash pad in an amount not to exceed \$102,000.

Relevant Council Goal(s):

KRA 1: Capital Improvement Program; KRA 4: Environment

Proposed Motion:

Motion to approve adding enhanced features to the dog park and splash pad in an amount not to exceed \$102,000.

Discussion:

In 2013 the Town Council approved funds to build a temporary dog park west of Founders Park just south of Town Hall. Additionally, Council approved a splash pad to be located at Founders Park along the Ellsworth Road frontage.

Direction from council was to construct a low cost 'temporary' dog park. Various locations were analyzed for the dog park including the Sossaman/Cloud undeveloped park site where the Five Park Master Plan identifies a future permanent dog park. Council opted to select the site south of Town Hall in order to meet the original goal of providing this temporary amenity at low cost. This site was recommended because of existing parking and access to electricity and water utilities; thereby, keeping the cost to a minimum.

Additionally, to provide the dog park at low cost, staff recommended a chain link fence for the park. However, as the project progressed, and the project information released, staff received feedback from residents and local business owners regarding the use of chain link fence in the Town Center area and in proximity to Town Hall and Founders Park. Although the Town Code requiring decorative fencing does not apply to the dog park property, the concern over chain link fence in the Town Center area is reasonable. Additional concerns were noted in regards to the light poles not matching the enhanced pedestrian lights at Founders Park or at least the shoebox poles around Town Hall parking areas.

Therefore, at this time staff is recommending an upgrade to wrought iron fencing in place of chain link fencing at the dog park as well as the splash pad. In addition, staff is recommending the standard light poles be upgraded to match the shoebox light poles found around Town Hall parking areas.

The wrought iron fencing for the dog park would cost an additional \$42,000 to the project budget and an additional \$25,000 to the splash pad. The shoebox light poles would cost an additional \$35,000 to the dog park budget.

The total cost for the staff recommendation for the enhanced features to both the dog park and splash pad is \$102,000.

Fiscal Impact:

Funds were not allocated in the FY14 budget for the enhanced features at the dog park and splash pad. It is being recommended that FY13 General Fund surplus be used to fund the enhanced features.

Alternatives:

Alternative 1: In lieu of the staff recommendation of wrought iron fence Council could choose to use Contempo fencing for both the dog park and splash pad. The shoebox light poles are still included in this option but could be removed should Council so choose.

Cost: This alternative adds \$74,000 to the original budget

Alternative 2: Build the dog park and splash pad as originally planned with chain link fence and standard light poles.

Cost: There is no additional cost associated with this option.

Alternative 3: In lieu of the recommended shoebox lighting, Council could choose to add enhanced pedestrian lights (see attached) for an additional \$57,000 to the original project budget.

Attachments:

1. Fence and Light Pole Photos

Attachment 1
Fence and Light Pole Photos

Chain Link Fence (budgeted)

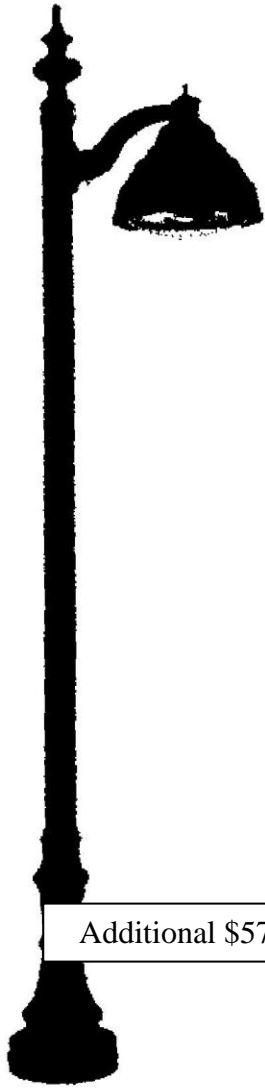


Wrought Iron Fence (staff recommendation)



Design Master Fence (Alternative 1)





Additional \$57,000

Enhanced Pedestrian Light Poles



Additional \$35,000

Shoebox Light Poles (staff recommendation)



Requesting Department:

Management Services

TAB J

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: PATRICK FLYNN, ASSISTANT TOWN MANAGER & CFO

FROM: ADAM ROBINSON, RECREATION SUPERINTENDENT

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A
CONTRACT IN THE AMOUNT NOT TO EXCEED \$115,000 WITH
SPLASH ZONE, LLC TO BUILD A SPLASH PAD PLAY PARK
AT FOUNDERS PARK**

DATE: MARCH 5, 2014

Staff Recommendation:

Staff recommends approval of a contract in the amount not to exceed \$115,000 with Splash Zone, LLC to build a splash pad play park at Founders Park.

Relevant Council Goal(s):

2013-2018 Corporate Strategic Plan, KRA 4: Environment

Goal 3: Create a welcoming environment in our parks and trails by ensuring they are safe, environmentally friendly, and well maintained. Based on adopted levels of service.

Proposed Motion:

Motion to approve a professional services contract in the amount not to exceed \$115,000 with Splash Zone, LLC to build a splash pad play park at Founders Park.

Discussion:

Council approved a budget supplemental totaling \$136,220 for the FY13-14 budget year. The total cost includes funds to build the splash pad feature, utility work onsite by Town staff/contract, and ongoing operational costs.

In response to Council's direction, a Request for Qualifications was done, and Splash Zone, LLC was chosen as the preferred contractor for this project. Because the owners and some of their employees live in Queen Creek, they've chosen Founders Park as a location to build a showpiece amenity that their own children will be using for years to come.

A copy of the proposed Contract, Scope of Services, and the proposal submitted by Splash Zone, LLC is attached.

Fiscal Impact:

If approved, this project will be utilizing funds that have already been approved in the fiscal 13/14 budget.

Alternatives:

1. Council could choose not to approve the contract, and direct staff to look into additional options. This may lead to receiving a significant reduction in the size and scope of the amenity.

Attachments:

- A. Contract, Scope of Services and the proposal submitted by Splash Zone, LLC (one document)

**TOWN OF QUEEN CREEK, ARIZONA
CONTRACT FOR SPLASH PAD AT FOUNDERS' PARK, RFQ 14-002**

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of _____, 2014 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Splash Zone, LLC, an Arizona company ("Vendor" or "Contractor") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFQ No. 14-002. The Town and the Vendor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The Request For Qualifications for Splash Pad at Founders' Park ("RFQ 14-002"), including, Instructions to Vendor, Standard Terms and Conditions, Special Terms and Conditions, Scope of Services/Work, Proposal Format and Required Responses, Exhibit A Insurance Requirements, Exhibit B Project Location, Offer Sheet, and Solicitation Amendment No. 1;
 - C. The response submitted by Splash Zone, LLC, only to the extent it is consistent with the terms of the RFQ 14-002 (Exhibit B);
 - D. The Splash Pad Design proposal (Exhibit C).
2. **SCOPE OF SERVICES/WORK:** The Vendor shall provide the Town the services described in the attached scope of services/work set forth in Exhibit A.
3. **CONTRACT PRICING:** Contract pricing is listed in Exhibit A.
4. **TERM OF CONTRACT:** The term of the Contract is one (1) year, commencing on _____, 2014 and terminating on _____, 2015 unless sooner terminated in accordance with the provisions set forth in the contract documents.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Attorney for the Town

Splash Zone, LLC, an Arizona company

Date: _____

By: _____

Its: _____

AMENDED SCOPE OF SERVICES

1. Background: Founders' Park is located directly across the street from Town Hall in the heart of Queen Creek. As a means to carry out the Town's vision of being a unique place for families and businesses, the Town desires to design, construct, and install a community splash pad.

2. Required Services:

The Town of Queen Creek is requesting Statements of Qualifications from firms relating to the design, construction, and installation of an ADA compliant community splash pad of a minimum of 1500 square feet in Founder's Park, located within the Town Center as depicted in Exhibit B.

The Town intends to enter into an agreement with the most qualified firm demonstrating knowledge, experience, and skills for a community splash pad.

Those firms that submit SOQs that best fit the intent of what the Town envisions for the splash pad will be short listed and interviewed by a selection committee, prior to the Town making a final recommendation on a preferred firm.

Upon selection and approval of a preferred firm, the Town and selected firm must enter into an agreement satisfactory to the Town within Thirty (30) days from the date in which an award is granted or this offering shall be withdrawn. If the Town and selected firm fail to reach an agreement within the Thirty (30) day negotiation period, the Town shall have the exclusive right to extend the time frame or the Town reserves the right to go to the next most qualified firm or reject all SOQs.

3. Required Qualifications:

The following are required qualifications for firms:

- a. Experience completing the design, construction, and installation of similar projects with similar budgets (\$105,000).
- b. Experience working with government agencies on similar projects.
- c. Recent experience (with the past 3 years) on similar projects.

4. Required Services:

a. Design Services:

- i. Site analysis shall be conducted to clearly determine potential conflicts or constraints.

- ii. Proposed design must be ADA compliant and meet all other applicable codes or regulations.
- iii. All work shall be designed by a company registered in the state of Arizona.
- iv. A map of the site including topographic contours, geotechnical surveys, and existing utilities (water, sewer, electrical) will be supplied to the successful vendor.
- v. Any required upgrades or modifications to utilities after analysis shall be the responsibility of the successful vendor.
- vi. Facility shall be cost effective with regard to operation. It should minimize staffing requirements and water usage while maximizing energy conservation.

b. Construction and Installation Services:

- i. Stamped Plans showing structural calculations, and technical specifications shall be provided for permitting and to demonstrate conformance with ADA requirements and all other applicable codes and regulations.
- ii. Preliminary schedules for project design and construction shall be agreed upon by the Town and the successful vendor. Notice to proceed will be provided by the Town.
- iii. Required inspections shall be coordinated by the successful vendor.
- iv. Provision of labor, material, and equipment as needed throughout the duration of the project shall be the responsibility of the successful vendor.
- v. Vendor shall ensure satisfactory level of supervision of the site at all times throughout the duration of the project.
- vi. There shall be temporary fencing to protect the site during the construction and installation phases.
- vii. Progress meetings shall be conducted between the successful vendor and the Contract Administrator and/or other designated Town staff.
- viii. Vendor shall conduct a verification of all underground utilities

- ix. Complete construction and installation of the agreed upon design of the splash pad.
- x. It is the responsibility of the successful vendor to ensure proper clean-up of the surrounding areas is required throughout the project. For example, sweeping of dust, disposing properly of trash or discarded materials, etc.
- xi. Project close out will be required upon completion of the project.

5. Minimum Project Specifications:

- a. 1500 sq. ft. concrete slab with minimum 4" thickness and proper slope for drainage and 4,000 psi brushed concrete (per MAG specifications)
- b. Splash pad ground sensor activator with programmable time intervals for ground spray features, override timer for park hours and additional timer for recirculation system.
- c. 15 ground spray nozzles with varying spray patterns and minimum of 3 above ground features with the ability to remove/interchange. Must also have a minimum of 8 extra footings with sprayer nozzles for interchangeable above ground features.
- d. The splash pad must utilize a recirculation, treated water system with a dedicated recirculation pump that exceeds a 30 minute turnover rate or per Maricopa County code requirements. Proper sanitation equipment must meet Maricopa County health code requirements for a recirculating splash pad system.
- e. Underground cistern must be properly sized and include an auto water fill.
- f. Block pump house/equipment room enclosure to be installed by vendor. Must aesthetically match the existing buildings from the surrounding area.
- g. Above ground features should be made of stainless steel and/or sturdy, durable material. All splash pad features shall automatically shut off after a specified period of time.
- h. All plumbing valves, pumps, recirculating equipment, etc. shall be of commercial grade.
- i. Time controls that allow for the overall operation of the system during specific time periods such as park hours.

- j. Border fence around the perimeter of the splash pad that meets Maricopa County standards.
 - k. Include a 5' wide sidewalk from existing walkways (90' total) that are ADA compliant.
 - l. **Safety and craftsmanship:** All accessible edges shall be machined to a rounded finish. All welds shall be water tight, buffed smooth, or polished finished. Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments, or protrusion hazards.
 - m. At the site, the play products and associated equipment must be properly stored in safe areas, out of the way of traffic until the actual time of installation. If required, safety barricades or other like precautions must be taken for the protection of the public.
 - n. After installation, Contractor and/or General Manager shall provide the owner with adequate training on facility operations and maintenance.
- 6. Warranty:** All materials and any other items incorporated into the Work/Project shall be new, and all Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans, specifications, schedules, Contract Documents and all other terms and conditions of the Contract. Within 14 days of the completion of the Work (or such earlier time as requested by Town), Contractor shall execute and deliver to Town all warranties regarding the Work required by the Project plans and specifications. These warranties shall be in a form and content satisfactory to Town, the Project owner (if different than Town), Town's lender(s), if any, and any other person reasonably requested by Town, or Town's lender(s). In the absence of any requirement for warranties in the Project specifications, Contractor hereby warrants that the Work shall be free of any defects in quality or workmanship for a period of 2 years after the date of completion and acceptance of the Project by Town.
- 7. MAG Specifications:** The Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, current edition ("MAG Specifications"), Maricopa Association of Governments, Standard Details for Public Works Construction, current edition ("MAG Details"), have been adopted by Town and shall apply to the Work, to the extent applicable. In addition, to the extent Town has adopted its own Town Specifications and/or Supplements and/or Modifications to the MAG Specifications or MAG Details (collectively the "Town Specifications"), those Town Specifications shall apply to the Work when and where appropriate and the Contractor shall fully comply therewith. Any questions or concerns about the applicability of any specific MAG or Town Specifications or MAG Details to the Work shall be directed in writing to the Town Engineer and Project Engineer.

- 8. Coordination:** Contractor shall be responsible for coordinating the Services, and all designs, drawings and/or specifications developed in relation thereto, with the Town Engineering Department and other departments or agencies within the Town, other design professionals and other contractors involved in the Project, as well as the other designs, drawings and/or specifications for the Project. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.
- 9. Quality/Special Features:** Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiar itself with the special and/or unique qualities and/or requirements of the Project and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.
- 10. Information Provided by the Town:** The Town shall provide to Contractor information regarding requirements for the Project including relevant budget information, project schedules, identities of Project participants, and related designs, drawings, and specifications. Contractor shall promptly notify the Town, in writing, of any information that Contractor believes is missing, unclear or insufficient for the successful completion of the Project and the Services.
- 11. License and Use of Documents:** Upon execution of the Contract, the Contractor and all design professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Agreement ("the Instruments of Service"), for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of project at other locations, by the Town and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other design professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its design professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project. Upon completion of the Project and/or termination of the Agreement for any reason, Contractor shall deliver to the Town full sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and

specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the Town in relation to the Contract and the Project, and Contractor shall not utilize any such material in relation to any other work or project.

12. Permitting: All permits pertaining to this project and any associated fees are the responsibility of the successful vendor.

13. Utilities: The Town will provide access to utilities (electric, water, sewer, etc.) up to the project location.

14. Project Location: The location of the splash pad will be at Founders' Park at 22407 S. Ellsworth Rd, Queen Creek, Arizona 85142. Exhibit B shows a map of the area proposed for the splash pad.



Splash Zone[®] LLC

EXHIBIT B -
Vendor's Response

Splash pads... It's all we do!

Date: January 23, 2014

ORIGINAL

SOQ PACKET FOR:

SPLASH PAD AT FOUNDERS' PARK, QUEEN CREEK, AZ

TOWN OF QUEEN CREEK
MUNICIPAL SERVICES BUILDING
22358 S ELLSWORTH ROAD
QUEEN CREEK, AZ 85142

480-358-3000

RESPONDENT: SPLASH ZONE, LLC
7319 S ATWOOD, STE 103
MESA, AZ 85212
O. 800-985-3031
C. 480-241-5353
E. BIDS@SPLASHZONE.COM

SIGNATURE

SPLASH ZONE, LLC
7319 S ATWOOD, STE 103
MESA, AZ 85212
P. 800-985-3031
F. 866-869-3942



Splash Zone[®], LLC

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9. Partial Listing of Similar Projects / References
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11. Proof of Workers Comp Insurance
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SPLASH ZONE, LLC
7319 S ATWOOD, STE 103
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P. 800-985-3031
F. 866-869-3942

OFFER SHEET

MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Queen Creek: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Brett Ferguson
Authorized Signature (required)

Brett Ferguson
Printed Name

Member
Title

201442614-W
Arizona Transaction (Sales) Privilege Tax License Number

70-5301630
Federal Employer Identification Number

For clarification of this offer contact:
(If different from above)

Contact Name

E-mail Address

Telephone Number

SPLASH ZONE, LLC
Company Name

7319 S. ATWOOD, STE 103
Address

MESA, AZ 85212
City, State, Zip

800-985-3031
Telephone Number


866-869-3942
Fax Number

brett@splashzone.com
Company E-mail Address

- 16. Sample Contract Page shall be deleted from the solicitation.
- 17. All other terms, conditions and specifications remain the same.

Candace Vis
Purchasing Associate

Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.



SIGNATURE

1-22-14

DATE

Brett Ferguson / Member

NAME AND TITLE (please print)

SPLASH ZONE, LLC

COMPANY NAME

7319 S. ATWOOD, STE 103

ADDRESS

MESA AZ 85212

CITY STATE ZIP



Statement of Qualifications

A. EXPERIENCE COMPLETING THE DESIGN, CONSTRUCTION, AND INSTALLATION OF SIMILAR PROJECTS WITH SIMILAR BUDGETS:

Splash Zone / Rain Deck has experience with the installation of nearly 1500 splash pads across the United States. The crew that Splash Zone will be using to install the Queen Creek splash pad has personally installed over 400 splash pads.

Our slogan since we began business 10 years ago is "Splash pads... It's all we do!" Although we are experienced in doing hardscape and other items as they relate to an overall splash pad project, our core business is Splash Pads. We don't have another core business and dabble in splash pads when the opportunity presents itself. We simply design and build splash pad projects!

Because of our experience designing and installing splash pads, we have been featured in two of DIY's popular programs Yard Crashers and The Vanilla Ice Project.

See a partial listing of some of our recent project designs and installations at the end of this packet.

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Statement of Qualifications

B. THE QUALIFICATIONS, PROFESSIONAL CREDENTIALS, REFERENCES, AVAILABILITY AND ACCESSIBILITY OF THE FIRM'S TEAM WHO WILL ACTUALLY BE SERVICING THE TOWN:

Splash Zone is the only company in the state of Arizona that holds a specialty commercial contractors license for "water play features and splash pads" (ROC227061). We were able to acquire this license through a rigorous process due to our extensive experience designing and installing splash pads.

Our reference sheet is attached (Page 9).

Splash Zone is unique to the Town of Queen Creek in the sense that both the owners of the company live in Queen Creek. Because this is our home town and our families and friends will be using the splash pad, we want this project to be unique and make a statement. We plan on providing a minimum two year service agreement with our bid. In addition, Rain Deck (product manufacture) is offering the Town enrollment in the Rain Exchange program at no charge. Basically, this gives the Town the option to exchange an above ground feature for a new one each season to keep the splash pad new and exciting for the kids.

Both the owners and several employees will drive by the Founders Park splash pad daily which will allow us to easily service the splash as frequently as needed or requested. Also, our office and warehouse is located in the Gateway Business Airpark center at Pecos and Ellsworth only several minutes from where the splash pad will be located. This will allow us to quickly and easily address any service requests.

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Statement of Qualifications

C. EXPERIENCE OF RECENT PROJECTS WITH GOVERNMENT AGENCIES:

Splash Zone has designed and installed municipal splash pads all across the US. See our "Project List" included with this packet. The scope of services that the town has requested for their splash pad is very common to what we typically install. We have experience working with Maricopa county and are familiar with their code requirements. We also have experience working with counties across the US and often implement their code requirements into our projects that we feel go above and beyond what may be required by Maricopa county (ie. UV sanitation, self cleaning tanks etc).

D: PROPOSER RESPONSE TO THE SCOPE OF SERVICE AND THEIR ABILITY TO MEET OR EXCEED THE TOWN'S REQUEST:

Splash Zone has already reviewed the amended scope of services and put together a preliminary proposal and plan to determine what we can offer within the requested budget of 105K. The splash pad we will be proposing will not only meet the minimum project specifications, but we will be able to increase the size of the splash pad and the number of spray features. Because this splash pad will be used by our personal family and friends, we have been able to work with our vendors to get substantially reduced pricing on equipment and features for this splash pad. Utilizing these resources in addition to incorporating an extremely competitive bid, we will easily be able to offer far more than what the town expects and exceed the minimum requirements stated in the scope of services.

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Bio of Splash Zone, LLC

Splash Zone was established in 2005 to meet the growing demands of commercial splash pad installations. In the years leading up to the formation of Splash Zone, the founders worked in the pool and construction industry supervising commercial pool projects with some of the largest pool companies in the industry. The projects ranged in scope from multi use apartment complex pools to specialty projects including the Sting Ray Bay at the Phoenix Zoo. During this time, there was an increased interest in splash pad installations; although there was not a single company that specialized in these projects. Due to the demand for commercial splash pad installations and the lack of expertise in the industry, Splash Zone, LLC was formed.

Our unique approach to splash pad installations allows us to be more versatile and more affordable. We have established a wide range of vendor relationships and have the ability to design and install splash pads that are unmatched in quality and generally offer far more water features than any competitor. Also, due to our installation experience and knowledge of splash pads, we take pride in completing every project within budget while exceeding expectations.

In the nearly 9 years since Splash Zone was established, we have seen the industry boom. We have personally installed over 300 splash pads across the United States and assisted in the installation of thousands. Our projects range in size from light commercial splash pads with 8 spray jets to full scale commercial splash pads with nearly every bell and whistle one can imagine. We operate with 3 crews, a designer and a professional engineer and are capable of completing large scale projects from start to finish.

At Splash Zone, we take pride in knowing that we are the industry leader in splash pad innovation and installations. We have installed more splash pads and have more experience than any other company in the country.

To protect the interest of our clients, Splash Zone carries a minimum 1 million dollar general liability policy and includes each project as an additional insured on the policy. We also come highly recommended by our bonding company and can acquire performance and payment bonds if required.

Regardless of project size, Splash Zone will make every effort to make each splash pad as unique as possible. We look forward to working with you!

For additional information, we can be reached at 800-985-3031 or you can check out our web site at www.SplashZone.com.

SPLASH ZONE, LLC
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MESA, AZ 85212
P. 800-985-3031
F. 866-869-3942



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COMPANY APPROACH / CONTACT INFO

PROJECT CONTACT PERSON: BRETT FERGUSON 800-985-3031 x710 or 480-330-1357

PRIME CONTRACTOR:

Splash Zone, LLC (AZROC 227061)
7319 S Atwood, Ste 101 & 103
Mesa, AZ 85212
p. 800-985-3031
f. 866-869-3942

DESIGN/ENGINEERING FIRM:

Splash Zone, LLC—In-House
Engineer: Ashton Avarell, P.E.
P. 800-985-3031 ext. 713

ELECTRICIAN:

Four Star Electric, LLC (ROC 257106, 257105)
Eric Boudreau
c. 480-452-9862
o. 480-567-8013
f. 602-710-1227

Construction project manager:
Construction project superintendent:

Jake Wirthlin
Bruce Beauchamp

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PROJECT TEAM ORGANIZATION

Splash Zone has three primary team members to manage each commercial project. The three team members assigned to this project and their responsibilities are as follows:

Project Manager – Jake Wirthlin

The project manager is responsible for the overall management of the team members. This includes making sure deadlines are met, product procurement is complete and on schedule and the project is meeting or exceeding benchmarks and deadlines. Additional responsibilities include the approval of all project bids and client interaction and communication. All communication should be directed through the Project Manager and they will be the main point of contact throughout the construction process.

Project Superintendent – Bruce Beauchamp

The project superintendent is responsible for the daily project tasks. He reports directly to the Project Manager. The Superintendent is on site daily and oversees the construction practices of our employees and sub-contractors. The project superintendent is required to keep a detailed daily log of events which is reviewed daily at 4:30pm in our management meeting. All communication with the client and the superintendent is reported daily at the management meeting to avoid communication problems and ensure that all communication is relayed to the Project Manager.

Project Coordinator – Jenn Hetzel

The Project Coordinator is responsible for ensuring that the project superintendent and manager have all the resources required to successfully complete their jobs. Once a contract is executed, the Project Coordinator begins the process of procuring the product required for the project. The Project Coordinator is also responsible for all the tasks related to general paperwork such as additional insured requirements, lien release waivers and other similar project related tasks.

The management team also meets daily to recap the daily events, plan for the following day/week, and update the client as to the project status.

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Commercial Project Names

	Location/Contact Info	Year Completed	Project Budget
Laguna Cliffs Marriott On-site Engineer - Steve Farrell	Dana Point 949-487-7515	CA 2014	230K
Nursery Rhymes Preschool Owner - Peter Latona	Saddle Brook 201-843-8667	NJ 2012	35K
Flying Flags RV Park GC - Redwood Construction - Todd Stark	Santa Barbara 949-533-9696	CA 2013	80K
Termaine Park City Clerk - Sandy Proctor	Waynetown 765-234-2154	IN 2012	75K
Frontier Park GC - American Parks Co. - Chuck Wellenberger	Prosper 800-381-4491	TX 2012	100K
Hidden Valley City Park Project Manager - Ryan Werlich	St. George 480-658-5262	UT 2009	80K
Phoenix Zoo Matt Strangwayes	Phoenix 602-273-1341	AZ 2008	195K
Nolan Park Eagle Mountain City - Christ Trusty	Eagle Mountain 801-789-6671	UT 2012	185K
City of Wilson Mayor - Frank Schaaf	Wilson 580-465-7747	OK 2013	100K
Town of Jena Council - Johnnie Bethard	Jena 318-729-4959	LA 2013	60K
City of Edinburg Connie Barden	Edinburg 956-216-8200	TX 2014	200K
Scenic View Campground Owner - Chelsie Lent	Warren 603-764-5850	NH 2011	45K
Oxford Athletic Club General Manager - Frank Stango	Wexford 412-818-2927	PA 2011	85K
Sleeping Bear Campground Owner - Chris McIlrath	Lander 307-332-5159	WY 2012	40K
South Mill Creek Architect - Jeff Justus	Bakersfield 619-236-1462	CA 2012	125K
Meadows Grange Pool GC - Stonescapes by Design - Matt Otero	Castle Rock 720-273-4526	CO 2013	225K

*This is only a partial list of projects we have completed.
Splash Zone has nearly 400 installations nation wide!

SPLASH ZONE, LLC
7319 S ATWOOD, STE 103
MESA, AZ 85212
P. 800-985-3031
F. 866-869-3942



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Massey Group PO Box 8460 Mesa AZ 85214	CONTACT NAME: Alyssa N. Allen PHONE (AC No Ext): (480) 729-6088 FAX (AC No): (480) 671-1384 EMAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Splash Zone LLC 7319 S. Atwood Suite 103 Mesa AZ 85212	INSURER A: Owners Insurance Co. NAIC # 32700	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1312819795 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		45054492-12	11/18/2012	11/18/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					CLAIMS D SINCE F (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEF <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) If yes, describe under DESCRIPTION OF OPERATIONS below					W/ STAT TORY LIMITS <input type="checkbox"/> OR <input type="checkbox"/> ER \$1 EACH ACCIDENT \$ \$1 DISEASE - FA EMP OYER \$ \$1 DISEASE - POLICY LIMIT \$
A	7319 S. Atwood, Ste #103 Mesa, AZ 85212		45054492-12	11/18/2012	11/18/2013	Building Limit \$202,000 Business Personal Prop Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance

CERTIFICATE HOLDER *FOR PROOF OF INSURANCE ONLY*	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, THE EXPIRATION DATE THEREOF, NOTICE OF CANCELLATION AND ACCORDANCE WITH THE POLICY PROVISIONS SHALL BE FURNISHED TO THE CERTIFICATE HOLDER.
	AUTHORIZED REPRESENTATIVE G L. Massey/ALYSSA

SPLASH ZONE, LLC
 7319 S ATWOOD, STE 103
 MESA, AZ 85212
 P. 800-985-3031
 F. 866-869-3942



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: SCF Arizona	
SCF Arizona and its subsidiaries 3030 N 3rd Street		PHONE (A/C No, Ext): 602.631.2600 or 866.284.2694	FAX (A/C No): 602.631.2599
Phoenix AZ 85012-3068		E-MAIL ADDRESS: askscf@scfaz.com or webcerts@scfaz.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: SCF General Insurance Company	13043
Splash Zone LLC 7319 S Atwood Suite 103 Mesa AZ 85212		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 21** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - CON/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
		<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		G43982	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below:					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LAWN SPRINK SYST INSTAL UNDERGROUND

CERTIFICATE HOLDER

Proof of Insurance
7319 S Atwood
Ste 103
Mesa AZ 85212

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBE THE EXPIRATION DATE THEREOF, ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SPLASH ZONE, LLC
7319 S ATWOOD, STE 103
MESA, AZ 85212
P. 800-985-3031
F. 866-869-3942



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BONDING
SOLUTIONS

March 20, 2013

RE: Letter of Surety Bond Prequalification
Splash Zone, LLC
Mesa, AZ

To Whom this May Concern:

We are pleased to write to you concerning our customer, Splash Zone LLC. We have had the privilege of providing for their surety needs since 2010. Their current bonding limits are \$750,000 for single jobs and \$750,000 for total aggregate work. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Splash Zone, LLC enter into a written contract.

The surety for this principal, HCC Surety, is an AM Best rated "A+ (Superior)" company and is an admitted surety in all 50 states. HCC Surety also appears on the U.S. Treasury list of approved companies.

Although Splash Zone, LLC has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service.

Sincerely,

Ted W. Edwards
Bond Agent/Broker

SPLASH ZONE, LLC
7319 S ATWOOD, STE 103
MESA, AZ 85212
P. 800-985-3031
F. 866-869-3942



Splash pads... It's all we do!

The following pages are a few of the splash pads that Splash Zone has designed and installed.

We have many more pictures, renderings and plans available for the town to review to get additional ideas and see our work.



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Splash Zone,[®] LLC

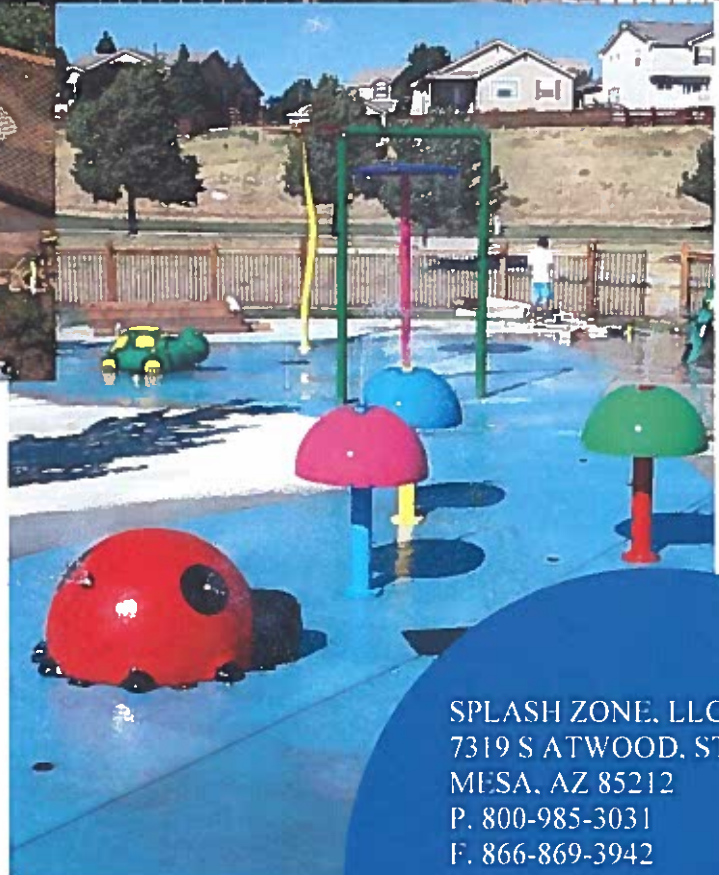
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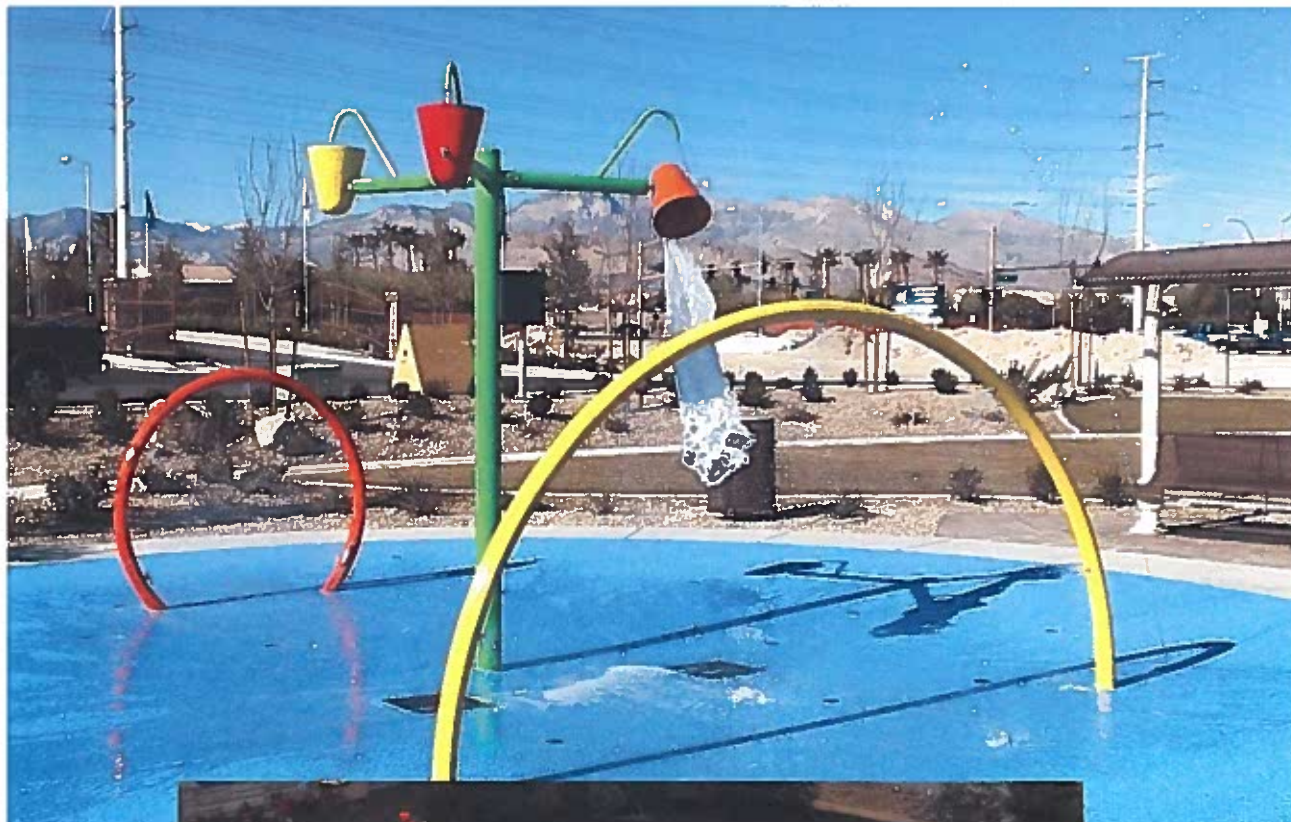


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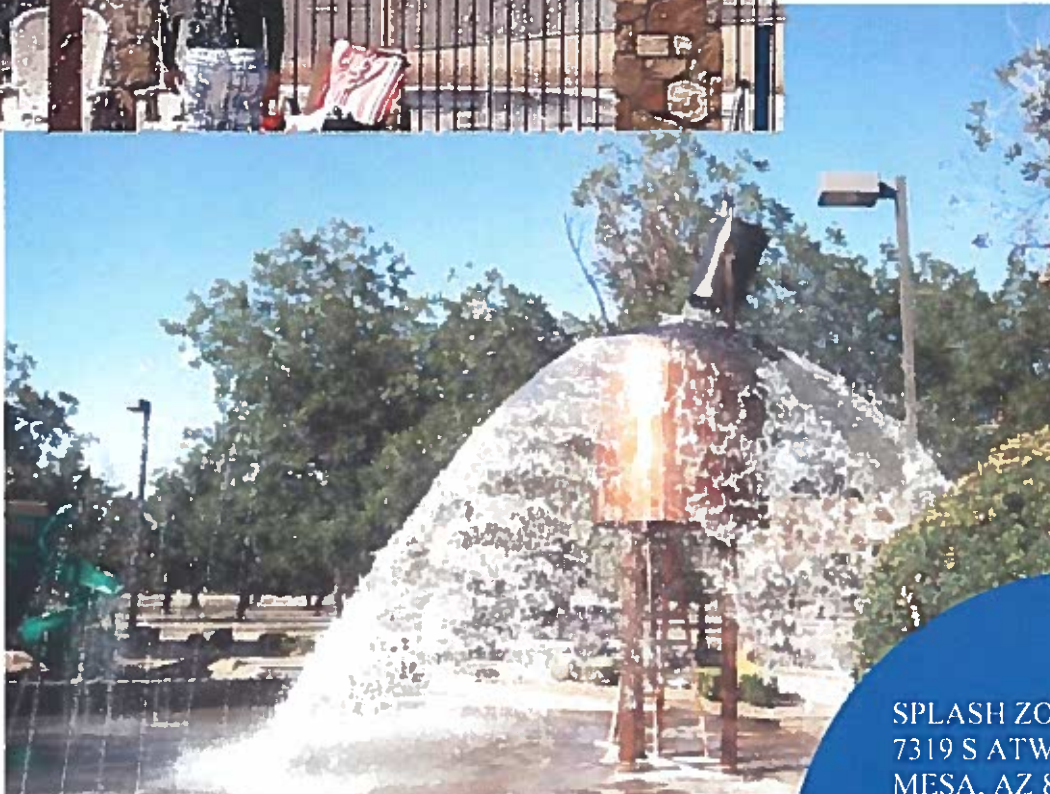
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EXHIBIT C - SPLASH PAD DESIGN

LAYOUT KEYNOTES

- ① PROPOSED 4130 sqft. SPLASHPAD
- ② 2,500 GALLON UNDERGROUND CISTERN
- ③ 3 HP DEDICATED RECIRCULATION PUMP (1 TOTAL)
- ④ 2 HP FEATURE PUMP (3 TOTAL)
- ⑤ CUSTOM MANIFOLD (3 TOTAL)
- ⑥ TIMER BOX (2 TOTAL)
- ⑦ RAIN DECK WATER FEATURE CONTROL PANEL
- ⑧ PENTAIR 140 SAND FILTER
- ⑨ AUTO FEEDER
- ⑩ DELTA U.V. SANITIZER

SPLASH PAD LEGEND

- A 16" SQUARE DRAIN (4 TOTAL)
 - B R.D. SOFT TOUCH ACTIVATOR (2 TOTAL)
 - C 3" DIA. R.D. ADJUSTABLE SPRAY (24 TOTAL)
 - D R.D. DUMPING BUCKET 4 (1 TOTAL)
 - E R.D. 8 NOZZLE RING OF WATER (1 TOTAL)
 - F R.D. 8 NOZZLE SIDEWINDER JET (1 TOTAL)
 - G R.D. WATER CANNON (2 TOTAL)
 - H FOOTING BASE WITH SPRAY PLATE (9 TOTAL)
 - I R.D. SS WATER RING (3 TOTAL)
 - J R.D. RAIN CUTRIN (1 TOTAL)
 - K 3" DIA. R.D. BUBBLER NOZZLE (6 TOTAL)
 - L R.D. SS 60" UMBRELLA (1 TOTAL)
 - M R.D. SS MINI MUSHROOM (3 TOTAL)
- 3/4" PCV LINE
 1" PCV LINE
 1 1/2" PCV LINE
 2" PCV LINE
 8" DRAIN LINE

RAINDECK
 Ph. 888.445.RAIN
 Fax. 866.869.3942
 info@raindeck.com

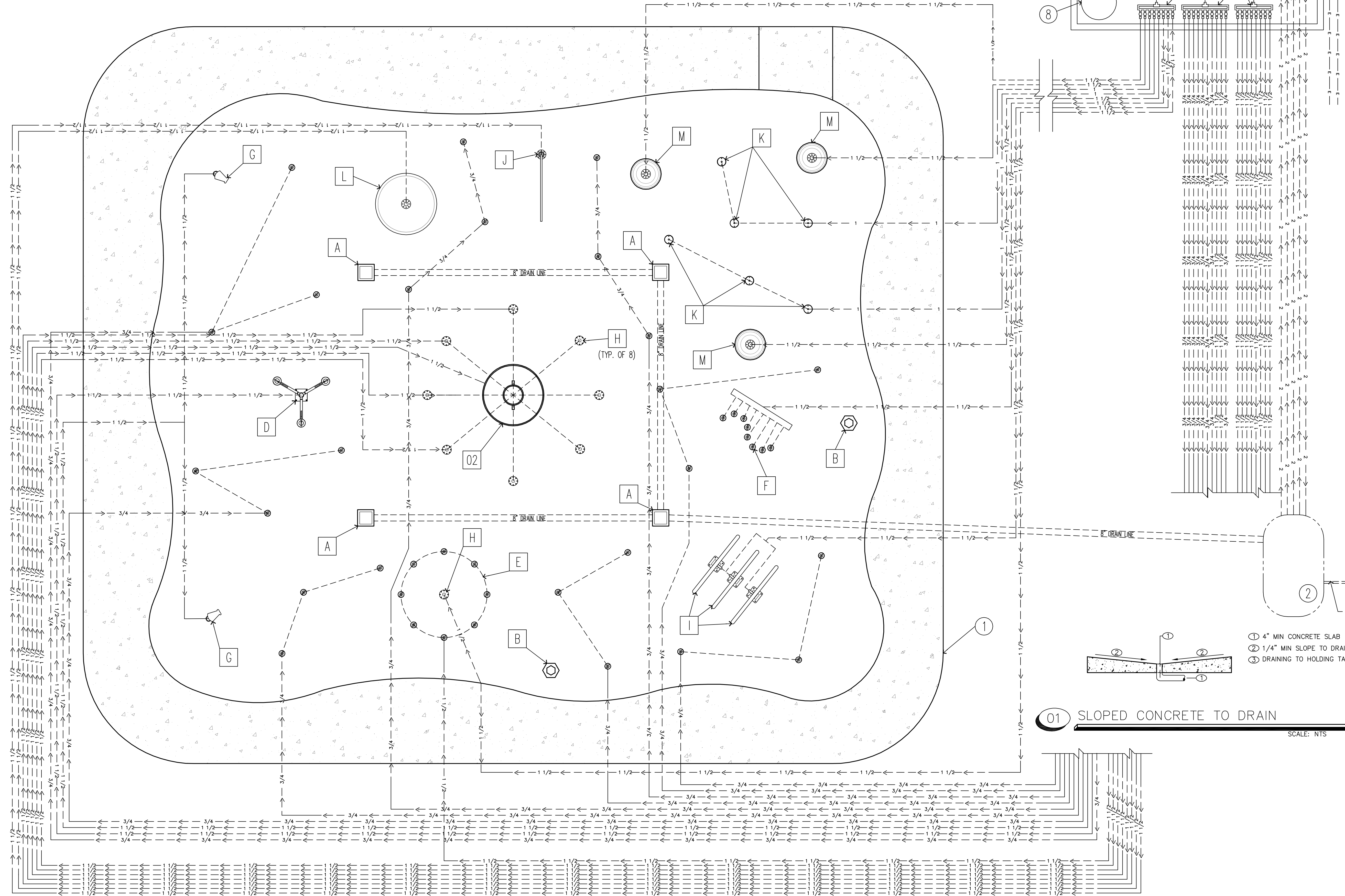
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REV.	DATE	DESCRIPTION

**TOWN OF QUEEN CREEK
 SPLASH PAD LAYOUT**

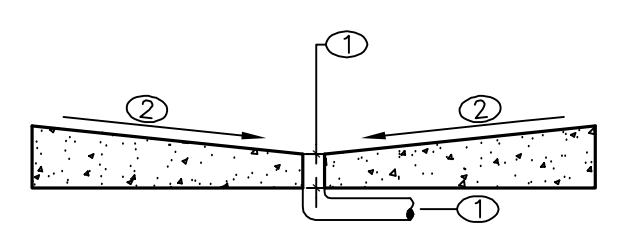
SEAL

DRAWN BY	REVIEWED BY
QB	BF
DATE	
FEBRUARY 21, 2013	
SHEET	
SP1.1	
JOB NUMBER	
021413	



SPLASH PAD LAYOUT

SCALE 1/4"=1'-0"



01 SLOPED CONCRETE TO DRAIN

SCALE: NTS

02 CENTER DUMP BUCKET

SCALE: NTS

