CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

WORK SESSION
February 20, 2007
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 ARIZONA CALL-A-TEEN YOUTH PROGRAM

Staff will update the Council on efforts to establish a partnership with Arizona Call-A-Teen Youth Resources, Inc. to provide workforce development services for Avondale youth. For information only.

3 2007 STATE LEGISLATIVE UPDATE

2007 State Legislative Update

4 ADJOURNMENT

Respectfully submitted,

Linda M Farris

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
Arizona Call-A-Teen Youth Program

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Gina Ramos Montes, Neighborhood and Family Services Director

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To establish a Memorandum of Understanding (MOU) between the City of Avondale and Arizona Call-A-Teen Resources Inc. in order to create a cooperative working relationship between Arizona Call-A-Teen Youth Resources, Inc. (ACYR) and the City of Avondale, Neighborhood and Family Services Department to provide workforce development services to youth and young adults in the City of Avondale.

BACKGROUND:

Arizona Call-A-Teen Youth Resources, Inc. is a non-profit organization dedicated to providing learning-rich education, training and employment for in and out of school youth and young adults age 14-21 years of age. The agency offers a full menu of services in education and workforce development to prepare youth to successfully transition to responsible adulthood. Their work is geared toward developing youth to become key contributors to the community. The Neighborhood and Family Services Department is proposing to enter into a partnership with Arizona Call-A-Teen Resources, Inc. to provide workforce development services to Avondale youth. ACYR has established similar partnerships with other municipalities with notably positive outcomes.

DISCUSSION:

The objective of this partnership between Avondale and ACYR is to assist youth in the development of work readiness skills that will enhance the likelihood of finding and maintaining future employment. As a component of this collaboration ACYR will provide in-kind staffing to facilitate a program funded through the Workforce Investment Act. This work readiness program will provide the following opportunities to eligible/registered participants:

- Paid Work Experience,
- Occupational Skills Training,
- Mentoring,
- Tuition Assistance,
- Support services including transportation and school/work tools, and supplies.

In support of this partnership, it is requested that the City of Avondale provide classroom/meeting space, participant referrals and marketing. The proposed partnership will offer a package of services designed to assist youth in obtaining the academic, vocational, personal and social skills necessary for graduation, employment and/or postsecondary education. Participants must qualify as required by the Workforce Investment Act.

BUDGETARY IMPACT:

The City of Avondale will incur no direct costs.

RECOMENDATION:

This report is for information only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
2007 State Legislative Update

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Shirley Gunther

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is update the City Council regarding pending State legislation and issues and to receive policy direction.

BACKGROUND:

The City Council provided direction to the Government Affairs Manager regarding the City's 2007 State Legislative Program December 11, 2006. The State Legislative Program defines the City's state legislative priorities for the current legislative session and provides direction for the City's lobbying activities at the Arizona State Legislature.

DISCUSSION:

The First Regular Session of the 48th Arizona State Legislative session began on Monday, January 8 2007. As of February 12, 2007 1,526 bills and memorials have been introduced. Staff has been reviewing legislation and the potienial impacts the measures may have on Avondale. Currently, staff is tracking more than 300 bills.

Transportation

The Senate and House Transportation and Appropriations Committee have been hearing numerous transportation proposals. A bill sponsored by Representative Nelson HB 2562 authorizes the State transportation board to use monies from the Statewide Transportation Acceleration Needs (STAN) account to reimburse cities or counties for interest costs associated with loans or bonds issued to help accelerate certain transportation projects. The bill is scheduled for a hearing February 14, 2007 in the House Appropriations Committee. Staff has contacted each Committee member and other city representives to solicit their support.

Blue Stake

The cities have been working with Southwest Gas Corporation to reach an agreement regarding the Blue Stake legislation. Representative Nelson offered a “strike-everything” amendment to HB 2066 mandates political subdivisions to locate and mark privately owned sewer laterals upon request. The amendment also requires local governments to establish a permitting program to administer and coordinate locating requests by July 1, 2008. The proponent of this legislation, Southwest Gas Corporation, has pursued similar legislation in the past, shifting their current sewer lateral locating procedures onto public water and sewer departments. Avondale has been participating in the discussions and have been opposed to this legislation. The bill passed out of Counties, Municipalities & Military Affairs on February 13, 2007 and will go to House Rules Committee next.

Revenue Sharing

A number of revenue sharing ideas are being discussed. One SB 1246 which proposes a tax credit (equal to 15 percent of their income tax liability) for county residents and comes out of the urban revenue sharing fund is scheduled for a hearing February 13, 2007.

Liquor

HB 2391 the liquor omnibus bill has passed out of House Commerce and Rules and will be debated on the House Floor. Avondale and other cities have sought amendments to the bill and while the sponsor has agreed with proposed changes the legislation still needs additional amendments to receive support of the cities. Most of the additional changes provide clarifying terminology to the statute and the cities would like to include an appropriation for the Department of Liquor for the use of additional investigators.

County Fire Districts

For weeks negotiations between cities have been occurring to resolve the county island fire service issue. As a result a striker - S.B. 1556 was sponsored by Senator Tibshraeny (Chandler) which authorizes the formation of a noncontiguous county island fire district (District) consisting of noncontiguous county islands and allows the District to contract with a city or town to provide fire and emergency services. The bill will be heard Senate Natural Resources on February 14, 2007.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
February 20, 2007
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a.
The Council will consider a resolution honoring Rob Emmett for his years of service to the City of Avondale upon the occassion of his retirement. The Council will take appropriate action.

3 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

4 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES
a. Special Meeting of January 29, 2007
b. Regular Meeting of February 5, 2007

b. CLAIMS FOR JANUARY 2007
Claims for January 2007

c. AMENDMENT - EXPANSION OF PHOTO RED-LIGHT PROGRAM TO INCLUDE PHOTO SPEED ENFORCEMENT
City Staff is requesting that the Council approve an amendment with American Traffic Solutions to provide photo speed enforcement for a six month trial period. The Council will take appropriate action.

d. LETTER AGREEMENT - ARIZONA CALL-A-TEEN
City Staff is requesting that the Council approve a letter agreement with Arizona Call-A-Teen authorizing the Neighrborhood and Family Services Department to enter into a partnership with Arizona Call-A-Teen to offer workforce readiness services to youth in Avondale. The Council will take appropriate action.

e. LIQUOR LICENSE - RESTAURANT SEAFOOD FISH DUCKS
Staff is requesting that the City Council consider a request by Mr. Juan Hernandez Ocampo for a Series 16 Restaurant license to sell all spirituous liquors at Restaurant Seafood Fish Ducks, located at 701 East Western Avenue. The City Council will take appropriate action.

f. PROFESSIONAL SERVICE AGREMENT - J2 ENGINEERING & ENVIRONMENTAL DESIGN

- I-10 BRIDGE AND PEDESTRIAN ENHANCEMENT PROJECT

Staff requests that the City Council approves a Professional Services Agreement with J2 Engineering & Environmental Design, L.L.C. for the engineering, design and development of construction documents for the I-10 Bridge and Pedestrian Enhancement project in the amount of $66,012.00, and authorizes the use and transfer of contingency funds. The Council will take appropriate action.

g. PROFESSIONAL SERVICE AGREEMENT - JANITORIAL SERVICES - LANDMARK BUILDING MAINTENANCE

Staff is requesting that the City Council approve a professional services agreement with Landmark Building Maintenance to provide janitorial services for city facilities in the amount of $138,289.92. The Council will take appropriate action.

h. PROFESSIONAL SERVICES AGREEMENT - DMJM HARRIS - TRAFFIC SIGNAL AND STREET IMPROVEMENT DESIGN AT INDIAN SCHOOL ROAD AND EL MIRAGE ROAD

Staff is requesting that the City Council approve a professional services agreement with DMJM Harris for Traffic Signal and Street Improvement Design at Indian School Road and El Mirage Road in the amount of $98,647 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. PROFESSIONAL SERVICES AGREEMENT - STANLEY CONSULTANTS INC. -TRAFFIC CIRCLE DESIGN ON DURANGO STREET AT 113TH AVENUE

Staff is requesting that the City Council approve a professional services agreement with Stanley Consultants Inc. to provide design services for a traffic circle on Durango Street at 113th Avenue in the amount of $69,693 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION FOR STREET IMPROVEMENTS ON 99TH AVENUE AT MCDOWELL ROAD - DUAL LEFTS

Staff is requesting that the City Council approve a professional services agreement with URS Corporation to provide design services for street improvements on 99th Avenue at McDowell Road in the amount of $65,238 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

k. RESOLUTION - MARICOPA COUNTY - COMMUNITY ACTION PROGRAM FY 2008 IGA

The City Council will consider a resolution authorizing an intergovernmental agreement with the Maricopa County Board of Supervisors for a grant in the amount of $108,590.00 to operate the Community Action Program (CAP) during FY 2007-2008. The Council will take appropriate action.

l. RESOLUTION ADOPTING BUILDING PLAN REVIEW AND PERMIT FEES

Staff is requesting the City Council adopt a resolution to update the fees charged for building plan review and building, electrical, mechanical and plumbing permits.

m. RESOLUTION 2624-207 - DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED THE "2006 INTERNATIONAL BUILDING CODE" THE "2006 INTERNATIONAL RESIDENTIAL CODE" THE "2006 INTERNATIONAL MECHANICAL CODE" THE "2006 INTERNATIONAL PLUMBING CODE" THE "2006 INTERNATIONAL FUEL GAS CODE" THE "2006 INTERNATIONAL ENERGY CONSERVATION CODE" THE 2005 NATIONAL ELECTRICAL CODE" AND THE AVONDALE AMENDMENTS.

The Council will consider a resolution declaring as public records those certain documents filed with the City Clerk and entitled the "2006 International Building Code," the "2006 International Residential Code," the "2006 International Mechanical Code," the "2006 International Plumbing Code" the "2006 International Fuel Gas Code" the "2006 International Energy Conservation Code" the "2005 National Electrical Code," and the Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electric Code. The Council will take appropriate action.

n. RESOLUTION 2625-207 SUPPORTING SR 801 FREEWAY CORRIDOR EVALUATION SEGMENT 2C3

Staff is requesting that City Council adopt a resolution supporting Segment 2c3 as the preferred alignment of the proposed SR 801 Freeway alignment through the City of Avondale.

o. ORDINANCE 1248-207 AMENDING CHAPTER 4 OF THE CITY CODE – BUILDING REGULATIONS

The Council will consider an ordinance amending Chapter 4 of the City Code, Buildings and Building Regulations and incorporating by reference the 2006 Editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy Conservation Code, the 2005 Edition of the National Electrical Code, and the Avondale Amendments to these codes. The Council will take appropriate action.

5 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR TUTOR TIME DAY CARE AT DURANGO PLAZA

The Council will hold a public hearing and will consider a request for a conditional use permit for a child care center in the Durango Park PAD district, an 8.58 acre master site, including a 25,737 square foot building, located on the northeast corner of Avondale Boulevard and Lower Buckeye Road. The Council will take appropriate action.

6 MASTER SITE PLAN FOR DURANGO PLAZA AND FINAL SITE PLAN FOR PADS A, B, AND E (DR-06-10).

The Council will consider a request for master site plan approval for Durango Plaza shopping center and final site plan approval for pads A, B, and E, 8.58 acres located on the northeast corner of Avondale Boulevard and Lower Buckeye Road.

7 PUBLIC HEARING AND ORDINANCE 1249-207 - ZONING TEXT AMENDMENT - MEDICAL OFFICE USES IN THE C-1 DISTRICT (TA-06-11)

The City Council will conduct a public hearing and consider an ordinance amending Section 303 Land Use Matrix of the Zoning Ordinance to allow medical office uses in the C-1 (Neighborhood Commercial) zoning district without a condituional use permit. The Council will take appropriate action.

8 WEST VALLEY ARTS COUNCIL CAPITAL FUNDS CAMPAIGN

Staff is requesting Council action to direct staff to inform the West Valley Arts Council that the 2004 MOU that committed $250,000 for the performing arts center has terminated pursuant to its own terms and that the City's contribution must be returned within a reasonable period of time. And to further inform the West Valley Arts Council that the additional $300,000 that Council intended to contribute will not be forthcoming. The Council will take appropriate action.

9 PUBLIC HEARING - ORDINANCE 1250-207- AGUA FRIA DEL OESTE REZONING FROM R-5 (MOBILE HOME PARK) TO C-2 (COMMUNITY COMMERCIAL)

The Council will hold a public hearing and will consider an ordinance rezoning 1.52 acres from R-5 (Mobile Home Park) District to C-2 (Community Commercial) District located south of the southeast corner of Dysart Road and Washington Street. The Council will take appropriate action.

10 DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

11 ADJOURNMENT

Respectfully submitted,

Linda M Farris

City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
Resolution - Honoring Rob Emmett

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

- Resolution
- RES - 2627-207

RESOLUTION NO. -

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING ROB EMMETT FOR FOUR YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on February 18, 2003, Rob Emmett began his career with the City of Avondale as Director of the Water Resources Department; and

WHEREAS, Rob has over 27 years of government water resources experience; and

WHEREAS, Rob came to the City at a time of great growth and established a responsive organizational structure within the Water Resources Department; and

WHEREAS, the Department, under Rob's leadership, has planned and facilitated for the expansion of the wastewater treatment plant and more than $75 million in capital improvement projects; and

WHEREAS, Rob has demonstrated integrity and professionalism towards his staff and customers; and

WHEREAS, the City Council wishes to express its appreciation for his hard work, dedication and years of service; and

WHEREAS, the City Council wishes to honor Rob Emmett on the occasion of his retirement after four years of exemplary service to the citizens of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Rob for his four years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, February 20, 2007.

_____
Marie Lopez Rogers, Mayor

Vice Mayor Wolf	Council Member Lynch	Council Member Earp
Council Member Buster	Council Member Scott	Council Member Weise

ATTEST: **APPROVED AS TO FORM:**

DRAFT

Linda M. Farris, City Clerk Andrew J. McGuire, City Attorney

DRAFT

RESOLUTION NO. 2627-207

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING ROB EMMETT FOR FOUR YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on February 18, 2003, Rob Emmett began his career with the City of Avondale as Director of the Water Resources Department; and

WHEREAS, Rob has over 27 years of government water resources experience; and

WHEREAS, Rob came to the City at a time of great growth and established a responsive organizational structure within the Water Resources Department; and

WHEREAS, the Department, under Rob's leadership, has planned and facilitated for the expansion of the wastewater treatment plant and more than $75 million in capital improvement projects; and

WHEREAS, Rob has demonstrated integrity and professionalism towards his staff and customers; and

WHEREAS, the City Council wishes to express its appreciation for his hard work, dedication and years of service; and

WHEREAS, the City Council wishes to honor Rob Emmett on the occasion of his retirement after four years of exemplary service to the citizens of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE that the City of Avondale does hereby thank Rob for his four years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, February 20, 2007.

Marie Lopez-Rogers, Mayor

Vice Mayor Wolf	Council Member Lynch	Council Member Earp
Council Member Buster	Council Member Scott	Council Member Weise

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Approval of Minutes

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Claims for January 2007

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Amendment - Expansion of Photo Red-Light Program to include Photo Speed Enforcement

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Glenda Craycraft

THROUGH: Charlie McClendon, City Manager

PURPOSE:

At the direction of Council a request for proposal (RFP) process was conducted to select a vendor to provide photo speed enforcement for a six month trial period. The recommended vendor is American Traffic Solutions (ATS).

BACKGROUND:

On December 11, 2006, the Police Department updated the Mayor and Council on the status of a one-year pilot project to install photo red-light cameras at the two busiest intersections in Avondale -- Dysart Road and McDowell Road and Dysart Road and Van Buren Street. At this meeting, the Council directed the police department to expand the program to include photo speed enforcement. This direction was based on several variables -- increased traffic in Avondale as a result of increased population, on-going citizen complaints of speeding, and the Councils direction to use technology wherever possible to augment City services. Specifically, to assist police officers who might spend more time answering calls for service rather than performing speed enforcement.

DISCUSSION:

On January 19th, 2007 staff opened the RFP process to select a vendor to provide photo speed enforcement for a six month trial period in Avondale. This process closed on February 2nd, 2007. One vendor submitted a proposal which met the established criteria in the RFP process. This vendor, ATS, is the current vendor providing photo red-light enforcement at the intersections of McDowell and Dysart Roads and Van Buren and Dysart Roads. Staff recommends Council approve the selection of this vendor to provide photo speed enforcement for a six month trial period.

BUDGETARY IMPACT:

While the City is required to budget the funds necessary to cover the cost associated with each photo speed enforcement citation, this cost is recovered from the violators found responsible for speed violations.

RECOMENDATION:

Staff recommends Council approve the selection of ATS as the vendor to provide photo speed enforcement in Avondale for a six month trial period.

ATTACHMENTS:

Click to download

- Amendment

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMERICAN TRAFFIC SOLUTIONS, INC.

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of February 20, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and American Traffic Solutions, Inc., a Kansas corporation (the "Contractor").

RECITALS

A. The City and the Contractor entered into that certain Professional Services Agreement dated September 19, 2006, as amended by that certain First Amendment to Professional Services Agreement dated as of November 10, 2006 (as amended, the "Agreement"), to implement and operate a red light enforcement program.

B. The City has determined that additional services by the Contractor are necessary in its effort to increase traffic and community safety (the "Additional Services").

C. The City and the Contractor desire to enter into this Second Amendment to provide for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Contractor hereby agree to amend the Agreement as follows:

1. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Proposal and Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The City shall pay the Contractor a fixed fee for the Additional Services as set forth in Exhibit A.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This Second Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Contractor**"

AMERICAN TRAFFIC SOLUTIONS, INC., a Kansas corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of AMERICAN TRAFFIC SOLUTIONS, INC., a Kansas corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMERICAN TRAFFIC SOLUTIONS, INC.

[Proposal and Scope of Work]

See following pages.

American Traffic Solutions
480.368.0900 • Fax: 480.607.0901 • www.atsol.com • 14861 North Scottsdale Road • Suite 109 • Scottsdale, AZ 85254

February 2, 2007

City Clerk
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Re: Request for Proposals RFP No. PD 07-011 – Mobile Photo Radar Program

Dear Members of the Selection Committee:

American Traffic Solutions, Inc. (ATS) is pleased to present our proposal in response to the City of Avondale's Request for Proposals for Mobile Photo Radar Program (Speed Enforcement). ATS currently provides red light camera services to the City of Avondale, and we look forward to the opportunity to continue to serve the City in its effort to increase traffic and community safety.

We fully understand your requirements and your vision and share the mutual goal to reduce speeding, traffic crashes and improve public safety for residents and visitors through the successful implementation of a mobile photo radar program. We currently provide mobile photo radar services for the cities of Mesa and Phoenix, as well as their red light camera programs.

The authorized representative for this project is the same individual that manages the City's red light camera program, Mr. Bill Burke. This simplifies communications between ATS and the City by providing a single point of contact for all of the City's photo enforcement programs.

As your red light camera vendor, we are able to easily integrate the mobile photo radar program into current operations and the current Violation Processing System. Additionally, our integration with the City's Court system is already in place. Basically, all that will be needed is to deploy the mobile speed enforcement vehicle, which we are prepared to provide the City within 10 days of receiving the Notice to Proceed. No other vendor can make this program operational in less time.

We thank you for the opportunity to submit this proposal. We look forward to continuing our relationship with the City and expanding our service offering to include mobile speed enforcement. We are enthusiastic about the opportunity to deliver a solution that will *Focus on Safety in Avondale!*

Sincerely,

American Traffic Solutions, Inc.

Adam E. Tuton
Executive Vice President/Chief Operating Officer

Mobile Photo Radar Program (Speed Enforcement)

Response to:

Request for Proposals RFP No. PD 07-011

February 2, 2007

American Traffic Solutions
14861 N. Scottsdale Road
Suite 109
Scottsdale, Arizona 85254

480.443.7000
480.607.0901
www.atsol.com
www.redlightcamera.com

Proprietary and Confidential Information

The information contained in this document is Confidential Information of American Traffic Solutions, Inc., and is disclosed in response to the City's Request for Proposal for Mobile Photo Radar Program (Speed Enforcement).

TABLE OF CONTENTS

1. Minimum Qualifications 3

2. Understanding of the Project 3

3. Proposed Services Provided 3

3.1 Scope of Work 3

3.1.1. SC-300 Mobile Radar Speed Camera System 4

3.1.2. Axsis™ SC-300 Digital Camera 5

3.1.3. Advanced Multi-Shot Functionality 5

3.1.4. Citation Generation and Process 8

3.1.5. Complaint Approval Process 9

3.1.5.1. Police Review 9

3.1.6. Citation Format and Tracking 11

3.1.7. Internet Site 12

3.1.8. Interface with City Information Services and City Court Software 13

3.1.9. Training 13

3.1.10. Court Testimony 13

3.1.11. Reports 13

3.2 Project Manager 14

3.3 Performance Standards 15

3.3.1. Tuning Fork Calibration and Self Test 17

3.3.2. Best Supporting Evidence for Speed Violations 17

3.4 Process Services 18

4. Qualifications and Experience of Firm 20

4.1 General Information Relating to Organization 20

4.2 Firm's Organizational Structure 21

4.2.1. Corporate Headquarters 21

4.2.2. Customer Service and Operations Center 21

4.3 Experience Providing Similar Services 22

4.4 Access to the Arizona MVD Records and Databases 23

5. References 24

Appendix A – Resumes for Key Personnel **26**

Resume for Mr. Adam Tuton, Project Executive 26

Resume for Mr. Steve Williams - Customer and Client Services 26

Resume for Mr. Joe Peters – Field Operations and Maintenance 27

Resume for Ms. Ellen Pence – Community Outreach 27

ATS ©2007 American Traffic Solutions, Inc.
Proprietary and Confidential

Appendix B - Sample Speed Citation 28
Appendix C – Vendor Information 32

©2007 American Traffic Solutions, Inc.
Proprietary and Confidential

1. Minimum Qualifications

Contractor is licensed to do business in the State of Arizona. Provide licensure information with your proposal.

American Traffic Solutions, Inc. (ATS) is headquartered in Scottsdale, Arizona and is licensed to do business in the State of Arizona. ATS has an established relationship with the City of Avondale; we currently have a contract with the City for its red light camera enforcement program.

Contractor has been in business for a minimum of five (5) years concurrently.

ATS was founded in 1992.

Contractor has provided similar services to an organization of the same size or larger than the City of Avondale within the last three (3) years.

ATS is providing mobile photo enforcement services to the Cities of Mesa and Phoenix in Arizona and the city of Calgary, in Alberta Canada since 1999. Descriptions of the programs are detailed in Section 4.3 of this proposal.

2. Understanding of the Project

Proposer shall provide a summary of the project and its understanding of the needs of the City of Avondale and its population. Clearly state your firm's understanding of the needs of the City, the Avondale Police Department, and the Avondale City Court, as each relates to this RFP.

American Traffic Solutions, Inc. (ATS) understands that the City of Avondale's population is growing rapidly and needs to increase traffic safety through the successful implementation and operation of a mobile photo radar program. ATS currently has the contract with the City for its existing red light photo enforcement safety program. We understand that the City will need at least one (1) mobile enforcement unit, and we are ready to provide and operate a mobile photo radar van for the City's program. We also understand that the mobile photo radar program will be in place for a six-month trial period at various locations in the City. ATS will continue to work closely with the Avondale Police Department and the Avondale City Court on this program, however, since the speed program utilizes the same violation processing system and court infrastructure, we anticipate that training focused on how to view and interpret speed violation images will be required, as well as an overview of our Axsis™ SC-300 system will be needed. We understand that the Police Department will direct the program and that the City Court will provide necessary input and support as it applies to the program.

ATS will operate and staff the mobile speed enforcement vehicle and the Police Department will have final approval (as with red light violations) on each captured event. Our photo enforcement and traffic safety programs leverage highly effective people, efficient processes and advanced detection and imaging technology which are guaranteed to produce outstanding results which will be recognized and supported by the people who live and drive in the City of Avondale.

3. Proposed Services Provided

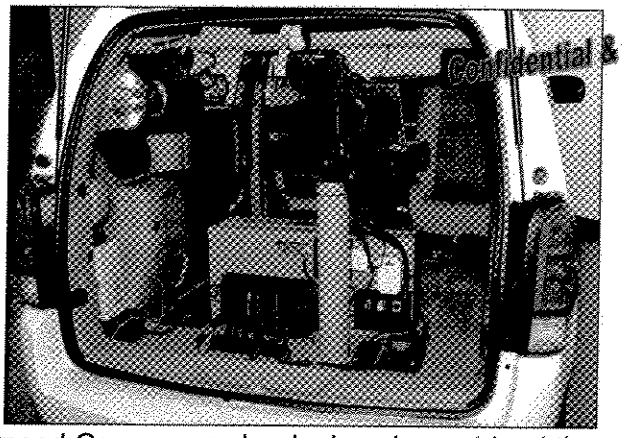
3.1 Scope of Work

(a) Proposer shall describe proposed services as related to the Scope of Work.

3.1.1. SC-300 Mobile Radar Speed Camera System

American Traffic Solutions has developed a range of high-performance, next generation traffic violation enforcement and imaging technology. The Axsis™ SC-300 Digital Radar Speed Camera System represents the current state-of-the-art in terms of discreet vehicle detection and photo-electronic imaging technology. Key features include:

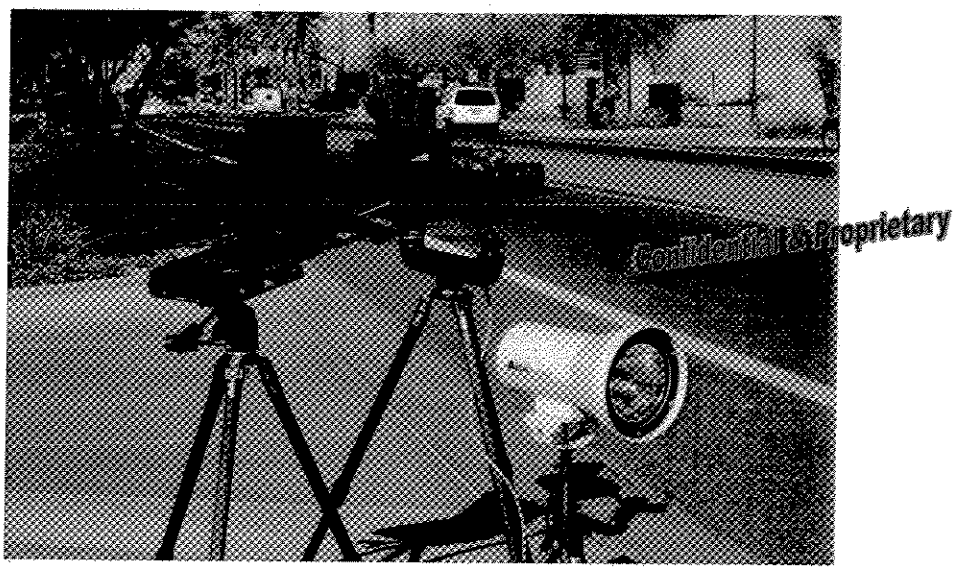
- High resolution of over 12 million picture elements (pixels) per image (4,288 x 2,848)
- Narrow field of view for better violator isolation and fewer disputes
- Higher frequency and more difficult to detect Ka Band radar and signal processing using weighted wavelet analysis for accurate speed measurement up to 155 MPH
- Automated capture of four (4) lanes of traffic
- Ability to capture five (5) full resolution digital (not video) images per second
- Full color digital imaging for better image review and enforcement results
- Dynamic image ranges emulating traditional film quality
- Virtually no delay from sensor to image capture for extremely precise vehicle positioning
- Rapid recycle Xenon strobe lighting options
- Compact self-contained components can be mounted separately for convenient integration in fully-equipped patrol car or van.
- Can be deployed on a tripod for School or Work Zone enforcement



The Axsis™ SC-300 Digital Radar Speed Camera was designed and engineered by professionals dedicated to delivering solutions to the toll and traffic enforcement industries for over a decade. The design of the Axsis™ product reflects industry best practices and supports the increasingly important role of image-based violation enforcement.

The Axsis™ system is comprised of five portable elements including: radar head, controller, camera, strobe and a laptop user interface.

Additionally, our Axsis™ SC-300 Digital Radar Speed Camera can be deployed on a tripod thus allowing the Police to enforce many of the school zones that are too small or too narrow to park a deployment vehicle.



3.1.2. Axsis™ SC-300 Digital Camera

The Axsis™ camera provides a color image sensor with 12.4 million picture elements (4,288 x 2,848) and offers resolution capable of clearly capturing up to four lanes of traffic. It is capable of capturing images at a rate of 5 frames per second at a shutter speed of up to 1/8000th of a second. Shutter speed is controlled automatically by the Axsis™ controller depending on actual light conditions. This typically varies between 1/640th and 1/1250th of a second.

The competing manufacturers typically offer a 1,280 x 1,024 pixel array progressive scan video camera (only 1.4 million pixels). These have a maximum effective deployment range of one to two lanes and will have significant variation in vehicle positioning due to the effects of video image capture compared to more predictable single-lens reflex camera performance. The Axsis™ SC-300 camera has an image sensor that is over 23 mm x 15mm while the competing cameras have images sensors that are approximately 10mm x 8mm. The Axsis™ SC-300 sensor is twice the size and over twice the resolution. The images are twice as clear and will produce 30-50% more usable images.

Each photographed violation receives a unique identifier at the time of violation. The image and corresponding data is identifiable by a Date/Time-stamp, Location code and Technician identifier. Each of these components allows our Axsis™ processing system to efficiently locate and reproduce the violations.

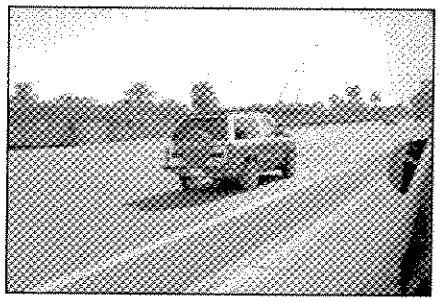
The camera uses Axsis™ brand Compact Flash technology for image and data storage ranging from 512MB to 8GB. Images are usually 500Kb to 3Mb before compression, allowing 500 to 1000 images on a 512Mb Card.

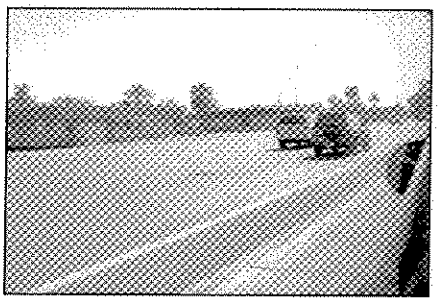
3.1.3. Advanced Multi-Shot Functionality

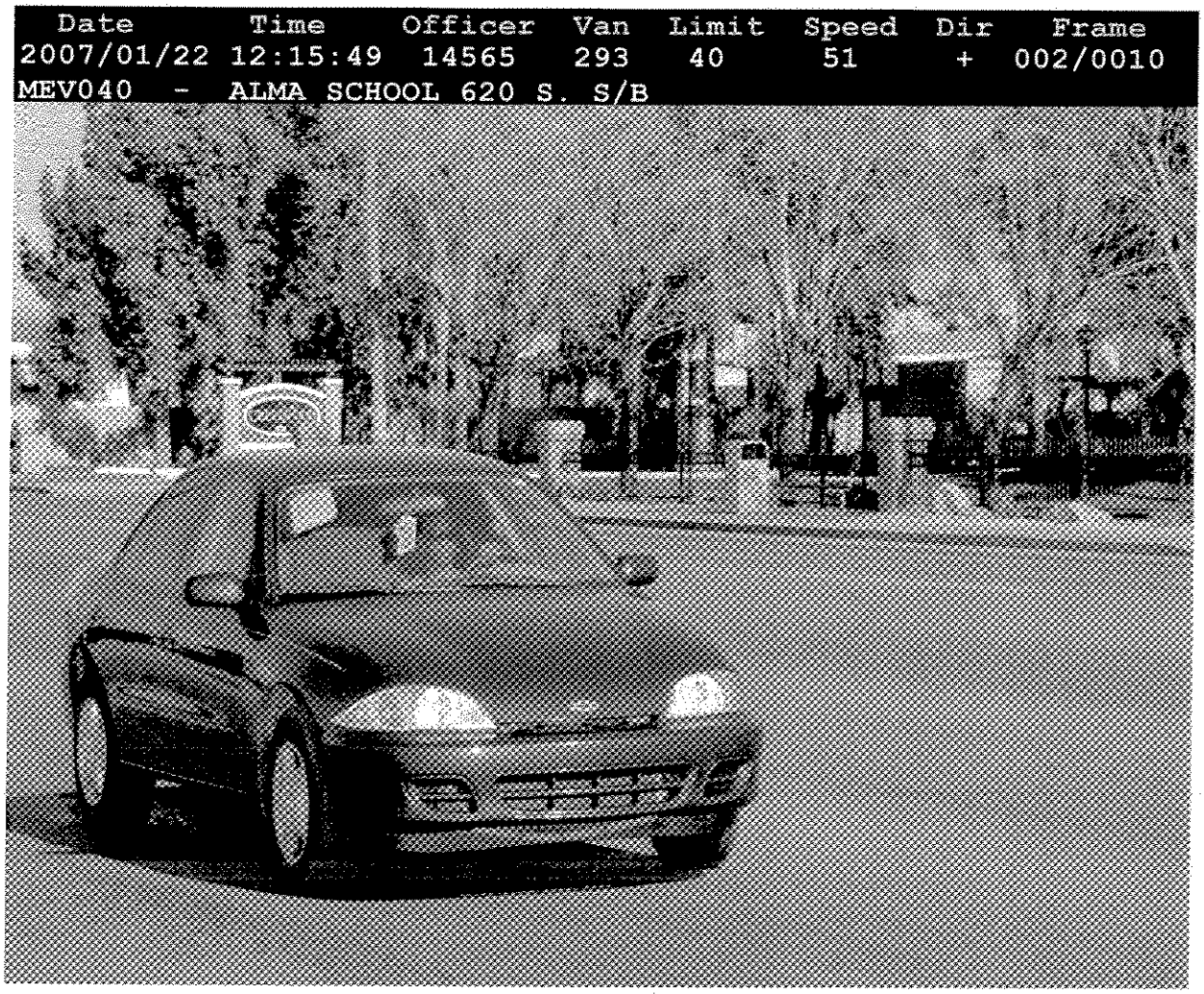
The ATS SC-300 radar speed camera unit is unique among twin camera systems. It utilizes advanced tracking logic to trigger the frontal violation image with driver identification and it then triggers up to three subsequent violation images of the rear of the vehicle as it passes the speed camera van. This function triples the odds of capturing a clear and unobstructed image of the license plate of the speeding target vehicle. This functionality was developed to counteract drivers who slow down quickly to evade detection and those vehicles that may be blocked by another passing vehicle. The following provides samples of the Multi-Shot™ system.

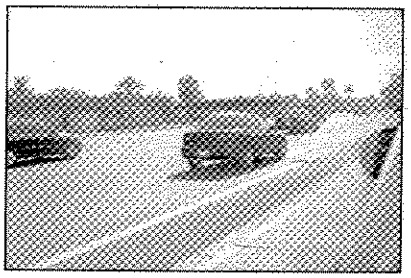
ATS ©2007 American Traffic Solutions, Inc.
Proprietary and Confidential

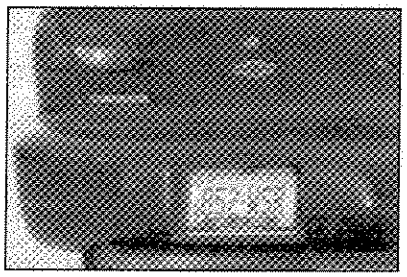
Date Time Officer Van Limit Speed Dir Frame
2007/01/22 12:55:16 14565 293 40 54 + 002/0016
MEV040 - ALMA SCHOOL 620 S. S/B

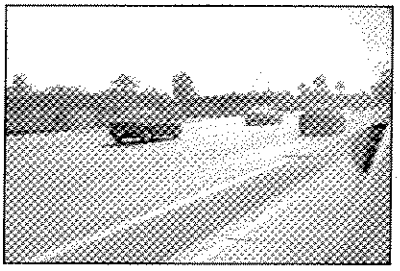


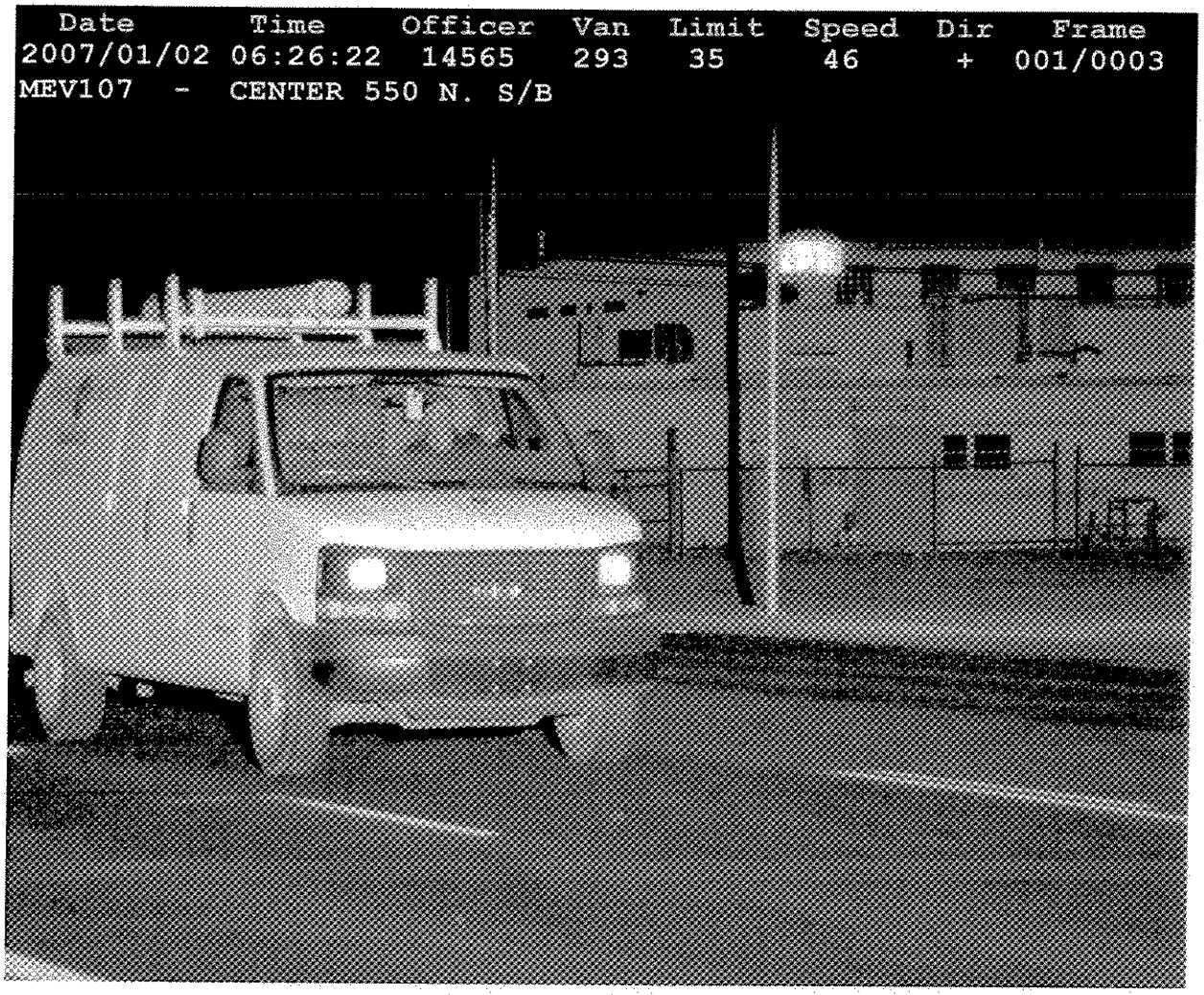


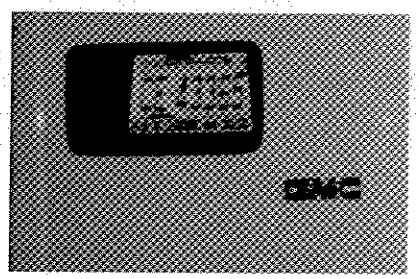

Date Time Officer Van Limit Speed Dir Frame
2007/01/22 12:15:49 14565 293 40 51 + 002/0010
MEV040 - ALMA SCHOOL 620 S. S/B





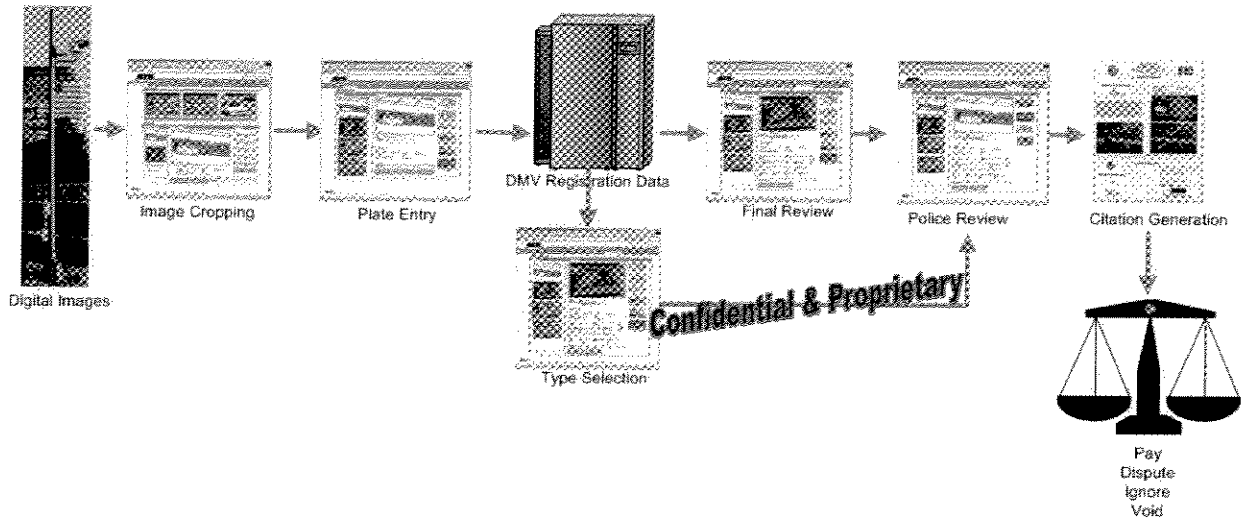






3.1.4. Citation Generation and Process

We utilize the same Axsis™ VPS (Violation Processing System) that processes red light violations to process speed violations. This full-featured and web enabled red light camera violation processing solution is installed and maintained by ATS at our Scottsdale Data Center. The system has been designed to enable image review and full processing of traffic violations for enforcement programs worldwide. This application will enable authorized Avondale and police personnel to perform the processing functions from any location with Internet access.



Axsis™ VPS supports the following system and service capabilities:

- Field service image quality audits
- Chain of Custody support
- Digital image loading, image cropping and image enhancement
- Initial image review and license plate entry
- Extensive U.S. and Canadian DMV accessibility
- Multiple Plate Types and Multiple Owners Selection Screens
- Routing of violations to the Contract Administrator to review those with fictitious plates, altered plates, suspended plates or those reported stolen
- Quality control image review by a second operational staff member
- Determination of whether to issue a Citation and Notice of Violation based on whether the gender of the driver matches what is apparent in the image and whether the vehicle is registered to a corporation or an individual.
- Citation printing and mailing
- Document Escalation / Process Serving for overdue unpaid citations / notices
- Postal returned mail processing
- Transfers of liability based on identification of the driver
- Customer call handling and support
- Hearing and Adjudication Support including automated evidence package generation
- Inbound and outbound customer correspondence management
- Statistical, Financial and Operational report generation
- Archiving, data management and security

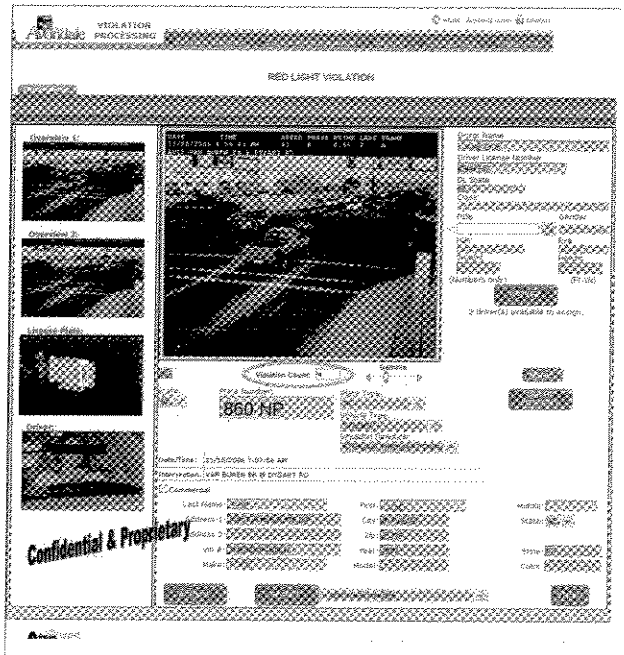
3.1.5. Complaint Approval Process

3.1.5.1. Police Review

The Axsis™ Police Review functionality supports all required function of approving or disapproving Citations. The system has been designed for ease of use and is intuitive, requiring minimal time (10 – 15 seconds) for an officer to approve or reject violation images which equate

to over 100 violations every 30 minutes. Other vendor systems require substantially more time to download, review and approve. We will work with the Police to train existing personnel the differences between speed and red light violations.

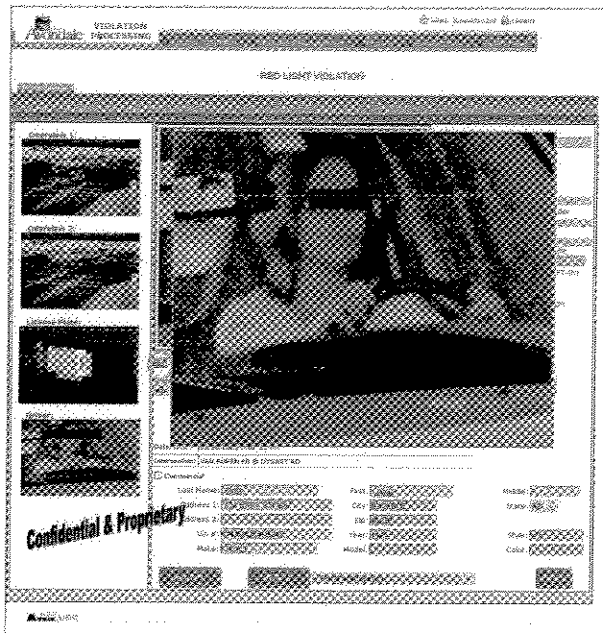
At Police Review, if the violation is un-actionable, then the authorized personnel will select the appropriate reason and Reject the violation. A complete audit trail of rejected image reasons is maintained. The following illustrates the Axsis™ VPS Police Review Screens and process for police review:



Police Review Screen—A Shot

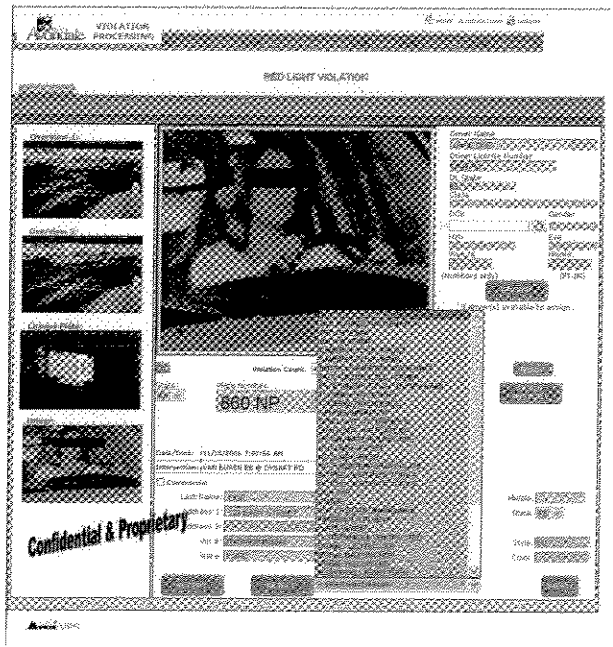
The number of violations remaining to be processed at the Police Review screen is shown above the plate number.

The Police Review screen also provides a cursor-over pop-up which effortlessly pops up a larger image of the selected image. When the cursor glides over the magnifying glass, the selected image immediately pops up and overlays the screen. No clicking is necessary. A sample is shown below.



Police Review Screen—With Cursor Pop Up

Authorized Avondale Police personnel shall have the final review of all violations and their images. Assigned and approved City personnel can view, approve or reject any images of violations. To reject, a reason is selected from a drop down list.



Police Review Screen—Customizable Reject Reasons

3.1.6. Citation Format and Tracking

ATS currently holds the contract for the City's current red light photo enforcement program, so we have a citation format that was created for the City of Avondale and was approved by the Arizona Supreme Court. We have utilized this similar format for speed violations for the cities of Phoenix and Mesa. Sample of the citations issued for Phoenix can be found in Appendix B.

Once a violation has been approved by authorized Avondale Police personnel, it is mailed within 24 business hours. Postal service delivery time ranges from one to three days.

3.1.7. Internet Site

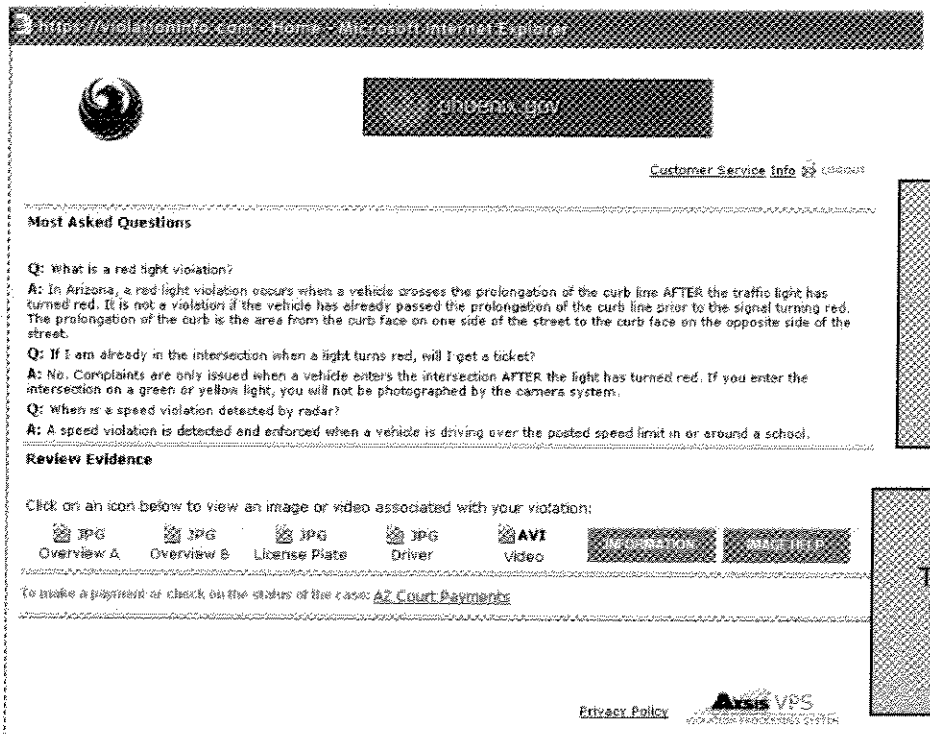
As with the red light violations, speed violators may log onto **www.violationinfo.com** to view their violation images. The website established for this service is secured to prevent and prohibit unauthorized access to the violation database.

The citation includes instructions to log into the website. The Notice number and PIN are provided on the citation inside a red box at the upper right hand corner of the citation:

The Login screen includes a Help link, which provides instructions to log into the site. The web page also includes a "Privacy Policy," which explains the ATS privacy policy for the site.

Once logged into the site, it is customized with the logo and banner of the City. The top three most frequently asked questions are presented first.

The following illustrates a typical screen view for violators that login to the website. ATS will work with the City to determine what elements and information the City wants available for the public to view.



Info / Information

Fact Sheet concerning Automated Red Light Photo Enforcement and Frequently Asked Questions

Top Three FAQs

Top Three Frequently Asked Questions at the Customer Service Center

Images and Video

The Violator can click on each icon to view each image and the video

Payment and Status Court Link

The Violator can click on link and will be redirected to a different website to pay or check on the status of their case

3.1.8. Interface with City Information Services and City Court Software

ATS has extensive experience providing court systems and support in Arizona. Currently, we are providing such systems and support to the cities of Mesa and Phoenix. Since ATS has the photo enforcement contract with the City of Avondale, ATS has already integrated its Axsis™ Violation Processing System with the AZTEK computer software system in Avondale. As such, no changes or delays will be required to implement the speed camera program.

3.1.9. Training

ATS will provide a range of training to ensure that all users are properly trained in all relevant aspects of the systems and program. Because the violation processing technology and court integration is the same as the red light camera program, our training will focus on understanding the speed equipment and violations. ATS is able to provide comprehensive training to any number of City employees deemed necessary by the City of Avondale. ATS will provide any other training necessary for the City of Avondale to understand, implement and utilize our red light camera enforcement system effectively and efficiently.

Typically our class size is small and limited to 5 to 10 to maximize each participant's learning experience and interaction with our instructor.

3.1.10. Court Testimony

ATS maintains all documentation and staff needed to testify as to the accuracy, calibration, maintenance, repair records, technical operation and effectiveness of the digital camera systems and related equipment for contested complaints. Expert witnesses will be provided as needed during the duration of the program at no additional cost to the City.

The Axsis™ system will know when court trials are needed, and ATS operations will create notifications to required parties. However, witnesses and technicians are not normally required for prosecutions.

3.1.11. Reports

The Axsis™ VPS System provides a core set of useful management reports and a wealth of statistical data for long-term analysis of violations and violation trends. City of Avondale authorized staff will be able to receive reports by email, or via self service directly through the Axsis™ web interface. The reports are grouped by Statistical, Financial, and Operational data types. In fact, the City may want to have certain people receive defined reports only by email, while the City Manager may wish to have direct access.

The reporting module of the Axsis™ VPS System provides a drop-down menu that allows the user to quickly find the report they would like to view. Reports are written in Crystal Reports which allows for data exporting into a Microsoft Excel or ASCII Delimited Format.

The monthly reports will contain the information that the City requires as stated in the RFP.

ATS ©2007 American Traffic Solutions, Inc.
Proprietary and Confidential

3.2 Project Manager

(b) Identify the Project Manager, including specific qualifications and experience related to the management and development of projects similar to the scope detailed in the RFP. Include project reference contact names and telephone numbers.

We have proposed Mr. Bill Burke as the Project Manager. Mr. Burke is currently the Project Manager for the City's Red Light Camera Program. He has established working relationships with the Police, Courts and the City. In addition to his knowledge of Avondale, Bill has more local photo enforcement project management experience than anyone else in the state. He managed the implementation of Mesa's program (twice) which includes 4 mobile photo speed vans and Phoenix (twice) which operates 2 mobile speed vans and now Glendale. Bill has the full support of ATS and is fully authorized to make project level decisions and commitments required to deliver agreed service levels and maintain the customer relationship and program commitments.

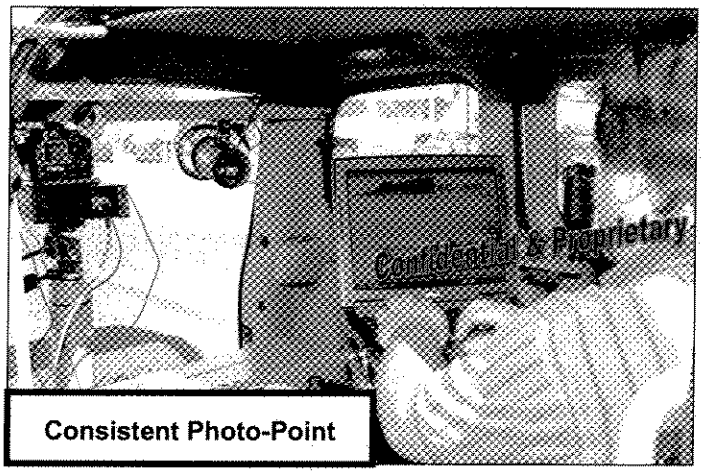
Name and title	Mr. Bill Burke, Project Manager
Professional Background	Bill Burke has worked in the Red Light Camera Industry since 1996. Mr. Burke manages all Arizona programs including City of Mesa's Photo Safety Program and the City of Avondale's Red Light Camera Program. Additionally, he was the program manager for the photo enforcement programs in Phoenix, Mesa and Scottsdale while with another firm. Mr. Burke will serve as the City's main point of contact. He will be the liaison between all ATS internal resources, subcontractors, sub consultants, personnel, City, State and County agencies. His scope will include: • Manage regional operations for safety technology vender providing outsourcing solutions to state and municipal governments. • Program Management responsibilities assuring business development, growth and contractual compliance. • Design, establish, implement and manage productive and cost effective work processes meeting business objectives, contractual compliance standards and client expectations.
Relevant Project Experience	• City of Mesa, Arizona, Red Light and Speed Enforcement Program, Project Manager • City of Avondale, Arizona, Red Light Program Project Manager • City of Phoenix, Arizona, Red Light and Speed Enforcement in School Zones Program, Project Manager • City of Glendale, Arizona, Red Light Program, Project Manager • City of Jackson, Tennessee, Red Light Program, Project Manager • City of Scottsdale, Arizona, Red Light Program, Project Manager • City of Corpus Christi, Texas, Red Light Camera Test Program, Project Manager • City of Boulder, Colorado, Red Light Program, Project Manager

Project References	• City of Mesa Police Department, Sgt. Joe Bonacci, (480) 644-2459 • City of Phoenix Police Department, Lt. Mark Cousins, (602) 495-7804 • City of Avondale Police Department, Lt. Gary McCarthy, (623) 478-3733

3.3 Performance Standards

(c) Specify performance standards, in detail, by which the accuracy of equipment is measured.

The Axsis™ system meets all currently published IACP ATR Standards and ATS will provide units that meet these standards for this contract.

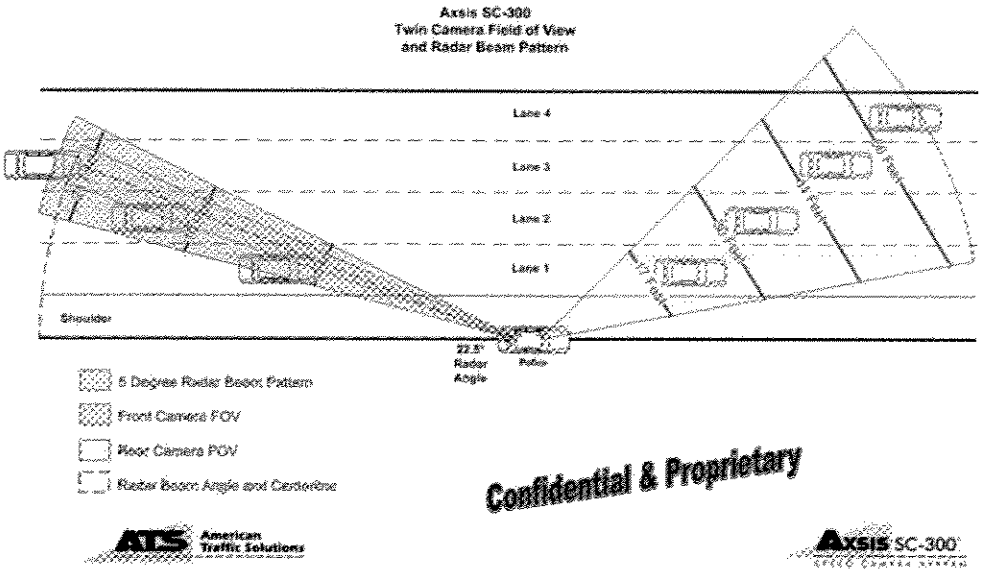


Consistent Photo-Point

The Axsis™ SC-300's ultra-narrow radar beam enables laser-like performance without the traditional drawbacks associated with laser detection. European radar units (such as Ramet or Multanova) used by the competition have radar beam widths as wide as 32 degrees. The SC-300 has an ultra-narrow, 6-degree radar beam that delivers precise vehicle positioning which enables the use of high power telephoto camera lens. The telephoto lens isolates the violator at the photo-point and ensures that there is normally only one vehicle in the violation image in most cases. In addition to enabling crystal clear images and vehicle isolation across multiple lanes, this unique configuration provides the best possible prima facie evidence.

The Axsis™ system will provide flexibility of operation including the ability to deploy the radar on a tripod in dense urban locations that preclude deployment from a parked vehicle.

The profile of the Axsis™ radar is fan shaped at 5° ±1° with negligible side lobes (34Db). The net effect to the user is a very precise and extremely narrow radar beam. Only one vehicle will be in the beam at one time. This means that the system can detect more vehicles and capture more violations. This is much more precise than the European radars.



The Axsis™ system is capable of measuring the speeds of approaching and/or receding traffic. All traffic data is automatically stored in memory or on digital media. The data are logged as a separate ASCII file, recording all information from the deployment including the speed, date and time of each vehicle passing the radar unit. Additionally, the data collected includes: the radar unit and camera ID number; the officer's name and code number; the location code and description; the direction of travel; the speed limit; trigger speed; beginning and ending times; and status of various peripheral components.

The Axsis™ radar uses 34.6 GHz Ka Band radar antenna utilizing advanced signal processing techniques. This radar provides accurate speed measurements and enables the radar to precisely position vehicles within the image frame. Unlike most speed camera systems, which use older technologies, Axsis™ is not "fooled" by an accelerating or decelerating vehicle. Axsis™ signal processing technology enables the radar to more easily differentiate between noise, multiple targets, and uneven speeds.

The central processor analyzes the reflected radar signal to determine speed data and direction of travel for each vehicle as it passes through the beam. Multiple levels of quality control ensure that inconsistent readings in the signal are recognized and discarded.

The center operating frequency and the time-base oscillators of each unit are tested with laboratory equipment during manufacture. Additionally, each unit performs a continuous self-test using an internal calibration mechanism comparing the dual time-based standard within the unit. The accuracy of the system, stated below, meets IACP standards for ATR technology. The system is designed to generate speed measurements from 5 mph to 180 mph with a measuring accuracy as follows:

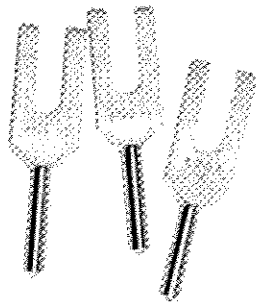
Range of Measured Speed	5 mph to 180 mph
Range of Guaranteed Measurement Accuracy	12 mph to150 mph
Range of Speed Limit Settings	5 mph to 120 mph
Speed Measurement Accuracy:	
a) to 100 mph	± 1 mph
b) over 100 mph	± 3%

The Axsis™ RLC-300 radar has been developed specifically for the intended purpose of monitoring traffic, measuring individual vehicle speeds across multiple lanes, and triggering a

camera based on critical positioning. Radar speed detection and camera radar enforcement has been proven in courts across the country and around the world.

3.3.1. Tuning Fork Calibration and Self Test

The Axsis™ radar system is programmed to complete a detailed internal system calibration and functionality check at deployment start-up. This check includes diagnostics to verify functionality of the camera controller, cameras and data capture devices. This diagnostic test is confirmed by the operator and results automatically written to the deployment log. Should this diagnostic test fail, the system will not allow further enforcement until any faults are corrected. A similar diagnostic test is automatically executed on a scheduled timeframe throughout each deployment, verifying the equipment is continuing to perform error free.



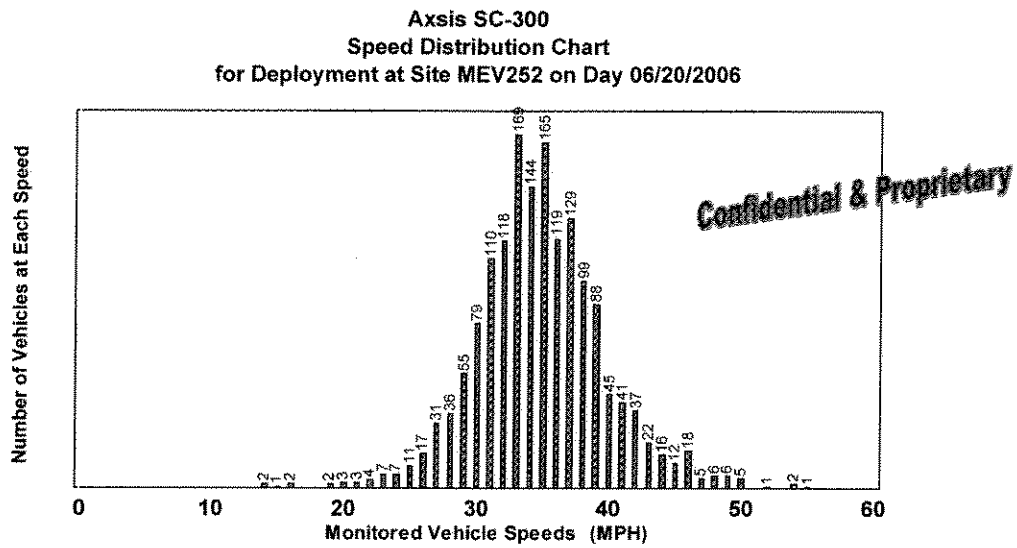
Additionally, ATS is the only vendor that supplies a radar capable of performing a non-electronic independent External Tuning Fork Test using a tuning fork like those used by traffic police for radar calibration and testing. If the radar unit fails the Tuning Fork Test, the system will not allow the deployment to continue and false prosecutions will be eliminated.

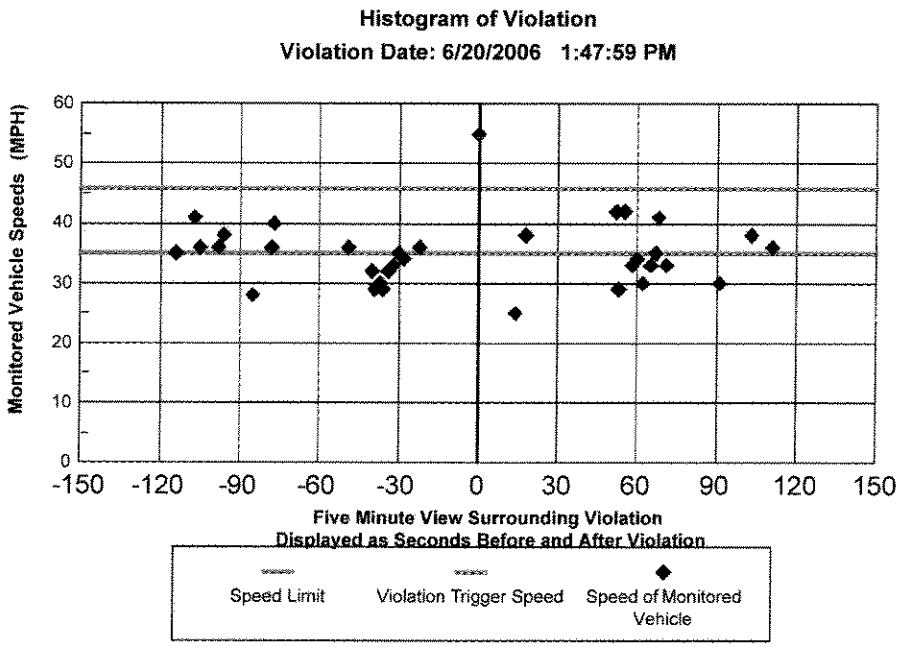
The Axsis™ radar system is designed for simplicity of use. The user interface is designed to prohibit input errors by the technician that will lead to violations being needlessly thrown out due to errors. Our Axsis™ system user interface automatically sets the trigger speed – to the threshold dictated by the Police, displays the location description to the operator – eliminating the possibility of having a "wrong location code" input.

3.3.2. Best Supporting Evidence for Speed Violations

The SC-300 and RLC-300S provide the best supporting evidence for speed camera violations. For each violation disputed, the officer can print a speed distribution chart and histogram for the violation in question. The Speed Distribution chart indicates the number of vehicles monitored at each speed level for the camera deployment period. The Histogram plots the position of the violator compared to a five-minute period surrounding the violation, clearly indicating the violator was traveling much faster than surrounding traffic. These together with the violation images provide incontrovertible evidence for the courts and police.

©2007 American Traffic Solutions, Inc.
Proprietary and Confidential

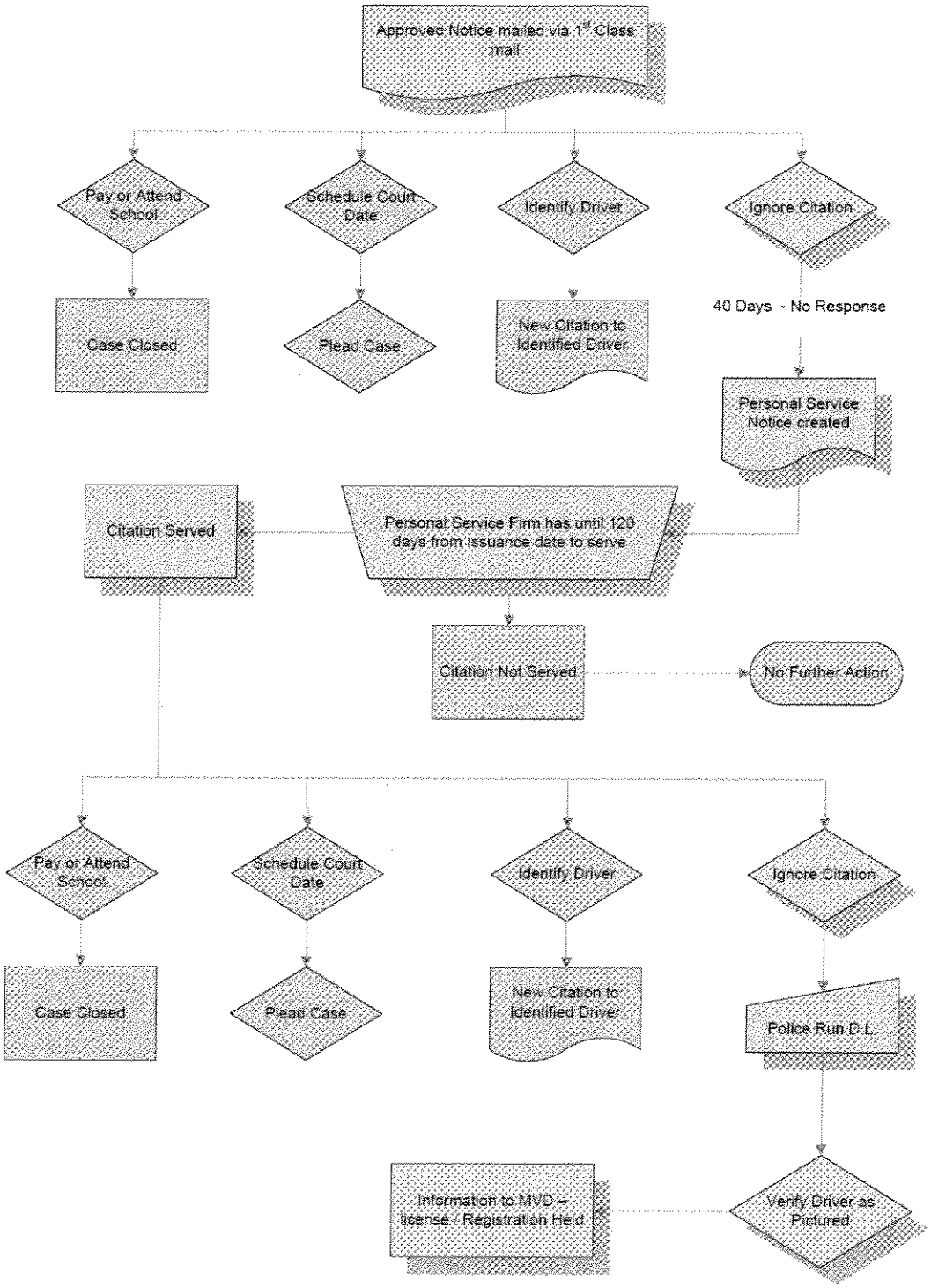




3.4 Process Services

(d) Describe in detail private process services in place and used by the Proposer's firm, whereby the process service fee is passed along to the violator. Submit your proposed method of providing this service, including the associated costs.

ATS is experienced at providing private process services and are currently providing such services for the City of Avondale's Red Light Camera Program. The following is a summary of the process service workflow:

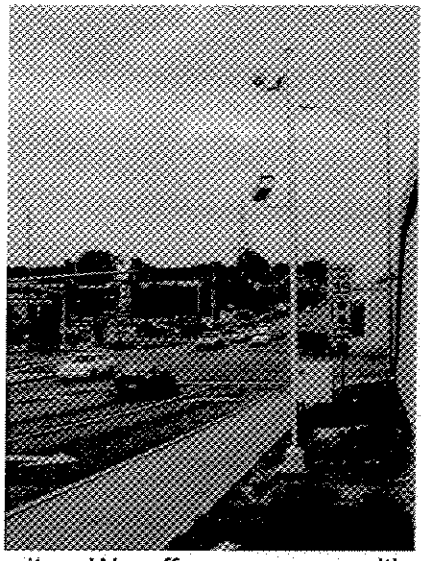

Approved Notice mailed via 1st Class mail
Pay or Attend School
Schedule Court Date
Identify Driver
Ignore Citation
Case Closed
Plead Case
New Citation to Identified Driver
40 Days - No Response
Personal Service Notice created
Citation Served
Personal Service Firm has until 120 days from Issuance date to serve
Citation Not Served
No Further Action
Pay or Attend School
Schedule Court Date
Identify Driver
Ignore Citation
Case Closed
Plead Case
New Citation to Identified Driver
Police Run D.L.
Information to MVD - license / Registration Held
Verify Driver as Pictured

4. Qualifications and Experience of Firm

4.1 General Information Relating to Organization

(a) Proposer shall provide general information relating to its organization, including years in business.

American Traffic Solutions, Inc. is a local, Arizona-based company which has been selected over all other vendors for every major Arizona photo enforcement program in the past three years, including **the City of Phoenix, the City of Mesa, the City of Avondale, and the City of Glendale**. Each of these programs was awarded to ATS after completing intense and thorough competitive RFP processes.



For the past 15 years, the principals of American Traffic Solutions have focused on photo traffic enforcement and violation processing as core business. Our extensive development, delivery and operational experience include many of the largest and most complex automated traffic enforcement and violation processing systems in the United States.

ATS has been a pioneer in the development of advanced traffic camera and violation processing technology and the delivery and operation of turnkey automated digital traffic camera enforcement programs. Our track record includes the implementation and operation of large and visible programs, including the City of Philadelphia and the New York City Red Light Camera Programs. **The New York program alone generates more than 330,000 violation notices each year**, and is among the largest photo safety programs in the country. Similarly, ATS offers a scalable system applicable to any size city. We offer resources with more than a decade of relevant experience with photo traffic enforcement. We invest heavily in research and development of leading-edge vehicle detection, photo electronic imaging and information technologies.

4.2 Firm's Organizational Structure

(b) Briefly describe your firm's organizational structure.

ATS is headquartered in Scottsdale, Arizona and has built a robust organization with a strong track record for consistently delivering superior photo enforcement solutions to our customers **on time**. Our principals implemented the nation's first traffic camera program in 1987 and have since been committed to the development of the photo traffic enforcement industry ever since. ATS offers unparalleled breadth and depth of direct, relevant industry experience, with an intimate understanding of traffic violation enforcement management technology, program implementation and business processes.

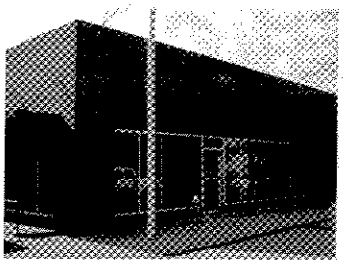
4.2.1. Corporate Headquarters

American Traffic Solutions is a local, Arizona company with its corporate offices in Scottsdale at 14861 North Scottsdale Road, Suite 109, Scottsdale, AZ 85254, less than 30 minutes from the Police Department, Court and Traffic Engineering for the City of Avondale. All of our key staff members are also local Arizona residents or companies. This will ensure timely and responsive service and support to issues. Our headquarters house our Manufacturing, IT, Marketing, Finance, and Project Delivery departments.

ATS Corporate Office

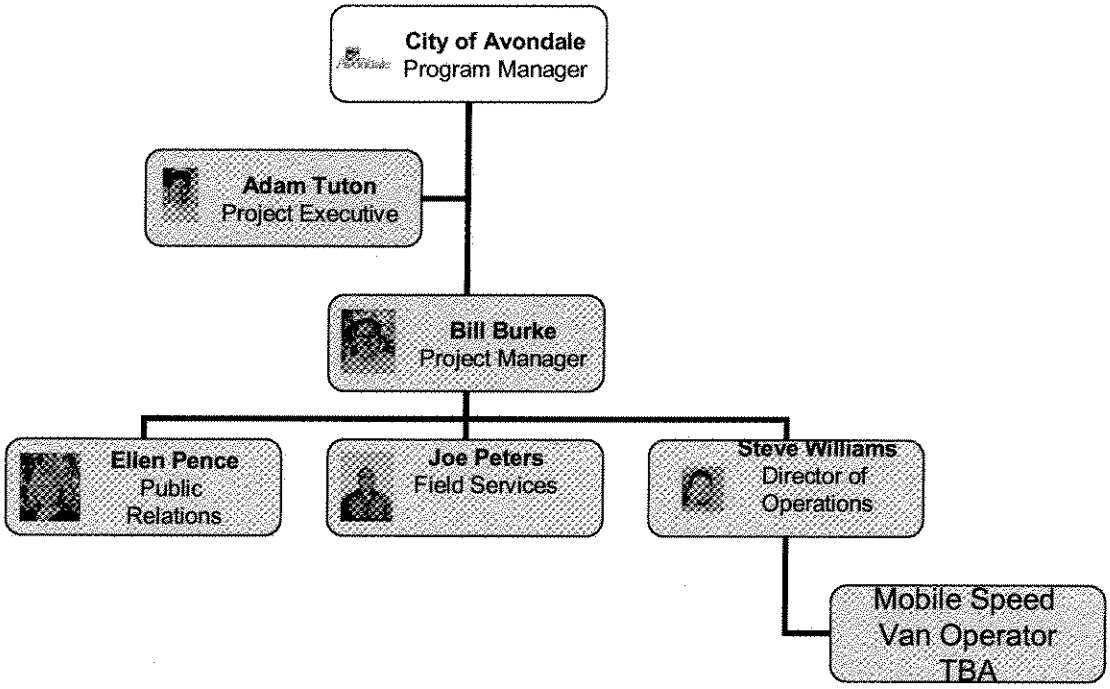
4.2.2. Customer Service and Operations Center

In addition to our headquarters, ATS has a customer service and maintenance center in downtown Mesa. This facility serves as the local service center for all of our Arizona programs. Located near the 101, 202 and US 60, this center is easily accessible. And as with our corporate headquarters, our doors are open to the City of Avondale at any time.



In addition to facilities, ATS maintains a comprehensive field services team and owns all the equipment necessary to maintain and install its systems in Arizona. ATS is the only vendor in the industry with a nationwide fleet of bucket trucks for safe and efficient installation and maintenance.

ATS has assembled a comprehensive team to implement and operate the City of Avondale's mobile photo radar program. Mr. Bill Burke will serve as the Project Manager and the point-of-contact for the City on this program as well as the Red Light Camera Program. Resources available to Mr. Burke include the nearly 200 ATS employees, including certified mobile photo speed van operators. Resumes for key members of the project team can be found in Appendix A. The resume for Mr. Bill Burke, the Project Manager is in Section 3.2.



4.3 Experience Providing Similar Services

ATS has provided mobile photo enforcement services to the Cities of Mesa and Phoenix and Calgary, Alberta Canada. Below are the details regarding those services.

Agency Name	CITY OF MESA Great People, Quality Service! City of Mesa, AZ
# of System Currently Operational	34 RLC approaches, **4 Mobile Speed Enforcement**, Fixed Speed Enforcement
Brief Description:	Full service replacement, upgrade and expansion of red light camera program. Program includes Fixed Green on Speed and local customer service office and **mobile speed enforcement deployment**. ATS provides image processing, court integration and support, maintenance, training, citation processing, and reporting.

Agency Name	City of Phoenix, AZ
# of System Currently Operational	12 RLC approaches, **2 Mobile Speed Enforcement**, Fixed Speed Enforcement
Brief Description:	Full service replacement, upgrade and expansion of red light camera program. **Program includes mobile speed enforcement deployment.** ATS provides certified speed van operators, image processing, court integration and support, maintenance, training, citation processing, and reporting.

Agency Name	Calgary, Alberta Canada
# of System Currently Operational	48 RLC approaches, **5 Mobile Speed Enforcement vans**,
Brief Description:	The Calgary program is the longest running and the largest digital photo safety enforcement program in Canada with 48 intersections equipped with cameras and 5 mobile photo radar speed enforcement systems. ATS has supported all of the City's photo enforcement technology needs since 1999. After a competitive RFP process, ATS was selected and awarded a contract to provide Calgary's Digital Photo Radar Camera Upgrade program, including new radar speed camera systems. ATS provides technology, installation support, maintenance services and front end and back office consulting.

4.4 Access to the Arizona MVD Records and Databases

(d) Proposer shall demonstrate the ability to obtain and maintain access to the Arizona Motor Vehicle Department ("MVD") computer records and databases.

ATS has established connections with the Arizona Department of Motor Vehicles through NLETS for retrieval of in-state vehicle registrations and driver's license information. We obtain data in batches every 15 minutes during working hours.

This step in the process of owner registration data is obtained automatically and without manual intervention by ATS staff or City of Avondale officials utilizing an automated online and real time interface established with NLETS (National Law Enforcement Telecommunication System).

In addition to the NLETS portal, ATS also maintains direct connections with DMVs across the country. We also have relationships with third party data providers and data mining service providers for skip tracing services. We process thousands of violations every day for our customers in WA, CA, CO, AZ, TX, TN, MO, MD, PA and NY, each of which also generate scores of out-of-state violations and record requests daily. Our hit rate is entirely dependent upon the quality of the data provided by each individual DMV. The current rate is in excess of 95%.

ATS currently performs this function for all of its active programs. These services have been used very successfully in the City of New York, Avondale, AZ; Greenwood Village, CO; Capitola, CA; Arnold, MO; and Red Bank, TN programs. Our out-of-state license registration has resulted in processing and locating an additional 40,000 registered owner records for the City of New York's program alone. This generated $2 million in additional revenue for the City, based only on a $50.00 civil penalty. Since we implemented out-of-state data retrieval, an extra $6 million has been collected for one customer alone.

5. References

Proposer shall provide a list of at least three other municipalities or organizations of a similar size to the City of Avondale in which work has been performed This list shall include, at a minimum, the following: (a) Name of company or organization; (b) Contact name; (c) Contact address, telephone number and e-mail address; (d) Type of services provided

Agency Name	City of Mesa, AZ
Primary Contact	Joe Bonacci Mesa Police Department 130 N. Robson Mesa, AZ 85201 (480) 644-2459 Joseph.bonacci@cityofmesa.org
Brief Description	34 RLC approaches, 4 Mobile Speed Enforcement, Fixed Speed Enforcement. ATS provides a full service replacement, upgrade and expansion of red light camera program. Program includes Fixed Green on Speed and local customer service office and **mobile speed enforcement deployment**. ATS provides image processing, court integration and support, maintenance, training, citation processing, and reporting.

Agency Name	City of Phoenix, AZ
Primary Contact	Lt. Mark Cousins Phoenix Police Department Traffic Bureau South

	3443 South Central Avenue Phoenix, AZ 85040 (602) 495-7804 Mark.cousins@phoenix.gov
Brief Description:	12 RLC approaches, 2 Mobile Speed Enforcement, Fixed Speed Enforcement, ATS provides operators for the Speed Enforcement vans. Full service replacement, upgrade and expansion of red light camera program. Program includes mobile speed enforcement deployment.

Agency Name	City of Calgary, Alberta Canada
Primary Contact	Sergeant Clive Marsh Specialized Traffic Enforcement Unit 403-295-7903 Email: cmarsh@calgarypolice.ca
Brief Description	The Calgary program is the longest running and the largest digital photo safety enforcement program in Canada with 48 intersections equipped with cameras and 5 mobile photo radar speed enforcement systems. ATS has supported all of the City's photo enforcement technology needs since 1999. After a competitive RFP process, ATS was selected and awarded a contract to provide Calgary's Digital Photo Radar Camera Upgrade program, including new radar speed camera systems. ATS provides technology, installation support, maintenance services and front end and back office consulting

Appendix A – Resumes for Key Personnel

The following are resumes from key personnel who will be assigned to this project.

Resume for Mr. Adam Tuton, Project Executive

Name and title		Mr. Adam E. Tuton, Project Executive Confidential & Proprietary
Professional Background		Adam Tuton has worked in the photo enforcement industry for more than 11 years. He has a successful track record for on-time delivery and has implemented violation processing operations in Alaska, Arizona, California, Colorado, Florida, Illinois, Kansas, Minnesota, New Jersey, New York, Pennsylvania, Tennessee, Texas, Utah, British Columbia, Calgary, Canada, and New Zealand. Mr. Tuton understands all aspects of traffic enforcement program implementation and operation, including: • Violation processing operations • Camera technology (design and manufacture) • Violation processing software systems • Business establishment • Construction and installation • Public awareness and education

Resume for Mr. Steve Williams - Customer and Client Services

Name and title		Mr. Steve Williams, Director of Operation Confidential & Proprietary
Professional Background		As Director of Operations, Steve has direct responsibility for managing performance on all client contracts to meet and exceed all client and company expectations. Steve's responsibilities include: • Managing the day to day operations of the violation and transaction processing operation and call center. • Developing of organizational strategy, hiring and deployment of staff resources, training, and client help desk, etc. • Developing and manages budget and supports revenue goals by assuring Customer satisfaction, revenue maximization and client retention. • Working closely with Project Management, Software Development and IT staff to ensure that client service levels are met.
Current and Past Relevant Employment		• American Traffic Solutions, July 2006 - present • Affiliated Computer Services, Inc., Strategic Business Unit Manager, October 2004-July 2006 • Schaller Anderson, Inc., Claims Operations Manager, March 2001-October 2004.

- First Health Group Corp, Manager, Corporate Quality Assurance, October 1996 – March 2001

Resume for Mr. Joe Peters – Field Operations and Maintenance

Name and title	Joe Peters, Field Operations & Maintenance Confidential & Proprietary
Professional Background	Joe has over 20 year's services management experience in the high tech / IT industry. He has experience supporting business critical applications, supporting "five 9's" uptime requirements, and an extensive variety of end user clients and applications. He has a great deal of experience in continual improvement processes, services process development, field service support and operations, and project management. He also has a strong track record in business management, which allows him to apply technology and processes to meet business goals and objectives. With this blend of project management and tactical field operations, Joe brings a set of experiences that enables ATS to provide a high level of support to our client base, providing maximum uptime of our systems, and minimal disruption when problems do arise.

Resume for Ms. Ellen Pence – Community Outreach

Name and title	Ellen Pence, Community and Communications Outreach Confidential & Proprietary
Professional Background	Ellen brings over 20 years of experience in municipal marketing and communications with two Arizona municipalities. She will oversee all aspects of the Public Awareness campaign working closely with Public Information Officer for the City and Police Department. Ellen is experienced at managing multiple projects and tasks and her knowledge, understanding and experience will ensure a successful public awareness effort.

Appendix B - Sample Speed Citation

Phoenix Municipal Court
P.O. BOX 25650
Phoenix, AZ 85002-5650

Arizona Traffic Ticket and Complaint
See reverse side.

Date Mailed: 01/29/2007

IF YOU ARE PAYING, complete the reverse side of this section and mail your payment in the enclosed postage-paid envelope.

By signing on the reverse page and returning this coupon, within 30 days of the date mailed, you are waiving personal service and avoiding the associated costs.

PHOENIX MUNICIPAL COURT
P.O. BOX 25650
PHOENIX, AZ 85002-5650

[redacted]
PHOENIX AZ 85053

(Cut Here) (Cut Here) (Cut Here) (Cut Here)

Phoenix Municipal Court
P.O. BOX 25650
Phoenix, AZ 85002-5650

Arizona Traffic Ticket and Complaint
See reverse side.

Date Mailed: 01/29/2007

IF YOU ARE NOT THE DRIVER, complete the reverse side of this section and mail in the enclosed postage-paid envelope.

By signing on the reverse page and returning this coupon, within 30 days of the date mailed, you are waiving personal service and avoiding the associated costs.

PHOENIX MUNICIPAL COURT
P.O. BOX 25650
PHOENIX, AZ 85002-5650

(Cut Here) (Cut Here) (Cut Here) (Cut Here)

Phoenix Municipal Court
P.O. BOX 25650
Phoenix, AZ 85002-5650

Arizona Traffic Ticket and Complaint
See reverse side.

Date Mailed: 01/29/2007

IF YOU ARE REQUESTING A HEARING OR ATTENDING DEFENSIVE DRIVING SCHOOL, complete the reverse side of this section and mail in the enclosed postage-paid envelope.

By signing on the reverse page and returning this coupon, within 30 days of the date mailed, you are waiving personal service and avoiding the associated costs.

PHOENIX MUNICIPAL COURT
P.O. BOX 25650
PHOENIX, AZ 85002-5650

CITY OF PHOENIX MUNICIPAL COURT
MARICOPA COUNTY, STATE OF ARIZONA
SUMMONS

You are summoned to appear, pay the fine amount, enroll in a defensive driving school if eligible, or request a hearing on or before 5/2007 at the Phoenix Municipal Court, 300 West Washington Street, Phoenix, Arizona 85003. If you fail to appear or respond as directed in this complaint, you will be subject to personal service of this Complaint and Summons and the cost of personal service will be assessed to you. In addition, you will be subject to a default judgment, the assessment of a fine, surcharge, and fees, and the suspension of your driver license. Your driver license or non-resident operating privilege will remain suspended until the fine is paid in full.

Date Mailed: 01/29/2007

Chief Presiding Judge

ARIZONA TRAFFIC TICKET AND COMPLAINT - AUTOMATED TRAFFIC ENFORCEMENT

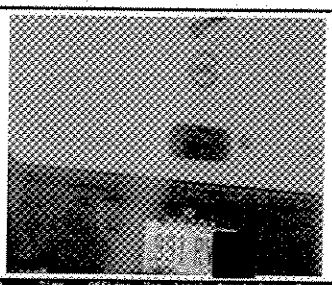
COMPLAINT NO.	8071000[redacted]		Restriction		Military	
Driver License Number	State	Class	Endorsements			
B13252516	AZ		M H N P T X D			
DEFENDANT	Name [redacted]					
Address [redacted]	City PHOENIX	State AZ	Zip 85053	Telephone		
Sex	Weight	Height	Eyes	Hair	Origin	DOB mm / dd / yyyy
VEHICLE	Color	Year 2002	Make NISS	Model XXE	Style 4DSW	License Plate No. 991F[redacted] / State AZ / Expiration 20071231
Registered Owner [redacted]						Vehicle Identification Number 5N1ED28Y52C52[redacted]
ON	Month 01	Day 23	Year 2007	Time 3:13	AM/PM PM	SPEED Alleged 20 / Lawful 15
AT	Location/Intersection SWEETWATER - 4602 SWEETWATER AVE WB					
IN VIOLATION OF	ARS 28-797E	Violation Description SPEED GREATER THAN 15 MPH IN SCHOOL ZONE				

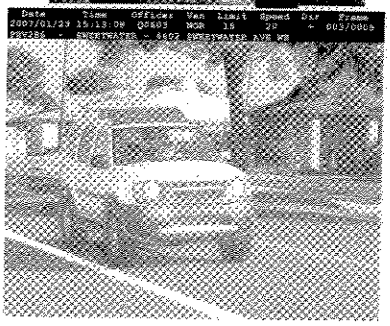
I hereby certify that I have reasonable grounds to believe, and do believe, based on my examination of digital images and data associated with this violation, that the person named herein committed the civil traffic violation listed above.

Complainant: WILLIAM FISHER — ID: 3976
Witness: THOMAS KENT — ID: Q0603
Date Issued: 01/29/2007

COURT LOCATION	**PHOENIX MUNICIPAL COURT** **300 W. Washington, Phoenix, AZ 85003**	YOUR COURT DATE *	Mo. / Day / Yr. 03/05/2007	Time (am/pm) 8:30 AM

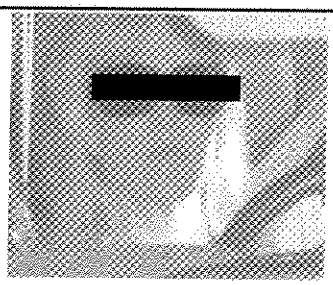
* If the fine amount of $253.00 is received by the court prior to 3/5/2007 you will not need to appear in court.





You may view your photos and video online by logging in with your Notice No. and Pin No. at www.ViolationInfo.com

NOTICE NO.:0310700005[redacted]
PIN:[redacted]



You may pay your fine online by logging in with your
CASE NO. 3590712
at www.azcourtpay.com

Complaint No.: 80710000[redacted]
Name:[redacted]

PHOENIX MUNICIPAL COURT
P.O. BOX 25650
PHOENIX, AZ 85002-5650

If you were the driver, and your name does not appear on the complaint, complete this form and return in the enclosed postage-paid envelope.

DECLARATION OF ADMITTED DRIVER

Print Your Full Name: _____
First Middle Last

Driver License No.: _____ State: _____ Date of Birth: _____

Street Address: _____ City: _____ State: _____ Zip: _____

I declare that I have reviewed the complaint, and that I was the driver of the vehicle referenced on that complaint at the time of the alleged violation. **I am providing a legible copy of my driver license or government-issued photo identification card.** I request that comparison be made between the provided copy of my photo identification and the images of the alleged violation. I understand that a photograph on file with MVD may also be compared with the image of the alleged violation if further substantiation is required.

I enter my appearance and submit to the jurisdiction of the court. Signing this declaration is not an admission of responsibility for the violation. By signing below, I declare under penalty of perjury, that the above information is true and correct.

SIGN HERE: _____
(Date) (Area Code) Telephone Number

To Be Completed by the Registered Owner and Returned in the Enclosed Postage-Paid Envelope

WAIVER OF SERVICE FOR REGISTERED OWNER

PHOENIX MUNICIPAL COURT WAIVER OF SERVICE OF SUMMONS AND COMPLAINT

To waive personal service, you must complete and sign below. Return the signed copy in the postage-paid envelope provided within thirty (30) days of the date mailed.
Date Mailed: 01/29/2007 When you return this signed Waiver of Service of Summons and Complaint to the Court, you are NOT admitting responsibility for this violation charged in the complaint.

NOTICE: If you fail to waive service of the Summons and Complaint within thirty days of the date mailed, per Rule 4.1(c) of the Arizona Rules of Civil Procedure, and the Phoenix City Code, you will be served personally by a process server at your own expense. It is not good cause for a failure to waive service that you believe the complaint is unfounded. The minimum charge will be $40.00 regardless of whether you are responsible or not responsible for the violation charged in the complaint.

PLEASE SIGN: Without admitting responsibility, I hereby waive personal service of this Summons and Complaint. I understand that if I fail to complete one of the options to satisfy my appearance requirements as indicated on Page 2, a default judgment will be entered against me, a fine will be imposed, and my driver license will be suspended.

Print Full Name	Driver License Number State
Street and Number	Date of Birth
City State Zip	Signature Date

COMPLAINT NO.:80710000984 NAME: KIM ALLAN SCHERTZ

Appendix C – Vendor Information

©2007 American Traffic Solutions, Inc.
Proprietary and Confidential

VENDOR INFORMATION

By signing this Agreement the submitting firm certifies that it has reviewed the administrative information and draft Professional Services Agreement's terms and conditions and, if awarded the contract, agrees to be bound thereto.

American Traffic Solutions, Inc.
FIRM SUBMITTING PROPOSAL

48-1114931
FEDERAL TAX ID NUMBER

Adam Tuton, Executive Vice President/COO
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

14861 N. Scottsdale Rd., Ste. 109
ADDRESS

(480) 443-0811 (480) 607-0901
TELEPHONE FAX #

Scottsdale, AZ 85254
CITY STATE ZIP

2/2/07
DATE

WEB SITE: www.atsol.com

EMAIL ADDRESS: adam.tuton@atsol.com

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Pricing

	Per Paid Citation Fee
One (1) or more Mobile Photo Radar Enforcement System	**$See table below**
Process Service Fee (Process service fees shall be charged only on successful service of citations.)	**$40 in county** **$75 out of county**

Fee Structure

We offer the following fee structure based on a fee per paid notice:

0- 150 per month	$85.00
150-1,000	$50.00
1,001-1,500	$45.00
1,501-2,000	$40.00
2,001+	$35.00

Service Level and Additional Contract Terms

ATS will provide a manned Axsis™ SC-300 Radar Speed Camera and vehicle for a minimum of 160 hours per month. The camera shall be deployed on roads with a traffic volume of 10,000 vehicles per day (average) for at least 85% of the hours. It may be deployed in school or construction zones up to 15% of the deployed hours. It is anticipated that the camera will generally be deployed between the hours of 6 AM and 10 PM up to seven days per week.

The camera deployment schedule will be developed monthly by the police department with input from ATS.

ATS will provide court testimony for contested violations.

ATS assumes that the violation trigger speed will be 5 miles per hour over the posted limit in School and Construction Zones and 11 miles over the limit in all other zones, unless authorized to set a different speed threshold by police.

©2007 American Traffic Solutions, Inc.
Proprietary and Confidential

CITY COUNCIL REPORT

SUBJECT:
Letter Agreement - Arizona Call-A-Teen

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Gina Montes

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To establish a Memorandum of Understanding (MOU) between the City of Avondale and Arizona Call-A-Teen Resources Inc. in order to create a cooperative working relationship between Arizona Call-A-Teen Youth Resources, Inc. (ACYR) and the City of Avondale, Neighborhood and Family Services Department to provide workforce development services to youth and young adults in the City of Avondale.

BACKGROUND:

On January 7th, 2007 representatives from the Avondale's Neighborhood and Family Services Department and Arizona Call-A-Teen Resources Inc. met to discuss the possibility of partnering to provide workforce development services to Avondale youth. ACYR has established similar partnerships with other WestValley municipalities including the City of Tolleson and the City of Glendale to provide workforce development and educational services with notable positive outcomes.

DISCUSSION:

The objective of this partnership between Avondale and ACYR is to assist youth in the development of work readiness skills that will enhance the likelihood of finding and maintaining future employment. As a component of this collaboration ACYR has offered to provide in-kind staffing to facilitate a program. This work readiness program will provide the following opportunities to eligible/registered participants:

· Paid Work Experience
· Occupational Skills Training
· Mentoring
· Tuition Assistance
· Support service including transportation and school/work tools and supplies

In support of this partnership, it is requested that the City of Avondale provide classroom/meeting space, participant referrals and marketing.

BUDGETARY IMPACT:

The City of Avondale will incur no direct costs.

RECOMENDATION:

Staff is requesting the City Council approve the Memorandum of Understanding to create a partnership between Avondale and Arizona Call-A-Teen Resources Inc.

ATTACHMENTS:

Click to download

- Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

The intent of this Memorandum of Understanding (this "MOU") is to establish a cooperative working relationship between Arizona Call-A-Teen Youth Resources, Inc., an Arizona non-profit corporation ("ACYR") and the City of Avondale, an Arizona municipal corporation, acting by and through its Neighborhood and Family Services Department (the "City") to provide workforce development services to youth and young adults in the City of Avondale. Specifically, this MOU will define respective roles and responsibilities and establish the terms and conditions to which both entities will agree in their mutual commitment to enhancing the educational achievement of young people in the local area.

The City and ACYR desire to facilitate Workforce Investment Act by providing a workforce development services program for Avondale youth (the "WIA Program"). The City and ACYR anticipate that, as a result of the WIA Program, youth served will (i) develop work readiness Skills, enhancing the youth's ability to find and retain employment, (ii) develop occupational skills, thus improving opportunities for overall success in employment, (iii) earn necessary credentials that will enhance opportunities for increased self-sufficiency and (iv) increase options for entry into high demand, career path employment, thereby increasing opportunities for career advancement and higher earnings.

AGREEMENT

1. The City will provide the following:

a. Classroom and meeting space in locations and sizes to be determined by the City in its sole discretion for ACYR staff to facilitate WIA Program services and activities.

b. Marketing of WIA Program services and activities offered in conjunction with the City's customary publications.

c. Referral of youth, ages 16-21, who may be eligible to participate in the WIA Program, funded by the Maricopa County Workforce Development Division ("MCWDD").

2. ACYR will provide the following:

a. An array of services to eligible/registered youth, as appropriate, including:

(1) Career advisement and case management services.

(2) Work Readiness Skills Training.

b. Opportunities for:

(1) Paid work experiences

(2) Occupational Skills Training in the classroom or on the job

(3) Leadership skill building activities

(4) Mentoring

(5) Tuition assistance, as available

c. Supportive services, to include transportation assistance and school or work tools/supplies.

d. Staff to run the ACYR program. ACYR shall (1) ensure that all of its staff members who work with minor children shall hold valid fingerprint clearance cards and (2) conduct thorough background checks of all staff members.

e. Quarterly reports, including the following:

(1) Demographic Data

(2) Outcome Metrics

(3) Service Level

3. ACYR and the City agree to (a) maintain student confidentiality and safeguard student information and (b) regularly evaluate the operation and progress of the collaborative effort and make appropriate modifications to improve the quality of services to youth.

4. Certification of Authority. ACYR and the City represent and warrant to each other that the persons executing this MOU on their behalf have the authority to enter into this MOU, having been duly authorized by all necessary laws, resolutions or actions.

5. Indemnification. ACYR, and its contractor(s) and subcontractors, if any, shall indemnify, defend, save and hold harmless the City, and its respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, loses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused by the negligent or willful acts or omissions of ACYR or any of their directors, officers, agents, contractors or employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of ACYR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that ACYR will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

6. Proof of Insurance. While this MOU is in effect, each party shall secure and maintain statutory workers' compensation insurance, and such public liability insurance as is

reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of the party, its employees or agents. The minimum amount of such coverage shall be one million dollars ($1,000,000). Each party shall retain the option of discharging this obligation by means of funded self-insurance. Each party shall provide the other with proof of liability insurance.

7. Compliance with Applicable Policies and Laws. ACYR, its staff members and its program participants shall at all times comply with all City policies in effect at the time of the execution of this MOU or as adopted from time to time by the City. Failure to comply constitutes cause for the immediate termination of this MOU. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Orders 99-4 and 75-5, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

8. Maintenance. The City shall be responsible for maintaining its own property and shall reasonably clean, maintain and repair its property at its own expense during the term of this MOU. Notwithstanding the foregoing, ACYR shall clean up, immediately after each use, any waste, spills or equipment caused by/placed upon any property jointly used pursuant to this MOU. Each party shall be responsible for the repair of any damages to the property damaged during its use of the property. Upon termination of the MOU, ACYR shall remove any of its equipment or furnishings located on City property and shall restore the space it utilized to the same condition as existed prior to its use thereof, normal wear and tear excepted.

9. Term. The term of this MOU will commence on February 20, 2007, and shall remain in full force and effect for a period of one year thereafter, unless sooner terminated as set forth below. Thereafter, this MOU shall automatically renew for successive one-year terms unless either party gives notice to the other at least 30 days prior to the anniversary date of this MOU.

10. Entire Agreement. This MOU comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this MOU shall be made only in writing and signed by all parties to this MOU.

11. Termination. This MOU, or participation in the collaborative effort, may be terminated by either party upon 30 days' written notice to the other party.

12. Costs. Each party shall bear its own costs associated with performing its duties under this MOU.

13. Conflict of Interest. This Agreement may be terminated for conflict of interest pursuant to the terms of ARIZ. REV. STAT. § 38-511.

14. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arizona. without regard to its conflict of law provisions and shall

incorporate by reference all laws governing the agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

IN WITNESS WHEREOF, the City and ACYR have executed this MOU, which shall become effective as of the date of the last signature set forth below.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez-Rogers, Mayor

Date:_____

ATTEST:

_____
Linda M. Farris, City Clerk

"**ACYR**"

ARIZONA CALL-A-TEEN YOUTH RESOURCES, INC., an Arizona non-profit corporation

By:_____
Pamela L. Smith, Executive Director

Date:_____

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Restaurant Seafood Fish Ducks

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Deann Helman

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Mr. Juan Hernandez Ocampo for a Series 16 Restaurant license to sell all spirituous liquors at Restaurant Seafood Fish Ducks, located at 701 East Western Avenue.

DISCUSSION:

The City Clerk's Office received an application for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors from Mr. Juan Hernandez Ocampo, Restaurant Seafood Fish Ducks, located at 701 East Western Avenue, Avondale, Arizona. This is a new license for this applicant. The required fee of $850.00 has been paid.

As required by state law and city ordinance, the application was posted from January 24, 2007 through February 9, 2007 and a notice was published in the West Valley View on February 9,2007 and February 13, 2007. No comments were received. The Arizona Department of Liquor License and Control has accepted this application as submitted as complete.

Café Caribe was located at this address and had a restaurant liquor license. Restaurant Seafood Fish Ducks is located next door to Harvest Outreach Church, under Arizona state law, bars and liquor stores are not allowed within 300 feet of churches or schools, this does not apply to restaurant liquor licenses. The Police, Planning, and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff recommends that the City Council approve this request by Juan Hernandez Ocampo, Restaurant Seafood Fish Ducks, for a Series 16 Restaurant license, located at 701 East Western Avenue, Avondale, Arizona.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity Map

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 **This application is for a:**

- ☐ INTERIM PERMIT *Complete Section 5*
- ☑ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 **Type of ownership:**

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☑ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☐ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER Explain_____

SECTION 3 **Type of license and fees:** **LICENSE #:** 12076968

Department Use Only

1. Type of License: #12 RESTAURANTE 2. Total fees attached: $

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 **Applicant: (All applicants must complete this section)** P1053835

1. Applicant/Agent's Name: Mr. / Ms HERNANDEZ OCAMPO (Last) JUAN (First) (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Juan Hernandez Ocampo Et al
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: RESTAURANT SEAFOOD FISH DUCK'S B1031241
(Exactly as it appears on the exterior of premises)
4. Business Address: 701 E. WESTERN AVE. (Do not use PO Box Number) AVENDALE (City) MARICOPA (COUNTY) 85323 (Zip)
5. Business Phone: (623) 932-4705 Residence Phone: (623) 691-6054
6. Is the business located within the incorporated limits of the above city or town? ☑YES ☐NO
7. Mailing Address: 21989 W. HADLEY ST. (City) BUCKEYE, (State) AZ (Zip) 85326
8. Enter the amount paid for a **06, 07, or 09** license: $ 12.00 **(Price of License ONLY)**

DEPARTMENT USE ONLY

Accepted by: MC Date: 1/8/07 Lic. # 12076968

Fees:					$
100				58.00	158.00
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 05/2004 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB
(Print full name)
MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

foregoing application
X _____
(Signature)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip
HERNANDEZ OCAMPO	JUAN		50	21989 W. Hadley St.	Buckeye, AZ 85326

Partnership Name: (Only the first partner listed will appear on license) JUAN HERNANDEZ OCAMPO ~~ET AL~~ Et al

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☑ ☐	HERNANDEZ ESPINOZA	ARTEMIO		50	21989 W. Hadley St.	Buckeye, AZ 85326
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Residence Address	City, State, Zip	Telephone#

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____ (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

foregoing application

X _____ (Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____ , _____
Day Month Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

AMERICAN

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☑ ☐	Hernandez	Ocampo	Juan	50		
☑ ☐	~~ARTEMISA ESPINOZA HERNANDEZ~~			~~50~~		
☐ ☐	~~HERNANDEZ~~	ESI				
☐ ☐	ESPINOZA	HERNANDEZ,	ARTEMISA	50		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Residence Address	City, State, Zip	Telephone#

'07 JAN 9 1 14:11 AM 9:38

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

☐ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, 8.***

☐ L.L.C. ***Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.***

1. Name of Corporation/L.L.C.: _____
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. non-profit? ☐ YES ☐NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

07 JAN 9 Liq. Lic. 08

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO If tax exempt, give IRS tax exempt number: _____
3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Current Business Address: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this sectionforegoing questionnaire and the contents and all statements
are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____

2. New Business: (Do not use PO Box Number) Name _____
   Address _____

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SEE AMENDMENT

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: _____ ft. **(Regardless of distance)** Name of school: _____
   Address _____

2. Distance to nearest church: _____ ft. **(Regardless of distance)** Name of church: _____
   Address 605 E Belmont

3. I am the: ☐ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors: Name _____
   Address _____

AMENDMENT

4a. Monthly rental/lease rate $ _____ What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ _____

   Does any one creditor represent more than 10% of that sum? ☐ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) _____

7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☐ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee , have any interest in your business? ☐YES ☐ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☐ NO If yes, give license number and licensee's name:

   License # _____ (Exactly as it appears on license) Name _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____ Address _____
2. New Business: (Do not use PO Box Number) Name _____ Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SEE AMENDMENT

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 1000+ ft. **(Regardless of distance)** Name of school: BRADLY ACADEMY
   Address 200 N. DYSART ROAD Avondale, AZ 85323
2. Distance to nearest church: 1000 ft. **(Regardless of distance)** Name of church: IGLESIA ADVENTIST SEVENTH DAY
   Address 6TH ST. And BELMONT Avondale, AZ. 85323
3. I am the: ☑ LESSEE ☐ SUBLESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name WANDA LOVEJOY (602) 930-3182
   Address P.O. Box. Stone Mountain Georgia 30086

4a. Monthly rental/lease rate $ 2000.00 What is the remaining length of the lease? 3 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ 25.00 DAILY or other N/A
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ 24,000.00

Does any one creditor represent more than 10% of that sum? ☑ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State	Zip
MARISCAL	SILVIA		100%	602 DEE ST.	Avondale, AZ	85323

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) RESTAURANT
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☑ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee , have any interest in your business? ☐ YES ☑ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☑ NO If yes, give license number and licensee's name:
   License # _____ (Exactly as it appears on license) Name _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____

2. New Business: (Do not use PO Box Number) Name _____
   Address _____

AMENDMENT

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 1,000 ft. **(Regardless of distance)** Name of school: **Bradley Academy**
   Address **200 North Dysart Road, Avondale 85323**

2. Distance to nearest church: 58 ft. **(Regardless of distance)** Name of church: **Harvest Outreach**
   Address **751 East Western Avenue, Avondale 85323**

3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors: Name _____
   Address _____

4a. Monthly rental/lease rate $ _____ What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ _____

Does any one creditor represent more than 10% of that sum? ☐ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) _____

7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☐ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? ☐ YES ☐ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☐ NO If yes, give license number and licensee's name:

License # _____ (Exactly as it appears on license) Name _____

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☑ NO If yes, give licensee's name:

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your gross revenue** must be from food sales? ☑ YES ☐ NO

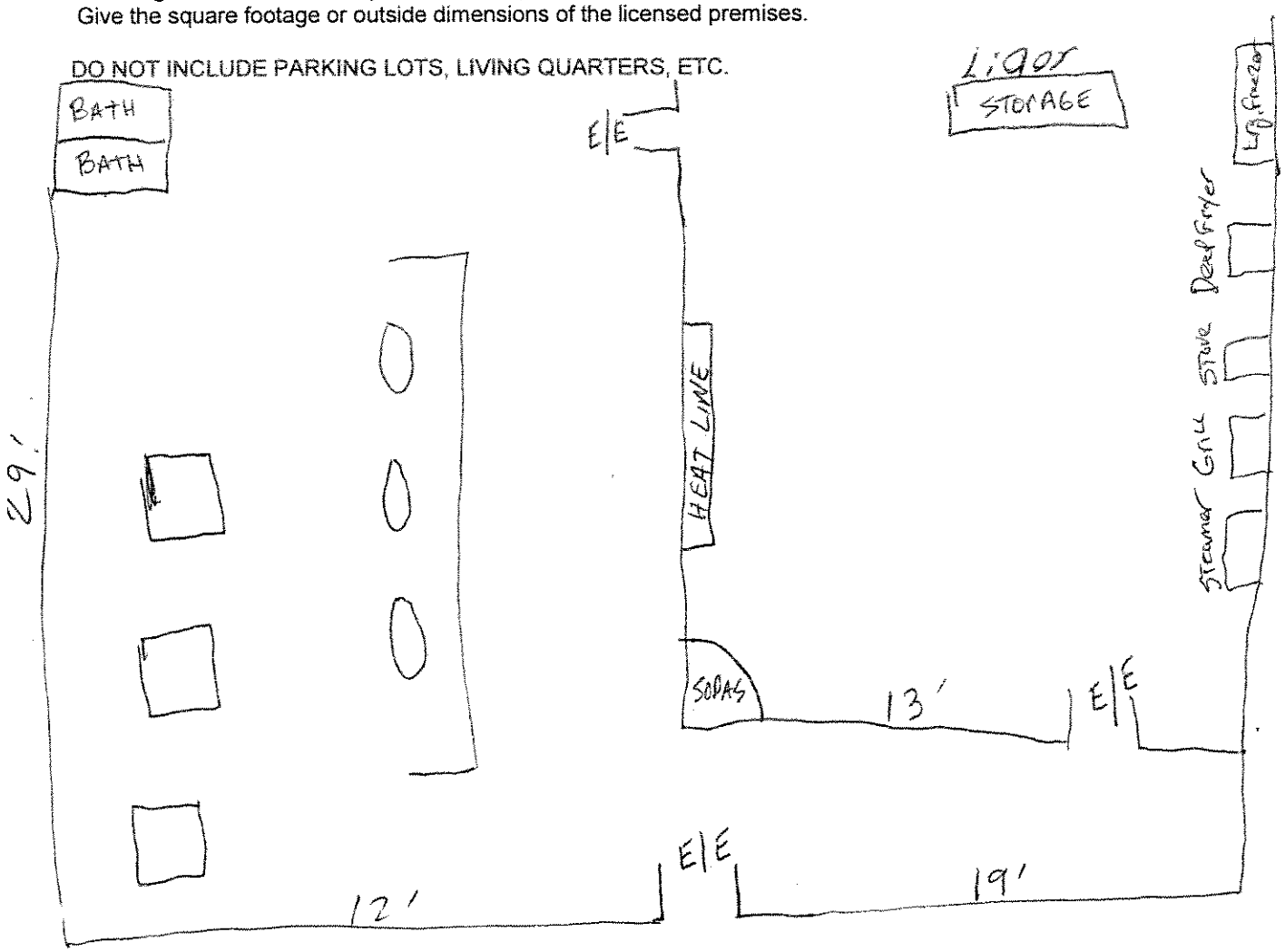
SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your licensed premises:

   ☑ Entrances/Exits ☑ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

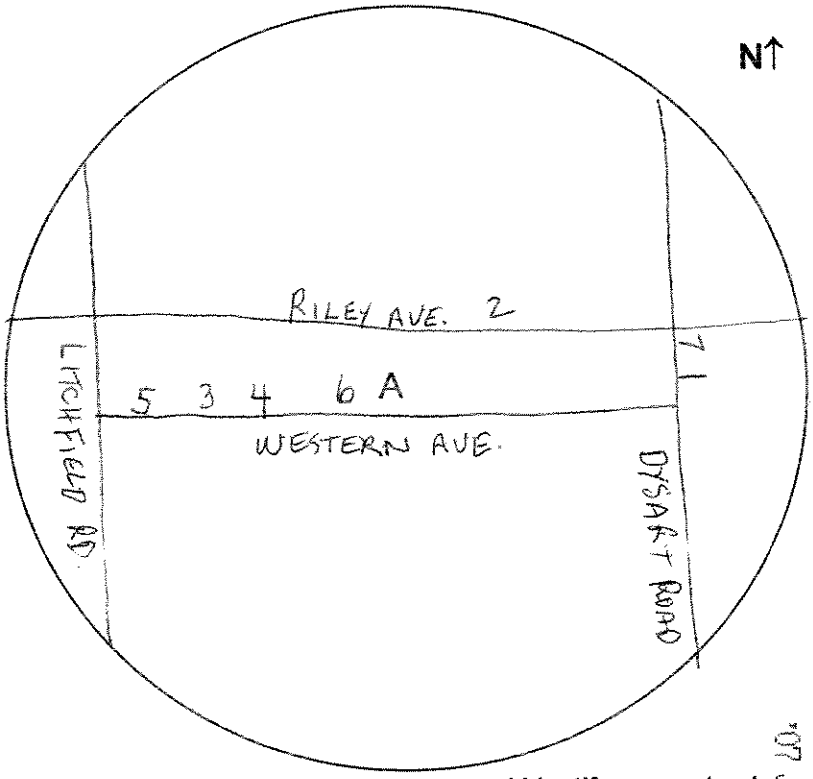


YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE BACK OF THIS PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. BRADLEY ACADEMY
2. AGUA FRIA HIGH SCHOOL
3. Potters CHRISTIAN CHURCH
4. JACKS NIGHT CLUB
5. AVONDALE LIQUOR
6. ADVENTIST SEVENTH DAY Church
7. ABC CHILD CARE CENTER
8.
9.



SEE AMENDMENT

13.
14.
15.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

A = Your business name and identify cross streets.

'07 JAN 9 Liq. Lic. AM 8:34

SECTION 17 **Signature Block:**

I, JUAN HERNANDEZ OCAMPO, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
(10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X Juan Hernandez Ocampo
(Signature)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
4TH day of December, 2006
Day Month Year

My commission expires on: 09-01-2008

Julia Navarro-Lopez
(Signature of NOTARY PUBLIC)

Julia Navarro-Lopez
Notary Public - Arizona
Maricopa County
My Commission Expires
September 1, 2008

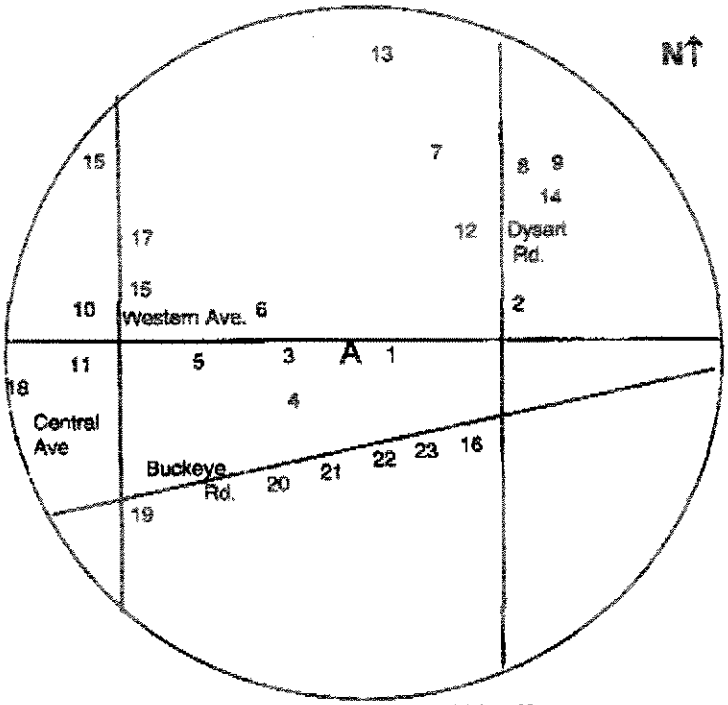
AMENDMENT

SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. Harvest Outreach
2. American Legion
3. Jack's Place
4. Iglesia Adventista del Septimo Dia
5. Avondale Liquor
6. Western Avenue Baptist Church
7. Food City
8. Scotts General Store
9. Wendy Jack's Hideaway
10. Community United Methodist Church
11. Avondale Elementary
12. Bradley Academy
13. Agua Fria High School
14. Great China
15. The Rock

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

I, _____, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
(10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____
(Signature)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day Month Year

My commission expires on: _____ _____
(Signature of NOTARY PUBLIC)

16. **Mini-max Store**

17. **Iglesia la luz del mundo**

18. **Tropicana**

19. **Circle K**

20. **Temple of Faith**

21. **Food City**

22. **Avondale Christian Assembly**

23. **JJ Gas**

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

RESTAURANT OPERATION PLAN

LICENSE # 120768968

1. List by Make, Model and Capacity of your :

Grill MODEL IR20035	5012 - 245 100 105.000 53 B-1991
Oven Superior Vulen	Model EG36FF 2476-2490 (Griddle) 15.000 Broiler 10.000 28811 open Top 17500 Hot-Top 20.000 St. Oven 35.000 Conv. oven B1991
Freezer	MECKIL 3 STATION Freezer CYCLE 60 AMOUNT 42 Model 7-707OF VOLTS 208/230 type R404
Refrigerator	Model ER48 manufacture 2354169 REFrigeration R134A
Sink	STAINLESS STEEL
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	49 1/2 x 24 Tables (2) 29 1/2 x 27 72 x 27 prep. STATION prep. STATION
Other	

2. Print the name of your restaurant: RESTAURANT SEAFOOD FISH DUCK'S

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

   a. **Restaurant area** of your premises [100]

   b. **Bar area** of your premises [+ 0]

   c. **Total area** of your premises [100]

5. What type of dinnerware and utensils are utilized within your restaurant?
   ☒ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☐ Yes _____ % ☑ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 100 %

***Disabled individuals requiring special accommodations, please call the Department.**

'07 JAN 9 Liq. Lic. AM 9:34

8. Does your restaurant contain any games or television? ☐ Yes ☑ No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

9. Do you have live entertainment or dancing? ☐ Yes ☑ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

COOK- PREPARES ALL FOOD AND BEVERAGES
WAITRESS- DELIVERS FOOD AND NON-ALCOHOL BEVERAGE
BUS-BOY - DISHWASHER REMOVES, AND CLEANS DISHES

I, JUAN HERNANDEZ OCAMPO, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.

x Juan Hernandez Ocampo
(Signature of APPLICANT)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
4TH day of DECEMBER, 2006.
Day of Month Month Year

My commission expires on:: 09-01-2008

Julia Navarro-Lopez
(Signature of NOTARY PUBLIC)

Julia Navarro-Lopez
Notary Public - Arizona
Maricopa County
My Commission Expires
September 1, 2008

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES
MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
       1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
       2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
       3) Dated Guest Checks
       4) Coupons/Specials/Discounts
       5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
       1) Daily Bank Deposit Slips
       2) Bank Statements and canceled checks
11. Tax Records
    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    A. Copies of all reports required by the State and Federal Government

'07 JAN 9 Liq. Lic. AM 9:34

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (**print** licensee name):

HERNANDEZ-OCAMP JUAN

Last First Middle

have read and fully understand all aspects of this statement.

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

X Juan Hernandez (Signature of Licensee)

21st day of November, 2006

Day Month Year

My commission Expires on: 01 09 2008

Day Month Year

(Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

Julia Navarro Lopez
Notary Public - Arizona
Maricopa County
My Commission Expires
September 1, 2008

Lic1013 05/2006

'07 JAN 9 Liqr. Lic. AM 9 34

Antojitos Mexicanos *Incluye Arroz y Frijoles*

Quesadilla Grande Dorada con Queso ..... $ 7.49
3 Tostadas de Pollo o Carne Azada ..... $ 7.49
3 Enchiladass de Pollo y Queso ..... $ 6.49
3 Enchiladas de Pollo con Queso Suizo ..... $ 6.49

Especialidades de la Casa

Carnitas Estilo Gerrero

Libra ..... $ 7.50 1/2 Libra ..... $ 3.75

Orden de Guacamole ..... $ 2.50
Orden de Frijoles ..... $ 1.50
Orden the Arroz ..... $ 1.50

Bebidas

Sodas ..... $ 2.00
Coca Cola, Pepsi, Sangria, Fanta, Manzanita
Jarritos de Sabores
Sodas Mexicanas ..... $ 2.00

Aguas Frescas de Frutas Naturales:

Horchata - Jamaica - Limonada - Naranja - Pina

Vaso ..... $ 2.00 Jarra ..... $ 5.00

Jugo de Naranja

Chico $ 2.50 Mediano $ 4.50 Grande $ 5.50

Cafe o Te ..... $ 1.50

Liquados: ..... $ 4.99
Chocolate - Fresa - Platano - Papaya

Liquado Bomba: ..... $ 8.00
Combinacion de todas las frutas

Postres

Pan de Zanahoria ..... $ 2.50
Pan de Calabaza ..... $ 2.50
Pan de Platano ..... $ 2.50

Flan ..... $ 3.99
Nieve ..... $ 2.50

Muchas Gracias por preferirnos
Esperamos que vuelva

Mexican Appetizers *Rice and Beens Included*

Cheese Quesadilla Grande ..... $ 7.49
3 Tostadas Chicken or Broil Beef ..... $ 7.49
3 Chicken & Cheese Enchiladas ..... $ 6.49
3 Chicken & Swiss Cheese Enchiladas ..... $ 6.49

House Specialities

Carnitas Guerrero Style

Pound ..... $ 7.50 1/2 Pound ..... $ 3.75

Guacamole side order ..... $ 2.50
Fried Beens side order ..... $ 1.50
Rice side order ..... $ 1.50

Beverages

Sodas ..... $ 2.00
Coca Cola, Pepsi, Sangria, Fanta, Manzanita
Jarritos de Sabores
Sodas Mexicanas ..... $ 2.00

Fresh Fruit Flavored Drinks

Rice - Jamaica - Limon - Orange - Pineapple

Vaso ..... $ 2.00 Jarra ..... $ 5.00

Fresh Orange Juice

Small $ 2.50 Medium $ 4.50 Large $ 5.50

Coffe or Tea ..... $ 1.50

Milk Shakes ..... $ 4.99
Chocolate - Strawberry - Banana - Papaya

Bomba Shake: ..... $ 8.00
All Fruit combination

Desserts

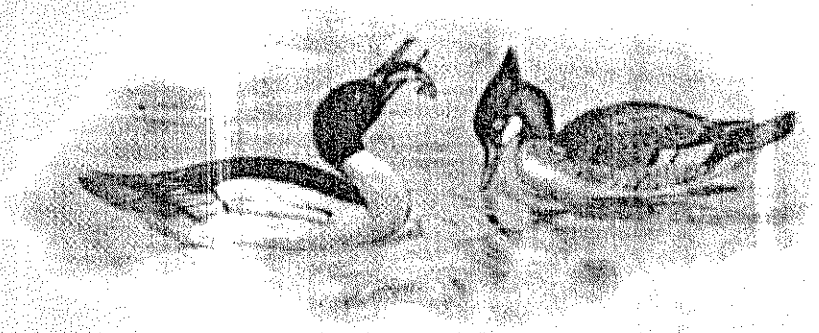
Carrot Bread ..... $ 2.50
Zucchini Bread ..... $ 2.50
Banana Bread ..... $ 2.50

Flan Pudding ..... $ 3.99
Ice Cream ..... $ 2.50

Thank you for your patronage
Hope we'll see soon

Restaurant & Seafood

"Fish Duck's"



701 E. Wester Ave.
OLD TOWN
Avondale, AZ. 85323
(623) 932-4705

Atendido por sus propietarios:
Juan & Artemisa Hernandez

Bienvenidos !
Welcome !!

'07 JAN 9 Liq. Lic. AM 9:34

Desayunos

Huevos a la Mexicana, *arroz y frijoles* ..... $ 5.99
Huevos con Chorizo, *papas y pan tostado* ..... $ 5.99
Huevos con Jamon, *papas y pan tostad* ..... $ 5.99
Huevos con Salchichas, *papas y pan tostado* ..... $ 5.99
Omelete con Hongos, *papas y pan tostado* ..... $ 5.99
Omelete con Jamon, *papas y pan tostado* ..... $ 5.99
Omelete con Salchicha, *papas y pan tostado* ..... $ 5.99
Omelete Denver, *papas y pan tostado* ..... $ 5.99

Pancakes *(3 por order)* ..... $ 2.99
Pancakes con Tocino y huevos al gusto ..... $ 5.99
Pan Frances con Tocino y huevo ..... $ 5.99
Croissant de Jamon o Salchicha y huevo ..... $ 3.99

Combinaciones *Incluye Arroz, Frijoles y tortillas*

Milaneza ..... $ 8.49
Carne Azada ..... $ 8.49
Barbacoa ..... $ 8.49
Carnitas ..... $ 8.49
Cabeza ..... $ 8.49
Lengua ..... $ 8.49
Costillas de Puerco en Salsa Verde ..... $ 8.49*o*
Salsa Roja *o* con Nopales
3 Tamales (carne o puerco) ..... $ 7.99
Fajitas de Pollo ..... $ 9.25
Bistec Ranchero ..... $ 9.99
Mole Fresco estilo Gerrero (Puerco o Pollo) ..... $ 9.99
Chiles Rellenos de Queso ..... $ 8.99
Chiles Rellenos de Carne Molida ..... $ 8.99
Chilles Rellenos de Pollo ..... $ 8.99
Chiles Rellenos de Camaron ..... $ 10.99
2 Tacos de Carne Azada o Pollo ..... $ 7.50

Fajitas *Incluye Arroz, Frijoles y tortillas*

Fajitas de Camaron ..... $ 12.25
Fajitas de Pulpo y Pescado ..... $ 13.25
Fajitas de Pollo ..... $ 9.25
Fajitas de Carne Azada ..... $ 9.25
Fajitas de Puerco ..... $ 9.25
Fajitas de Vegetales ..... $ 8.25

Caldos *Incluye Tortillas*

Birria o Menudo ..... $ 6.99
Cocido de Res ..... $ 6.99
Caldo 7 Mares ..... $ 11.99
Caldo de Camaron ..... $ 11.99
Caldo Posole Rojo o Blanco ..... $ 7.49

Breakfast

Mexican Eggs, *with rice and beens* ..... $ 5.99
Chorizo Sausage & Eggs, *w/Hash Brown and toast* ..... $ 5.99
Ham & Eggs, *w/Hash Brown and toast* ..... $ 5..99
Sausage & Eggs, *w/Hash Brown and toast* ..... $ 5.99
Mushrooms Omelet, *w/Hash Brown and toast* ..... $ 5.99
Ham Omelet, *w/Hash Brown and toast* ..... $ 5.99
Sausage Omelet, *w/Hash Brown and toast* ..... $ 5.99
Denver Omelet, *w/Hash Brown and toast* ..... $ 5.99

Pancakes *(3 per order)* ..... $ 2.99
Pancakes with Bacon & Eggs *(cook to your choose)* ..... $ 5.99
Sub with Bacon & Eggs ..... $ 5.99
Ham & Egg or Sausage Croissant ..... $ 3.99

Combinations *Rice, Beens & tortillas Included*

Milaneza *(breaded beef)* ..... $ 8.49
Carne Azada *(broiled beef)* ..... $ 8.49
Barbacue ..... $ 8.49
Beef Chunks ..... $ 8.49
Head ..... $ 8.49
Toungue ..... $ 8.49
Pork Ribs in Green Or Red Sauce ..... $ 8.49
Pork Ribs in Fresh Cactus Sauce ..... $ 8.49
3 Tamales (beef or pork) ..... $ 8.49
Chicken Fajitas ..... $ 9.25
Bistec Ranchero (sauted steak) ..... $ 9.99
Fresh Mole Gerrero style (chicken or pork) ..... $ 9.99
Cheese Stuffed Bell Peppers *w/ rice & beens* ..... $ 8.99
Ground Beef Stuffed Bell Peppers *w/ rice & beens* ..... $ 8.99
Chicken Stuffed Bell Peppers *w/ rice & beens* ..... $ 8.99
Shrimp Stuffed Bell Peppers *w/ rice & beens* ..... $ 10.99
2 Broiled Beef or Chicken Tacos, *w/rice & beens* ..... $ 7.50

Fajitas *Rice, Beens & tortillas Included*

Shrimp Fajitas ..... $ 12.25
Octupos & Fish Fajitas ..... $ 13.25
Chicken Fajitas ..... $ 9.25
Broiled Beef Fajitas ..... $ 9.25
Pork Fajitas ..... $ 9.25
Vegetables Fajitas ..... $ 8.25

Soups & Stews *Tortillas on request*

Birria or Menudo ..... $ 6.99
Beef Stew ..... $ 6.99
7 Seas Soup ..... $ 11.99
Shrimp Soup ..... $ 11.99
White or Red Posole Soup ..... $ 7.49

Mariscos

Ostiones en su Concha
1/2 Docena ..... $ 5.99 Docena ..... $ 10.99

Cocteles: Ceviche, Camaron o Campechana
Mediano ..... $ 8.99 Grande $11.99

Tostada de Ceviche ..... $ 4.75

Pescado

Pescado Frito con papas ..... $ 10.99
Pescado a la Diabla arroz y frijoles ..... $ 11.99
Fillete de Pescado Frito arroz y frijoles ..... $ 11.99
Pescado en Salsa Verde o Roja arroz y frijoles ..... $ 11.99

Camarones

Camarones Agua Chile ..... $ 11.99
Camarones a la Diabla ..... $ 11.99
Camarones a la Plancha ..... $ 11.99
Camarones Empanizados ..... $ 11.99
Camarones al Mojo de Ajo ..... $ 11.99
Camaron con Coco ..... $ 12.49
Ceviche de Coco con Camaron ..... $ 12.49

Ensaladas

Ensalada del Cesar ..... $ 4.99
Ensalada del Cesar con Camaron ..... $ 11.99
Ensalada del Cesar con Calamar ..... $ 11.99
Ensalada del Cesar con Pescado ..... $ 11.99
Ensalada del Cesar con Pollo ..... $ 9.49

Tacos (a la carta) ..... $ 2.50

Burrito, *relleno a su gusto* ..... $ 5.25
Gordita, *relleno a su gusto* ..... $ 5.25
Sope, *relleno a su gusto* ..... $ 5.25
Tostada Grande ..... $ 5.25

Carnes: Azada - Barbacoa - Carnitas - Jamon Pastor - Pollo - Cueritos - Lengua - Chicharron Buche - Cabeza - Mixteado

Para Ninos

Hamburguesa con Papas ..... $ 4.99
Pollo Frito con Papas ..... $ 4.99
Pan con Queso a la Plancha ..... $ 2.99

Seafood

Oysters on the Shell
1/2 Docen ..... $ 5.99 Docen ..... $ 10.99

Cocktails: Ceviche, Shrimp or Campechana
Medium ..... $ 8.99 Large ..... $11..99

Ceviche Tostada ..... $ 4.75

Fish

Fried Fish with potatos ..... $ 10.99
Saute Fish w/ Hot Sauce rice & beens ..... $ 11.99
Breaded Filet rice & beens ..... $ 11.99
Fish in Green or Red Sauce rice & beens ..... $ 11.99

Shrimp

Chile Water Sauce Saute Shrimp ..... $ 11.99
Hot Red Sauce Saute Shrimp ..... $ 11.99
Hot Grieled Shrimp ..... $ 11.99
Breaded Shrimp ..... $ 11.99
Ranch Style Shrimp ..... $ 11.99
Coconut Saute Shrimp ..... $ 12.49
Coconut & Shrimp Ceviche ..... $ 12.49

Salads

Cesar Salad ..... $ 4.99
Shrimp Cesar Salad ..... $ 11.99
Calamary Cesar Salad ..... $ 11.99
Fish Cesar Salad ..... $ 11.99
Chicken Cesar Salad ..... $ 9.49

Tacos (plain) $2.50

Burrito, *choise of stuffing* ..... $ 5.25
Gordita, *choise of stuffing* ..... $ 5.25
Sope, *choise of stuffing* ..... $ 5.25
Large Tostada ..... $ 5.25

Meats: Broil Beef - Barbacue - Pork Chunks Pastor - Ham - Chicken - Skins - Tongue - Head Pork Rinds- Mix

Kids Meals

Hamburger with Fries ..... $ 4.99
Chicken Fingers with Fries ..... $ 4.99
Grill Cheese Sanwich with Fries ..... $ 2.99

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 10076968 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1053835

1. **Check appropriate box** →

☐ Owner ☑ Partner ☐ Stockholder ☐ Member ☐ Officer ☑ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager	☐ Manager(Only) (Complete All Questions *except* # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: HERNANDEZ OCAMPO (Last) JUAN (First) _____ (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

3. Social Security Number: _____ (This Will Not Become a Part of Public Records) License #: _____ State: AZ.

4. Place of Birth: GUERRERO (City) MEXICO (State) MEXICO (Country (not county)) Height: 5'6 Weight: 210 Eyes: BR Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (623) 691-6054

6. Name of Current or Most Recent Spouse: HERNANDEZ (Last) ARTEMISA (First) _____ (Middle) _____ (Maiden) Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1995

8. Telephone number to contact you during business hours for any questions regarding this document. (602) 315-9857

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: RESTAURANTE SEAFOOD FISH DUCK'S Premises Phone: (623) 932-4765

11. Licensed Premises Address: 701 E. WESTERN AVE. (Street Address (Do not use PO Box #)) AVondale (City) MARICOPA (County) 85323 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
10/2006	CURRENT	RESTAURANTE OWNER	701 E. WESTERN AVE. AVondale, AZ 85323
4/1997	10/2006	KITCHEN SUPERVISOR	427 N. 44 ST. PHOENIX, AZ. 85008

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
8/2006	CURRENT	own	21989 W. HADLEY ST.	Buckeye	AZ	85326
11/95	8/2006		6750 W. Windsor	Phoenix	AZ	85035

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 12, **answer #14a below**. If NO, skip to #15. ☑ YES ☐ NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☑ YES ☐ NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☑ YES ☐ NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☑ YES ☐ NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐ YES ☑ NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐ YES ☑ NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐ YES ☑ NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐ YES ☑ NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐ YES ☐ NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, JUAN HERNANDEZ OCAMPO, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X Juan Hernandez Ocampo
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
4 (Day) day of DECEMBER (Month), 2006 (Year)

My commission expires on: 01 (Day) 09 (Month) 2008 (Year)

Julia Navarro Lopez
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25. I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ (Day) day of _____ (Month) _____ (Year)

X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____ (Day Month Year)

(Signature of NOTARY PUBLIC)

Julia Navarro Lopez
Notary Public - Arizona
Maricopa County
My Commission Expires
September 1, 2008

JUAN HERNANDEZ

-1988 Chicago O'Hare Airport Chicago, Il.

While boarding a flight at Chicago's O'Hare Airport I was detained and placed on 18 months probation for having one (1) .380 caliber handgun in my luggage.

The gun was void of ammunition and I was successful on probation. I complied with all court ordered directives. This was a simple mistake and oversight on my part.

Juan Hernandez
Juan Hernandez

11-21-06
Date

'07 JAN 9 Lic. Ill 9:34

JUAN HERNANDEZ OCAMPO

In 1993 while living in East-Chicago, Indian I lives in an apartment complex next so a shopping center. While crossing through the parking lot after work one night, I side-swiped a parked car. I was unable to locate the owner and went to my apartment.

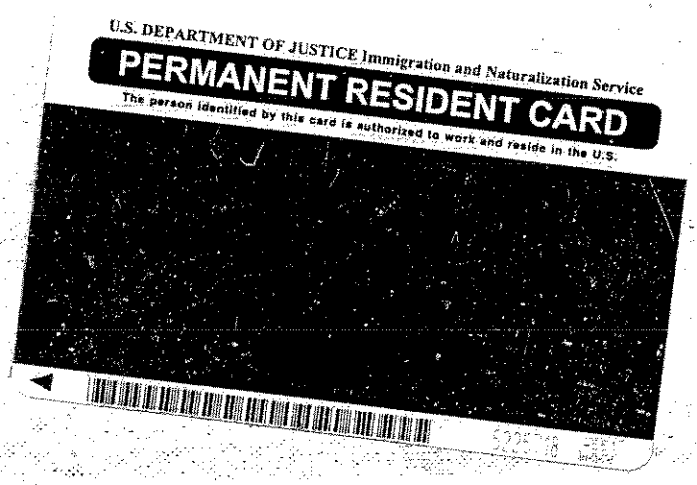
Sometime later, the police arrived, at my apartment and arrested me for property damage. I was ordered to pay for the repairs which I did and nothing further happened.

Juan Hernandez Ocampo
Juan Hernandez Ocampo

12/11/06
Date

'07 JAN 9 Liq. Lic. AM 9:34

'07 JAN 9 AM 9:34



'07 JAN 9 11:47 LIC AM 9:04

PERMANENT RESIDENT CARD

NAME HERNANDEZ OCAMPO, JUAN

INS A# 091-007-042

Birthdate Category

Sex
M

Country of Birth
Mexico

CARD EXPIRES 12/14/10

Resident Since 03/23/90

C1USA0910070424WAC0027354559<<
6505057M1012149MEX<<<<<<<<<<<5
HERNANDEZ<OCAMPO<<JUAN<<<<<<<<

34201

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM OLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Juan Hernandez
Individual Name (Print)

Juan Hernandez
Individual Signature

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

110406
Date Training Completed

- [x] YES [ ] NO BASIC
- [x] YES [ ] NO ON SALE
- [x] YES [ ] NO MANAGEMENT
- [x] YES [ ] NO OFF SALE
- [x] YES [ ] NO BOTH
- [ ] YES [ ] NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
	Restaurant Seafood FISH DUCK'S	

'07 JAN 9 AM 9:34 Liq. Lic. Div.

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)
Company or Individual Name

77 East Columbus Ave. #102
Address

City	State	Zip	Phone
Phoenix,	Arizona	85012	(602) 285-1396

I Certify the above named individual has successfully completed the specified program(s).

T. J. Kuhn
Trainer Name (Print)

Trainer Signature

110406
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # 120760968 (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1053838

1. Check appropriate box → ☐ Owner ☑ Partner ☐ Stockholder ☐ Member ☐ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager (Complete All Questions 1-20 & 25) Licensee or Agent must complete # 25

2. Name: ESPINO (Last) NISA (Middle) Birth: [redacted] (This Will Not Become a Part of Public Records)

3. Social Security Number: [redacted] Drivers License #: D02825113 State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: MEXICALI (City) B.C. (State) MEXICO (Country (not county)) Height: 5' Weight: 155 Eyes: BR Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: (623) 671-6034

6. Name of Current or Most Recent Spouse: HERNANDEZ-OCAMPO (Last) JUAN (First) _____ (Middle) _____ (Maiden) Date of Birth: [redacted]
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1995

8 Telephone number to contact you during business hours for any questions regarding this document. (602) 315-9852

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: RESTAURANTE SEAFOOD FISH DUCK'S Premises Phone: (623) 932-4755

11. Licensed Premises Address: 701 E. WESTERN AVE. (Street Address (Do not use PO Box #)) Avondale (City) MARICOPA (County) 85323 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
10/06	CURRENT	RESTAURANTE OWNER.	~~701 E. WESTERN AVE. Avondale, AZ 85323~~
1/2001	1/2003	FACTORY WORKER	402 N. 44TH ST. PHOENIX, AZ. 85043
1/2003	CURRENT	Employment	21989 W Hadley st Buckeye AZ. 85326

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
8/06	CURRENT	OWN	21989 W. HADLEY ST.	Buckeye	AZ	85326
1995	8/2006		6750 W. Windsor	PHOENIX	AZ	85035

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 12 , **answer #14a below**. If NO, skip to #15. ☑YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☑YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☑NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☐YES ☑NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☑NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☑NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☑NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☑NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, ARTEMISA ESPINOZA HERNANDEZ, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

Artemisa Espinoza Hernandez
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
4TH day of DECEMBER, 2006
Day Month Year

My commission expires on: 01 09 2008
Day Month Year

Julia Navarro Lopez
(Signature of NOTARY PUBLIC)

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name):_____
Hereby authorize the applicant to act as manager for the named liquor license.

State of_____ County of_____
The foregoing instrument was acknowledged before me this
_____ day of _____ _____
Day Month Year

X _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____ _____
Day Month Year (Signature of NOTARY PUBLIC)

Julia Navarro-Lopez
Notary Public - Arizona
Maricopa County
My Commission Expires
September 1, 2008

34206

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Artemisa Hernandez
Individual Name (Print)

Artemisa Hernandez
Individual Signature

110406
Date Training Completed

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

☒ YES ☐ NO	BASIC	☒ YES ☐ NO	ON SALE
☒ YES ☐ NO	MANAGEMENT	☒ YES ☐ NO	OFF SALE
☒ YES ☐ NO	BOTH	☐ YES ☐ NO	OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
	RESTAURANT SEA FOOD FISH DUCK'S	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona E ıess Council for Alcohol Education (ABC)
Company or Individual Name

77 East Columbus Ave. #102
Address

Phoenix, Arizona 85012 (602) 285-1396
City State Zip Phone

I Certify the abc med individual has successfully completed the specified program(s).

T. J. Kuhn
Trainer Name (Print)

Trainer Signature

110406
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

Disabled individuals requiring special accommodations please call (602) 542-9051

THE UNITED STATES OF AMERICA

No. 24501635

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth [redacted]

Sex: FEMALE

Height: 5 *feet* 00 *inches*

Marital status: MARRIED

Country of former nationality:

MEXICO

Artemisa Espinoza Hernandez

INS Registration No. A92 677 497

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Artemisa Espinoza Hernandez
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General

at: PHOENIX, AZ

The Attorney General having found that:

ARTEMISA ESPINOZA HERNANDEZ

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

U.S. DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

at: PHOENIX, AZ *on:* JULY 5TH, 1999

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

Doris Meissner
Commissioner of Immigration and Naturalization

DEPARTMENT OF JUSTICE

FORM N-550 REV. 6-91

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: JUAN HERNANDEZ OCAMPO

BUSINESS NAME: RESTAURANT SEAFOOD FISH DUCKS

ADDRESS: 701 EAST WESTERN AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Acting Director
TITLE

2-12-07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 20, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 5, 2006

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: February 8, 2007

TO: David Fitzhugh, Interim Development Services Director

PREPARED BY: Ken Galica, Zoning Specialist

SUBJECT: Series 12 Liquor License for Restaurant Seafood Fish Ducks
701 E. Western Avenue

The site is located at the southeast corner of Western Avenue and 7th Street in Old Town Avondale. The building is existing and records indicate a restaurant has operated at this location since at least 1993.

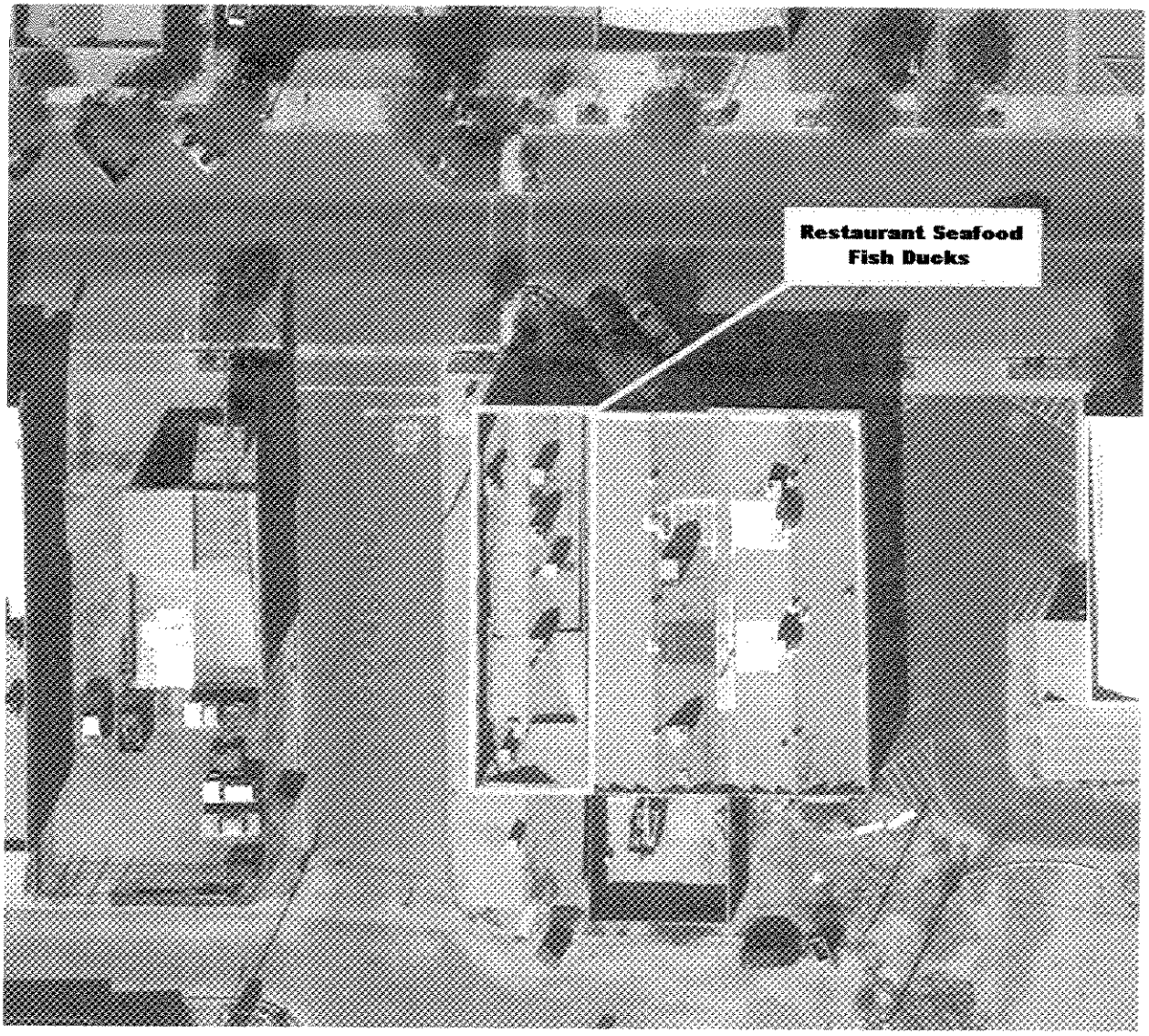
A Series 12 liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

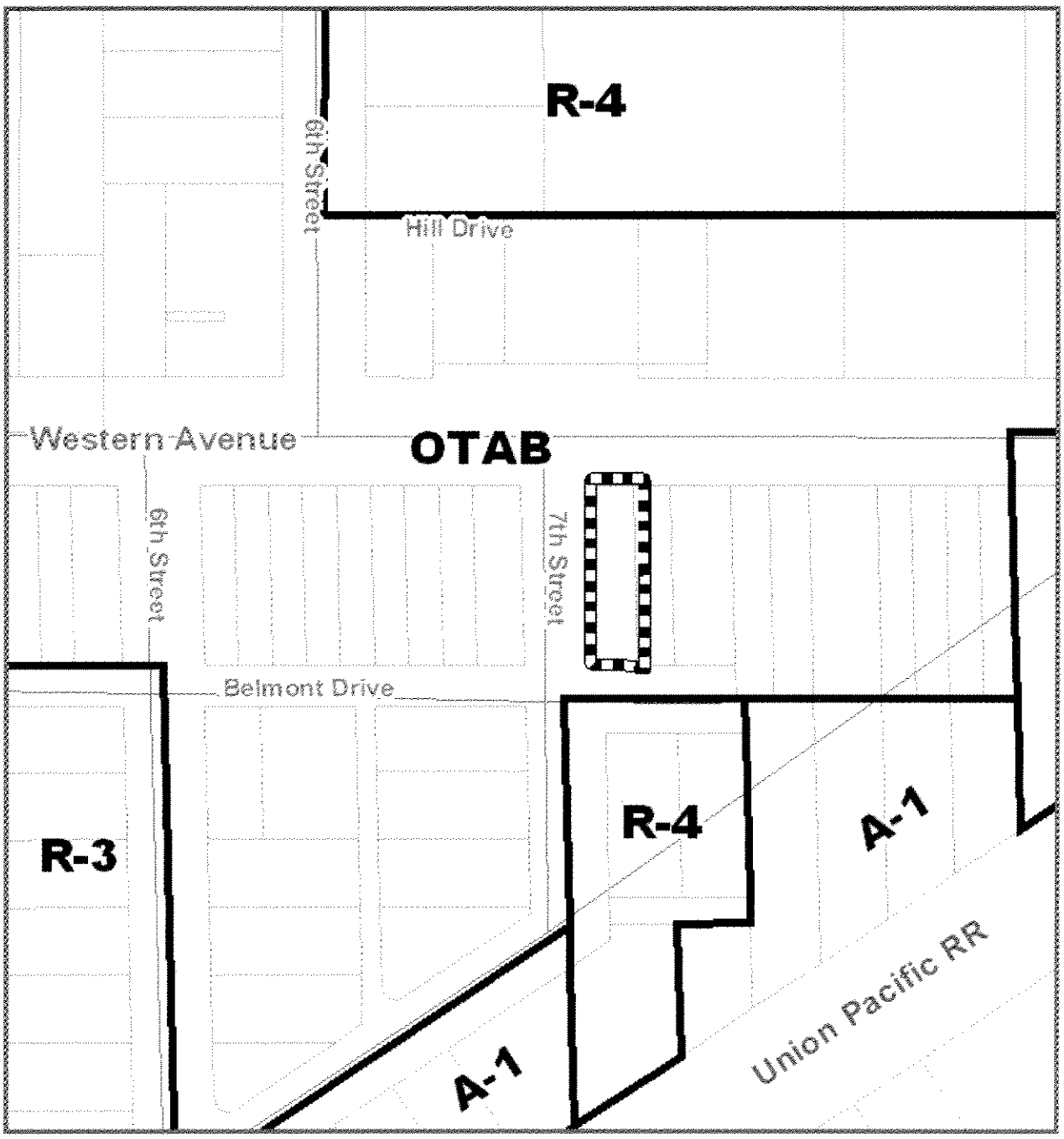
The General Plan designates the property as Mixed Use. The site is zoned OTAB (Old Town Avondale Business District). A restaurant is a permitted use in OTAB.

There are no zoning or separation issues with the site.

Attachment: 2006 Aerial
Zoning Vicinity Map

Restaurant Seafood Fish Ducks
2006 Aerial





Zoning Vicinity Map

Avondale

Subject Property

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☐ PLANNING/BUILDING SERVICES
- ☒ FIRE DEPARTMENT

APPLICANT'S NAME: JUAN HERNANDEZ OCAMPO

BUSINESS NAME: RESTAURANT SEAFOOD FISH DUCKS

ADDRESS: 701 EAST WESTERN AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

FIRE MARSHA
TITLE

2/8/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 20, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 5, 2006

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☒ POLICE DEPARTMENT
- ☐ PLANNING/BUILDING SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: JUAN HERNANDEZ OCAMPO

BUSINESS NAME: RESTAURANT SEAFOOD FISH DUCKS

ADDRESS: 701 EAST WESTERN AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

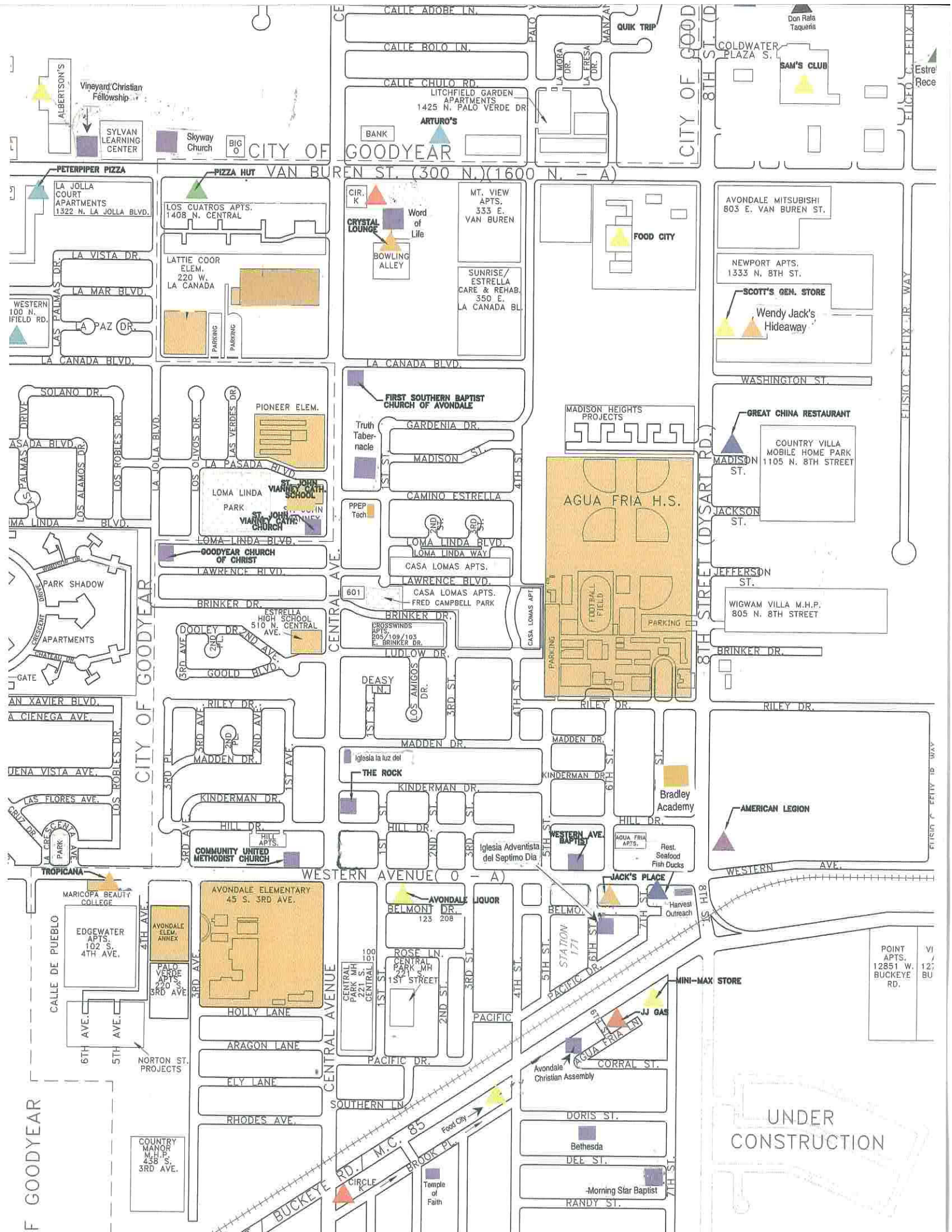
☒ APPROVED
☐ DENIED

SIGNATURE

TITLE

1/25/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: FEBRUARY 20, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 5, 2006


CALLE ADOBE LN.
CALLE BOLO LN.
CALLE CHULO RD.
LITCHFIELD GARDEN APARTMENTS 1425 N. PALO VERDE DR
QUIK TRIP
Don Rata Taquería
COLDWATER PLAZA S.
SAM'S CLUB
Vineyard Christian Fellowship
ALBERTSON'S
SYLVAN LEARNING CENTER
Skyway Church
BIG O
ARTURO'S
BANK
CITY OF GOODYEAR
CITY OF GOODYEAR
VAN BUREN ST. (300 N.)(1600 N. – A)
PETERPIPER PIZZA
PIZZA HUT
LA JOLLA COURT APARTMENTS 1322 N. LA JOLLA BLVD.
LOS CUATROS APTS. 1408 N. CENTRAL
CIR. K
CRYSTAL LOUNGE
Word of Life
BOWLING ALLEY
MT. VIEW APTS. 333 E. VAN BUREN
FOOD CITY
AVONDALE MITSUBISHI 803 E. VAN BUREN ST.
LATTIE COOR ELEM. 220 W. LA CANADA
SUNRISE/ ESTRELLA CARE & REHAB. 350 E. LA CANADA BL
NEWPORT APTS. 1333 N. 8TH ST.
SCOTT'S GEN. STORE
Wendy Jack's Hideaway
LA VISTA DR.
LA MAR BLVD.
LA PAZ DR.
LA CANADA BLVD.
WASHINGTON ST.
FIRST SOUTHERN BAPTIST CHURCH OF AVONDALE
MADISON HEIGHTS PROJECTS
GREAT CHINA RESTAURANT
COUNTRY VILLA MOBILE HOME PARK 1105 N. 8TH STREET
SOLANO DR.
PIONEER ELEM.
Truth Tabernacle
GARDENIA DR.
MADISON ST.
LA PASADA BLVD.
LOMA LINDA PARK
ST. JOHN VIANNEY CATH. SCHOOL
ST. JOHN VIANNEY CATH. CHURCH
PPEP Tech
CAMINO ESTRELLA
AGUA FRIA H.S.
JACKSON ST.
LOMA LINDA BLVD.
GOODYEAR CHURCH OF CHRIST
LOMA LINDA WAY
CASA LOMAS APTS.
LAWRENCE BLVD.
601
FRED CAMPBELL PARK
JEFFERSON ST.
PARK SHADOW APARTMENTS
BRINKER DR.
ESTRELLA HIGH SCHOOL 510 N. CENTRAL AVE.
CROSSWINDS APTS. 205/109/103 E. BRINKER DR.
FOOTBALL FIELD
PARKING
WIGWAM VILLA M.H.P. 805 N. 8TH STREET
DOOLEY DR.
GOOD BLVD.
LUDLOW DR.
DEASY LN.
LOS AMIGOS DR.
RILEY DR.
MADDEN DR.
Iglesia la luz del
THE ROCK
KINDERMAN DR.
Bradley Academy
AMERICAN LEGION
HILL DR.
HILL APTS.
COMMUNITY UNITED METHODIST CHURCH
Iglesia Adventista del Septimo Dia
WESTERN AVE. BAPTIST
AGUA FRIA APTS.
Rest. Seafood Fish Ducks
WESTERN AVENUE(0 – A)
TROPICANA
MARICOPA BEAUTY COLLEGE
AVONDALE ELEMENTARY 45 S. 3RD AVE.
AVONDALE LIQUOR
JACK'S PLACE
Harvest Outreach
EDGEWATER APTS. 102 S. 4TH AVE.
AVONDALE ELEM. ANNEX
BELMONT DR.
STATION 171
PALO VERDE APTS. 220 S. 3RD AVE
CENTRAL PARK MH 221 S. CENTRAL
ROSE LN.
CENTRAL PARK MH 221 S. 1ST STREET
POINT APTS. 12851 W. BUCKEYE RD.
MINI-MAX STORE
JJ GAS
HOLLY LANE
ARAGON LANE
PACIFIC DR.
CORRAL ST.
NORTON ST. PROJECTS
Avondale Christian Assembly
ELY LANE
SOUTHERN LN.
RHODES AVE.
DORIS ST.
Food City
UNDER CONSTRUCTION
COUNTRY MANOR M.H.P. 438 S. 3RD AVE.
BUCKEYE RD. / M.C. 85
BROOK PL.
CIRCLE
Temple of Faith
Bethesda
DEE ST.
Morning Star Baptist
RANDY ST.
CITY OF GOODYEAR
CENTRAL AVENUE
8TH STREET (DYSART RD.)
FELIX C. FELIX JR WAY

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agrement - J2 Engineering & Environmental Design - I-10 Bridge and Pedestrian Enhancement Project

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Daniel Davis

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with J2 Engineering & Environmental Design, L.L.C. for the engineering, design and development of construction documents for the I-10 Bridge and Pedestrian Enhancement project in the amount of $66,012.00, and authorizes the use and transfer of contingency funds.

BACKGROUND:

Staff has been working cooperatively with representatives from the Arizona Department of Transportation regarding the I-10 widening projects. In a proactive manner, staff has identified an opportunity to enhance the three (3) bridge structures located along I-10 in the City of Avondale. The bridges that are slated to be improved with the expansion of I-10 include the overpasses at 107th avenue, Avondale Boulevard, and Dysart Road. Each of the three bridge structures offers different opportunities for aesthetic enhancements. The aesthetic enhancements could include specialized painting; wall elements that would be based upon the use of poured in place concrete and masonry blocks; graphic features, and landscape enhancements.

DISCUSSION:

Staff developed a scope of services that includes community input meetings, design concepts, and the preparation of plans, specifications, and construction documents. Staff selected J2 Engineering & Environmental Design, L.L.C. from the city's pre-qualified professional consultant list to provide a work program and fee proposal for this project. J2's scope of service includes the preparation of a base map, site analysis, design concepts, public information meetings, design development drawings, construction plans and specifications that the city will provide to ADOT and incorporate into the I-10 widening projects. J2 Engineering & Environmental Design has numerous years of experience providing design and engineering services for similar enhancement projects in the valley.

BUDGETARY IMPACT:

This project was not funded in the FY 06-07 budget; however staff recommends using contingency funds to cover this expenditure. Staff believes that given the timing and coordination that needs to occur with ADOT it is important for the City of Avondale to move forward with the design and engineering plans for the I-10 aesthetic enhancements.

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with J2 Engineering and Environmental Design, L.L.C. for the engineering, design and development of construction documents for the I-10 Bridge and Pedestrian Enhancement Project in the amount of $66,012.00, authorize the use and transfer of contingency funds, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

- PSA J2

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 20, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and J2 Engineering & Environmental Design, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for the I-10 Bridge and Pedestrian Enhancement project (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 20, 2008.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $66,012.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees

that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect

Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be

responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which 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.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	J2 Engineering & Environmental Design 4649 East Cotton Gin Loop, Suite B2 Phoenix, Arizona 85040 Facsimile: 602-438-2225 Attn: Jeffrey M. Engelmann

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"	"**Consultant**"
CITY OF AVONDALE, an Arizona municipal corporation	J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C., an Arizona limited liability company
_____ Charles P. McClendon, City Manager	By:_____
ATTEST:	Name:_____
_____ Linda M. Farris, City Clerk	Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.

[Scope of Work]

See following pages.

engineering and environmental design

January 17, 2007

K. Kelly LaRosa, P.E., A.I.C.P.
Traffic Engineer
City of Avondale – Engineering Department
11465 W. Civic Center Drive Suite 120
Avondale, Arizona 85323-6804

Re: Revised - I-10 Bridge and Pedestrian Enhancements

Dear Ms. LaRosa:

J2 is very pleased to be selected to provide professional design services for the I-10 Bridge and Pedestrian Enhancement project. The scope of services and fees are based upon our understanding of the project from our conversations with you and our site visits to the area.

J2 will serve as a prime consultant for the project providing wall aesthetic design services.

Project Understanding: The City of Avondale in a proactive role desires to enhance the three bridge structures and the pedestrian and motoring public that will traverse beneath these three bridge locations within Avondale. The three bridges are slated to be improved with an expansion of I-10. The bridges are: The Overpass at 107th Avenue; The overpass at Avondale Blvd. (115th Avenue), Dysart Road. Each of these three bridge structures offers different opportunities for enhancements. These opportunities include:

a. The overpass at 107th Avenue offers the most opportunity for bridge aesthetics based on the simple fact that the existing bridge structure will be totally removed and replaced as part of the I-10 expansion. The visibility and use of this underpass by local residents is not as pronounced as the other two structures that are programmed to be improved but offers opportunities that may not be present at the other two proposed bridge improvements.

b. The Avondale Blvd. is the most prominent of all three planned structures but the existing bridge structure will remain in place and only be widened as part of this project. The task will involve an analysis of the existing structure to see what attachments or aesthetics can be added to the existing structure without damage to the structural integrity of the bridge. This project will also include accommodating future roadway work by the City that has identified Avondale Blvd. for planned widening in the future.

c. At Dysart Road there are no planned improvements to this structure. The task will involve an analysis of the existing structure to see what attachments or aesthetics can be added to the existing structure without damage to the structural integrity of the bridge.

The J2 Design Team's scope of services will address the following issues:
J2 Engineering and Environmental Design, Inc. (J2) will furnish the following design work for the project in relationship to the bridge aesthetics:

1. J2 will assist the City in its public outreach effort directly related to the above design efforts.

4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2221
fax 602.438.2225

2. Noise Wall/Retaining Wall and Bridge Wing Wall Aesthetics: J2 working closely with City of Avondale staff, Avondale Public and ADOT and its roadway design consultant team J2 will help to create 3 to 5 general bridge aesthetic concepts for the structures associated with these bridge improvements. These concepts will be shown in both plan view and elevation format on standard ADOT Plan and Detail Sheets.

3. Once a concept for the aesthetics is approved by the City of Avondale and the public the final designs will be created. The wall concepts will be based on the use of both poured in place concrete and for structures that may be constructed from masonry block.

4. Opinion of Probable Cost: J2 working with the City of Avondale and ADOT's Management and Roadway Design Consultant J2 will develop an opinion of probable cost estimate for the above mentioned aesthetics related to the bridge aesthetics.

As detailed on the attached documents and those transmitted electronically and contained within the excel files the following is a summary of the fees:

Public Involvement	$ 4,377.00
Meetings with the City and ADOT	$ 7,251.00
Design Plans and Details	$51,993.00
Reimbursable	$ 2,391.00
Total all Services	**$66,012.00**

We want to make sure that when reviewing this fee proposal the following should be noted:

- Total meeting cost and public involvement cost can be set up as an allowance and only billed when used.
- We have estimated that the set of documents will be approximately 30 Sheets in the set using only the design cost not any of the public involvement cost or meetings cost the cost per sheet is $1,733.00. This would be considered very reasonable for design efforts.

A summary of the fees is attached, immediately after this cover letter. Please do not hesitate to contact myself with any questions.

Sincerely,

Jeffrey M. Engelmann, RLA, ASLA
Vice President

J2 Engineering and Environmental Design
Sound Walls, Bridge Abutments and Wing Wall Aesthetics
I-10 Freeway (I-10) Expansion
Thursday, January 04, 2007
Exhibit A
Scope of Services

Project Overview:
The City of Avondale in a proactive role desires to enhance the three bridge structures and the pedestrian and motoring public that will traverse beneath these three bridge locations within Avondale. The three bridges are slated to be improved with an expansion of I-10. The bridges are: The Overpass at 107th Avenue; The overpass at Avondale Blvd. (115th Avenue), Dysart Road Overpass. Each of these three bridge structures offers different opportunities for enhancements. The primary improvements are the I-10 roadway widening that will be taking place west of the Agua Fria Freeway (101L) that will affect each of these structures. All of this work will be combined with ancillary improvements to other freeway systems such as lighting, drainage, and other related work.

J2 Engineering and Environmental Design, Inc. (J2) will furnish the following design work for the project in relationship to the bridge aesthetics:

1. J2 will assist the City in its public outreach effort directly related to the above design efforts.

2. Noise Wall/Retaining Wall and Bridge Wing Wall Aesthetics: J2 working closely with City of Avondale staff, Avondale Public and ADOT and its roadway design consultant team J2 will help to create 3 to 5 general bridge aesthetic concepts for the structures associated with these bridge improvements. These concepts will be shown in both plan view and elevation format on standard ADOT Plan and Detail Sheets.

3. Once a concept for the aesthetics is approved by the City of Avondale and the public the final designs will be created. The wall concepts will be based on the use of both poured in place concrete and for structures that may be constructed from masonry block.

4. Opinion of Probable Cost: J2 working with the City of Avondale and ADOT's Management and Roadway Design Consultant J2 will develop an opinion of probable cost estimate for the above mentioned aesthetics related to the bridge aesthetics.

The following is a listing of activities and deliverables at the different project milestones:

Task 100 – Public Involvement
Goal: Participate in a single public open house format presentation that will allow the voice of Avondale residents to be heard, and the City's perspective to be reflected. This scope does not include the cost of reproducing or copying any flyers, newsletters or promotional materials, nor does this scope include the cost of any mailing or door to door delivery of any of these items. The cost for reproduction and distribution of any materials to the neighborhood are considered

the responsibility of the City of Avondale. The location of each meeting will be determined and secured by the City of Avondale.

Task 100 Deliverables will include the following:

- Meeting notes following the public meeting / open house

Task 100 Meetings will include the following:

- City Staff/Consultant Meeting to discuss logistics and sequence for Public Involvement
- One (1) Public Meeting open house of 2 hour duration has been established with this task item. The schedule along with the format and location of the meeting will be determined by the team as process moves forward.

Task 200 – Site Analysis and Preliminary Design (30%)

J2 shall gather from ADOT's roadway and bridge design consultant team the drawings (in electronic format) of the planned roadway and bridge improvements within Avondale City limits. After receipt of these drawings and electronic files J2 will perform a field investigation with City Staff to identify existing conditions and other issues that will impact the project's roadway and bridge structures and to draw inspiration for the structure aesthetics.

There will be no plant inventory or salvage plans associated with this project.

J2 will develop aesthetic concepts for the following structures:

a. Noise Wall/Retaining Wall and Bridge Wing Walls
b. Bridge Slope Paving

Task 200 Deliverables will include the following:

- Aesthetic Sketches, Concepts and Drawings (3-5) for each of the structures identified above.
- Design Memorandum (3-5 pages) identifying advantages and disadvantages along with maintenance issues and or concerns with each concept.
- Opinion of Probable Cost for each of the concepts

Task 200 Meetings will include the following:

- Project meetings with City of Avondale for a total of one (1) meeting
- Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings

Task 300 –Design Development (60%)

J2 will develop initial designs and details to a 60% level of completion along with associated opinion of probable cost for submittal to the City of Avondale for review and comments. J2 will submit one (1) full size (22"x34") set and five (5) half size (11"x17") sets of bond prints to the City of Avondale for City review. In addition to these sets J2 will deliver one (1) full size set and one (1) half size set to ADOT's Design Consultant for inclusion in their reproduction submittals

to ADOT and other review agencies. The City of Avondale shall be responsible for reproductions of required additional copies beyond these amounts.

Design Development plans will show the character and scope of the work to be performed by the contractor(s) on the project and the specifications that accompany the plans will assist in guiding them in areas where ADOT Standards are not specific enough or that clarifications are needed. The plans will be formatted to ADOT design standards.

J2's shall be the lead for this phase of the project and will coordinate design, details, and production of aspects associated with the Bridge and Wall Aesthetic Design details.

The Design Development plans will include the following:

1. Preliminary General Notes for Wall Aesthetics
2. Preliminary General Wall Aesthetic Details
3. Preliminary Wall Aesthetic Elevations
4. Preliminary Graphic Relief Cross Sections
5. Preliminary Wall Aesthetic Enlargements

Task 300 Deliverables will include the following:

- Design Development Plans, two (2) Full-size sets
- Design Development Plans, five (6) Half-size sets
- Preliminary Opinion of Probable Cost, six (6) sets
- Preliminary Outline Specifications, six (6) sets

Task 300 Meetings will include the following:

- Project meeting with City of Avondale for a total of one (1) meeting
- Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings

Task 400 Pre-Final Construction Documents (95%)

After receiving comments from the City of Avondale on the 60% Design Development plans, J2 will develop Pre-Final Construction Documents and details to a 95% level of completion along with associated opinion of probable cost and Specifications for submittal to the City of Avondale and ADOT for review and comments. J2 will submit one (1) full size (22"x34") set and five (5) half size (11"x17") sets of bond prints to the City of Avondale for review. In addition to these sets J2 will deliver one (1) full size set and one (1) half size set to ADOT's Design Consultant for inclusion in their reproduction submittals to ADOT and other review agencies. The City of Avondale shall be responsible for reproductions of required additional copies beyond these amounts.

The Pre-Final Construction Document plans will include the following:

1. Pre-Final General Notes for Wall Aesthetics
2. Pre-Final General Wall Aesthetic Details
3. Pre-Final Wall Aesthetic Elevations
4. Pre-Final Graphic Relief Cross Sections

5. Pre-Final Wall Aesthetic Enlargements

Task 400 Deliverables will include the following:

- Pre-Final Construction Documents, two (2) Full-size set
- Pre-Final Construction Documents, six (6) Half-size sets
- Pre-Final Opinion of Probable Cost, six (6) sets
- Pre-Final Specifications, six (6) sets

Task 400 Meetings will include the following:

- Project meeting with City of Avondale for a total of one (1) meeting
- Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings

Task 500 Final Construction Documents (100%)

After receiving comments from the City of Avondale on the 95% Pre-Final Construction Document plans, J2 will develop Final Construction Documents and details to a 100% level of completion along with associated opinion of probable cost and Specifications for submittal to the City of Avondale and ADOT for review and comments. J2 will submit one (1) full size (22"x34") set and five (5) half size (11"x17") sets of bond prints to the City of Avondale for review. In addition to these sets J2 will deliver one (1) full size set and one (1) half size set to ADOT's Design Consultant for inclusion in their reproduction submittals to ADOT and other review agencies. The City of Avondale shall be responsible for reproductions of required additional copies beyond these amounts.

The Final Construction Document plans will include the following:

1. Final General Notes for Wall Aesthetics
2. Final General Wall Aesthetic Details
3. Final Wall Aesthetic Elevations
4. Final Graphic Relief Cross Sections
5. Final Wall Aesthetic Enlargements

Task 500 Deliverables will include the following:

- Pre-Final Construction Documents, two (2) Full-size set
- Pre-Final Construction Documents, six (6) Half-size sets
- Pre-Final Opinion of Probable Cost, six (6) sets
- Pre-Final Specifications, six (6) sets

Task 500 Meetings will include the following:

- Project meetings with City of Avondale for a total of one (1) meeting
- Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings

Task 600 – Bid Set Construction Documents (Bid Set)

After receiving comments from City of Avondale and ADOT on the 100% Final Construction Document plans, J2 will develop the Final Construction Documents for the plans that have been produced to cover the improvements associated with this phase of the project. J2 will then submit one (1) set of sealed and signed Vellum prints of the final construction documents along with final associated opinion of probable cost and specifications to City of Avondale and ADOT's Design Consultant. These plans will be used to bid the project for construction. These plans are intended to become part of the ADOT Bid set and all reproductions for bidding shall be the responsibility of ADOT.

Task 600 Deliverables will include the following:

- Bid Set Construction Documents, one (1) Full-size set
- Bid Set Construction Documents, one (1) Half-size sets
- Bid Set Opinion of Probable Cost, two (2) sets
- Bid Set Specifications, two (2) sets

Task 600 Meetings will include the following:

- Project meeting with City of Avondale for a total of one (1) meeting
- Project meeting with ADOT for a total of one (1) meeting

General Understanding

When J2 is formally under contract with the City of Avondale for this project, J2 acting as an agent of the City will request that copies of all electronic base information and clearances issued and or associated with this project be provided from ADOT to J2 for use on this project.

City of Avondale (client) shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the J2 Design Team (J2) under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. The City of Avondale shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

The City of Avondale shall make available to the Design Team all existing available data and records relevant to the site including utilities. If there are utilities within or associated with this project that are missing from the ADOT base information J2 will request that the City provide this information.

The City of Avondale shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

Acting as the City's representative, J2 will request that any existing pertinent data prepared by or services of others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area,

hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project be supplied to the J2 design team. Note that this scope does not include creating or producing any of this data.

The City of Avondale shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team in the performance or furnishing of the required services for the project, or any defect or non-conformance in the Design Team's services or in the work of any sub-contractor or sub-consultant.

J2 acting as the City's representative will request from ADOT the right of entry to the project limits. The Design Team agrees to exercise due care in the performance of all services pursuant hereto. Any required paperwork associated with this right-of-entry will be the responsibility of the City of Avondale to submit.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of ADOT to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to ADOT design and construction standards and specifications.

Design Assumptions:

1. The Design Team will utilize the electronic data supplied by ADOT's design consultant for the Bridge and Wall Aesthetic Design.
2. The Design Team is not providing Legal descriptions or any effort to establish any easements.
3. The Design Team has not included any survey, re-platting or rezoning efforts in this scope of services.
4. The Design Team is not providing or producing any environmental or biological investigations or clearances.
5. The Design Team will not be designing or extending any sanitary sewer.
6. The Design Team is not providing utility extensions to the site.
7. Reproduction of all construction sets for this phase shall be paid by the City of Avondale or ADOT and have not been included in this scope or attached fee proposal.
8. No post design construction observation services have been included in this proposal for any designed features.
9. The Design Team is not providing any permitting for this project.
10. This scope of services does not include the design of any traffic signal design, construction sequencing, or traffic control plans.
11. Utility potholing and/or designating utilities has not been included in this scope of

services.

12. As-built information services have not been included in this proposal.
13. Development of phasing plans is not included in this scope of services.
14. This scope assumes that this project will be bid as one project and under one cover.
15. Structural Engineering has not been included as part of this scope of services.
16. This scope does not include any geotechnical services or testing.
17. This scope does not include any electrical services. Note that up lighting of any wall aesthetics may be discussed with ADOT's design consultant to determine what if any is feasible but no plan or detail development has been included in this scope.

We would expect to start our services promptly after receipt of your acceptance and complete our services in a timely manner. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.

[Fee Estimate]

See following pages.

DERIVATION OF COST PROPOSAL SUMMARY

City of Avondale Bridge and Roadway Aesthetics

Fee Summary

FIRM NAME: J2 Engineering & Environmental Design

J2 Design:

Public Involvement		$4,376.85
Meetings with City and ADOT		$7,251.11
Design of Enhancement Drawings and Details		$51,993.15
Total J2 Design Services	**$63,621.11**	

Fee Summary:

Design Fee Total: **$63,621.11**

TOTAL FEE WITH NO ALLOWANCES: $63,621

Allowances:

Reimbursables **Allowance**		$2,390.74
FEE ALLOWANCE	**$2,390.74**	

TOTAL FEE INCLUDING ALLOWANCES: $66,012

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Avondale

I-10 Bridge, Wall and Hardscape Aesthetic Enhancements

FIRM NAME: J2 Engineering & Environmental Design

PUBLIC INVOLVEMENT

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Principal	0	$65.00	$0
Landscape Architect	16	$46.75	$748
L.A. Designer	21	$31.83	$668
L.A. Designer/CADD	8	$30.46	$244
Total Hours	45	**Total Direct Labor**	$1,660

Total Estimated Labor:	$1,660
Overhead @ 139.68% of Direct Labor	$2,319
J2 Total Estimated Labor and Overhead:	**$3,979**

Estimated Direct Expenses
None - Included in Overhead

Total Direct Expenses **$0**

Subconsultants
(Listed by Firm or Name at Estimated Cost to you - No Markup)
None

Total Estimated Outside Services:	$0
Total Estimated Cost J2 and Subconsultant	$3,979
Fixed Fee (D.L. + O.H.) X 10%	$398
Basic Design Services Total Estimated Cost:	**$4,377**

J2 Engineering and Environmental Design, LLC

Jeff Engelmann, ASLA
Vice President

01-17-07
Date

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Avondale
I-10 Bridge, Wall and Hardscape Aesthetic Enhancements
FIRM NAME: J2 Engineering & Environmental Design

Thursday, January 04, 2007

PUBLIC INVOLVEMENT

Task		Description	Project Principal	Project L.A.	L.A. Designer	LA Designer CADD	Total Hours
100	**Public Involvement**		**0**	**16**	**21**	**8**	**45**
		Meeting notes following the public meeting / open house		4	1		5
		City Staff/Consultant Meeting to discuss logistics and sequence for Public Involvement		4	4		8
		Preparation and Graphics for Public Meeting (1)		4	12	8	24
		One (1) Public Meeting open house		4	4		8
Total Hours			**0**	**16**	**21**	**8**	**45**

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Avondale

I-10 Bridge, Wall and Hardscape Aesthetic Enhancements

FIRM NAME: J2 Engineering & Environmental Design

DESIGN SERVICES - MEETINGS

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates		Total
Project Principal	0	$65.00		$0
Landscape Architect	35	$46.75		$1,636
L.A. Designer	35	$31.83		$1,114
L.A. Designer/CADD	0	$30.46		$0

Total Hours 70 **Total Direct Labor** $2,750

Total Estimated Labor:	$2,750
Overhead @ 139.68% of Direct Labor	$3,842
J2 Total Estimated Labor and Overhead:	**$6,592**

Estimated Direct Expenses

None - Included in Overhead

Total Direct Expenses **$0**

Subconsultants

(Listed by Firm or Name at Estimated Cost to you - No Markup)

None

Total Estimated Outside Services:	$0
Total Estimated Cost J2 and Subconsultant	$6,592
Fixed Fee (D.L. + O.H.) X 10%	$659
Basic Design Services Total Estimated Cost:	**$7,251**

J2 Engineering and Environmental Design, LLC

Jeff Engelmann, ASLA
Vice President

01-17-07
Date

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Avondale
I-10 Bridge, Wall and Hardscape Aesthetic Enhancements
FIRM NAME: J2 Engineering & Environmental Design

Thursday, January 04, 2007

DESIGN SERVICES - MEETINGS

Task	Description	Project Principal	Project L.A.	L.A. Designer	LA Designer CADD	Total Hours
200	**Site Analysis and Preliminary Design (30%)**	**0**	**8**	**8**	**0**	**16**
	Meetings:					
	Project meetings with City of Avondale for a total of one (1) meeting		4	4		8
	Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings (One as Comment Resolution)		4	4		8
300	**Design Development (60%)**	**0**	**8**	**8**	**0**	**16**
	Meetings:					0
	Project meetings with City of Avondale for a total of one (1) meeting		4	4		8
	Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings (One as Comment Resolution)		4	4		8
400	**Pre-Final Construction Documents (95%)**	**0**	**7**	**7**	**0**	**14**
	Meetings:					0
	Project meetings with City of Avondale for a total of one (1) meeting		3	3		6
	Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings (One as Comment Resolution)		4	4		8
500	**Final Construction Documents (100%)**	**0**	**7**	**7**	**0**	**14**
	Meetings:					0
	Project meetings with City of Avondale for a total of one (1) meeting		3	3		6
	Project meetings with ADOT or ADOT's Consultant Design Team for a total of two (2) meetings (One as Comment Resolution)		4	4		8
						0
600	**Bid Set Construction Documents (Bid Set)**	**0**	**5**	**5**	**0**	**10**
	Meetings:					0
	Project meetings with City of Avondale for a total of one (1) meeting		3	3		6
	Project meetings with ADOT or ADOT's Consultant Design Team for a total of one (1) meeting		2	2		4
	Total Hours	**0**	**35**	**35**	**0**	**70**

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Avondale

I-10 Bridge, Wall and Hardscape Aesthetic Enhancements

FIRM NAME: J2 Engineering & Environmental Design

DESIGN SERVICES - LANDSCAPE ARCHITECTURE WALL AND AESTHETIC DESIGN

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Principal	22	$65.00	$1,430
Landscape Architect	148	$46.75	$6,919
L.A. Designer	163	$31.83	$5,188
L.A. Designer/CADD	203	$30.46	$6,183

Total Hours 536 **Total Direct Labor** $19,721

Total Estimated Labor:	$19,721
Overhead @ 139.68% of Direct Labor	$27,546
J2 Total Estimated Labor and Overhead:	**$47,267**

Estimated Direct Expenses
None - Included in Overhead

Total Direct Expenses **$0**

Subconsultants
(Listed by Firm or Name at Estimated Cost to you - No Markup)
None

Total Estimated Outside Services:	$0
Total Estimated Cost J2 and Subconsultant	$47,267
Fixed Fee (D.L. + O.H.) X 10%	$4,727
Basic Design Services Total Estimated Cost:	**$51,993**

J2 Engineering and Environmental Design, LLC

Jeff Engelmann, ASLA
Vice President

01-17-07
Date

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Avondale
I-10 Bridge, Wall and Hardscape Aesthetic Enhancements
FIRM NAME: J2 Engineering & Environmental Design
Friday, December 29, 2006

DESIGN SERVICES - LANDSCAPE ARCHITECTURE WALL AND AESTHETIC DESIGN

Task	Description	Project Principal	Project L.A.	L.A. Designer	LA Designer CADD	Total Hours
200	**Site Analysis and Preliminary Design (30%)**	**6**	**42**	**57**	**61**	**166**
	Project Administration & Coordination	2				2
	Gather Base Data from ADOT Design Consultant		4	4	8	16
	Site Visit to Confirm Existing Conditions		4	4		8
	Create Concepts and Design Memo for Noise Wall/Retaining Wall and Bridge Wing Walls		20	26	26	72
	Create Concepts for Bridge Slope Paving		10	15	15	40
	Quantities & Estimate		4	8	12	24
	QA/QC	4				4
300	**Design Development (60%)**	**4**	**31**	**48**	**74**	**157**
	Project Administration & Coordination	2				2
	Response to Review Comments from City and ADOT on Concepts		4	2		6
	Specifications		8			8
	Quantities & Estimate		4	4	2	10
	QA/QC	2				2
	PLAN DEVELOPMENT					
	Cover Sheet, Sheet Index and Quantities (1 Sheet)		1	2	4	7
	Preliminary General Notes for Wall Aesthetics		1	2	4	7
	Preliminary General Wall Aesthetic Details		1	2	4	7
	Preliminary Wall Aesthetic Elevations		4	12	20	36
	Preliminary Graphic Relief Cross Sections		4	12	20	36
	Preliminary Wall Aesthetic Enlargements		4	12	20	36
400	**Pre-Final Construction Documents (95%)**	**4**	**25**	**27**	**38**	**94**
	Project Administration & Coordination	2				2
	Response to Review Comments		4	2		6
	Specifications		8			8
	Quantities & Estimate		4	4	2	10
	QA/QC	2				2
	PLANS					
	Cover Sheet, Sheet Index and Quantities (1 Sheet)		1	1	2	4

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Avondale
I-10 Bridge, Wall and Hardscape Aesthetic Enhancements
FIRM NAME: J2 Engineering & Environmental Design
Friday, December 29, 2006

DESIGN SERVICES - LANDSCAPE ARCHITECTURE WALL AND AESTHETIC DESIGN

Task		Description	Project Principal	Project L.A.	L.A. Designer	LA Designer CADD	Total Hours
		Preliminary General Notes for Wall Aesthetics		1	1	2	4
		Preliminary General Wall Aesthetic Details		1	1	2	4
		Preliminary Wall Aesthetic Elevations		2	6	10	18
		Preliminary Graphic Relief Cross Sections		2	6	10	18
		Preliminary Wall Aesthetic Enlargements		2	6	10	18
500	**Final Construction Documents (100%)**		**4**	**28**	**19**	**20**	**71**
		Project Administration & Coordination	2				2
		Response to Review Comments		4	2		6
		Specifications		16			16
		Quantities & Estimate		2	2	2	6
		QA/QC	2				2
		PLANS					
		Cover Sheet, Sheet Index and Quantities (1 Sheet)		1	1	1	3
		Preliminary General Notes for Wall Aesthetics		1	1	1	3
		Preliminary General Wall Aesthetic Details		1	1	1	3
		Preliminary Wall Aesthetic Elevations		1	4	5	10
		Preliminary Graphic Relief Cross Sections		1	4	5	10
		Preliminary Wall Aesthetic Enlargements		1	4	5	10
							0
600	**Bid Set Construction Documents (Bid Set)**		**4**	**22**	**12**	**10**	**48**
		Project Administration & Coordination	2				2
		Response to Review Comments		2	1		3
		Specifications		12			12
		Quantities & Estimate		2	2	1	5
		QA/QC	2				2
		PLANS					
		Cover Sheet, Sheet Index and Quantities (1 Sheet)		1	1	1	3
		Preliminary General Notes for Wall Aesthetics		1	1	1	3
		Preliminary General Wall Aesthetic Details		1	1	1	3
		Preliminary Wall Aesthetic Elevations		1	2	2	5
		Preliminary Graphic Relief Cross Sections		1	2	2	5
		Preliminary Wall Aesthetic Enlargements		1	2	2	5
	Total Hours		**22**	**148**	**163**	**203**	**536**

EXPENSES

CONSULTANT/SUBCONSULTANT REIMBURSABLE EXPENSES

CONSULTANT/SUBCONSULTANT: **J2 Engineering and Environmental Design, LLC (J2)**

Project Name: **I-10 Bridge and Hardscape Aesthetics City of Avondale**

CONTRACT NO.:

DATE: **1/10/2007**

DIRECT AND OUTSIDE EXPENSES

Item	Qty	Units	$/Unit	Subtotal	Totals
Plotting					
Paper (11"x17")	120	Shts	$ 0.13	$ 15.60	
Vellum (24"x36")	30	Shts	$ 8.25	$ 247.50	
Subtotal Plotting				$ 263.10	$ 263.10
Reproduction					
Color Lasers					
8.5"x11" (Newsletters/Flyers)		Shts	$ 0.90	$ -	
11"x17"		Shts	$ 1.25	$ -	
Blacklines for color rendering on Bright White paper					
24"x36"	12	Shts	$ 8.40	$ 100.80	
Bond submittal copies					
24" X36"	120	Shts	$ 0.45	$ 54.00	
CD ROM	4	EA	$ 2.00	$ 8.00	
GBC Binding (2")		EA	$ 3.60	$ -	
Binding (11"x17" screw)		EA	$ 3.60	$ -	
Binding (24"x36" edge)		EA	$ 0.55	$ -	
3-Ring Notebooks (3")		EA	$ 7.81	$ -	
3-Ring Notebooks (2")		EA	$ 6.44	$ -	
Drymount (24"x36" foam core)	9	EA	$ 20.00	$ 180.00	
Drymount (30"x42" foam core)		EA	$ 33.00	$ -	
Copying					
Paper (24"x36")	120	Shts	$ 3.00	$ 360.00	
Paper (24"x36" to 11"x17")	120	Shts	$ 2.80	$ 336.00	
Paper (11"x17") for team distribution	200	Shts	$ 0.15	$ 30.00	
Paper (8.5"x11") for specifications	200	Shts	$ 0.120	$ 24.00	
Pre-Printed Tabs		EA	$ 0.30	$ -	
Color Reductions (30x42 to 11x17)		EA	$ 34.00	$ -	
Subtotal Reproduction				$ 1,092.80	$ 1,092.80
Color Scans to Disk (24"x36")	9	EA	$ 45.00	$ 405.00	$ 405.00
Mileage	500	Miles	$ 0.425	$ 212.50	$ 212.50
Messenger Service	4	Trips	$ 50.00	$ 200.00	$ 200.00
		EA		$ -	$ -
Mail		Letters	$ 0.37	$ -	$ -
				Sub Total	**$ 2,173.40**
				Contingency 10%	**$ 217.34**
				Total for Direct Expenses	**$ 2,390.74**

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement - Janitorial Services - Landmark Building Maintenance

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Daniel Davis, Director of Parks, Recreation & Libraries 623-333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Landmark Building Maintenance to provide janitorial services for city facilities in the amount of $138,289.92.

DISCUSSION:

The city's current janitorial services contract, which included daily cleaning for City Hall, Police Headquarters, and the City Court facility has expired. The Municipal Operations Service Center was added to the base janitorial contract as an addendum when the building was completed in September 2006. The Finance Department issued a Request for Proposals (RFP) for janitorial services in December 2006. The Scope of services included the existing facilities that are included in the current contract and added the new Civic Center Library. Janitorial service for all other City Facilities will continue to be provided by our existing city custodial staff. This will provide a balanced approach to performing janitorial service throughout city facilities. The city received seven (7) proposals, which were reviewed by a panel of City staff. Staff's evaluation included the contractor's content and quality of the information provided; the ability of the contractor to successfully perform the requested services; the contractor's experience and qualifications; and price. After reviewing and evaluating the proposals in accordance with the stated criteria, staff ranked Landmark Building Maintenance the highest rated firm based upon the quality of work, qualifications and experience. The evaluation panel then reviewed the contractor's fee proposal and found that Landmark Building Maintenance provided the lowest price.

BUDGETARY IMPACT:

The expenditure for Janitorial services is included in the Building Maintenance budget line item 5420-6320 (Contractual Maintenance Building & Grounds).

RECOMENDATION:

Staff recommends that the City Council approve a Professional Service Agreement with Landmark Building Maintenance for janitorial services for city facilities in the amount of $138, 289.92 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement - Landmark

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LANDMARK BUILDING MAINTENANCE SERVICES, L.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 20, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Landmark Building Maintenance Services, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFP by the Proposal, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for for janitorial services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 28, 2009, unless otherwise terminated pursuant to Section 13 of this Agreement. Thereafter, the parties may renew this Agreement for up to three additional one-year terms, the first extension beginning the first day of March 2009 and ending the last day of February 2010.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $15,000.00 per month for the Services, which includes supplies.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"

shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or

otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and

Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which 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.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Landmark Building Maintenance 1725 West 17th Street Tempe, Arizona 85281 Facsimile: 480-303-0249 Attn: Amy Metz, General Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFP, the Consultant's response to the RFP, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

LANDMARK BUILDING MAINTENANCE SERVICES, L.L.C., an Arizona limited liability company

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of LANDMARK BUILDING MAINTENANCE SERVICES, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LANDMARK BUILDING MAINTENANCE SERVICES, L.L.C.

[RFP]

See following pages.

FM 06-035

REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES

CITY OF AVONDALE

11465 W. Civic Center Drive
Avondale, AZ 85323

Release Date:
November 28, 2006
Mandatory Prospective Proposer's Conference:
Thursday, December 14th, 2006 at 10:00 a.m.
City of Avondale
Mesquite Conference Room
11465 W. Civic Center Drive
Avondale, AZ 85323
Proposal must be received no later than:
Thursday, December 28, 2006, 3:00 p.m. MST
Contact Person:
David Ramuz (dramuz@avondale.org) or Peggy Wright (pwright@avondale.org)

TABLE OF CONTENTS

SECTION	**PAGE**
Introduction	1
General Terms and Conditions	
Instructions to Proposers	2 – 3
Term of Contract	3
Minimum Qualifications	3 – 4
Format	4 – 5
Contractor Proposal	5 – 6
Award of Agreement	6 – 7
Professional Services Agreement	8 – 20
Exhibit A – Scope of Work	21 – 28
Exhibit B – Pricing	29
Exhibit C – Supplies	30
Vendor Information Form	31

INTRODUCTION

The City of Avondale (the "City") is seeking qualified contractors to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services for the Civic Center and other City buildings. The City is therefore issuing this request for proposals.

The City takes pride in providing an exceptionally clean, safe and aesthetically pleasing environment at all times for its patrons and employees and expects Janitorial Services Contractors to demonstrate this same pride in their work performed. The contractor shall be required to furnish all labor, materials, equipment, tools, services and skill required to maintain a clean and safe environment throughout the contract period. The contractor shall have the right to use weekends and or holidays to accomplish weekly, monthly, semi-annual and annual services as approved by the City.

The City currently has a Civic Center Campus with three buildings (City Hall, Police and Court), Library (currently under construction) and a Municipal Operations Service Facility with two buildings.

Square footage for each building is as follows:

City Hall	69,300 sq ft
Court	11,700 sq ft
Police Headquarters	26,300 sq ft
Municipal Operations Facility	33,000 sq ft
Fleet Services	15,861 sq ft
Library	31,000 sq ft

GENERAL TERMS AND CONDITIONS

Instructions to Proposers

A. Telegraphic (facsimile) or mailgram proposals will not be considered. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as a number of days, shall be calendar days.

B. It is the responsibility of all Contractors to (i) examine the entire RFP, (ii) seek clarification of any item or requirement that may not be clear and (iii) check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal due date and time.

C. Any question related to the RFP shall be directed to the City contact whose name appears on the front of this RFP. Questions shall be submitted in writing. Any correspondence related to the RFP shall refer to the appropriate RFP number, page and paragraph. However, the Contractor shall not place the RFP number on the outside of any envelope containing questions because such an envelope may be identified as a sealed Proposal and may not be opened until after the official Proposal due date and time.

D. A **MANDATORY** prospective proposer's conference will be held on Thursday, December 14th, at 10:00 a.m, at Avondale City Hall in the Mesquite Conference Room. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the Agreement requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment to this RFP. After the conference, tours will be conducted of all facilities relating to this Request for Proposals.

E. Late Proposals will not be considered, except as provided by the City Procurement Code. A Contractor submitting a late Proposal shall be so notified.

F. At any time prior to the specified Proposal due date and time, a Contractor (or designated representative) may withdraw the Proposal by delivering a written withdrawal to the City Clerk. Facsimile or mailgram Proposal withdrawals will not be considered. At any time prior to the specified due date and time, a Contractor (or designated representative) may amend the Proposal by delivering a written amendment to the City Clerk. Facsimile or mailgram Proposal amendments will not be considered.

G. Cooperative Purchasing: This Contract shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded contractor. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Contractor must be in agreement with the cooperative transaction. Any orders placed to the successful Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract

will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

H. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Contractor provided payment is made within the discount period.

I. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

J. The City shall not reimburse the cost of developing or presenting a Proposal. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner.

K. If any person contemplating submitting a Proposal for the RFP is in doubt as to the true meaning of any part of the plans, specifications or Agreement, or finds discrepancies in, or omissions from the drawings or specifications, he may, no later than seven days prior to the Proposal opening, submit to the City's contact person a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made only by amendment duly approved and issued and a copy of each such amendment will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the RFP.

L. Direct contact with City staff, elected or appointed officials on City contracts concerning this RFP is strictly prohibited and will result in disqualification from consideration.

Term of Contract

The term of this Contract shall commence on the date it is fully executed by the City, unless a different effective date is set forth herein and shall continue for a period of two (2) years thereafter. At the discretion of the City, and with the agreement of contractor, this contract may be extended for a maximum of three (3), one (1) year periods, with no material changes to the terms and conditions unless agreed upon by mutual agreement of the Contractor and the City of Avondale.

Minimum qualifications

In order to be considered for evaluation, Contractor shall meet the following minimum qualifications:

a. Proposal submitted on or before the above closing date.
b. Proposal is in the format requested below.

c. Contractor is licensed to do business in the City of Avondale. Provide licensure information with your proposal.
d. Contractor has been in business for a minimum of three (3) years concurrently.
e. Contractor has provided similar services to an organization of the same size or larger than the City of Avondale within the last three (3) years.

Format

Proposals shall be submitted with one (**1) original and six (6) copies** to the City Clerk's Office in the format set forth below. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The Proposal shall contain, at a minimum, the following information in the following order:

Section 1: Letter of Transmittal.

A letter of transmittal with an original ink signature by a person authorized to represent this offer shall be submitted with Contractor's original proposal, with one (1) reprographic copy in each subsequent copy of proposal.

Section 2: Understanding of the Project.

Contractor shall provide a summary of the project and its understanding of the needs of the City of Avondale and its population.

Section 3: Proposed Services Provided:

Proposer shall describe proposed services as related to the Scope of Work, including the firm's approach to performing the required services and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling, and staff.

Include a sample proposed schedule of services.

Section 4: Qualifications and experience

Proposer shall provide general information relating to its organization, including years in business.

Proposer shall provide detailed description of similar services performed as pertaining to the Scope of Work set forth below.

Proposal shall include, in detail, the methodology used to ensure that employees are authorized to work in the United States.

Identify, at a minimum, three (3) comparable janitorial contracts which the company currently holds or has held in the last five years. For each comparable contract identified, provide:

a. Name of company or organization
b. Contact name
c. Contact address, telephone number, and email address
d. Type of services provided

The above information must be current, as this will be used to verify references. Inability of the City to verify references may result in the proposer's disqualification.

Section 3: Pricing.

Pricing shall be submitted in a separate, sealed envelope enclosed with your proposal. Pricing shall be inclusive of all services related to the Scope of Work below.

Contractor Proposal

A. The Proposal shall be submitted with an original ink signature by a person authorized to bind the Contractor. Erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Contractor Proposal.

B. By submitting a Proposal, the Contractor certifies:

1. The submission of the Proposal did not involve collusion or other anti-competitive practices.

2. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

3. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal and the resulting Agreement and the Contractor may be debarred from further bidding in the City.

C. If the Contractor believes that a bid, Proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the City makes a written determination. The City shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City determines to disclose the information, the City shall inform the Contractor in writing of such determination.

D. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification.

E. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for 180 days after the opening time and date.

Award of Agreement.

I. Prior to the award of the Contract, the successful Contractor shall have a completed Request for Vender Number on file with the City Finance Department.

II. Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Contractor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE PROVIDED OR READ. After the City has entered into an Agreement with the successful Contractor, the successful Proposal and the evaluation documentation shall be open for public inspection.

III. In accordance with the City Procurement Code, after the initial receipt of Proposals, discussions may be conducted with Contractors who submit Proposals determined to be reasonably susceptible of being selected for award.

IV. In accordance with the City's Procurement Code, awards shall be made to the responsible Contractor whose Proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below (in their relative order of importance).

1. Proposed Operational Plan (30 points)
2. Firm's qualifications and experience (25 points)
3. Understanding of the Project (15 points)
4. Annual costs to the City (20 points)
5. References (10 points)

Total points possible = 100

V. Unless the Proposal states otherwise, or unless provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this RFP or the Agreement, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals, or portions thereof or (iii) reissue a RFP.

GENERAL TERMS AND CONDITIONS

VI. Proposals submitted response to this RFP is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the attached Agreement. Proposals do not become contracts until the Agreement is signed by the City and the Contractor and accepted by the City Council.

VII. Any interested party may protest a solicitation issued by the city, or the proposed award, or the award of a city contract. All protests will be considered, however, the ultimate decision is at the discretion of the city.

(a) The protest shall be in writing and shall include the following information:
  (1) The name, address, telephone number and signature of the protestor;
  (2) Identification of the solicitation or contract number;
  (3) A detailed statement of the legal and factual grounds of the protest and the form of relief requested.

(b) Protests shall be filed with the procurement office within five (5) days from the time the alleged instance occurred. The procurement office will make the initial contact to resolve the matter.

(c) The city manager shall have the final authority to resolve protests and to settle and resolve contract claims and controversies.

(d) The city manager shall issue a written decision within fourteen (14) days after a protest has been filed. The decision shall contain an explanation on the basis of the decision.

EXHIBIT B – PRICING

Basic monthly rate, per routine requirements as specified herein $ _____ / month

Optional Services:
Describe: $ _____

_____

Supplies (see attached list) $ _____ / month

Payment Terms (See General Terms and Conditions, Instructions, Item H)

_____ % Net _____

EXHIBIT C – SUPPLIES

Product	Qty per Unit	Monthly Average
GP-18280 2-Ply Toilet Tissue	80/cs	8 cases
GP-20389 Multi-Fold Towels	4000/cs	21 cases
SI-91300 Pink Gallon Soap	4/cs	2 cases
RM-25177673 1/2 Fold Seat Covers	20/cs	2 cases
IM-9513 Urinal Screens with Blocks	12/box	3 boxes
RM-25025088 Sanisac Liners	500/cs	1 case
RM-25176488 Tampons	500/cs	1 case
RM-25176798 Maxi-pads	250/cs	1 case
WP-H242406N 24 X 24 6 MIC	1000/cs	4 cases
NT-S303708N 30 X 37 8 MIC	500/cs	4 cases
WP-H404822N 40 X 48 22 MIC	150/cs	6 cases
AG-CS1630 Black Silica Sand	100 lb	unknown
LBI.CLO01594 Disinfecting Wipes	12/box	1 box
IM-1525 Disp Urinal Mats	6/box	1 box

VENDOR INFORMATION FORM

By signing this agreement the submitting firm certifies that it has reviewed the administrative information and draft Professional Services Agreement's terms and conditions and, if awarded the contract, agrees to be bound thereto.

FIRM SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Finance and Budget Department
11465 W. Civic Center Drive, Suite 250
Avondale, Arizona 85323-6807
Phone: (623) 478-3200
Fax: (623) 478-3817
Website: www.avondale.org

JANITORIAL SERVICES
FM 06-035
Addendum No. 1

Date: December 18, 2006

From: Peggy Wright, Procurement Officer

Bid Date and Time: Thursday – December 28, 2006
3:00 P.M. (MST)

Subject: Addendum No. 1 to the Request for Proposal

A. SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted proposal. Failure to do so may subject the bidder to disqualification.

This addendum No. 1 consists of correction to the Introduction section, and clarification in the Scope of Work.

B. INTRODUCTION

Page 1 – Square footage

Now reads:

Municipal Operations Facility – 33,000
Fleet Services – 15,861

Amend to read:

Field operations/Fleet Services – 3,000 (cleanable square footage)

Municipal Operations Service Center - 23,254 (cleanable square footage)

Finance and Budget Department
11465 W. Civic Center Drive, Suite 250
Avondale, Arizona 85323-6807
Phone: (623) 478-3200
Fax: (623) 478-3817
Website: www.avondale.org

C. SCOPE OF WORK

The following information shall be added to the Scope of Work

Add as Item

IX Floor Surfaces

Please see attached floor plans for hard-surface areas.

Adobe Acrobat 7.0
Document

X Number of Employees:

The following is an approximate number of employees per location:

A. City Hall:
First floor – 75 employees
Second floor – 62 employees

B. Court Building
12 employees

C. Police Headquarters
First floor – 20 employees
Second floor – 30 employees

D. Municipal Operations Service Center
Administration – 35 employees
Shop – 80 employees

E. Field Operations/Fleet Services
15 employees

F. Civic Center Library
12 employees

Finance and Budget Department
11465 W. Civic Center Drive, Suite 250
Avondale, Arizona 85323-6807
Phone: (623) 478-3200
Fax: (623) 478-3817
Website: www.avondale.org

JANITORIAL SERVICES
FM 06-035
CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

_____, affirms that ADDENDUM No. 1 has (Name of Vendor/Designee) been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Contractor's Offer.

_____, _____2006
Signed Date

_____
Print Name

_____
Company Name

_____
Address

_____
City, State Zip

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LANDMARK BUILDING MAINTENANCE SERVICES, L.L.C.

[The Proposal]

See following pages.

Section 3: Proposed Services Provided

Proposed services as related to the Scope of Work

a) Adherence to the cleaning specifications.
b) Providing additional frequencies of cleaning to satisfy specific areas of need, in specific locations, within budgeted hours.

There will be a minimum of 5 full time employee's required to provide the Nightly Custodial Services. This will include 1 full time working Supervisor. Floor and carpet maintenance is provided by our off site floor techs that specialize in this type of work, and have the special equipment required to do the job.

Scheduling

a) Nightly Services will be performed as per the Scope of Work
b) Weekly services will be scheduled ie: stairwells on a Friday, mop hard surface floors on a Wednesday, etc.
c) Monthly Services will be scheduled ie: Vacuum dust all air vents, first week of each month, vacuum blinds, second week of each month, etc.
d) Semi Annual Services ie: Vacuum curtains and draperies, first week of January, first week of July

In other words, all duties that are not to be performed on a nightly basis, will be scheduled for specific days, and weeks throughout the year. Sample schedules have been prepared for your review.

LANDMARK
BUILDING MAINTENANCE
SERVICES LTD

928 S. 52nd Street
Suite 102
Tempe, AZ 85281
Tel: 480-303-0244
Fax: 480-303-0249

BUILDING LIGHT DUTY PROJECT SCHEDULE

1st WEEK – 1st^{D} FLOOR – Dates: From.....to.....

Description	Freq.	Mon	Tues	Wed	Thur	Fri
Dust all window frames – all floors	Weekly	X		X		
Dust tops of partitions – all floors	Weekly	X		X		
Dust entire filing cabinets – all floors	Weekly	X		X		
Dust Ceiling Vents	E-8-wks		X			
Dust desk verticals	E-4-wks				X	
Dust window blinds	E-8-wks				X	
Vacuum cloth chairs	E-4-wks					X
Vacuum Carpet edges	E-4-wks					X

2ND WEEK – 2ND FLOOR – Dates: From.....to.....

Description	Freq.	Mon	Tues	Wed	Thur	Fri
Dust all window frames – all floors	Weekly	X		X		
Dust tops of partitions – all floors	Weekly	X		X		
Dust entire filing cabinets – all floors	Weekly	X		X		
Dust ceiling vents	E-8-wks		X			
Dust desk verticals	E-4 wks				X	
Dust window blinds	E-8-wks				X	
Vacuum cloth chairs	E-4-wks					X
Vacuum Carpet edges	E-4-wks					X

3rd WEEK – 3RD FLOOR – Dates: From.....to .....

Description	Freq.	Mon	Tues	Wed	Thur	Fri
Dust all window frames – all floors	Weekly	X		X		
Dust tops of partitions – all floors	Weekly	X		X		
Dust entire filing cabinets – all floors	Weekly	X		X		
Dust Ceiling Vents	E-8-wks		X			
Dust desk verticals	E-4-wks				X	
Dust window blinds	E-8-wks				X	
Vacuum cloth chairs	E-4-wks					X
Vacuum carpet edges	E-4-wks					X

4th WEEK – 4TH FLOOR – Dates: From.....to .....

Description	Freq.	Mon	Tue	Wed	Thur	Fri
Dust all window frames – all floors	Weekly	X		X		
Dust tops of partitions – all floors	Weekly	X		X		
Dust entire filing cabinets – all floors	Weekly	X		X		
Dust Ceiling Vents	E-8-wks		X			
Dust desk verticals	E-4-wks				X	
Dust window blinds	E-8-wks				X	
Vacuum cloth chairs	E-4-wks					X
Vacuum carpet edges	E-4-wks					X

SITE DAILY FOCUS
ENFOQUE DIARIO

- ❑ MONDAY – Detail Restrooms
- ❑ LUNES – Detallar los Banos

- ❑ TUESDAY – High Dusting
- ❑ MARTES – Despolvar areas altas

- ❑ WEDNESDAY – Detail Vacuuming
- ❑ MIERCOLES – Detallar la aspirada

- ❑ THURSDAY – Detail Glass & Windows & Sills
- ❑ JUEVES – Detallar el vidrio y sills

- ❑ FRIDAY – Detail Floor Cleaning
- ❑ VIERNES – Detallar los pisos

- ❑ SUNDAY – Detail Floor Cleaning
- ❑ DOMINGO – Detallar los pisos

LANDMARK
BUILDING MAINTENANCE
SERVICES LTD

928 S. 52nd Street
Suite 102
Tempe, AZ 85281
Tel: 480-303-0244
Fax: 480-303-0249

BUILDING FLOOR MAINTENANCE

1ST WEEK – 1ST FLOOR – Dates: From.....to.....

Location	Description	Mon	Tues	Wed	Thur	Fri
Kitchens & Pantry	Wash/Degreaser	.5	.5	.5	.5	.5
Flagstone floor	Damp mop	1.5	1.5	1.5	1.5	1.5
Mail room	Burnish	1.5				
Freight elevator	Scrub & wax	.5				
Serving Area	Machine Scrub		2.0			
Cafeteria Eating	Machine Scrub		4.0			
Restrooms (4)	Machine Scrub				3.0	
Vct B wing	Burnish					.5
Vct D wing	Burnish					1.0
Vct E wing	Burnish					1.5
Sub – total hours		4.0	8.0	2.0	5.0	5.0
A Wing	Clean carpets	4.0				
B Wing	Clean Carpets			2.0		
D Wing	Clean carpets			2.0		
E Wing	Clean carpets			2.0	2.0	
Day Care	Clean carpets					3.0
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

2ND WEEK – 2ND FLOOR – Dates: From.....to.....

Location	Description	Mon	Tues	Wed	Thur	Fri
Kitchens and Pantry	Wash/Degreaser	.5	.5	.5	.5	.5
Flagstone floor	Damp Mop	1.5	1.5	1.5	1.5	1.5
Mail Room	Burnish	1.5				
Freight elevator	Burnish	.5				
Restrooms	Machine scrub				3.0	
VCT "A" Wing	Burnish					1.0
VCT "B" Wing	Burnish					1.0
VCT "D" Wing	Burnish					.75
VCT "E" Wing	Burnish					.75
Sub-Totals		4.0	2.0	2.0	5.0	5.5
A Wing	Clean carpets	4.0				
B Wing	Clean carpets		2.0			
D Wing	Clean carpets		2.0			
E Wing	Clean carpets			4.0		
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

3rd WEEK – 3RD FLOOR – Dates: From.....to .....

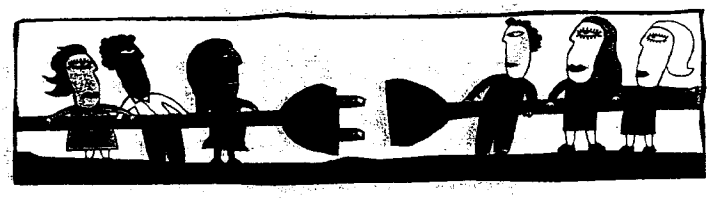
Location	Description	Mon	Tues	Wed	Thur	Fri
Kitchens & Pantry	Wash/Degrease	.5	.5	.5	.5	.50
Flagstone floor	Damp Mop	1.5	1.5	1.5	1.5	1.5
Mail Room	Burnish	1.5				
Freight elevator	Burnish	.5				
Restrooms (4)	Machine Scrub				3.0	
VCT "A" Wing	Burnish					1.0
VCT "B" Wing	Burnish					.75
VCT "D" Wing	Burnish					.75
CEO office "E" Wing	Hand wash all marble floors					1.0
VCT "E" Wing	Burnish					.5
Sub – Totals		4.0	2.0	2.0	5.0	5.0
A Wing	Clean carpets	4.0				
B Wing	Clean carpets		2.0			
D Wing	Clean carpets		2.0			
E Wing	Clean carpets			4.0		
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

4th WEEK – 4TH FLOOR – Dates: From.....to .....

Location	Description	Mon	Tue	Wed	Thur	Fri
Kitchens & Pantry	Wash/Degrease	.5	.5	.5	.5	.5
Flagstone floor	Damp Mop	1.5	1.5	1.5	1.5	1.5
Mail Room	Burnish	1.5				
Freight elevator	Burnish	.5				
Restrooms	Machine Scrub				3.0	
VCT "A" Wing	Burnish					.75
VCT "B" Wing	Burnish					.75
VCT "D" Wing	Burnish					.75
President's Office "E" Wing	Polish wood Floors 15" mach.					1.0
VCT "E" Wing	Burnish/Buff					.75
Sub Total		4.0	2.0	2.0	5.0	6.0
A Wing	Clean carpets	4.0				
B Wing	Clean carpets		2.0			
D Wing	Clean carpets		2.0			
E Wing	Clean carpets			4.0		
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Team Cleaning System

Employees will work as a team, in order to facilitate better security, ease of training new employees, a leader that inspects as cleaning is done, and better control and accountability of the workers. Additionally, this provides incentives for promotions and better wage rates within the group. See detail on Team Cleaning.



THE TEAM CLEANING SYSTEM

What is it, and how does it work?
It's a system where employees work in a group, and each employee has a specific job to do. The group is controlled by the Lead Hand. They all enter, clean, and exit areas together, and move through the building(s) following a pre-determined path provided by management. **Working closely together provides ease in new employee training, close supervision, good security, and is great for employee morale. The end result is a dedicated service team that ensures your satisfaction.**

Team Positions:

Site Supervisor
In addition to administrative and supervisory duties a Floor Maintenance and Carpet Cleaning routine may be included as part of his or her shift. Those duties will be scheduled to provide for maximum contact with the crews. In other words floors will be done while the crew is cleaning in the immediate area. This will enable the Site Supervisor to complete additional inspections of areas and interact with the staff frequently, in addition to providing floor and carpet maintenance training.

Lead Hand
Detail vacuuming, training, inspection and supervision of all employees work.
Meets with Site Supervisor prior to start of each shift, and communicates to staff on the job while working.
Controls access to all tenant areas.
Follows the crew while working so the inspection of all work can be done at the same time, and problems can be rectified immediately.
Becomes fully trained and familiar with Assistant Site Supervisors Position for back up or support.
Is supervised by the Site Supervisor and or the Area Supervisor.
Is a candidate for Building Supervisors position if it becomes available.

Assistant Lead Hand
General cleaning, training and inspection of employees work.
Assists Lead Hand with training, inspections, and supervision of employees work.
Follows the crew ahead of the Lead Hand while working so the inspection of work can be done at the same time and problems can be rectified immediately.
Becomes fully trained and familiar with Lead Hands Position for back up or support.
Is supervised by the Lead Hand and the Site Supervisor.
Is a candidate for Lead Hands position if it becomes available.

Utility Cleaner

Thoroughly performs any or all cleaning functions as needed, as delegated by the Lead Hand or Supervisor.

Is fully knowledgeable in all areas of cleaning, and is used to handling those duties that don't fit into our scheduling due to time or organization variables.
Becomes fully trained in the Assistant Lead Hands' Position for back up or support.
Is supervised by the Assistant Lead Hand and or the Lead Hand.
NOTE: This position at present is not included in our operating plan.

Washroom and Common Area Specialist

Maintaining all Public Washrooms, Foyers, Elevator, Metal Work and Stairwells.

Is responsible for providing a highly polished and clean image for these sensitive public areas.
Is fully trained to perform all janitorial service duties.
Is supervised by the Lead Hand and or the Site Supervisor.
Becomes fully trained in the Assistant Lead Hands' position for back up and support.
Is a candidate for the Assistant Lead Hands' position when it becomes available.

General Cleaning Specialist

General cleaning, and helping with trash removal, and vacuuming as needed.
Becomes fully trained in all cleaning duties, in particular Washrooms and Common Areas.
Is supervised by the Assistant Lead Hand and or Lead Hand.
Is a candidate for the Washroom and Common Area position when it becomes available.

Trash Removal Specialist

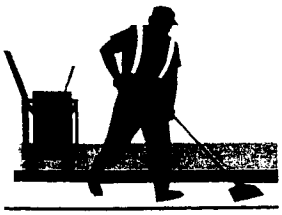
Primarily all trash removal from wastebaskets to bins, to outside containers. Will also help with vacuuming or general cleaning as needed.
Becomes fully trained in all cleaning duties.
Is supervised by Assistant Lead Hand and or Lead Hand.

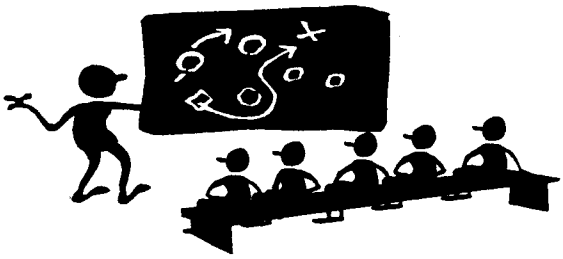
Note:

1) **All employees are fully cross-trained to do all duties.** If an employee finishes his or her duties ahead of the others, then he or she will help other employees where necessary to complete the cleaning for that area, before moving on to the next area with the crew.

2) In the case of small office areas, the crew may be split up with the Assistant Lead Hand controlling one area, and the Lead Hand the other.

3) Nightly detailed inspections are made with the Lead Hand and Site Supervisor.





THE PURPOSE AND BENEFITS OF A "TEAM CLEANING SYSTEM"

1) **Provide Pro-active Supervision and follow up of all work done in the entire building, nightly** through the Assistant Lead Hands and Lead Hands. As the Site Supervisor cannot be everywhere at once, and, quite often areas are inspected after the work is done, when employees are ready to go home.

2) **Provide more responsibility and income incentives to all employees.** They all have an opportunity to advance and make a bit more money.

3) **Training of a new employee is simple, controlled, and cost effective.** The new employee starts off removing trash only. All other training is provided on the job in a controlled group environment with continuous monitoring by the group.
Training costs are reduced substantially.

4) **What if we lose the Site Supervisor?** Cross training allows the position to be immediately filled by a knowledgeable, trained Assistant Supervisor or Lead Hand, other employees will advance, and we will hire a Trash Specialist.

5) **Back up for all positions**. This will allow us to maintain continuity in service levels, provide support for employees when needed, and cover absenteeism with ease.

6) **Building and tenant security.** Working as a group, all tenant areas are cleaned, inspected and secured by the Lead Hand or Assistant Lead Hand.

7) **All Employees as a matter of course will be inspecting each other's work**. They will be trained to do it as part of their job, as they are working in a supportive environment.

8) **Morale is higher**. Employees like to work and interact together.
Promotions are not limited to the building itself. This all results in reduced employee turnover.

9) **Productivity is generated further by the most motivated employee.**

10) **Development of customized specifications for tenant and common areas.** With participation of Lead Hands' and Assistant Lead Hands' all Specific tenant needs, frequencies of non-daily duties, and special instructions are more thoroughly documented to assist us in establishing a more highly organized routine.

11) **Reducing the non-productive supervisory cost burden**. By sharing the supervisory duties with other staff members we can offer 3 levels of supervision within the building. In fact, there should be little need for much Site Supervision once the staff has settled in.

Supervision and control of the Services

a) Team Cleaning leader conducts inspections nightly "as the work is being completed"
b) Working Supervisor will conduct inspections on specific areas and locations on a nightly basis. All areas should be thoroughly inspected by Supervisor approx. 2 to 3 times per week.
c) Off Site Area Supervisor will conduct inspections on a nightly basis of approx. 25% of the cleanable space, in addition to areas where there may be issues. These inspections may include the Site Supervisors presence if there are issues.
d) The Account Manager walks the buildings on a weekly basis, in addition to communicating with City of Avondale employees, a day time inspection of overall services is conducted.
e) The Operations or General Manager will visit the building as needed to monitor overall performance.

Contract Management, Customer Service, and Quality Control

It is paramount that the Avondale employees remain happy and comfortable with our Company coming in to their areas after hours to clean. It is their home away from home.

On Cleaning issues and requests:
We have a 24 hour rule. If a complaint or request is directed to us by Facilities Manager **via e-mail or telephone**, the Account Manager is immediately contacted to visit the related area or party that day. If it is of a minor issue this may not happen. The information is then documented on an excel work sheet for our daily Area Supervisory Meeting. The Area Supervisor will visit the location, ensure the item is corrected, sign off on the work sheet, and fax it into our office that night. A follow up telephone call or e-mail will be sent to the Facilities Manager the following morning to ensure the issue has been completed to his or her satisfaction.

If a complaint or request is **communicated to our Account Manager** when visiting the site, this information is also included on the excel spreadsheet and the same procedure is followed.

If the **Account Managers observes a deficiency that the customer is not aware of** when visiting the site, this information is also included on the excel spreadsheet and the same procedure is followed.

Tenant and Customer Relations
The customer and tenants are always right. When an issue arises that we are not convinced that we are responsible for, we will (for the moment) take the side of the tenant or customer, investigate, then return with the information gathered so agreement on the issue can be established.

A physical presence in the Building
A weekly walk through of the building by our Account Managers provides an overall scrutiny of the performance of the Operations in a timely manner, as well as the opportunity to develop professional relationships with the Facilities Manager.
Additionally, the weekly frequency of routine site visits results in dealing with issues that are normally of a minor nature, and a quick fix. Issues that arise that are of a more serious nature are followed up on in person daily until there is resolution.

Site Supervisors Reporting
Nightly reports including cleaning issues, security concerns, progress of project work, absenteeism will be faxed at the end of each shift to the Landmark office for our review the following morning. Information that needs to be communicated to Facilities is normally e-mailed by approx. 9:00 am.

Account Managers Reports
All Account Managers reports are entered into the computer prior to the meeting with the Area Supervisors each day. These reports can be made available to the Property Manager on request, or automatically e-mailed each time the building is visited.

Account Managers Findings
Each time the Account Manager visits the building, he or she will normally visit the Facilities Managers office as well. Verbal communication can be given on the results of the walk through as well.

Area Supervisors Reports
These are faxed to our office on a nightly basis, and will include information on findings that the Site Supervisor might not necessarily report, or have difficulty reporting. This information is e-mailed to our customers the following morning.

Issues around security
By utilizing the Team Cleaning System we can very quickly isolate a problem and the related employee's. Depending on the degree of concern, the employee's can be removed from the building immediately, even if we are not necessarily at fault, but to maintain the tenants comfort related to an issue that may not have been resolved.

On minor issues
Items such as food, soda, candies etc., that may or may not have been Landmark staff, we will automatically purchase a case of soda, or a box of candies etc. just to put the issue behind us, while investigating, and, or changing out the staff.

On Major issues
Employee's can be isolated and or removed. If we are not convinced that the issue is related to Landmark staff, polygraph testing is available. If our staff are at fault, Landmark pays the costs. If our staff are not at fault the requestor pays the costs.

In summary, our approach is to:

1) Maintain a good standard of cleanliness
2) Maintain a weekly frequency of site visitations
3) Develop professional relationships with all individuals we are in contact with related to the services
4) **Deal with issues within our 24 hour policy**
5) Communicate frequently with Facilities Manager
6) Provide Facilities Managers with all reports and e-mails to keep them in the loop on all Janitorial related activities in the building.

Floor Maintenance
This work will continue to be performed by our off site floor techs. All work is scheduled on a specific day each week. Project work (ie: City Hall Foyer) is normally done over the weekends.

Carpet Cleaning
As this work is to be done quarterly, we may revise the schedule (through Facilities) to do a portion of the carpet cleaning on a monthly or weekly basis, for an improved end result. In other words, take the total square footage to be cleaned every 3 months, and break it down to weekly, to provide increased frequencies of service for the areas that are most in need of it.

An additional free cleaning of the building
On all new contracts, if the service is provided Monday to Friday, we would go into the building on the previous Sunday to "Clean it again" prior to the Monday start. This generally results in a favorable, pro-active start up, and gives us a chance to organize our cleaning procedures ahead of time.

Additional Area Supervisors, Operations, and Account Managers will be on site for the first night of service.

Communication

1) Access to a **fax machine** – to send nightly reports to the Landmark Office.
2) Access to a **telephone** – our employee's clock in and out via our telephone timekeeping system (with caller ID and code numbers) to help monitor and control the hours on site.
3) **Additional reporting** from our office – All communication from the Off-Site support group (Area Managers, Account Managers, Floor Maintenance Supervisors, and Operations) goes through our office. Items of concern will be e-mailed directly to your office the same day or following morning.
4) **Copies of all reports** are available to you on a daily, weekly, or as needed basis.
5) **The 360 web site system.** This is also available for reporting and work orders etc.

Expendable Supplies

1) A nightly report can be generated listing all usage by item (rolls and packages) on a nightly basis.
2) All orders placed are kept in our system, a computer generated report can be e-mailed to you at anytime on request to review quantities of usage for any given period of time.

Cleaning Specifications

The specifications as indicated will serve as a guideline for the general scope of services. These will be translated into **Spanish** as well.

A customized set of cleaning instructions and SPECIAL INSTRUCTIONS IN SPANISH AND ENGLISH, will be developed for all areas of the buildings

These will include:

1) Adjusted frequencies of all services as necessary, to accommodate both tenant and common area needs.
2) Documentation of all **"HOT ISSUES"** if any expressed by Customer and Tenant. Contact information, alarms, specific doors to be locked, after hours emergency numbers, and general information needed to eliminate repetitive issues.
3) These are updated as needed daily and kept on site.

Security check off lists

As each area is cleaned, the Site Supervisor and Team Leaders will initial the time and date each door was locked, in addition to reporting lights found on, staff still working, doors found unlocked. This report will be left for you and faxed to us each night.

If the service contract is awarded to Landmark, the Buildings and Purchasing Departments need to look good. The following individuals will be assigned to ensure that you do.

Operations/General Manager
Amy Metz – with Landmark approx. 3 years – industry experience approx.18 years. Amy has managed school district contracts with budgets in excess of $28,000,000 annually. Additionally, many of her positions have been at the Regional and National levels with Janitorial Contracting firms. She brings to Landmark extensive depth both at the operating and technical levels.

Operations/General Manager back up
Jim Sawicki (President) – foundeder of Landmark – industry experience 27 years
Jim's former Janitorial Service Company in the Pacific Northwest enjoyed a 60% of targeted market share for 10 years prior to the sale of that Company. He started Landmark with a 6,000 sq. ft. bank nine years ago. Landmark is one of the premier Companies in the valley cleaning approx. 5.5 million square feet of office and medical facilities. Jim is one of a few individuals that has earned the Certified Building Service Executive certification through the Building Service Contractors Association International.

Account Manager
Gary Gillson – with Landmark approx. 8 months – industry experience 25 years. Gary has been involved with various Cleaning Companies over the years. Many of the positions Gary has held has been primarily in Operations.

Account Manager back up
Richard Isaacson – with Landmark approx. 2 years – industry experience 10 years. Primarily in Account Management with other Franchise Cleaning Companies.

Area Manager
Omar Juarez – with Landmark approx. 8 years – industry experience 8 years. Omar has developed through the ranks, starting off with Landmark as a Day Porter, and has held all positions related to Supervision throughout the Company.

Area Manager back up
Hilda Alonso – with Landmark approx. 6 years – industry experience 6 years. Hilda has developed through the ranks, starting off with Landmark as a Night Custodian, and has held all positions related to Supervision throughout the Company

Warehouse
Chris Martinez – with Landmark approx. 3 years – industry experience 15 years
Chris also looks after emergency calls, maintenance and repair issues, and general control of customer expendables inventories. Chris owned and operated his own Cleaning Company in California prior to joining the Landmark Team

Office Customer Service Rep
Robin Slyter – with Landmark approx. 1 year – related experience 10 years
E-mails and routine communication between our offices. Robin spent many years in related customer service positions

All of the above noted staff are presently managing services for buildings within the Avondale Geographic area.
The entire group will be actively involved with the re-set up, administration, and management of the services for your buildings.

The Increase in the Minimum Wage
Effective January 1, 2007 the minimum wage has been increased from $5.15 per hour to $6.75 per hour (over 31%). The present and potential effects are as follows:

1) There is an immediate increase in labor and contract costs as a result. For Landmark it represents an increase of approx. 10%-15% of contract value.

Summary
If awarded the contract our plan is as follows

1) Transition. Although we are already in the building, we will still go through the process to ensure that all records, procedures, schedules etc. are up to date. This process should be completed within the **first two weeks.**

2) Developing and documenting and updating a **customized set of cleaning and special instructions for all Buildings.** Most of this will be done within the first few weeks, and updated daily as needed.

3) **Maintaining the service through** consistent supervision, and timely communication with your office.

Additional items

Pressure Washing
We have a Portable system, 360 degrees, hot water, 3,500 psi unit available if needed from time to time.

After hours Emergency Services
In addition to the proximity of a number of buildings we clean in your areas, you will be provided with a list of after hours emergency numbers (approx. 10 – in order of importance)

Day Time Emergency Services
We have a number of individuals in the field, in addition to the list noted above.

Chair and Upholstery Cleaning
We provide a dry method of Upholstery cleaning

If you have the time, you are invited to visit our offices to meet some of the staff, and get a feel for the way we are set up to manage our services.

TRANSITION PLAN

Note: although we are presently providing the services for your buildings, the transition plan will still be implemented. We will use this as an opportunity to review and update all existing procedures and documentation.

Employee's involved with the Management of the services include:
Amy Metz – Operations/General Manager
Jim Sawicki – President back up to Operations/General Manager
Gary Gillson – Account Manager
Richard Isaacson – Account Manager back up
Robin Slyter – Customer Service (office) daily reporting
Ruth Zamora – Front office all documents, translations, Day Porters etc.
Chris Martinez – Expendable supplies and inventories
Gonzalo Moreno – Personnel, Human Resources
Flora Aquilar – Payroll
Gary Volz – Accounting
Alonso Moreno – Area Manager
Omar Juarez – Area Manager back up
Hilda Alonso – Area Manager back up

30 DAY TRANSITION PLAN

*Contract Has Been Awarded
*Contract Language Reviewed/Approved and Contract Executed

Week Four prior to Job Start

1) Confirm how the building will be set up and controlled for team cleaning
2) Identify all equipment, small tools, and supplies needed for each staff member for building.
3) Order all equipment, small tools and supplies for the building.
4) Order Uniforms for Night staff and Day Porters.
5) Create and customized expendables order form with Mapquest and delivery instructions for the supplier.
6) Set up initial draft of schedules and time frames for Site Staff, Area Supervisors, Account Managers, floor techs, light duty project work, and Floor maintenance project work.
7) Mapquest location for all employee's involved including expendables supply house
8) Order cell phones, pagers as required.
9) Arrange for customer to be included as an additional insured
10) Contacting existing staff for Employment opportunities with Landmark
11) Discuss the following from Facilities Management office
    a) Listing and approx. usage of expendable supplies (old monthly invoice)
    b) Delivery dates and location
    c) Expendable supplies delivery prior to start date
    d) Building hours of operation
    e) After hours emergency contact persons and telephone numbers
    f) Special Quiet vacuums
    g) Designated Phone and Fax Machines
    h) Special needs or problem areas
    i) Areas not accessable
    j) Security Company (on site) Names and phone numbers
    k) Designated Break areas (summer and rest of the year)
    l) Floor plans
    m) Are there any specific common areas or tenant areas that will need a special detail cleaning.....can we provide this prior to our start date
    n) Landmark Group e-mail

12) Confirm the following information prior to the walk through
    a) New alarm codes, passwords, and Security Company name and telephone number
    b) Keys, access cards to individual suites
    c) Business name, address etc. (business card)
    d) Hours and days of operation
    e) Primary contact names, title, telephone, fax, cell phone, and e-mail
    f) Secondary contact as above
    g) After hour emergency contact names and telephone numbers

h) Are there any areas where people are working at the same time cleaning is to be done.
i) Are there any areas where special "quiet vacuums" are to be used
j) Are there any specific days or times when cleaning is not to be done.
k) Are there any specific requirements for cleaning outside of the normal specifications
l) Are there any specific cleaning or security issues you would like us to focus on
m) Are there any areas accessible that you do not want cleaned
n) Are there any areas not accessible that want to have cleaned
o) Are there specific cleaning times that would work best for you
p) Do you have keys (outside of the master that the janitorial staff will need)

13) Prepare binders for building and all employees. To include Safety, Company Policies, Employee Handbook, Site Communication Log Book, and MSDS Binder
14) Translate into Spanish all cleaning specifications.
15) Raise the initial Special Instructions Form

Week Three Prior to Job Start

2) Prepare First Month Invoice for Review and approval
3) Completion of security check off lists
4) Order Chemicals, Supplies, Equipment, and small tools that will be needed to start account.
5) Measure individual tenant spaces and common areas for carpet versus hard surface floor measurements to be entered into Master Data Base.
6) Begin background checks on existing staff.
7) Begin background checks on possible staff for hire.

Week Two Prior to Job Start

1) Prepare Floor Schedule for Common Areas of Building to be utilized by Technicians
2) Receive shipment of uniforms, equipment, supplies, small tools, chemicals etc.
3) Label and stage all for start up.
4) Prepare detail to be included on initial schedules
    a) Area Supervision, frequencies, time frames, and areas to inspect
    b) Site Supervisor, areas to inspect and time frames, each night.
    c) Completion of light duty Project work schedules
    d) Completion and translation of security check off lists
    e) Completion and translation of Special Instructions related to both Common and Tenant Areas.
    f) Completion and translation of Project Work Schedules

g) Completion and translation of Cleaning Specifications
h) Completion and translation of Day Porter Schedule
i) Completion of Expendable Supplies ordering and tracking form
j) Completion of Expendable Supplies daily usage form (if needed)
k) Completion of Floor Maintenance Schedule
l) Completion of Area Supervisory Schedule
m) Other items as needed.

Week One prior to Job Start

1) Confirm all information and update as needed
2) Provide Customer with Landmark's emergency after hours phone list (10)
3) Identify specific keys utilized by Landmark staff. Code if necessary
4) Lanyards for all keys
5) Extra copies of dispenser keys
6) Tenant keys (if any) to be coded and documented
7) Prepare an alarm master for the **Site Supervisor only**
8) Secure staffing from other Landmark accounts as needed.
9) All employees to be provided with training and orientation for the start up of the building
10) Finalize inspection procedures to be followed by Area and Site Supervision each night.
11) Prepare Daily focus sheets for Janitor closets
12) Prepare Micro Fiber cloth information sheets for Janitor closets
13) Prepare Basura labels for the building
14) Have all pertinent information for the management of this contract completed by mid week.
15) Arrange for initial start to commence 1 day prior to contract.
16) Submit Invoice to customer.

Establishing the standard

Whatever the cleaning standards are in the building (whether a 5 or a 9 on a scale of 1 – 10) our approach is consistent to get the building to a level that will satisfy an "A Class Cleaning Standard".

LIGHT DUTY CLEANING ISSUES. On initial start up (the night/day prior to contract start) the full crew will be in the building to get organized and "re-clean" the entire building. Through this process most of the detail cleaning issues should be identified, and handled at that time. Should all issues not be handled at that time additional labor will be assigned to the building until it is all complete.
The time line for this work should be approx. 1 day to 1 week.

FLOOR MAINTENANCE COMMON AREA ISSUES. On initial start up (as above) work will commence on all common area hard floors and carpet issues.
The time line for this work should be approx. 1 day to 1 week.

FLOOR MAINTENANCE OF TENANT HARD FLOOR ISSUES. This we will not know until areas are visited and floor surfaces inspected.
The time line for this work should be approx. 1 week to 4 weeks.

In general, there should be an improvement in service prior to the start date, with positive feedback (hopefully)at that time.

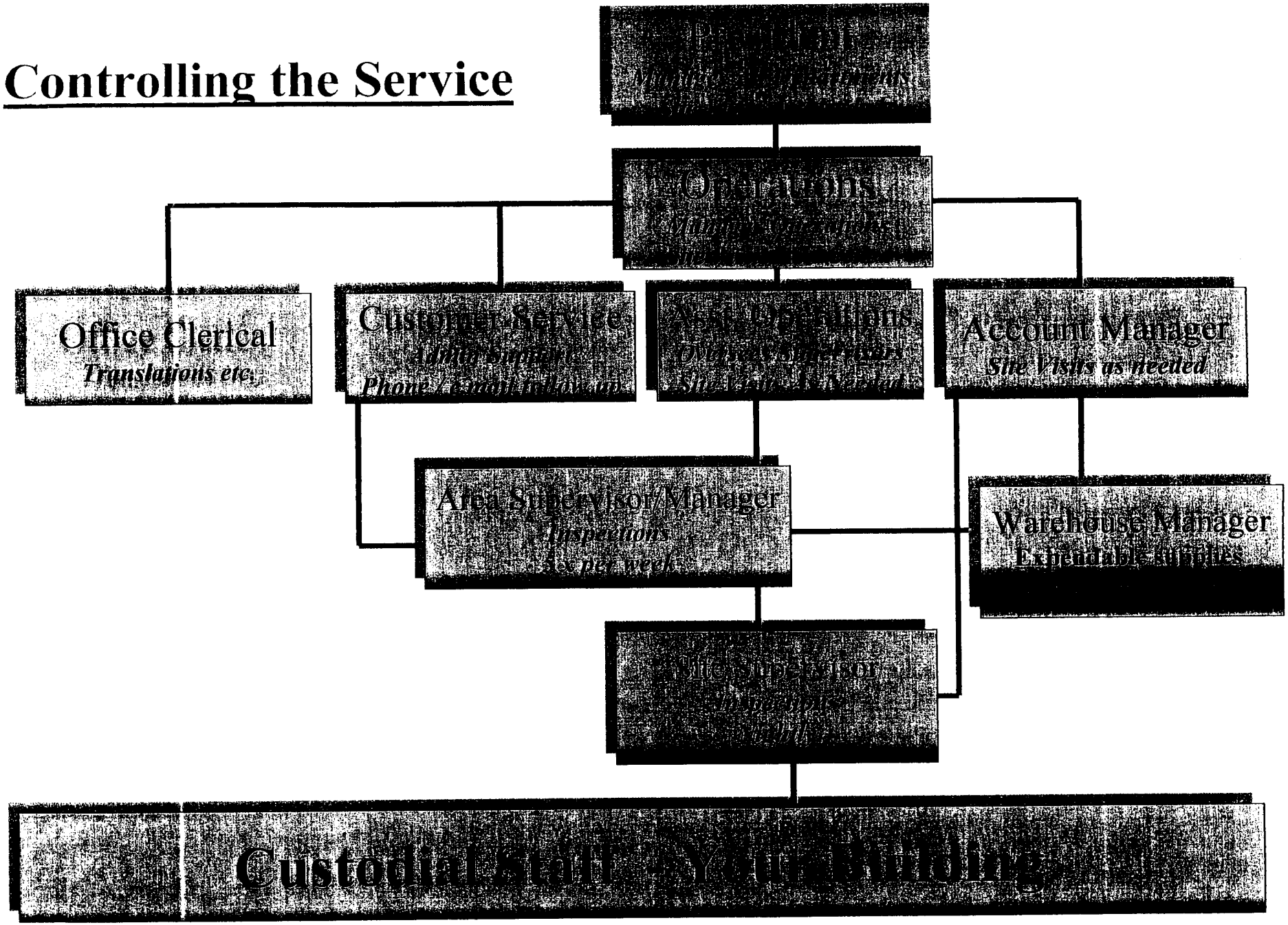
Staff on site on the initial cleaning day

a) 2 Account Managers
b) 1 Operations Manager
c) 3 Area Supervisors
d) 1 Warehouse Manager
e) Plus all the assigned cleaning and supervisory staff for the building

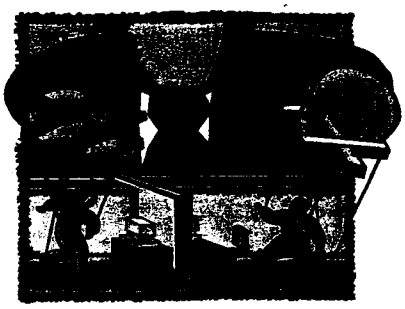
All necessary work to bring the building to standard should be completed as early as the first week.

Voted No. 1 Commercial Janitorial Company in Arizona -2006 by Ranking Arizona- The Best of Arizona Business Magazine

Controlling the Service



QUALITY CONTROL



Managing The Service Pro-Actively

1) **Immediate supervision, inspection, delegation** and follow up are provided by the Lead Hand in each Team.

2) **Approximately 1/3 of the productive staff are providing hands on supervision** on behalf of the Site Supervisor, allowing he or she to perform productive duties, and eliminate the resistance that sometimes exists between the **working employee** and the **non working supervisor.**

3) **The Site Supervisor is responsible for regular spot checks** of all areas, regular detailed inspections with all Lead Hands, and ongoing training in addition to his or her other Site Supervisory duties.

4) **Area Supervisor nightly site visits** to support the Site Supervisor and staff.

5) **Operations and Area Supervisory regularly scheduled daytime site visits** and inspection with Property Managers and/or Building tenants to maintain timely, positive communication that can be shared with the employees and Landmarks office. Everyone is kept well informed as a result. Even though the building may be in great shape, we still look for ways that service levels can be enhanced for the building tenant, and common areas.

6) **Continuous job training and upgrading of all employees**. Everyone is trained to back up the position of the person ahead.

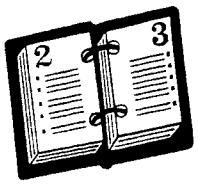
7) **Breaking down the big jobs.** All large jobs that are scheduled less frequently than nightly i.e.: "Dust Blinds Monthly" etc. will be scheduled to be done daily in sections as part of normal daily routine. This eliminates build up and save project work hours.

8) **The Loop Cleaning Routine.** Each floor area will have a loop cleaning system the most effective pattern to follow to get the work done, with detailed work loading and related time estimates per area.

9) **Start up and completion of work.** Employees will be working within minutes of signing in. Completion of work should end in close proximity to the main janitorial closets.

10) **Cleaning on the move**. i.e.: Elevators are cleaned on the way to the next floor, and stairwells are cleaned on the way down.

11) **Changing around the crews and employees.** This generally brings out information where weaknesses may exist; productivity can be increased, or just adds to the morale of the employees.



START UP PLAN
WEEKEND
RECOMMENDED

Friday:

1) Customer or a Landmark representative to visit all tenants at the building, inform them of the changeover, document any pertinent information about their areas including contact names, and inform them that we will be visiting them on Monday morning to follow up.
2) (Optional - Friday night after present Contractor has completed work) Wash down, scrub and refinish all janitorial closets.
3) Install all equipment and material in closets.

Saturday:

1) Operations Manager, Area Supervisor, Site Supervisors, Lead Hands walk through all areas.
2) Thorough Employee orientation, to include cleaning system, time frames, security procedures, sign in and out procedures, inventory control, time sheets, standards, etc.
3) Clean the building(s).
4) Area Supervisor, Site Supervisors, and Lead Hands walk through.

Note: One Free Day of Detail Cleaning at No Additional Charge.

Sunday:

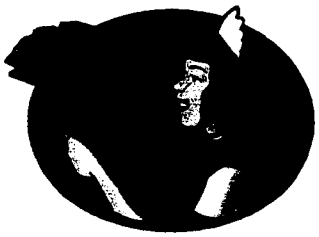
1) Clean the building(s) again.
2) Operations Manager, Area Supervisor, Site Supervisors, and Lead Hands walk through.

Monday:

1) Visit all building tenants, with Building Manager.

NOTE:
Additional employees may be selected to assist during the first week or two if needed. This will depend on the condition of the buildings at start up, the urgency to bring the buildings up to standard, and if assistance is needed while we are initially getting organized.

<u>If start up is on a weeknight, the same procedures will be implemented, however, we will lose the benefit of the second clean and walk through. Janitor closets and floors may need to be emptied and cleaned at a later time.</u>



OFF SITE SUPPORT

Area Supervisors:

1) To work with Site Supervisor nightly to help organize all staff work loading, documentation, and scheduling.

2) To become familiar with Building Service Requirements, and in effect will be willing and able to perform all duties required of Site Supervisor.

3) To be the Site Supervisors back up until a back up person is trained on site.

4) To work with the staff during the initial start up period, and until the Site Supervisors and Lead Hands have solid control of the service.

5) To visit the site on a daily frequency to ensure that continuity is maintained, and for ongoing support.

Operations Supervisor:

1) During initial Start Up, will visit Building and Property Manager daily for approx. 1 week.
2) As the Janitorial Staff get settled in the daytime site visit frequency will be reduced as necessary.

3) When the building is in top shape daytime regular scheduled site visits will continue with Property Manager and all tenants of the building at a frequency of their choice. Reports of all visits will be copied to Property Manager and the Site Supervisor.

Managing The Service Pro-Actively

1) Immediate supervision, inspection, delegation and follow up are provided by the Lead Hand in each Team.

2) Approximately 1/3 of the productive staff are providing hands on supervision on behalf of the Site Supervisor, allowing he or she to perform productive duties, and eliminate the resistance that sometimes exists between the **working employee** and the **non working supervisor.**

3) The Site Supervisor is responsible for regular spot checks of all areas, regular detailed inspections with all Lead Hands, and ongoing training in addition to his or her other Site Supervisory duties.

4) Area Supervisor nightly site visits to support the Site Supervisor and staff.

5) Operations and Area Supervisory regularly scheduled daytime site visits and inspection with Property Managers and/or Building tenants to maintain timely, positive communication that can be shared with the employees and Landmarks office. Everyone is kept well informed as a result. Even though the building may be in great shape, we still look for ways that service levels can be enhanced for the building tenant, and common areas.

6) **Continuous on the job training and upgrading of all employees**. Everyone is trained to back up the position of the person ahead.

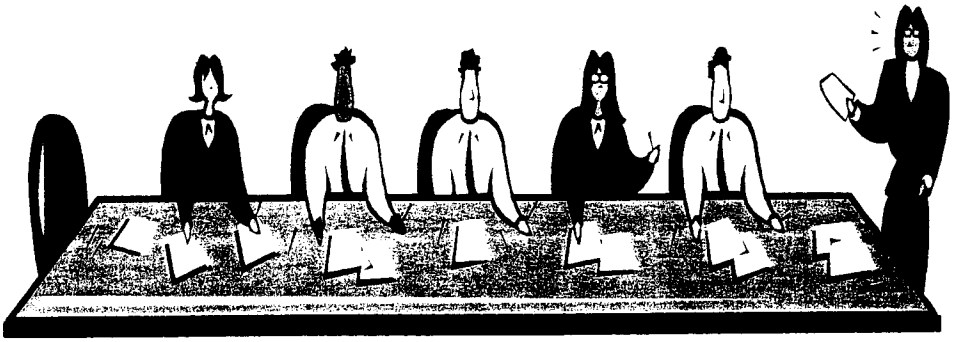
7) **Breaking down the big jobs.** All large jobs that are scheduled less frequently than nightly i.e.: "Dust Blinds Monthly" etc. will be scheduled to be done daily in sections as part of normal daily routine. This eliminates build up and save project work hours.

8) **The Loop Cleaning Routine.** Each floor area will have a loop cleaning system the most effective pattern to follow to get the work done, with detailed work loading and related time estimates per area.

9) **Start up and completion of work.** Employees will be working within minutes of signing in. Completion of work should end in close proximity to the main janitorial closets.

10) **Cleaning on the move**. i.e.: Elevators are cleaned on the way to the next floor, and stairwells are cleaned on the way down.

11) **Changing around the crews and employees.** This generally brings out information where weaknesses may exist, productivity can be increased, or just adds to the morale of the employees.



COMMUNICATION

All Building Supervisors are able to **read, write, and speak English.** Customer logbooks are provided to Property Managers and designated tenants for written communication. This allows for easy direct communication between the on-site crew and the property manager or tenant.

The Customer Relations Representative will tour the buildings and meet with the property manager and the tenants weekly. **This is a unique feature of Landmarks that allows us to be pro-active to all your building needs.**

In addition to Site Supervision, you will have four (4) Landmark off-site management employees who will be familiar with you and your building(s) and all have emergency cell phone numbers. **This means your buildings will always have dependable service 24 hours a day/ 365 days a year!**

Depending on the degree of involvement and type of property being managed the following scenario can easily be satisfied.

Communication Frequencies

- Property Manager may reach the Landmark office between 8am-5pm M-F.
- Property Manager may reach Landmark Mgmt. after hours anytime on designated cell phones.
- Property Manager may schedule meetings with Site/Area Managers at anytime.
- Property Manager may reach Landmark Operations Mgr. by email in addition to routine communication methods.

Our Pro-Active Approach

- Site Supervisor may check in with the Property Manager`s Office Daily.
- Area Supervisor may check in with Property Manager`s Office 2 X Week.
- Operations Manager may check in with Property Manager`s Office 2 X Month.
- Customer Relations Representative may check in with Property Manager`s Office Weekly.
- Customer Relations Representative will check in with the Tenants at a frequency of their choice.
- Communication Logs may be used not only for the property manager, but also for the tenants on request.
- Landmark`s President will check in with Property Manager Monthly or on an as needed basis.

TELEPHONE TIMEKEEPING

This system eliminates the burden of collecting hand written time sheets from employees at each work site, and provides for accurate payment of all hours worked.

The employee checks in and out at the beginning and end of each shift from a designated phone. All designated phone numbers are recorded in our system to monitor with caller ID.

The System Benefits:

- Automatically pages our area supervisor of location and employee if they are more than 15 minutes late for work.
- Can be used by all employees to leave messages and emergency calls.
- Can be use for ordering supplies, and equipment.
- Allows off site personnel to leave messages for employees and site supervisors.
- Accurate records of actual hours worked.
- Quick turnaround for payroll processing.
- The system overall eliminates some loss of labor that inevitably occurs with the manual system… enabling us to ensure that more productive hours are spent in your building.

Reports Available

- Daily record of all labor in all buildings.
- Summary of labor for each individual building.
- Security reports on times employees have entered and exited each building.
- Actual hours compared to budgeted hours per building.
- Many others are also available.

TRAINING

Training Programs Provided To Our Employees.

Approximately 95% of employees hired are experienced in performing janitorial duties. We use bilingual audiovisual programs, which are available through our membership with the Building Service Contractors Association in addition to classroom training held in the Landmark office.

New employees work in a team with more experienced Landmark trained employees, normally starting off with basic duties such as trash removal only. As the employee learns their "single job" then training on additional duties is given with the team group, and the work is checked nightly by the lead-hand or site supervisor.

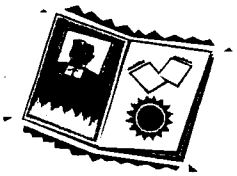
1) All Area Supervisors actively attend and participate in cleaning seminars offered by various Janitorial Supply Companies throughout the valley.
2) Selected Area Supervisors and Operations Managers attendance at ISSA conventions to investigate new products and industry related ideas.
3) Audiovisual training programs are used in the employee application room to cover basic cleaning methods, Company policies, and orientation.
5) New Area Supervisors go through a training program that involves on site training by all Area Supervisors.
6) Weekly inspections and training on inspections is conducted by all Area Supervisors in random buildings that we clean…yours will be one of them.
7) Landmark's cleaners are trained not only on methods of cleaning, and managing, but working in a professional manner, with honesty and integrity.

SECURITY

All service personnel are trained and familiarized with alarm systems & appropriate procedures. Building supervisors are responsible for building keys which are secured nightly in building lock boxes. No one without keys or authorized access will be admitted into the building at anytime, and all alarms, doors, lights will be double checked prior to leaving property.

EMPLOYEES

The following may be conducted on all employees.



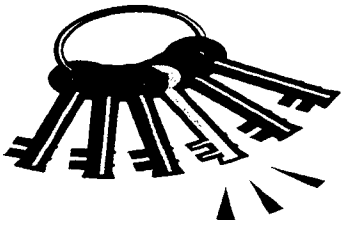
- MV Records check
- Drug Testing
- Criminal Records check
- Credit checks
- We have a right to require drug testing at will
- All employees are required to provide papers ensuring they can legally work in the USA
- Uniforms and Photo I.D.'s are provide to all staff
- All employees are required to check in & out via our computerized telephone system
- All employees are required to check in & out with building supervisors
- New employees are under direct supervision with the team cleaning system

SUPERVISORS

- Report to property manager and home office as scheduled
- Collect all building keys and access cards for service personnel
- Disengage all building alarms
- Report immediately to area manager any suspicious or unusual activity
- Remind all service workers of security regulations and procedures
- Inspect service workers periodically throughout the night
- Inspect all service areas upon completion of work
- Double check all doors for closure and secure door locks, including interior office doors, Arcadia exit doors, stairwell doors, side doors, etc.
- Turn off all interior office and building lighting
- Collect all building keys and access cards. Return and lock in building lock box.
- Remind any building tenant(s) that are working late that you are securing the building. Report in the activity log book the tenant(s) that are working late after cleaning and securing the building
- Engage all interior office and building alarm systems. Call security per procedures

EMPLOYEE BREAK AREAS

It is strongly recommended that an employee break area be established to avoid security issues arising from custodians lounging in places off limits. A pre-determined location allows everyone to know exactly where breaks are allowed and not allowed.



KEYS

In most instances….depending on the building, all keys are stamped with a dye indicating:

- Building code number
- Code number for each individual door (if not mastered)
- Do not copy
- Markings indicating authorized category of use i.e.: Supervisor, service worker, office, floor maintenance and delivery.

Additionally,

- All keys are color coded, and numbered for immediate identification of assigned category and access
- Office copies are secured in our office and are used to provide immediate emergency access
- A misplaced key will not will not have any markings that will indicate the building that it is from.
- All code numbers are documented with copies available to Property Managers

KEY SECURITY RECOMMENDATION

In the cases where there are not Security personnel in the building to control the keys, we **strongly** recommend that lock boxes be installed. The combination lock box may be installed in a secure closet, office or maintenance area, which will provide further security for the building. This will minimize the risk of lost or misplaced keys and will allow the property manager to monitor the condition and organization of keys on site at their convenience.

DAILY BUILDING SECURITY GUIDELINES

- Never reveal alarm codes to any unauthorized party
- Never open any interior or exterior door for anyone other than authorized service personnel
- All building tenants must use their own building key to enter and exit
- Never leave the building unsecured while removing trash
- Always leave all office doors closed and locked between service personnel
- Report immediately to the supervisor all questions or demands from unfamiliar people
- Always ask the supervisor or building security to respond to questions or requests from occupant, vendors, or unfamiliar people
- Leave a report in the operations manual regarding any unusual activity

SAMPLE PAGES
OF
EMPLOYEE SAFETY MANUAL

Training in developing good safety work habits and maintaining current records and training in the use and knowledge of hazardous chemicals is an ongoing effort at Landmark.

Job Safety

An important part of an employee's job is to see that all work is performed in a safe manner Landmark is committed to maintaining a safe and healthy work environment for all employees.

Our corporate safety policy can be summed up as follows:

Obedience to sound principles carries its own rewards... lack of obedience can bring suffering.

"Safety" is a principle of good personal management, whether we are within the walls of our own home, in transit on the streets or highways, involved in recreational activities or on the job.

No matter where or how you are injured, the hardship to your family and the disruption experienced by the other members of your Landmark work team will be the same.

To the extent that we are responsible for your working environment, we direct you to adhere to the methods taught in this manual and admonish you to exercise your intelligence to work in a safe manner.

Further, as a manager, supervisor or lead-person you are responsible for applying the above policy.

The following guidelines are provided to assist you:

1. Give sincere, active and constant support to all safety activities and procedures.
2. Install a safety awareness in each employee.
3. Teach each employee what the hazards on the job are and how to avoid them.
4. Provide each worker with the needed safety equipment and protective devices, and see that they are used.
5. Take prompt corrective action whenever unsafe conditions or acts are noted.
6. Make regular safety inspections of assigned work areas.
7. Investigate and find the cause of accidents and take corrective action.
8. Set a good example for others to follow.
9. Have each new employee demonstrate proper lifting procedures prior to starting work.

The following material provides detailed information about specific safety hazards that may exist or develop on the job.

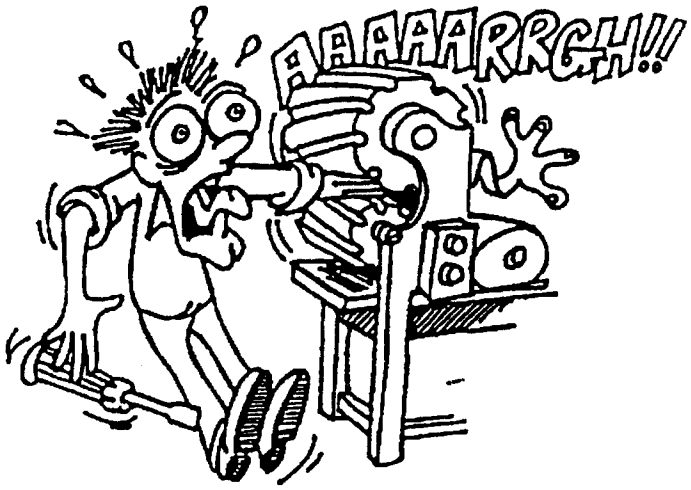
Why is Safety Important?

Because it can save your life. Thousands of people are killed on the job each year. Hundreds of thousands more are injured and miss valuable workdays.

Here are some sad statistics:

- Over 500 people were killed in office accidents last year.
- Over 1,000 work related eye injuries occur each day.
- Over 28% of all injuries are back related.

It is important to realize that most accidents are not acts of God, but are the direct result of the commission of an unsafe act.



Common Reasons Given For Committing Unsafe Acts:

1. Habits
2. Convenience
3. Lack of knowledge
4. Not thinking
5. Saves time
6. To increase production

Unfortunately the same reasons kill and cripple thousands of men and women each year needlessly. We don't want that to happen to our employees.

The key to accident prevention lies in your ability to see a potential accident or injury situation in time to prevent is from becoming a reality.

Landmark, our customer, and your family, need you at work, not in the hospital, not in a wheelchair, or worse.

Safety Rules

GENERAL

1. Understand and follow safety procedures at all times.
2. Anticipate possible risks and accidents before they happen so that preventive measures may be taken.
3. Set a good example to follow.
4. Follow your supervisor's instructions.
5. Think SAFETY.
6. Report accidents or injuries immediately.
7. Know the location of a first-aid-kit.
8. Know CPR!

SPECIFIC

The following is a review of common accidents that occur in the cleaning industry. Suggestions are provided to help you avoid similar problems.

Slips and Falls - The same precautions we take to protect our customers from wet floors apply to Landmark personnel.

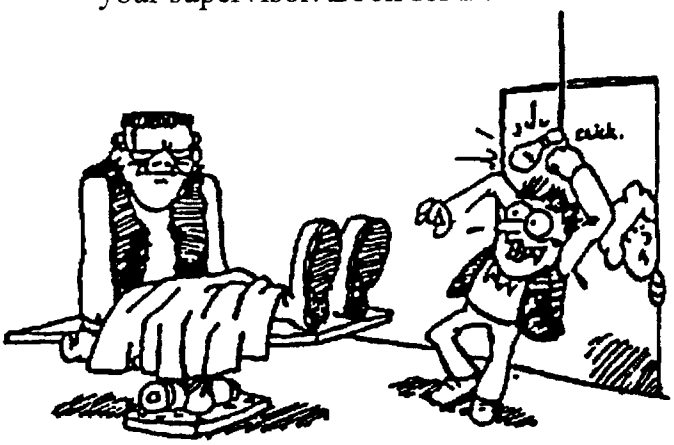
1. Post or barricade wet floor areas - in particular, building entrances, stairways, traffic patterns and restrooms.

2. Choose the correct footwear. Avoid wearing shoes with leather soles, leather heels, metal cleats or other types of slippery shoes.

3. Watch where you walk. Be alert. Keep your hands out of your pockets.

4. Watch how you walk. Sudden movements, turning quickly. running on stairs, around corners, etc.. can cause you to lose your balance and fall.

5. Keep your eyes open. Watch for and remove objects, which may cause you or others to slip or be injured. Report uneven floors, and protruding objects to your supervisor. Look for handrails.



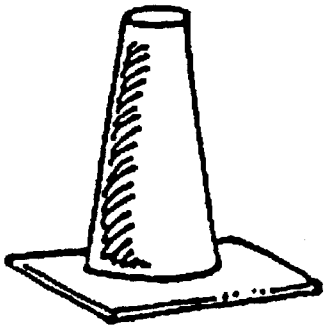
6. Turn the lights on and open doors slowly.

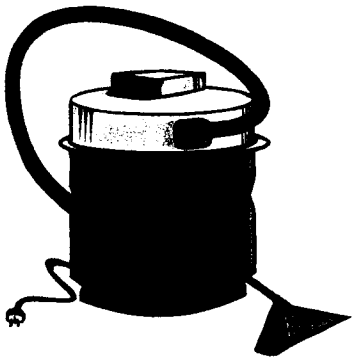
Striking Objects - A "bull in a china shop" approach to the performance of your Job can cause damage and Injury. Our work requires care in movement. Before any task is performed, take the time to evaluate it and plan your approach.

1. Size up the job.

2. Move or remove obstruction.

3. Proceed with caution.





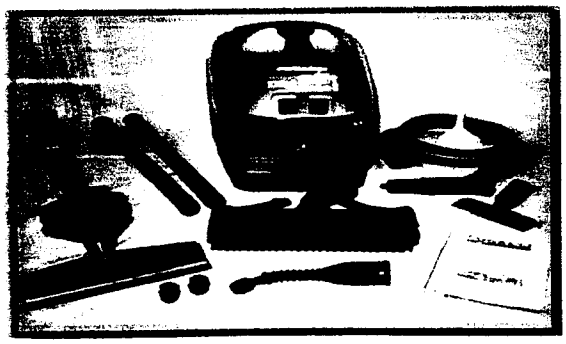
EQUIPMENT LISTING

Type Of Equipment	Brand Of Equipment
Back Pack Vacuums	Li'l Hummer
Upright Vacuums	Sanitaire
Wet/Dry Vacuums	Advance or equivalent
Floor Machine	Advance or equivalent
Burnisher	Advance or equivalent
Carpet Extractor	Advance
Vapor Machine	Varies
90 Gal. Bins	Toter
½ Cu. Yd. Bin	Toter
Maid's Caddy	Rubbermaid or equivalent
Buckets and Wringers	Rubbermaid or equivalent

We use the Latest Technology and Most Innovative Products

The Vapor Machine

We are the first in the valley to use this newest technology for grout cleaning as part of our regular cleaning routines.



Clean Grout

EQUIPMENT SPECIFICATIONS

- All equipment is installed in new condition or brand new.
- Equipment purchased is generally of higher quality and higher horsepower.
- All equipment is kept clean and in good running order at all times.

Back Pac Vacuums

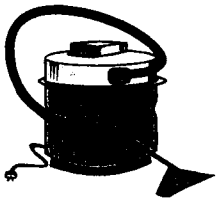
- Li'l Hummers information enclosed.

Upright Vacuums

- Sanitaire commercial grade
- Stainless steel cover, 6.5 hp motor, 10 amp
- Power beater bar, 16" cleaning width

Wet/Dry Vacuums

- Advance commercial grade, 5 gallon tank
- Heavy duty motor, Aluminum S wand
- Squeegee, all stainless steel



Floor Machine

- Advance, Kent, Pacific Machines
- 17, 18", 19" sizes
- Low amperage draws
- Heavy duty cords and connections
- Includes raised insta-lock assemblies

Burnishers

- Advance 1500 & 2000 RPM units
- Motors located above floor pad assembly and offset

Carpet Extractors

- Advance 20" and 24" Walk behind units
- Includes rotating brushes to agitate carpets prior to extracting
- High quality/capacity units ideal for high rises

Vapor Machine

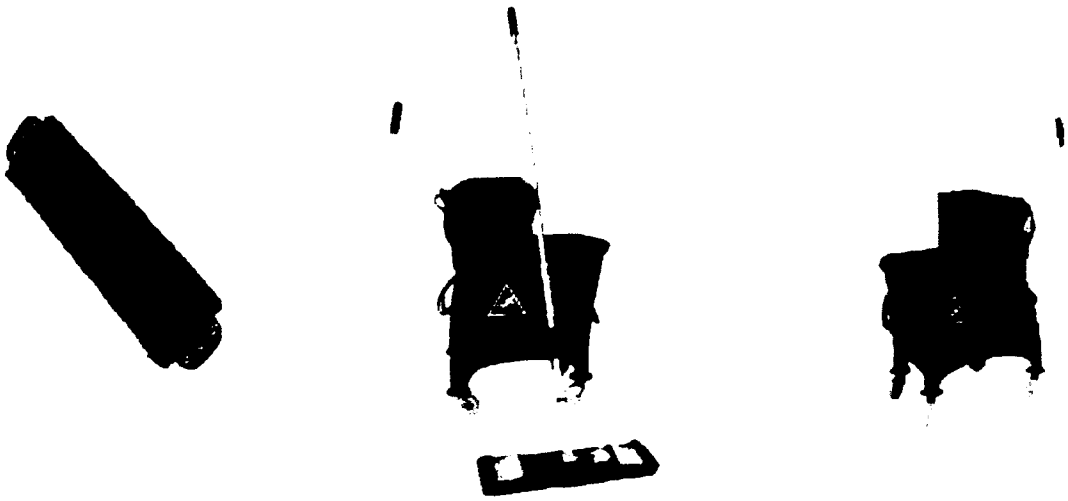
- Ideal for cleaning Grout on Restroom Floors & Baseboards
- Ideal for detail Metal Work i.e.: kick plates, push plates, elevator track detail
- Uses No Chemicals
- 280' Temperature
- Continuous Operation

NEW & INNOVATIVE PRODUCTS

The SmartMop & Bucket System

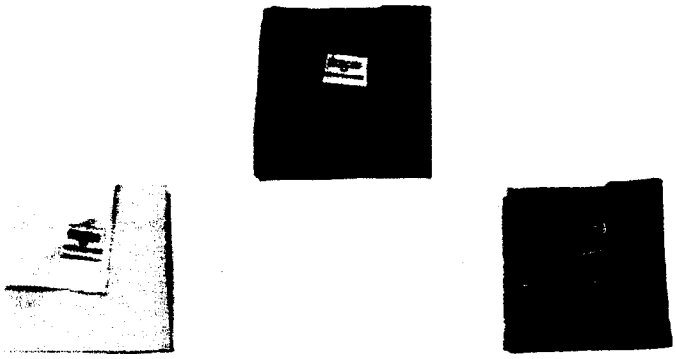
The SmartMop system reduces bacteria by 96% compared to traditional mops and weighs less than half the weight of traditional mops.

The SmartMop Bucket features two compartments to keep the cleaning solution and dirty rinse water separate.



MICRO FIBER COLORED CLOTHS

- Proven to reduce bacterial build-up by 96%.
- Absorbs 6 times their weight for quick liquid pick-up and easy rinse.
- Color-coded to assist with management and training, minimizing cross-contamination.

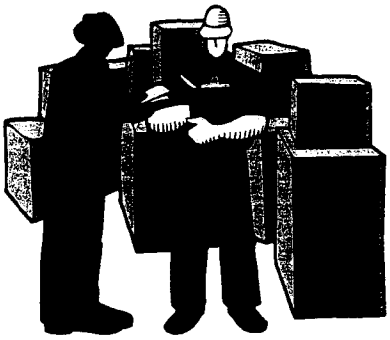


SmartColor MicroWipe Red: For use on Urinals and Toilets only. Aggressive cleaning edges clean with less water, less streaking and less effort. The solid red cloth cleans better because tiny fibers penetrate small irregular surfaces and pull out dirt. Extremely durable, can be washed and reused over 500 times.

SmartColor MicroWipe Yellow: For use in Medical Exam rooms sinks, counter tops and wiping down of exam tables. Aggressive cleaning edges clean with less water, less streaking and less effort. The solid yellow MicroFiber cloth can clean better because tiny fibers penetrate small irregular surfaces and pull out dirt. The cloth is extremely durable, can be washed and reused over 500 times.

SmartColor MicroWipe Blue: For general use on mirrors, desk tops and glass. Cleans better because tiny fibers penetrate small irregular surfaces and pull out dirt. Extremely durable, can be washed and reused over 500 times.

Innovative way to improve training and communication, prevent cross contamination, enhance building safety and elevate employee performance.



EXPENDABLE SUPPLY STRATEGY

Our Primary approach is to:

1) Establish the most competitive pricing on the products that you are presently using.

2) Provide you with alternate pricing (if lower prices are available) for products of the same or higher quality. Samples will be provided.

3) Deliveries are normally made the 1st or 2nd day of each month.

4) Inventory usage is documented daily for the first approx. 3 months to ensure strict control of usage and inventories, and establish fairly accurate usage for the building.

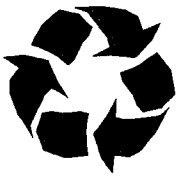
5) Close monitoring thereafter. (See our Proprietary Documents for more reporting forms and documents available).

site stuff

Landmark is proud to be a service provider for SiteStuff, Inc.

CHEMICALS

- High quality chemicals are utilized. Manufacturers include 3M, Franklyn, Hillyard, Waxie and Airchem
- Usage is **strictly controlled** through effective dispensing systems, prudent quantities being issued on request, and close monitoring of usage
- Both primary and secondary containers are labeled, with labels replaced as needed and Material Safety Data Sheets updated weekly
- Cleaning chemicals are generally safe, and OSHA Approved
- Janitor closets are well organized, kept clean at all times and additionally monitored on a weekly basis by our Quality Control Representative
- The use of bleach or highly caustic chemicals is only done in special circumstances under the directions and control of our supervisory staff



RECYCLING PROGRAMS

- We support and are committed to participating in the organizing and implementing of various recycling programs

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LANDMARK BUILDING MAINTENANCE SERVICES, L.L.C.

[Scope of Work]

See following pages.

EXHIBIT A – SCOPE OF WORK

I. No minimum man power requirements shall be placed on the contractor in relation to the number of custodial services required. The Contractor shall have each facility, as listed, in first rate condition according to the specifications on each working day unless otherwise stated and/or specified herein. The contractor is encouraged to schedule services for each facility whereby supervision of his personnel and security of the facility will be maintained at all times. The contractor shall be expected to coordinate evening janitorial services with the parties responsible for management of the facility. Janitorial services shall be coordinated and or scheduled to prevent interference of disturbance of City business such as meetings held in certain areas of the facility during the servicing period.

II. The following is a description of the janitorial services sought:

A. Daily Services

1. General
   a. Empty trash receptacles;
   b. Sweep and mop hard surface floors;
   c. Vacuum carpets and rugs;
   d. Sweep and remove trash from entrance areas and patios;
   e. Sweep entrance mats;
   f. Clean and dust furniture;
   g. Straighten and/or realign moved or misplaced furniture;
   h. Clean glass doors;
   i. Clean partitions;
   j. Clean and sanitize drinking fountains;
   k. Clean mirrors;
   l. Wet mop and disinfect bathroom floors;
   m. Clean and disinfect lavatories and toilets;
   n. Clean any and all bathroom fixtures;
   o. Clean shelves and lavatory counters;
   p. Refill all bathroom receptacles and leave adequate supply of materials;
   q. Clean showers (if applicable);
   r. Report all maintenance problems to the Facility Manager;
   s. Empty all exterior smoking or ashtray receptacles;
   t. Remove spider webs in every room, regardless of location.

2. Floors
   a. All hard surfaces floors shall be swept or dust-mopped;
   b. All carpet shall be vacuumed with commercial vacuuming equipment;
   c. All stairs shall be swept and/or vacuumed;
   d. All spills shall be removed from hard surface areas and wet-mopped;
   e. All spills shall be removed from carpet and vacuumed as required;
   f. All exterior entrances shall be swept and all debris or trash removed;
   g. All entrance door mats shall be swept and/or vacuumed;

h. All areas swept, dust-mopped, wet-mopped or vacuumed shall be left clean and free of noticeable dust, debris or trash.

3. Restrooms
   a. Floors shall be wet-mopped and disinfected;
   b. Toilets shall be cleaned with an acid bowl cleaner;
   c. Lavatories shall be cleaned, sanitized and rinsed thoroughly;
   d. All fixtures, floors and walls shall be cleaned and sanitized;
   e. Shelves and counter tops shall be cleaned and sanitized;
   f. Mirrors shall be cleaned;
   g. Water supply pipe and fittings shall be cleaned;
   h. Stall partitions, doors and walls shall be cleaned and sanitized, and any graffiti shall be removed immediately;
   i. Waste receptacles shall be emptied, cleaned and sanitized;
   j. Towel, toilet and soap receptacles shall be refilled;
   k. Sanitary napkin/tampon dispenser shall be checked and restocked as necessary.
   l. Toilet bowl deodorizers shall be installed as needed (1 per fixture at all times).

4. Receptacles
   a. Waste receptacles shall be emptied and resulting debris placed in designated areas, and the custodial staff shall exercise extreme care in placing trash in bins in order not to have trash spill from bins;
   b. Waste receptacles shall be sanitized and deodorized as necessary;
   c. Cigarette urns shall be emptied, wiped clean and shall be sifted;
   d. Soiled sand in cigarette urns shall be emptied and refilled as required.

5. Dusting
   a. All chairs, filing cabinets, book cases, counters, tables, office furniture, etc., shall be cleaned, dusted and/or polished;
   b. All window sills, ledges, moldings, picture frames, etc., in eyesight, at eye level or within arm's reach, shall be dusted;
   c. Specified office machines shall be cleaned and dusted as indicated by building personnel.

6. Glass
   a. Entrance and office door glass shall be cleaned with commercial glass cleaner and all postings shall be removed;
   b. Partition glass shall be cleaned with commercial glass cleaner;

7. Miscellaneous
   a. Corridor and office walls shall be cleaned as required;
   b. Hand marks shall be removed from painted surfaces as required;

c. Straighten all chairs, desks, tables and other furniture in an orderly fashion;
d. Lock exterior entrance doors each evening as designated;
e. Clean and straighten lounge area sink of any dirty dishes and coffeepots;
f. Return and clean any coffee cups to city lounges.

B. Weekly Services
1. All hard surface floors shall be mopped with a neutral cleaner;
2. All hard surface areas shall be spray-buffed as necessary;
3. Stairs and stairwells shall be wet mopped with a neutral cleaner;
4. Maintenance Weekly Schedule Worksheets must be properly filled out and turned in each Monday following a weekly service.

C. Monthly Services
1. Wash all interior plate glass windows;
2. Dust and damp clean all interior wall surfaces;
3. Dust all windowsills, ledges, moldings, picture frames, etc.;
4. Vacuum dust from all heat and air vents;
5. Vacuum dust from all blinds;
6. Areas requiring additional coats of wax shall be waxed;
7. Maintenance Monthly Schedule Worksheets must be properly filled out and turned in on the first business day following the Monthly Service.

D. Quarterly Services
1. All hard surface floors shall be stripped and waxed with a wax approved by the Facilities Manager and then machine polished. Care shall be exercise during the above operation in order to not damage office furniture, walls, etc. Heavy accumulations of wax shall be removed from corners, under furniture or around baseboards;
2. All carpeted areas shall be shampooed with a system approved by the Facilities Manager;
3. Maintenance Quarterly Schedule Worksheets must be properly filled out and turned in on the first business day following the Quarterly Service.

E. Three (3) Times Per Year (January, May, September)
To be determined by the Facilities Manager - Wash all exterior window glass accessible at ground level. Upper level exterior windows shall be cleaned with the proper equipment (ladder, sponge, and squeegee).

F. Semi-annual Services
1. Vacuum all curtains and draperies;
2. Clean lighting fixtures of dust and insects.

G. Optional Services

1. Contractors may include optional services available in addition to the janitorial contract for occasional needs of specialty crews to provide carpet, upholstery, or work station fabric panel cleaning, washing of interior and exterior upper windows and frames, washing window blinds, cleaning refrigerators or other tasks outside of the general scope of work.
2. Contractors including optional services should also proved information on the method, supplies, materials, equipment, labor, as well as frequency and pricing for said services.

H. Supplies

Contractor shall furnish the normal cleaning chemicals and supplies. Contractor is also asked to quote a monthly rate for additional optional supplies. A list of these supplies frequently used is attached to this RFP.

III. Employee Recruitment

The contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Facilities Manager shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

A. Read, write, speak and understand the English language;

B. Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner;

C. Pass a criminal background check.

D. Understand written and oral rules and regulations and apply them in a tactful and con-confrontational manner.

IV. Employee Acceptance by the City

The City will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. The City reserves the right to require the contractor to remove any janitorial personnel from further duty at City facilities, without cause and without the right to recover damages by such janitorial employee or by the contractor from the City. The contractor shall promptly remove and replace an individual janitorial employee when requested to do so by the City.

V. Uniform and Appearance Standards

The selected contractor's employees shall be neat and clean in appearance and shall wear a uniform and/or other identification that clearly identifies them as an employee of the contractor.

VI. Contractor Obligations

The successful contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial services at the City facilities. These activities include, but may not be limited to, the following:

A. Recruit, screen, and train personnel.

B. The Contractor shall be required to maintain a personnel folder on all personnel employed on this contract. Only personnel for whom the following information is on record may be assigned to a City of Avondale site. The folder shall contain the following information:
1. Employee name
2. Employee home address
3. Copy of Employment Eligibility form 1-9.
4. Documentation of prior employment
5. Results of criminal record check.

These records shall be submitted to the Contract Administrator prior to an employee's assignment to the contract, and at any other time at the City's request.

C. Provide a Project Manager who shall be responsible for the performance of the contract and remain the contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the City's Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Facilities Manager. The Project Manager shall contact the Facilities Manager to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the contractor's performance.

D. Furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial services. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish and any other compounds necessary to properly maintain the premises. Furnish all trash bags, hand towels, toilet paper, soap, urinal screens and pucks, feminine hygiene products, etc. as required. At a minimum, the quality of these supplies and materials shall be in conformance with applicable State specifications. The contractor shall not use

any material or supplies which the Facilities Manager determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons. A list of frequently used supplies has been attached to this RFP.

E. Provide all necessary cleaning equipment including, but not limited to, buffing machines, industrial type vacuum cleaners, carpet extractors and any other equipment needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Facilities Manager, which shall not be unreasonably withheld. Equipment deemed by the Facilities Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the contractor.

F. Provide to the Facilities Manager, and post in janitorial closets, Material Safety Data Sheets (MSDSs) for all chemicals used or stored in the buildings.

G. Provide hazardous chemical communications training to contractor's personnel, and provide proof of training to the Facilities Manager.

H. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties throughout their assigned shift and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal.

I. Development of an internal monitoring system that will be used to ensure service quality which shall include regularly scheduled written inspections with a copy to the Facilities Manager. The Facilities Manager may choose to inspect with the contractor.

J. Evaluate staff performance.

K. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the dumpster area for recycling.

L. Report vandalism and/or damage to the City's property to the Facilities Manager immediately upon discover.

M. Submit with monthly invoice a notarized statement from the contractor and subcontractors, if any, certifying that prevailing wages have been paid.

N. Inform employees that the City's equipment including buffers, scrubbers, sweepers, vacuums, office equipment, telephones, computers, exercise equipment, etc., shall not be used by the contractor or the contractor's employees.

O. Furnish a replacement custodian in the event of sickness or absence.

VII. The City's Obligations

The City will be responsible for providing direction to the contractor. These activities include, but are not limited to, the following:

A. Identify a Contract Administrator at the time of award. The Contract Administrator will submit in writing to the contractor the names of city personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than City authorized personnel will not be accepted or paid for by the City.

B. Furnish electrical power at existing power outlets for the contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will be made available as necessary.

C. Provide storage for the contractor to store any necessary supplies, materials and equipment.

D. Establish time and frequency of direct meetings with the contractor's Project Manager.

E. Schedule inspections with the contractor's Project Manager. Quality service and strict adherence to the contract will be expected from the contractor.

VIII. Security

A. Police station shall be cleaned between the hours of 8:00 a.m. and 5:00 p.m. only. All other buildings shall be cleaned after normal City working hours.

B. Security may not be breached by propping open any entry way.

C. Keys and/or card access to various areas of the facilities will be made accessible to the contractor, but shall not be removed from the premises. All costs accrued by the City in reinstating facility security occasioned by loss of facility keys due to the contractor's and/or its employees' negligence will be billed to the contractor.

D. The contractor will be given instructions on the City's sign-in/out procedures. It shall be the Contractor's responsibility to assure procedures are strictly followed.

E. Upon completion of activities each day, the contractor shall be responsible for securing all entries to offices and to buildings prior to departure. The contractor shall ensure that only their properly identified employees listed with the Contract Administrator are permitted on the premises during the performance of daily duties. The contractor will be held strictly accountable for damages or breaches of security caused by its employees.

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - DMJM Harris - Traffic Signal and Street Improvement Design at Indian School Road and El Mirage Road

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with DMJM Harris to provide design services for street improvements and a traffic signal at Indian School Road and El Mirage Road in the amount of $98,647 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The intersection of Indian School Road and El Mirage Road is currently a 3-way intersection with Indian School Road as the through street, and El Mirage Road controlled by a stop sign on the north leg for southbound traffic. Vehicles traveling southbound on El Mirage Road are experiencing excessive delays during peak hours when they are negotiating a turn onto Indian School Road.

The Maricopa County Department of Transportation (MCDOT) conducted a traffic signal warrant study on the intersection of Indian School Road and El Mirage Road in August 2005. The results of the study confirm that a traffic signal is warranted at the intersection.

On January 17, 2007, the City of Avondale approved annexation of the intersection; and for the intersection to be part of the 2006-2007 Capital Improvement Program (CIP). The purpose of this project is to improve intersection capacity and functionality, reduce traffic congestion and delay, provide adjacent street improvements to relocate driveways, extend storage for the left-turn lanes and construct a portion of the southern leg of El Mirage Road at the intersection.

Staff requested a cost proposal from DMJM Harris and on January 22, 2007 received a proposal in the amount of $98,647.

DISCUSSION:

There are two existing driveway connections to Indian School Road in close proximity to the intersection that provide access to a restaurant on the southwest corner and the Nevada Bob's Golf facility on the southeast corner. These driveways will need to be relocated to allow access off of El Mirage Road as their current locations are too close to the intersection and pose traffic safety issues and turning movement conflicts. Additional street improvements included in the design are:

- Curb returns
- Curbing
- Additional pavement to lengthen left turn lanes
- Pavement marking

The improvements with this project will increase the Level of Service and turning lane capacity at the

intersection. The scope of service for this project will include:

- Field Review
- Ground Survey & Mapping
- Roadway Analysis and Design
- Traffic Signal Design
- Driveway Relocation and Parking Design
- Paving Design
- Drainage Design
- Geotechnical Analysis
- Signing and Pavement Marking Plans
- Utility Coordination
- Right-of-Way Clearance
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

Staff reviewed a list of pre-qualified firms and found DMJM Harris to be the best qualified to provide engineering design consulting services for this project. Staff contacted references and found that DMJM Harris is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from DMJM Harris for engineering services for the delivery of plans, specifications, and an engineer's estimate for the Traffic Signal and Street Improvement Design at Indian School Road and El Mirage Road. Staff reviewed the proposal and negotiated the scope of services and contract in the amount of $98,647 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design:

Notice-to-Proceed – March 2007
Preliminary Design (30%) – June 2007
60% Design – August 2007
Final Design – October 2007

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No. 304-1154-00-8001 in the amount of $50,000. Additional funds will need to be transferred from Street Fund Line Item No. 304-1104-00-8420 to 304-1154-00-8001 in the amount of $48,647 to complete the funding for the project.

RECOMENDATION:

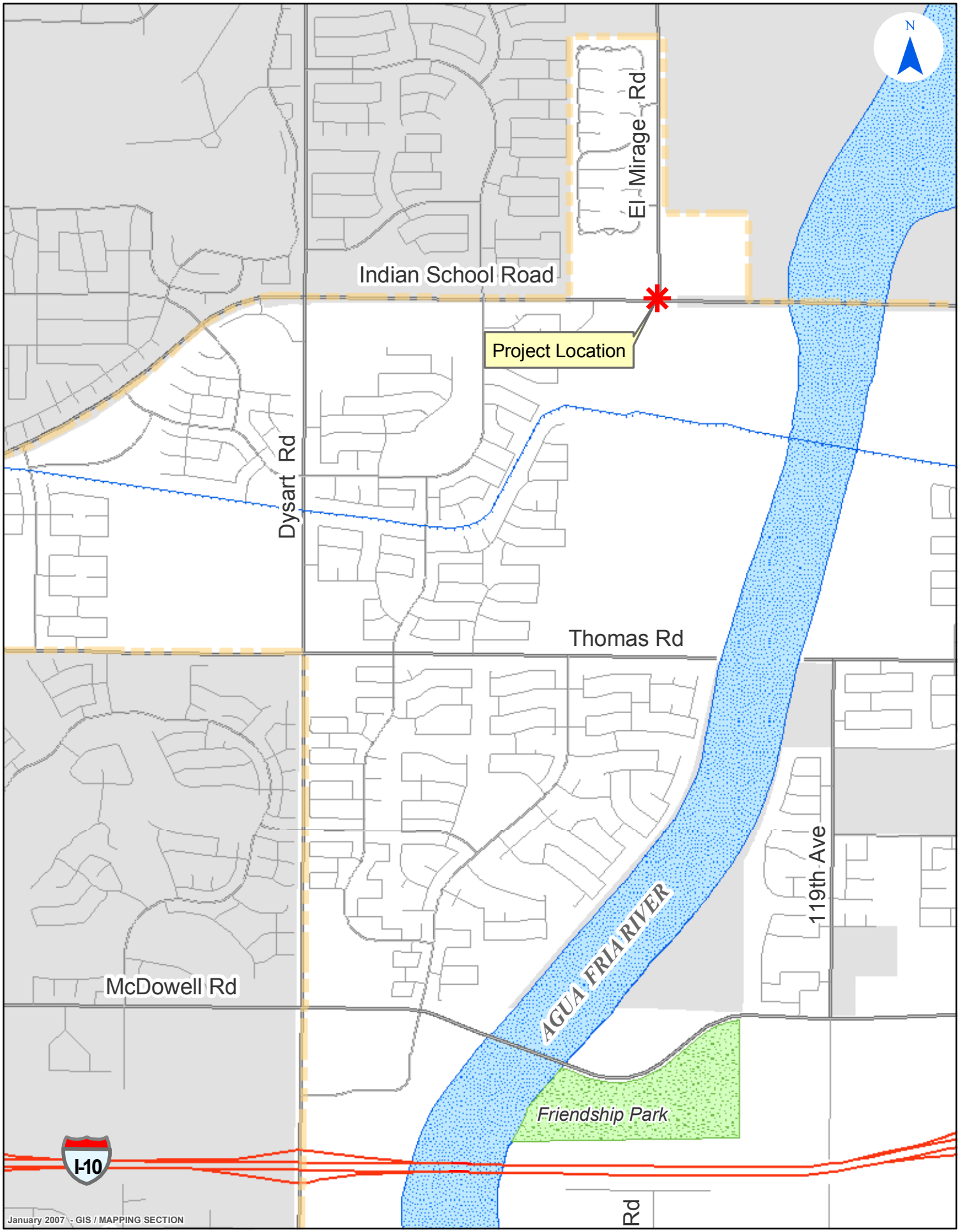
Staff recommends that the City Council approve a Professional Services Agreement with DMJM Harris to provide design services for street improvements and a traffic signal at Indian School Road and El Mirage Road in the amount of $98,647 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Professional Services Agreement

VICINITY MAP



CITY OF AVONDALE

Indian School Rd. & El Mirage Rd. Proposed Signal

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DMJM+HARRIS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 20, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and DMJM+Harris, Inc., a New York corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for the El Mirage Road and Indian School traffic signal design (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 1, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $98,647.00 for the Services, as set forth in Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are

not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to

demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which 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.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	DMJM+Harris, Inc. 2777 East Camelback Road, Suite 200 Phoenix, Arizona 85016 Facsimile: 602-337-2620 Attn: Jennifer Bixby, PE

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

DMJM+HARRIS, INC.,
a New York corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of DMJM+HARRIS, INC., a New York corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DMJM+HARRIS, INC.

[Scope of Work]

See following pages.

DMJM HARRIS | AECOM

DMJM Harris
2777 East Camelback Road, Suite 200, Phoenix, Arizona 85016
T 602.337.2777 F 602.337.2620 www.dmjmharris.com

January 22, 2007

Ms. Kelly LaRosa
City Traffic Engineer
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, Arizona 85323-6804

RE: Intersection Improvements at El Mirage Road & Indian School Road
Proposed Scope of Work and Fee Proposal

Dear Kelly:

Attached is our updated Scope of Work and Fee proposal for the above referenced project based on your comments. This Scope includes final design efforts for the ultimate radius returns and traffic signal at this intersection, extending El Mirage Road approximately 300 feet south, closing the existing driveways to Nevada Bob's and Manny's and designing new driveway connections to El Mirage Road. It also includes widening El Mirage Road north of the intersection to accommodate a southbound left turn lane, and shifting the ultimate edge of pavement for Indian School Road to the north in order to avoid the existing overhead utility poles. Per your comments, we have added additional survey, drainage analysis/report and geotechnical analysis/report.

The following information is enclosed:

1. Scope of Work
2. A Derivation of Cost Proposal Summary, including direct costs
3. Man-hour estimate

If you have any questions or need additional information please call me at (602) 337-2664. I am also available to meet with you to discuss further, if necessary.

Sincerely,

DMJM Harris

Jennifer A Bixby

Jennifer Bixby, P.E.
Project Manager

Enclosures

cc: J. Pluta, K. Cole, P. Waung
File

Scope of Work
Intersection Improvements
El Mirage Road & Indian School Road

DMJM Harris will prepare final plans, specifications and cost estimate for the construction of intersection improvements, including the ultimate radius returns and turn lanes, and a new traffic signal installation at El Mirage Road & Indian School Road in the City of Avondale. This traffic signal installation is based on the warrant study previously conducted by MCDOT.

Indian School Road is identified as a Principal Arterial in the Avondale Transportation Plan, October 2006 and in MCDOT's Major Streets and Routes Plan (MSRP), updated September 2004. The plan recommends the ultimate roadway section provide 3 through lanes in each direction with a raised center median and bike lanes for a total roadway with of 98 feet measured to the back of curb. The typical MCDOT roadway section is 102 feet measured to the back of curb. The existing roadway is a five-lane section, which is carried across the bridge structure at Agua Fria River. The Scope of Work and fee estimate assumes the intersection will be constructed to the ultimate configuration, but will taper back to the existing roadway cross section at the project limits.

El Mirage Road is identified as a Major Collector with bike lanes in the Avondale Transportation Plan, October 2006. It is defined as a Minor Arterial in MCDOT's MSRP with a total roadway width of 74 feet measured to the back of curb. The City's Transportation Plan recommends this roadway be widened to a five lane section (2:1:2), 55 feet between back of curb, from Indian School Road north to the City limits. The south side of El Mirage will be constructed approximately 300 feet to the south end of the existing parking lot on the west side.

As part of this design effort, the following work tasks will be completed for the project:

Data Collection – DMJM Harris will obtain as-builts of the roadways and available electronic files from the City of Avondale and Maricopa County Dept of Transportation (MCDOT).

Field Review – DMJM Harris will conduct an initial team field review of the intersection to identify potential project issues and verify existing information. A second field review will be performed at the 60% submittal to verify the proposed improvements.

Ground Survey & Mapping – A ground survey will be performed for roadway widening, curb and gutter placement, south leg roadway improvements, and traffic signal pole locations. See attached Scope of Work (Horizon Surveying).

Roadway Design – The project limits will include the intersection of El Mirage and Indian School and turn lanes as described below. Curb and gutter and sidewalk ramps will be constructed at all four corners of the intersection. The approximate construction limits in each direction of the intersection include:

- Indian School, East – construct to the end of the radius returns and construct new curb line past the existing Nevada Bob's driveway
- Indian School, West – construct 75' eastbound right turn lane and taper
- El Mirage, North – construct southbound left turn lane and tapers, may require additional reconstruction for centerline alignment shift
- El Mirage, South – construct approximately 300' of new roadway and new driveway connections to Nevada Bob's and Manny's

Indian School Road will be realigned to the north to avoid the existing overhead power lines on the south side of the roadway. The existing edge of pavement will be used to establish the new roadway alignment and tie into the existing bridge structure to the east.

Traffic counts are not included in this scope. The traffic count data obtained in August 2006 and provided to us by the City will be used to determine the length for the left turn storage bays on El Mirage Road and Indian School Road.

Driveway details will be provided for two new driveways off El Mirage, South. These driveways will access Manny's Mexican Restaurant and Nevada Bob's. The existing driveways on Indian School Road will be closed and curb and gutter will extend through these existing access points. Additional paving details for the parking lot at Manny's Restaurant may also be required and are included as part of the driveway design.

Cross sections will be created at an appropriate scale for the project.

Drainage Analysis / Report - A pavement drainage report will be prepared for this project based on the limits of new construction. The final design documents will incorporate the recommended drainage improvements.

Geotechnical Analysis / Pavement Design – A geotechnical investigation / report will be performed for this project. See attached Scope of Work (DMJM Harris).

Signing and Pavement Marking – Plans for the removal / relocation of existing signs and new signing on El Mirage Road and Indian School Road will be included. New pavement marking plans will be prepared for both roadways at a scale of 1" = 50'.

Signal Plan / Pole and Conductor Schedule – A new traffic signal will be installed at the intersection of El Mirage Road & Indian School Road. Traffic signal poles, mast arms and signal heads will be installed on all four corners of the intersection. A pole and conductor schedule will be included in the plans. A new control cabinet will be installed. The scope of work also includes coordination with APS to provide service to the control cabinet.

Utility Coordination – DMJM Harris will work with the City of Avondale to determine existing utilities in the area. We will bluestake existing utility locations and coordinate with the utility companies. Plans showing the proposed construction improvements will be sent to each utility for their use in identifying utilities in the area and possible conflicts. If any conflicts arise, DMJM Harris will coordinate with each utility company regarding the conflicts and required relocations. Utility relocation design will be performed by the individual utilities. Utility potholing is not included in this Scope of Work, but can be added by contract modification if necessary. An allowance for utility potholing has been included in our fee proposal.

A list of utility contacts, as well as necessary specifications, will be included in the Special Provisions. DMJM Harris will also coordinate with MCDOT and send copies of the plans (as needed) to them for their use and review.

Utility Clearance – Once the utility conflicts are resolved, DMJM Harris will provide final clearance/no conflict/conflict resolution letters from all utility franchises prior to the 95% plan submittal. If possible, these clearances will be submitted with the 60% submittal.

Environmental Clearance – DMJM Harris will submit the appropriate number of half size plan sets to the City of Avondale who will provide environmental clearance for the project.

Right-of-Way Clearance – DMJM Harris will show the existing right-of-way on the plans from the survey data. Any new right of way and temporary construction easements (TCE's) will be shown on the 60% submittal. The City of Avondale will review and provide right-of-way clearance for the project.

Standard Drawings – Applicable City of Avondale standard drawings will be referenced in the plan set.

Special Provisions – City of Avondale specifications and standards will be referenced for this project. DMJM Harris will prepare special provisions for items not covered by the Standard Specifications.

Cost Estimate – DMJM Harris will prepare a list of quantities and a cost estimate for the project.

Post Design Services – DMJM Harris will answer questions regarding the plans, special provisions, and quantity estimate during the bidding phase. Other post design services will be added by contract modification if needed. No construction kick-off meetings or partnering meetings are included in this scope.

Coordination with Other Projects – We will coordinate with other construction projects in the area, as applicable. This will include the proposed apartment complex to the south.

Meetings – The following meetings are included in this Scope of Work:

- One (1) project kick-off meeting with the City.
- Three (3) comment resolution meetings with the City following the 30%, 60% and 95% submittals.
- Two (2) utility coordination meetings are anticipated. The initial meeting will be held prior to the 60% submittal to present the project information. The second meeting will he held near the 60% submittal to verify the final design improvements and obtain no-conflict/conflict resolution letters.
- One (1) coordination meeting for other projects in the area.

Construction Sequencing and Traffic Control Plans – DMJM Harris will not provide construction sequencing plans or detailed traffic control plans for this project. All traffic control will be referenced in the project specifications.

Storm Water Pollution Prevention Plans – DMJM Harris will not provide storm water pollution prevention plans (SWPPP). The specifications will require the contractor to prepare and submit a SWPPP.

Submittals - The plans will be prepared using Microstation. The plans will be submitted to the City for review at the 30%, 60%, 95% and 100% stages. The submittals will include as follows:

- 60% - 1 set of half size plans, Special Provisions and cost estimate. Electronic submittal in pdf format.

- 95% - 1 set of half size plans, Special Provisions and cost estimate. Electronic submittal in pdf format.

- 100% - 1 full size set of sealed plans printed on mylar, 1 set of sealed Special Provisions and a cost estimate, 1 half size set of plans. Electronic submittal in pdf format.

The final approved design will be converted to AutoCAD and will be translated to the City's horizontal and vertical datum for use in the City's GIS system.

Comments from the 60% and 95% submittals will be compiled and all comments and responses will be distributed to the project team.

Scheduling – DMJM Harris will create and provide updates for the project schedule using MS Project. DMJM Harris proposes the following schedule, which can be revised based on input from all team members at the design kick-off meeting. The schedule assumes a three week review for each submittal by the City.

> Within 2 weeks from Notice to Proceed (assume NTP March 1), the field survey will be initiated, the utility companies identified, and as-built research will begin.

June 2007, initial 30% plans will be submitted showing existing roadway, typical sections, intersections, driveways, and right-of-way limits. Initial roadway widening, proposed cross sections, radius returns, and signal pole sizes and locations will be included. An initial quantity and cost estimate will be included with this submittal.

August 2007, 60% plans will be submitted, which will include preliminary intersection plans, preliminary driveway plans, preliminary signal design plans, preliminary signing and pavement marking plans, cross sections and proposed right of way needs, drainage report, geotech report, quantity estimate, cost estimate, and special provisions.

October 2007, 95% plans will be submitted, which will include the final plans, specifications, special provisions, a cost estimate and other ancillary items.

Final sealed mylars will be submitted to the City of Avondale when requested by the Avondale Project Manager.

Items Provided by the City of Avondale – The following items will be provided by the City of Avondale:

- As-Built drawings. These will also be requested from MCDOT.
- Available electronic design and sheet files of previous construction projects, if available.
- Existing right-of-way plans and electronic files, if available.
- Final clearances for the project and project advertisement.
- Review of existing right-of-way agreements and permitted driveways. Negotiation of new right-of-way agreements, TCE's, permitted driveways, etc.
- Aerial imagery in electronic files.
- Improvement plans for the property south of this intersection, if available.
- Title reports and appraisals.

DMJM HARRIS | AECOM

City of Avondale
Intersection Improvements - El Mirage Road & Indian School Road
Derivation of Cost Proposal Summary
January 16, 2007

ESTIMATED DIRECT LABOR:
(See attached Workhour Estimate)

Classification	Estimated Workhours	Average Hourly Rate	Labor Costs
Project Principal	0	$180.00	$0
Project Manager	58	$140.00	$8,120
QA/QC Engineer	13	$125.00	$1,625
Project Engineer	107	$125.00	$13,375
Engineer/Designer	234	$96.00	$22,464
Technician/Drafter	128	$78.00	$9,984
Secretary/Clerical	44	$64.00	$2,816
	584		

Total Estimated Labor: $ 58,380

ESTIMATED DIRECT EXPENSES TO BE BILLED AT NO MARK-UP:
(See attached Itemized Summary)

TRAVEL	$356
PRINTING & REPRODUCTION	$903
MAILINGS & DELIVERIES	$300
OTHER	$5,500

Total Estimated Direct Expenses: $ 7,060

OTHER ESTIMATED SERVICES AND CONSULTANTS:
(See attached Fee Proposals)

HORIZON ENGINEERING	$ 15,770
GEOTECHNICAL INVESTIGATION / REPORT	$ 12,777

Total Estimated Outside Services: $ 28,547

TOTAL ESTIMATED COST: $ 93,987

ALLOWANCES

Utility potholing	6	EACH	@ $	500 /EACH	$ 3,000.00	#
Pothole surveys (6 total) & Legal Descriptions (6 total) (Horizon Engineering)					$ 1,660.00	

Total Allowances: $ 4,660

TOTAL CONTRACT: $ 98,647

DMJM HARRIS | AECOM

City of Avondale
Intersection Improvements - El Mirage Road & Indian School Road
Workhour Estimate by Task

Element	Scale	Number of Sheets	Project Principal	Project Manager	QA/QC Engineer	Project Engineer	Engineer/ Designer	Technician/ Drafter	Secretarial/ Clerical	Hours per Sheet	TOTAL
Subtotals - Roadway Design		**10**	**0**	**6**	**7**	**28**	**134**	**76**	**0**		**251**
Data Collection	N/A	N/A	0	0	0	0	6	0	0	N/A	6
Survey & Mapping (HORIZON SURVEY)	N/A	N/A	0	0	0	0	4	0	0	0	4
Cover Sheet	N/A	1	0	0	0	0	2	8	0	10	10
General Notes	N/A	1	0	0	0	0	2	8	0	10	10
Typical Roadway Sections	N/A	1	0	0	0	2	0	8	0	10	10
Roadway Plan & Profile	20	4	0	6	4	10	50	34	0	26	104
Driveway Details (2 total)	20	1	0	0	0	4	12	0	0	16	16
Intersection Staking Plan	20	1	0	0	1	4	16	10	0	31	31
Geometric Plan - Indian School Road	50	1	0	0	1	4	8	8	0	21	21
Roadway Cross-Sections			0	0	1	4	40	0	0	N/A	45
Environmental Clearance (by City of Avondale)											
Right of Way Clearance (by City of Avondale)											
Subtotals - Drainage Design		**0**	**0**	**1**	**2**	**10**	**24**	**0**	**6**		**43**
Drainage Analysis	N/A	N/A	0	0	1	6	16	0	0	N/A	23
Drainage Report	N/A	N/A	0	1	1	4	8	0	6	N/A	20

DMJM HARRIS | AECOM

City of Avondale
Intersection Improvements - El Mirage Road & Indian School Road
Workhour Estimate by Task

Element	Scale	Number of Sheets	Project Principal	Project Manager	QA/QC Engineer	Project Engineer	Engineer/ Designer	Technician/ Drafter	Secretarial/ Clerical	Hours per Sheet	TOTAL
Subtotals - Traffic Design		**4**	**0**	**2**	**2**	**16**	**12**	**40**	**0**		**72**
General Notes	N/A	1	0	0	0	2	0	8	0	10	10
Signing & Marking Plans	50	1	0	2	1	0	12	8	0	23	23
Traffic Signal Plan	20	1	0	0	1	6	0	16	0	23	23
Traffic Signal Pole & Conductor Schedule	N/A	1	0	0	0	4	0	8	0	12	12
Coordination w/Utility Company for Load Center	N/A	N/A	0	0	0	4	0	0	0	N/A	4

DMJM HARRIS | AECOM

City of Avondale
Intersection Improvements - El Mirage Road & Indian School Road
Workhour Estimate by Task

Element	Scale	Number of Sheets	Project Principal	Project Manager	QA/QC Engineer	Project Engineer	Engineer/ Designer	Technician/ Drafter	Secretarial/ Clerical	Hours per Sheet	TOTAL
Subtotals - Utility Coordination			**0**	**8**	**0**	**16**	**40**	**12**	**14**		**90**
Utility Company Coordination			0	0	0	8	40	12	6		66
Utility Clearance			0	8	0	8	0	0	8		24
Subtotals - Specs & Estimate			**0**	**4**	**2**	**8**	**24**	**0**	**6**		**44**
Project Special Provisions			0	4	1	4	8	0	6		23
Quantities & Cost Estimate			0	0	1	4	16	0	0		21
Subtotals - Meetings			**0**	**29**	**0**	**29**	**0**	**0**	**10**		**68**
Field Reviews (2)			0	8	0	8	0	0	0		16
Client Meetings (4) (@ Avondale)			0	12	0	12	0	0	6		30
Utility Coordination Meetings (2)			0	6	0	6	0	0	3		15
Coordination with Other Projects (1)			0	3	0	3	0	0	1		7
Subtotals - Project Management/Admin			**0**	**8**	**0**	**0**	**0**	**0**	**8**		**16**
Project Admin (Monthly Status Report, Schedule Updates)			0	8	0	0	0	0	8		16
TOTAL WORKHOURS		**14**	**0**	**58**	**13**	**107**	**234**	**128**	**44**		**584**

DMJM HARRIS | AECOM

City of Avondale
Intersection Improvements - El Mirage Road & Indian School Road
ESTIMATED DIRECT EXPENSES

(Listed by Item at Estimated Actual Cost - NO MARKUP)

TRAVEL									
	Mileage (Personal Vehicle)	800	MILES	@	$	0.45	/MILE		**$356**
PRINTING & REPRODUCTION									
Submittal and Non-Submittal Copies									
	8 1/2" x 11"	4000	EACH	@	$	0.06	/EACH		$240
	11" x 17"	4000	EACH	@	$	0.08	/EACH		$320
	8 1/2" x 11" (Color)	50	EACH	@	$	0.65	/EACH		$33
	11" x 17" (Color)	50	EACH	@	$	0.80	/EACH		$40
	Bond Plots (24" x 36")	30	EACH	@	$	1.00	/EACH		$30
	Mylar Plots (24" x 36")	30	EACH	@	$	8.00	/EACH		$240
	Sub-Total Printing & Reproduction								**$903**
MAILINGS & DELIVERIES									
	Deliveries	20	EACH	@	$	15.00	/EACH		$300
	Sub-Total Mailings & Deliveries								**$300**
OTHER									
Review Fees by MCDOT		4	SUBMITTALS	@	$	100	/PAGE	@ 10 PAGES	$4,000
Permit Fees by MCDOT									$1,500
	Sub-Total Others								**$5,500**
	TOTAL ESTIMATED DIRECT EXPENSES								**$7,060**

HORIZON SURVEYING
4729 E. SLEEPY RANCH RD.
CAVE CREEK, AZ 85331

Jenny Bixby, PE
DMJM
2777 E Camelback Road, Suite 200
Phoenix, AZ 85016-4302

RE: El Mirage & Indian School Rd Mapping - REVISED

Per our meeting on 11-29-06, my field review of the site on 1-16-07 and your e-mail with requested scope revisions on 1-15-07, I have outlined the revised scope of services for this project as:

- Mapping limits from intersection: 1500' north and west - 1800' east to bridge abutment - 500' south
- Indian School Rd west of El Mirage to be mapped 75' south and 100' north and 85' south and 100' north east of El Mirage
- El Mirage Rd to be mapped to the ROW being 55' east and west
- Additional areas include the dirt area south of Manny's parking lot and the area to be used as the new driveway to Valley Golf Center
- Mapping will include all trees, visible utilities, sewer and storm drain manhole inverts and striping
- X-sections will be collected at 100' intervals with major breaks being included between
- The City of Avondale vertical datum will be used
- Right-of-way will be determined throughout project
- 4 survey control points will be set around intersection for construction control
- A survey report will be submitted with the mapping identifying survey control and coordinate system
- Mapping will be assembled using Horizon Surveying symbology
- Mapping will be delivered via e-mail in dgn format and no paper plots will be submitted

Our fee for this project is $15,770

Possible future services quote:

- 4 to 6 legal descriptions and 4 exhibits for ROW takes and or temporary construction easements
- 1/2 day of pothole surveying

Our fee for these services would be $1660

Thank you for this opportunity to be of service.

1/17/07

Ron Barbala, PLS
Project Manager
HORIZON SURVEYING
Office & FAX: 480-595-9932
Mobile: 602-881-1330
rbarbala@cox.net

DMJM HARRIS | AECOM

DMJM Harris
2777 East Camelback Road, Suite 200, Phoenix, Arizona 85016
T 602.337.2777 F 602.337.2620 www.dmjmharris.com

Memorandum

To:	Jennifer Bixby
From:	Keith Dahlen
Date:	1/15/07
Subject:	Geotechnical Investigation Proposal (Rev. 1) Intersection Improvements – Indian School Road and El Mirage Road Avondale, Arizona

Distribution:

Jenny –

The following is our intended scope of work and estimated fees for the performance of a geotechnical investigation for improvements planned in the vicinity of the intersection of Indian School Road and El Mirage Road.

It is understood that the pavement in the near vicinity (within 200 feet) of the existing intersection will be widened to accommodate the ultimate Indian School Road section of three travel lanes in each direction with a striped or raised median. The current improvement limits along Indian School Road have not yet been set, but the project could involve widening a portion of the existing four lane road (and striped median) up to 1,500 feet both east and west of intersection. El Mirage Road currently dead ends at Indian School Road. It is understood that El Mirage Road may be widened on either side for a distance of about 500 feet to the north of the intersection. However, the project may ultimately include improvements for up to 1,500 feet of El Mirage Road, extending north of the intersection.

It is further understood that El Mirage Road will be extended about 500 feet to the south of the intersection to better accommodate access to two businesses that are located on the south side of Indian School Road. The roadway extension will allow for the abandonment of two access driveways off of Indian School Road.

1.0 Scope of Work

1.1 Field Investigation

The field investigation will include the excavation of eight backhoe test pits to depths of about 5 feet, or refusal on cobbles or strongly cemented soils. We will utilize a subcontracted backhoe and operator for this work. The pits will be located at approximate 700 to 800 foot intervals along both Indian School Road and El Mirage Road with one or two of the pits located in the near vicinity of the intersection. DMJM Harris will locate the test pits in the field and supervise all field work. Logs of the test pits will be

prepared in the field by our field engineer. We will collect bulk samples of the materials encountered for laboratory testing.

Prior to the performance of the work we will obtain any needed permits for digging. We will also contact Bluestake to determine the locations of any buried utilities which might be impacted by the work. As all work will be performed adjacent to existing pavement, we will utilize subcontracted traffic control provided by NES Traffic Safety.

1.2 Laboratory Testing

Physical testing of samples collected during the investigation will include moisture content, grain-size analysis, plasticity index (Atterberg limits), R-value, and corrosion testing. The estimated number of tests and estimated charges for the tests are as follows:

Estimated Schedule of Testing

Test Designation	Estimated Number of Tests	Estimated Unit Cost
Grain-Size Analysis	8	$ 55.
Atterberg Limits	8	45.
Moisture Content	8	13.
R-value	2	225.
pH & Resistivity	4	85.

Laboratory testing will be performed by AMEC Earth & Environmental, Inc., as a Subconsultant to DMJM Harris.

2.0 Analysis & Report

We will prepare a geotechnical investigation report, which will include the following:

- Logs of the test pits, and site plan(s) showing the test locations.
- A description of the subsurface materials including depth to groundwater (if encountered), at each test location.
- Recommendations for the design of pavements and related subgrade preparation.
- General and specific (as needed) site grading recommendations.
- Excavatability of the site materials.
- Discussion regarding the suitability of on-site soils for construction.
- Discussions regarding slopes and suitability of site soils for permanent cuts and fills.

3.0 Estimated Man-Hours and Fees

For completion of the investigation, as discussed herein, the following man-hours and fees are estimated:

Item	Project Manager	Project Engineer	Field/Staff Engineer	CADD/ Technician	Clerical/ Admin.	Total
Permitting	2	0	4	0	2	8
Layout & Bluestake (inc. Travel)	0	2	8	0	0	10
Test Pit Excavations	0	2	14	0	0	16
Laboratory Analysis	2	0	0	0	0	2
Engineering Analysis & Report	10	6	12	14	8	50
Project Coordination	6	0	4	0	2	12
TOTAL	**20**	**10**	**42**	**14**	**12**	**98**

The following is an estimate of labor costs:

Classification	Estimated Man-hours	Hourly Billing Rate	Labor Costs
Geotechnical P.M.	20	140.	2,800.
Project Engineer	10	125.	1,250.
Field/Staff Engineer	42	96.	4,032.
CADD/Technician	14	78.	1,092.
Clerical/Admin. Support	12	64.	768.
	98		
		Total Estimated Labor	$ 9,942.

The following is an estimate of direct expenses and outside services:

Printing (800 8.5”x11” pages @ $0.06/page; 40 11”x17” pages @ $0.08/page)	51.
Misc. Expenses (Postage, Film & Processing, etc.@ cost)	50.
Misc. Supplies (Plastic Bags, Ties, etc., at cost)	20.
Vehicle Mileage (360 miles @ $ 0.445/mile)	160.
Total Estimated Direct Costs	$ 281.
Subcontracted Backhoe and Operator (8 Hours @ $70/hour)	$ 560.
Traffic Control (NES) (1 Day at $300/day)	300.
Laboratory Testing (AMEC)	1,694.
Total Estimated Outside Services	$ 2,554.
ESTIMATED TOTAL	**$ 12,777.**

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Stanley Consultants Inc. -Traffic Circle Design on Durango Street at 113th Avenue

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Stanley Consultants Inc. to provide design services for a traffic circle on Durango Street at 113th Avenue in the amount of $69,693 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Council has directed staff to develop and implement a Neighborhood Traffic Management Program (NTMP). In an effort to achieve that goal, staff proposed to construct demonstration calming features that allow the public to access and review potential benefits to a neighborhood.

On October 9, 2006, staff updated the Council on the City's NTMP, and requested input on a variety of proposed traffic calming measures and locations for the demonstration project. Based on Council direction, staff is proposing a traffic circle demonstration project be designed and constructed at the intersection of Durango Street and 113th Avenue.

The proposed traffic circle will improve intersection safety by reducing speeds along Durango Street, reducing turning movement conflicts and the potential for crashes and increasing driver awareness of the residential character of the street. The traffic circle will also help enhance the surrounding neighborhood area and provide an entrance feature to the Cashion community.

Staff requested a cost proposal from Stanley Consultants and on January 5, 2007 received a proposal in the amount of $69,693.

DISCUSSION:

The scope of service for this project will include:

- Field Survey
- Right-of-Way Mapping
- Roadway Design
- Traffic Circle Design
- Pavement Section Design
- Drainage Design
- Signing and Pavement Marking Plans
- Utility Coordination
- Landscape Design
- Allowance for Street Lighting (if necessary)
- Allowance for Potholing (if necessary)
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

Staff reviewed a list of pre-qualified firms and found Stanley Consultants Inc. to be the best qualified to provide engineering design consulting services for this project. Staff contacted references and found that Stanley Consultants Inc. is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Stanley Consultants Inc. for engineering services for the delivery of plans, specifications, and an engineer's estimate for traffic circle design services for Durango Street at 113th Avenue. Staff reviewed the proposal and negotiated the scope of services and contract in the amount of $69,693 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design:

Notice-to-Proceed – March 2007
Draft Design – May 2007
Final Design – July 2007

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No. 304-1199-00-8001 in the amount of $69,693.

RECOMENDATION:

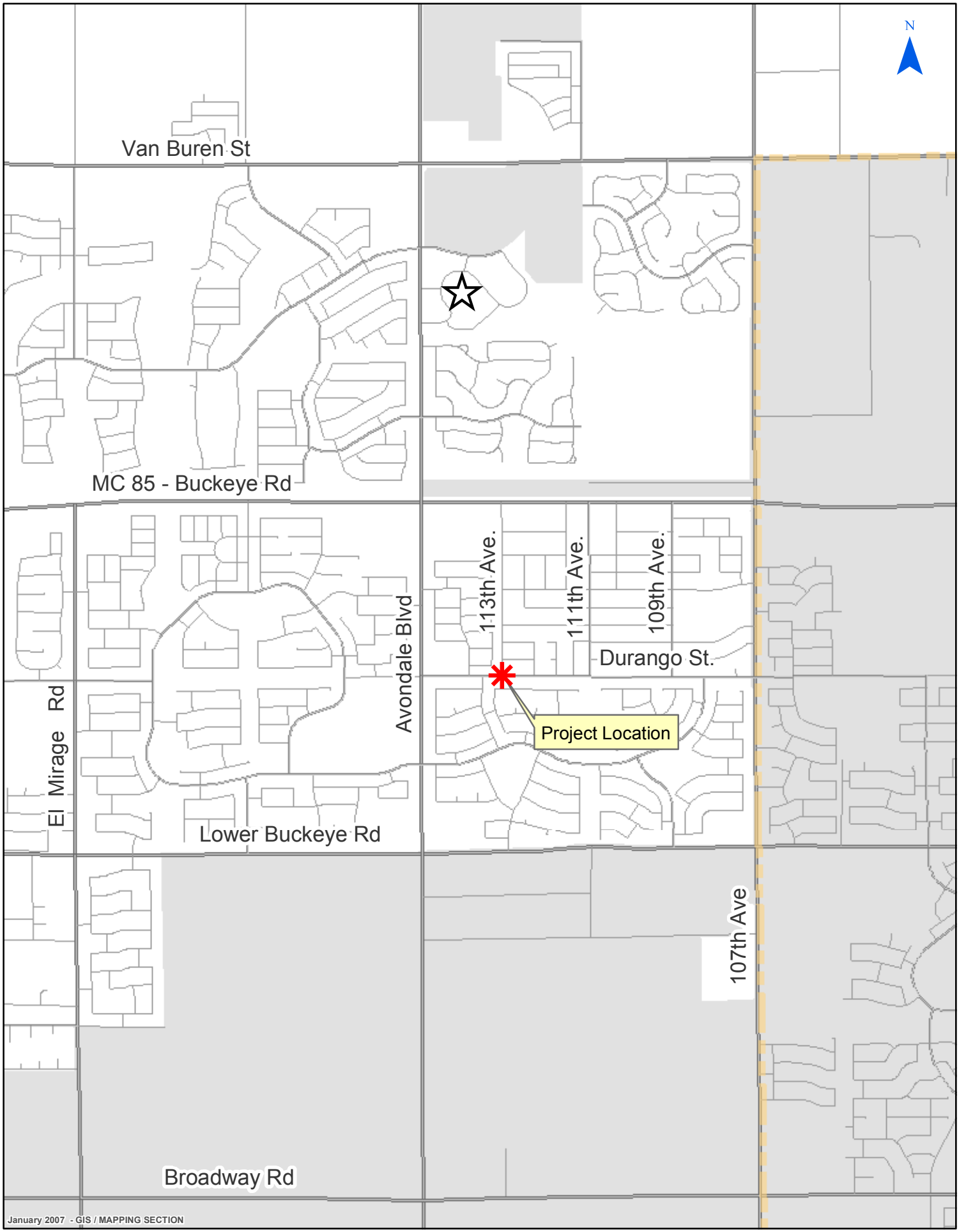
Staff recommends that the City Council approve a Professional Services Agreement with Stanley Consultants Inc. to provide design services for a traffic circle on Durango Street at 113th Avenue in the amount of $69,693 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Professional Services Agreement

VICINITY MAP



CITY OF AVONDALE

113th Ave. & Durango St. Proposed Signal

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
STANLEY CONSULTANTS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 20, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Stanley Consultants, Inc., an Iowa corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for traffic circle design at Durango Street and 113th Avenue (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 1, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $69,693.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel

shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies

and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be

responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which 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.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Stanley Consultants, Inc. 1661 East Camelback Road, Suite 400 Phoenix, Arizona 85016 Facsimile: 602-333-2333 Attn: Owen R. Mills, PE

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

STANLEY CONSULTANTS, INC., an Iowa corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of STANLEY CONSULTANTS, INC., an Iowa corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
STANLEY CONSULTANTS, INC.

[Scope of Work]

See following pages.

Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

January 5, 2006

Ms. Kelly Larosa, PE
City of Avondale
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

Reference: Proposal Letter
Durango Street and 113th Street Intersection

Dear Kelly;

Attached please find the following information pertinent to a revised proposal for Durango Street and 113th Street Intersection design services:

- Revised Scope of Work (Exhibit A)
- Revised Derivation of Cost Proposal (Exhibit B)

I look forward to reviewing this documentation with you. If you have any questions pertaining to this proposal, please feel free to contact me at (602) 333-2416.

Sincerely,

Stanley Consultants, Inc.

Owen R. Mills, P.E.

Owen R. Mills, PE
Project Manager

Cc: File, D. Fabiano

1661 East Camelback Road, Suite 400 • Phoenix, AZ 85016 • phone 602.333.2200 • fax 602.333.2333
www.stanleyconsultants.com

EXHIBIT A

CITY OF AVONDALE
TRAFFIC DEPARTMENT

DURANGO STREET AND 113TH STREET INTERSECTION

1-5-2007

SCOPE OF WORK

Project Description
The project is located at the intersection of Durango Street and 113th Street in the City of Avondale. Proposed improvements will include modifying the intersection to create a traffic circle intended to improve safety and reduce vehicle speeds through the intersection.

Additional improvements to be designed by the consultant will include landscaping, landscape irrigation, waterline and water meter modifications.

Standards and Procedures
All work shall be in accordance with City of Avondale Engineering Design Standards and MAG Standard Details and Specifications. All drawings shall be prepared utilizing AutoCAD.

Data Research
The City of Avondale will provide the following items:

1. Utility and quarter section maps
2. Asphalt pavement design(type and thickness)
3. Property title reports(if needed)
4. Current administrative procedures
5. Standard City pay items
6. Latest boiler plate specifications
7. Current Right-of-way strip map.

The Consultant shall collect and compile available existing roadway and utility infrastructure data necessary for base map development and roadway plan preparation.

Field Survey
The Consultant shall provide a field topographic survey. The field data shall be collected utilizing electronic data collectors. All surveys shall be presented by monument line station and offset.

The survey will include all existing features including but not limited to curb and gutter, catch basins, pipes, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, pavement markings, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants and shrubs.

The topography survey limits will extend 250 feet on all legs of the T-intersection at Durango Street and 113th Street. The survey will extend up to 500 feet on each leg to include curb and gutter with pavement markings.

Right-of-Way and Easements (ALLOWANCE)
The Consultant will prepare any necessary legals and descriptions as required. All necessary title reports will be supplied by the City(or City Attorney's Office) and provided to Consultant. City will order and pay for all required title reports and will provide to Consultant. City will order and pay for appraisals seperately. Consultant to prepare legal descriptions.

Existing Rights of Way Documents
The Consultant will provide a right of way strip map showing all existing right of way and land parcels within the project limits. The City can provide plats and other existing documents on record to support this effort.

Preliminary Design
A preliminary (15%) traffic circle will be developed. An interim review plan set will be provided to The City of Avondale for review and comment. The plan will show a conceptual horizontal layout.

Meetings
Consultant shall participate in four (4) meetings to discuss project alternatives.

Base Sheet Preparation
Sheets shall be prepared to depict the acquired survey field data described above, utility and right of way information provided by the City, and other existing improvement features necessary for the proposed design. City cover sheet, note sheet, and title blocks shall be used. Base maps shall be placed on plan sheets at a horizontal scale of 1"=20', and a vertical scale of 1"=2' for the 24" x 36" format.

Pavement Section Design
The City of Avondale shall be responsible for providing the structural pavement section. During the design if deemed necessary, a change order will be requested to add this to the scope of work.

Drainage Design
The Consultant will develop a drainage plan for the new roadway improvements. The drainage system may include but is not limited to drainage collection

facilities such as catch basins, storm drains and scuppers routed to existing outfall facility located south of the intersection.

Utilities
Existing above ground and below ground utility facilities may be in conflict with the proposed roadway improvements. Consultant will request utility mapping from all utility stakeholders and include such facilities in the utility base file. Affected valves and manholes lids will need to be adjusted to new pavement finish grades.

If existing utility facilities are in conflict with proposed roadway improvements they will require relocation. The utility stakeholders will be responsible and provide design and construction plans for modifications to their existing facilities. Consultant will provide utility stakeholders with base mapping in electronic format after the 70% geometric design plans have been submitted to the City and reviewed. Consultant will coordinate with utility stakeholders after the 70% submittal. If there is a utility conflict, a meeting will be held with the respective utility company.

The Consultant will furnish review copies of the 70% and 100% submittal plans to the City of Avondale Project Manager and each utility company having facilities in the project area.

At the 70% submittal, the Consultant will schedule a utility conflict/compliance meeting to be held at the City.

The City of Avondale Project Manager will provide the utility contacts to the Consultant. Generally each utility is to be provided: 2 plan sets at the each submittal; 70%, and 100% submittals. The CONSULTANT shall provide electronic files or disks to Utility Companies when requested.

Consultant will provide No Conflict/Conflict Resolution letter to City prior to final plans.

Lighting (ALLOWANCE)
If deemed necessary, the Consultant shall prepare a design for lighting of the traffic circle. A maximum of three lights are anticipated.

Potholing (ALLOWANCE)
If deemed necessary, the Consultant will provide potholing services for the purpose of locating underground utilities at conflict locations. A total of 6 potholes will be included for this allowance.

Environmental Issues
The City will be responsible for all environmental issues relating to this improvement project. During the design if deemed necessary, a change order will be requested to add this to the scope of work.

Landscape Design
The Consultant will be responsible for preparing xeriscape plans with entry monument for the Traffic Circle Island and restoration of disturbing existing landscape tracts.

Special Provisions
Special provisions shall be prepared for unique items of work that are not covered by MAG.

Prepare 70% Construction Documents
The Consultant shall prepare 70% Plans that will include the following:

- Cover Sheet
- Geometrics/Roadway
- Staking Plan
- Pavement Marking & Signing Plans
- Special Provisions
- Engineer's Estimate

The plans will be submitted in 24"x36" format to the City of Avondale, to all project partners and to relevant utility companies. Six (6) sets of the plans will be submitted to the City of Avondale.

Deliverable: 70% plan set including a preliminary engineer's estimate and all appropriate special provisions.

Comment Resolution Meeting – 70%: The Consultant shall meet once with the City of Avondale staff to review plans and to respond to comments. This meeting will be combined with the utilities representatives to resolve conflicts/resolutions.

Consultant will provide No Conflict/Conflict Resolution letter to City prior to final plans.

Prepare 100% Construction Documents
The Consultant shall advance the plans to the 90% based on the City of Avondale comments and responses from utility companies. The 90% submittal will include all of the following information:

- Cover Sheet
- Geometrics/Roadway
- Staking Plan
- Pavement Marking & Signing Plans
- Drainage Plans
- Landscape Plans

- Special Provisions
- Engineer's Estimate

The plans will be submitted in 24"x36" format to the City of Avondale, to all project partners and to relevant utility companies. Six (6) sets of the plans will be submitted to the City of Avondale.

Deliverable: 100% plan set including a preliminary engineer's estimate and all appropriate special provisions.

Comments Resolution Meeting – 100%: The Consultant shall meet once with the City of Avondale staff to review plans and to respond to comments.

Final Bid Documents
Based on the City of Avondale comments, the Consultant shall advance the plans to PS&E level. One set of full-size mylars, one hardcopy of the technical special provisions and estimates of probable costs, and the electronic copies of the plans, specifications and estimates will be submitted to the City of Avondale for inclusion in the bid packages.

Deliverable: Final sealed plans, special provisions, estimates of probable cost and bid item summaries.

Deliverables

- 70% Submittal: Six (6) sets of plan prints (24"x36" format)
- 100% Submittal: Six (6) sets of plan prints (24"x36" format)
- Final Bid Documents: one (1) set of mylars(24"x36"), (1) copy of Special Provisions(8.5"x11"), one (1) copy of Estimate of Probable Construction Cost(8.5"x11"), and one (1) CD copy of electronic files of all construction documents.

Preliminary Schedule: Contingent upon receipt of NTP. This schedule anticipates 14 calendar days for review.

NTP	January 17, 2007
15% Review	March 2, 2007
70% Submittal	April 27, 2007
70% City Review Due	May 11, 2007
100% Submittal	June 8, 2007
100% City Review Due	June 22, 2007
Final Bid Documents	July 13, 2007

Bidding Phase Assistance
The Consultant shall provide assistance to the City of Avondale during the bidding phase of the project.

Post Design and Construction Services

Post Design and Construction Services for construction support will be provided as additional services on a time and materials basis or as a separate scope and fee proposal.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
STANLEY CONSULTANTS, INC.

[Fee Estimate]

See following pages.

EXHIBIT B
Design Hour Estimate and Fee

CITY OF AVONDALE
DURANGO STREET AND 113TH STREET INTERSECTION
ESTIMATED STAFF HOURS FOR STANLEY CONSULTANTS INC.

TASK	PP	PM	PE	T	SEC	TOTAL
1 PROJECT MANAGEMENT						
City of Avondale Coordination & Subconsultant Coordination		8			2	10
Design Coordination Meetings (2)		10			2	12
15% Design Meeting & Minutes		6			2	8
70% Comment Resolution Meeting & Minutes		6			2	8
100% Comment Resolution Meeting & Minutes		6			2	8
SUBTOTAL	*0*	*36*	*0*	*0*	*10*	*46*
2 DATA COLLECTION & UTILITY COORDINATION						
Coordination with Utility Companies		1	4	8		13
Gather and Verify Existing as-builts and Maps		1	4	8		13
Draft Utility Information on Plans and Identify Potential Conflicts		1	4	8		13
SUBTOTAL	*0*	*3*	*12*	*24*	*0*	*39*
3 PRELIMINARY DESIGN SERVICES FOR 15% PLANS						
Base Files		1		30		31
Geometrics/Roadway Plan Sheet		1	4	32		37
SUBTOTAL	*0*	*2*	*4*	*62*	*0*	*68*
4 DESIGN SERVICES FOR 70% PLANS						
Face Sheet			2	8		10
Geometrics/Roadway Plan Sheet		1	2	20		23
Staking Plan		1	2	22		25
Pavement Marking & Signing Plans			2	18		20
Cost Estimate		1	10	4		15
Special Provisions		2	24			26
QA/QC		4	12			16
SUBTOTAL	*0*	*9*	*54*	*72*	*0*	*135*
5 DESIGN SERVICES FOR 100% PLANS						
Base Files						
Face Sheet						
Geometric Data and Control Sheets		1	4	6		11
Traffic Circle Staking Sheets		1	4	12		17
Signing and Striping Sheets		1	2	8		11
Drainage Plans		1	12	52		65
Cost Estimate		1	6	4		11
Special Provisions		1	10			11
QA/QC		4	12			16
SUBTOTAL	*0*	*10*	*50*	*82*	*0*	*142*

EXHIBIT B
Design Hour Estimate and Fee

CITY OF AVONDALE
DURANGO STREET AND 113TH STREET INTERSECTION
ESTIMATED STAFF HOURS FOR STANLEY CONSULTANTS

TASK		PP	PM	PE	T	SEC	TOTAL
6 FINAL BID PACKAGE							
Incorporate Final Comments from all Agencies			4	6	16	4	30
	SUBTOTAL	*0*	*4*	*6*	*16*	*4*	*30*
	TOTAL	*0*	*64*	*126*	*256*	*14*	*460*

EXHIBIT B
Design Hour Estimate and Fee

CITY OF AVONDALE
DURANGO STREET AND 113TH STREET INTERSECTION

NUMBER OF SHEETS

NO. SHTS	TITLE & DESCRIPTION
1	Face Sheet
1	Geometrics & Roadway Plan
1	Staking Plan
3	Pavement Markings & Signing Plans
3	Drainage Plans
3	Landscape Design
12	Total Sheets

EXHIBIT B
Design Hour Estimate and Fee

CITY OF AVONDALE
DURANGO STREET AND 113TH STREET INTERSECTION

ESTIMATED DIRECT LABOR

CLASSIFICATION	ESTIMATED STAFF HOURS	BILLING RATE	LABOR COST
PROJECT MANAGER	64	$140.00	$8,960.00
PROJECT ENGINEER	126	$125.00	$15,750.00
TECHNICIAN/DRAFTER	256	$93.00	$23,808.00
SECRETARY/CLERICAL	14	$55.00	$770.00
TOTAL	460		
NET FEE			$49,288.00

ESTIMATED DIRECT EXPENSES

TRAVEL AND SUBSISTENCE	$200.00	
PRINTING AND REPRODUCTION	$705.00	
		$905.00

TOTAL ESTIMATED STANLEY CONSULTANTS COSTS	**$50,193.00**
SUBCONSULTANTS	
CRS Survey	$1,500.00
Landscape Design	$5,000.00
TOTAL ESTIMATED SUBCONSULTANT COSTS	**$6,500.00**
TOTAL ESTIMATED DESIGN COSTS	**$56,693.00**
ALLOWANCE ITEMS	
Pot-Holing Services	$3,000.00
Legals Descriptions	$5,000.00
Lighting	$5,000.00
TOTAL ESTIMATED COSTS W/ ALLOWANCE ITEMS	**$13,000.00**
TOTAL ESTIMATED DESIGN PLUS ALLOWANCE COSTS	**$69,693.00**

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement with URS Corporation for Street Improvements on 99th Avenue at McDowell Road - Dual lefts

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, 623.333.4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with URS Corporation to provide design services for street improvements on 99th Avenue at McDowell Road in the amount of $65,238 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The 2006-2007 Capital Improvement Program (CIP) includes a project to design an additional left-turn lane on 99th Avenue at McDowell Road (see vicinity map). The purpose of the project is to improve intersection capacity and functionality, reduce traffic congestion and provide additional storage for the proposed left-turn lanes.
Currently, 99th Avenue at McDowell Road experiences excessive congestion caused by idle vehicles seeking to turn north-bound and/or south-bound from 99th Avenue onto McDowell Road. Due to the number of insufficient turning lanes and inadequate storage lengths, idle vehicles back up into the thru lanes, which inevitably causes congestion and poses traffic safety problems.

Recent traffic studies in this area have identified the need to improve traffic flow by providing dual left-turn movements onto McDowell Road from 99th Avenue. This project will design dual left-turn lanes to provide sufficient storage capacity. Other elements of the project include: analyzing and designing the new location for the existing traffic signal; raised median removal and reinstallation; and signage and pavement marking.

DISCUSSION:

The scope of service for this project will include:

- Design Survey
- Geometric Analysis and Design
- Traffic Analysis and New Signal Design
- Drainage Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

Staff reviewed a list of pre-qualified firms and found URS Corporation to be the best qualified to provide engineering design consulting services for this project. Staff contacted references and found that URS Corporation is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from URS Corporation for engineering services for the delivery of plans, specifications, and an engineer's estimate for Street Improvements at 99th Avenue and McDowell Road -Dual lefts. Staff reviewed the proposal and negotiated the scope of services and contract in the amount of $65,238 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:
Notice to proceed – February 2007
Final Design – June 2007

Construction:
Bid award – July 2007
Begin Construction – July 2007
End Construction – January 2008

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No. 304-1163-00-8001 in the amount of $65,238. Staff intends to obtain participation from neighboring jurisdictions to supplement local funds for the construction portion of the project.

RECOMENDATION:

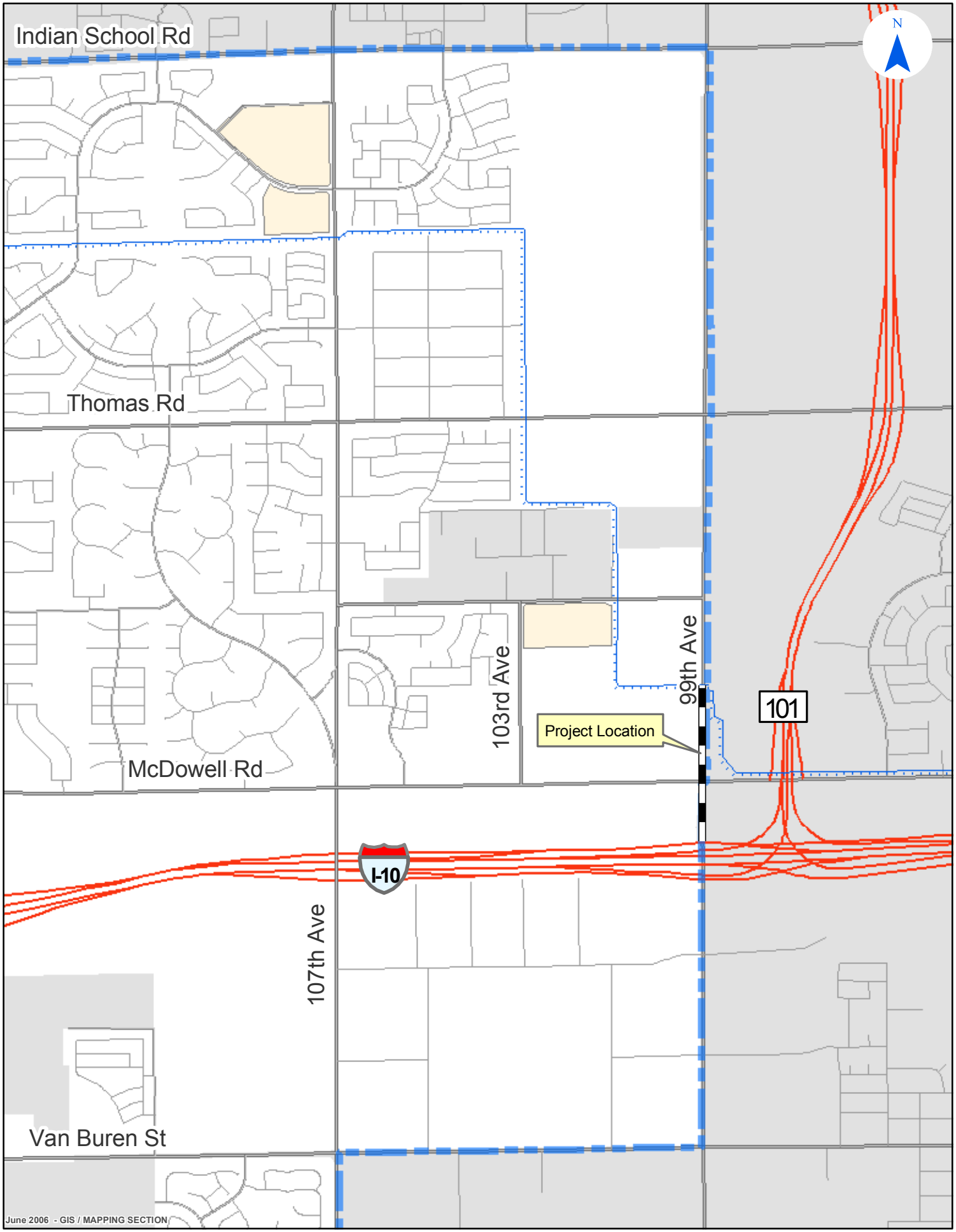
Staff recommends that the City Council approve a Professional Services Agreement with URS Corporation to provide design services for street improvements on 99th Avenue at McDowell Road in the amount of $65,238 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Professional Services Agreement

VICINITY MAP



CITY OF AVONDALE

99th Ave. Widening

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of February 20, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and URS Corporation, a Nevada corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for the 99th Avenue at McDowell Road intersection for dual left turn and signal design (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 20, 2007.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed $65,238.00 for the Services, as set forth in Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are

not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Representations. Consultant represents that the Services rendered will conform to the requirements of this Agreement and to the customary professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to

demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by a representative of Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision except 10-days notice for non-payment of premiums. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state

statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this

Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which 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.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	URS Corporation 7720 North 16th Street, Suite 100 Phoenix, Arizona 85020 Facsimile:_____ Attn: Mike Frisbie, PE

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

URS CORPORATION,
a Nevada corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of URS CORPORATION, a Nevada corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

[Scope of Work]

See following pages.

URS

January 19, 2007

Mr. Charles W. Andrews, P.E.
CIP Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Re: **Scope of Work and Fee Estimate**
99th Avenue at McDowell Road Dual Lefts – IGA **Project Number: ST1163**

Dear Mr. Andrews:

URS Corporation (URS) is pleased to present our scope of work and fee estimate for the 99th Avenue at McDowell Road intersection for dual left turn and signal design. Our firm is highly qualified and our staff is available to complete this project for an early construction schedule.

As Project Principal, I will also function as our Quality Control Lead and will be ultimately responsible for QA/QC process control and review procedures. URS has developed a Quality Assurance Manual intended for internal use. It is available for review by our clients and to understand URS' quality assurance policies.

Attached you will find our detailed scope of work, task breakdown, and fee estimate for the project. We are anxious to work with you and your staff in completing this intersection improvement.

Our scope of work includes:

- ❑ Survey
- ❑ Bid Ready Documents
- ❑ Paving Plans
- ❑ Signing & Marking Plans
- ❑ Traffic Analysis and New Signal Design
- ❑ Traffic Control Plans
- ❑ Coordination
- ❑ Quality Assurance / Quality Control
- ❑ Final Deliverables

Our submittal has been prepared focused on your needs and the tasks necessary to complete this project. We propose to perform these services for a fee not to exceed *sixty-five thousand two hundred and thirty-eight dollars* ($65,238).

Sincerely,

URS Corporation

Mike Frisbie, P.E.
Traffic and Municipal Engineering Manager

URS Corporation
7720 North 16th Street, Suite 100
Phoenix, AZ 85020
Tel: 602.371.1100
Fax: 602.371.1615

URS

Scope of Work and Fee Estimate

Project: 99th Avenue at McDowell Road Dual Lefts – IGA
Project Number: ST1163

Introduction and Project Approach:

The City of Avondale is requesting a consulting engineering firm to design improvements on 99th Avenue from Interstate 10 to McDowell Road and further north for approximately one-quarter mile. These improvements will include lengthened left-turn bays, reconstructed raised medians, new signal pole location on the northwest corner of McDowell Road, removal of existing median islands, and new striping and signage within the limits of the project.

The improvement plans will include a cover sheet; general notes, typical sections, existing topography; removals; new construction, signal plan, signing & marking plan, an engineer's construction cost estimate; bid tabulation, any new supplemental specifications, and details.

Since the new improvements replace existing hardscape, the total runoff will not change, but consideration will be given to drainage flow patterns (whether additional flow rates and spread will occur in the outside northbound and southbound travel lanes). Median scuppers may be constructed to provide a dry left-turn bay. A Drainage Report Memo will be provided.

Existing traffic patterns will be observed during peak rush hour periods prior to signal relocation. Signal conduit, pole, and video detection design as well as new signal pole location and signing & marking plans will be provided.

Salt River Project irrigation (Roosevelt Irrigation District) and other utilities will be contacted and preliminary design documents submitted for their review in the early stages of the project to substantiate existing underground and overhead utilities, horizontal and vertical locations, as well as clearances for the proposed new traffic signal foundation and related conduit and pullbox installation.

Project coordination will also include coordination with major stakeholders; ADOT, MCDOT, the City of Phoenix, City of Tolleson, and City of Avondale. URS will be proactive in meeting schedule milestones and sensitive to agency and utility coordination.

Tasks:

Survey – URS will request Bluestake mark utilities within the project limits and then locate curb & gutter, median curb, crown of roadway, monument line, section line, centerline, signage, striping, signal poles, traffic signal loops, utilities and measure related elevations.

URS Corporation
7720 North 16th Street, Suite 100
Phoenix, AZ 85020
Tel: 602.371.1100
Fax: 602.371.1615

Bid Documents – Produce a complete set of bid documents including design plans, quantities and Engineer's Construction Cost Estimate, Specifications for work not covered under the year 2000 Arizona Department of Transportation Standard Specifications for Road and Bridge Construction. The MAG Specifications and Details and the City of Avondale's supplements will be a source in determining the 'best' design. These documents will include 24"x 36" plans, with signature blocks and special details meeting City of Avondale submittal requirements. Some of the items on the Engineer's Construction Cost Estimate will include but not be limited to Construction Staking, Pothole Services, Removal Items, New Construction, Mobilization, Construction Phasing, Traffic Control, Permit Costs, Miscellaneous Items, and Contingencies.

Paving Plans will include 1"=40' scale drawings with plan view only. Profiles will not be provided. The plans will include dimensions, keynote construction callouts, detail sheets, median geometric sheet, and estimated quantities. The design will consider the future 6-lane configuration of 99th Avenue.

Signing and Marking Plans will include existing and new signage & striping and quantities. These plans will conform to MUTCD and the MCDOT Pavement Markings Manual. Traffic control plans and construction phasing plans will be provided by the Contractor.

Traffic Analysis and New Traffic Signal Design Plans will include location of existing conduit/conductors, pullboxes, and controllers as well as pothole verification of new pole foundation location viability. The plan will include locations of existing signal loop detectors, preemption device(s), and traffic count loops north of McDowell Road within the project. URS will observe traffic during the AM and PM peaks prior to final design. These observations will be done to verify the capacity of left-turn bay storage lengths. The plans will be provided in 1"= 20' scale. The following sheets will be included; General Signal Layout, Traffic Signal / Quantities / Details (including phasing diagram), and Cameras and Wiring Diagram sheet.

Included is the design for the installation of video detection and video detection zones (VDZ) instead of loop detectors where new median construction, pavement, and traffic signal improvements are to be reconstructed during this project. This work and the modification/relocation of the traffic signal located in the northwestern quadrant of the intersection shall be done in accordance with applicable City of Avondale Traffic Signal Standards and Specifications. This shall include the layout of the new signal pole and controller locations(s) for the intersection.

Utility Coordination will include SRP irrigation (Roosevelt Irrigation District), water, sewer, CATV, gas, fiber optics, and the ADOT utilities section. The majority of existing utilities will not be in conflict with this construction as the existing asphalt pavement elevation will not change and only median curb and median pavement along with some portion of aggregate base will be removed. Consultant will request and obtain no conflict / conflict compliance letters from each utility stakeholder prior to final submittal. Impacts to existing utilities should be minimal.

No new right-of-way acquisition will be required and all construction will be completed within the existing right-of-way and therefore no construction, slope, or drainage easements will be needed.

Coordination between Stakeholders will be led by URS and include the Arizona Department of Transportation, Roosevelt Irrigation District, City of Tolleson, City of Phoenix, Maricopa County and the City of Avondale.

It is anticipated that the Consultant will provide the drawings in ADOT format and in AutoCAD on 24"x 36" plan sheets. These drawings will be converted to a MicroStation format prior to submittal to ADOT. The City will be expected to review the plans at two separate stages of completion. Submittals will be made to other stakeholders to confirm their agreement with or requested changes to the design. Design Consultant shall submit a CD containing complete improvement base files in AutoCAD .DWG format and AutoCAD .DWF (Design Web Format) exports of each plan or scanned .TIF images of each plan sheet.

Quality Control – the Design Consultant shall institute and comply with the Design Quality Control Plan established for the project. URS Project Principal will function as our Quality Control Lead and will be ultimately responsible for QA/QC providing process control and review procedures that will result in a clear and cohesive set of construction documents.

Assumptions: The following assumptions have been incorporated into our fee proposal.

Potholing, if required, will be done by the Consultant or Subconsultant. Construction staking and construction phasing plans, if needed, will be done by the Contractor. The City will provide dry and wet utility as-builts (water, sewer storm drain, roadway), existing improvements (as-builts) in electronic format, and water, sewer & storm drain Quarter Section Maps. The Consultant will request all other utility mapping from each utility stakeholder. As-built ADOT or MCDOT plans will be researched for the acceptable pavement structural section, no geotechnical investigation or pavement design will be provided. A recent construction cost estimate will also be provided from the City, to URS, 30-days prior to the Final Plan submittal. No public meeting is required. The future sewer line on the north leg of the McDowell Road intersection is not a part of this project. Two plan submittals will be required (60% and Final) for this improvement project.

Final Deliverables will include the following:

Bid Documents
- Paving
  - Cover Sheet with quantities and signature blocks
  - Index / Key Map
  - General Notes
  - Modified or New Details, Typical Sections
  - Plan Sheets at 1" = 40' horizontal scale, no profile drawings

Traffic Signal Plans
- General Signal Layout Sheet at 1"= 20'horizontal scale
- Modified or New Details, Traffic Signal Quantities, Phasing Diagram
- Conduit, Pullbox, and Conductor Schedule, Video Detection, Wiring Diagram

Signing & Marking Plans
- General Notes and Quantities
- Plan Sheets at 1"= 40' horizontal scale
- Summary Sheet

Traffic Control Plans
- General Notes, Miscellaneous Details
- Plan Sheets at 1"=40' horizontal scale
- Quantities and Summary Sheet

Coordination

Engineer's Construction Estimate

Supplemental Specifications

Fee Proposal

We propose to perform the services described in this Scope of Work for a fee not to exceed *sixty-three thousand two hundred and thirty-eight dollars* ($ 63,238) plus allowances.

Following is an approximate breakdown of fees by Task:

Task 1: Survey		$ 7,800
Task 2: Bid Ready Documents		$ 8,534
Task 3: Paving Plans		$ 17,946
Task 4: Signing & Marking		$ 8,193
Task 5: Traffic Analysis and New Traffic Signal		$ 12,289
Task 6: Traffic Control Plans		$ 5,172
Task 7: Coordination		$ 2,004
Task 8: Final Deliverables (Direct Costs)		$ 1,300
	Sub-Total	$ 63,238
Allowance: Potholing		$ 2,000
	Total	$ 65,238

Note: The pavement structural section will be determined from existing ADOT as-built plans or from existing MCDOT as-built plans. No geotechnical investigation or pavement design is proposed.

99th Ave & McDowell Road Improvements

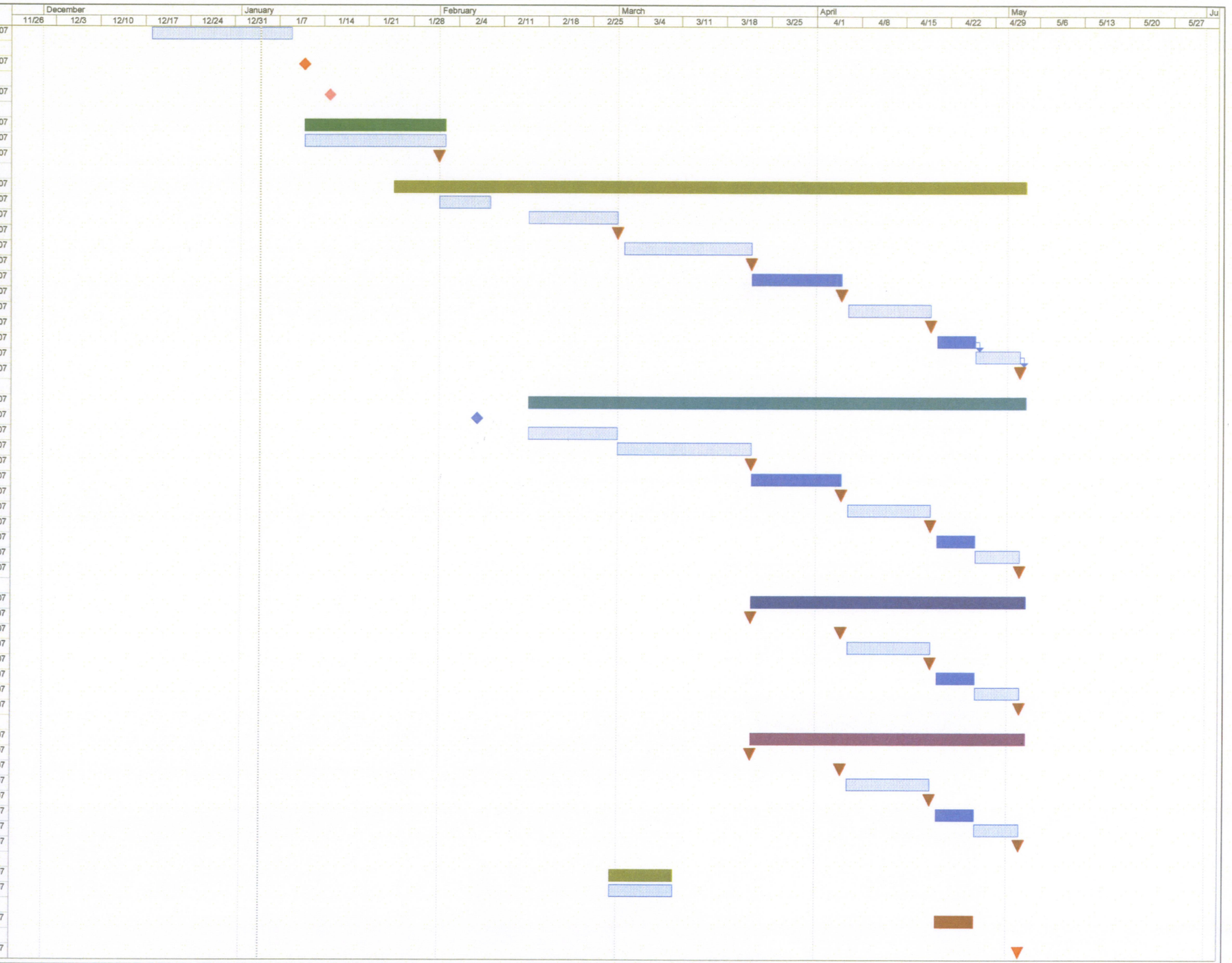
Items	# of Sheets
Cover w / Sheet Index	1
General Notes	1
Modified or New Details / Typical Sections	1
Paving Plan Sheets 1" = 40' Horiz. Scale Plan Only	2
Median Geometric Sheet 1"=40' Horiz. Scale	1
Traffic Signal General Signal Layout Sheet 1"=20' Horiz Scale Plan Only	1
Modified or New Traffic Signal Details / Quantities / Phasing Diagram	1
Conduit, Loop Pullbox, and Conductor Schedule, Cameras, Wiring Diagram	2
Signing & Marking Plans General Notes and Quantities	1
Plan Sheets at 1"=40' Horiz. Scale	2
Traffic Control Plan Sheets at 1"=40' Horiz. Scale	2
Summary Sheet	1
Total	16

Other Items		
Drainage Report Memorandum	10 approx.hrs	(these are spread inside PE hrs)
Engineer's Construction Cost Estimate	18 approx.hrs	(these are spread inside PE hrs)
Supplemental Specifications	20 approx.hrs	(these are spread inside PE hrs)

	Principal	PM	CADD	PE	Admin	Total Hrs	Cost
PM							
Hours	6	16				22	
Cost							$3,324
QC / QA							
Hours	4	4	5	4		17	
Cost							$2,110
Meetings (in and out of office)							
Hours	8	8	2	4		22	
Cost							$3,100
Paving							
Hours	3	12	106	58	4	183	
Cost							$17,946
Traffic Signal and Signing & Marking							
Hours	12	4	112	72	6	206	
Cost							$20,482
Traffic Control Plans							
Hours	2	4	18	24		48	
Cost							$5,172
Coordination							
Hours	2	4	2	8		16	
Cost							$2,004
Manhour Sub Total	**37**	**52**	**245**	**170**	**10**	**514**	
Survey							
(Direct Labor x Multiplier) + Labor	$4,800						
Direct Expenses	$3,000						
Cost	$7,800						$7,800
Direct Costs							
Estimated Cost for Reproducibles	$800						$800
Estimated Cost for Travel	$500						$500
SUBTOTAL							$63,238
TOTAL							**$63,238**
Allowances							**$2,000**
Pothole Services including traffic control and survey (assume three potholes @ $666.67 each)							
TOTAL + ALLOWANCES							**$65,238**

Assumptions	
Final Paving Plan to be a Staking Plan	City will provide Water, Sewer, Storm Drain 1/4 Section Maps
Construction Staking by Contractor	City will provide available As-Builts in electronic format
Construction Phasing Plans by Contractor	City will provide Dry and Wet Utility As-builts
No Electronic Files of Existing Signal	Future 8-inch Sewer line will not be a part of this project
No Public Meeting Required	Pothole Services are included as an Allowance
Two Plan Submittals - 60% and Final	Pavement Structural Section to be per ADOT As-builts
	or as per MCDOT As-Built Records.

Task Name	Start	Finish
Scope of Work and Fee Negotiation	Mon 12/18/06	Mon 1/8/07
Notice to Proceed	Thu 1/11/07	Thu 1/11/07
Project Kickoff Meeting	Mon 1/15/07	Mon 1/15/07
Task 1 - Research / Records Acquisition	Thu 1/11/07	Thu 2/1/07
Data Collection	Thu 1/11/07	Thu 2/1/07
Milestone (substantially complete)	Thu 2/1/07	Thu 2/1/07
Task 2 - Preliminary Paving Plans	Thu 1/25/07	Thu 5/3/07
Survey	Thu 2/1/07	Thu 2/8/07
Base Mapping and Redline Drawings	Thu 2/15/07	Wed 2/28/07
Milestone Meeting w/ City to Review Redline Drawings	Thu 3/1/07	Thu 3/1/07
Preliminary Plans	Fri 3/2/07	Wed 3/21/07
Milestone Preliminary Plan Submittal	Thu 3/22/07	Thu 3/22/07
City Review Period	Thu 3/22/07	Wed 4/4/07
Milestone Meeting w/ City to Review Preliminary Plans	Thu 4/5/07	Thu 4/5/07
Final Plans	Fri 4/6/07	Wed 4/18/07
Milestone Final Plan Submittal	Thu 4/19/07	Thu 4/19/07
City Review Period	Fri 4/20/07	Wed 4/25/07
Final Corrections	Thu 4/26/07	Wed 5/2/07
Milestone Bid Document Submittal	Thu 5/3/07	Thu 5/3/07
Task 3 - Preliminary Traffic Signal Plans	Thu 2/15/07	Thu 5/3/07
Field Observations	Wed 2/7/07	Wed 2/7/07
Existing Signal Base Mapping	Thu 2/15/07	Wed 2/28/07
Preliminary Signal & System Design	Thu 3/1/07	Wed 3/21/07
Milestone Preliminary Plan Submittal	Thu 3/22/07	Thu 3/22/07
City Review Period	Thu 3/22/07	Wed 4/4/07
Milestone Meeting w/ City to Review Preliminary Plans	Thu 4/5/07	Thu 4/5/07
Final Plans	Fri 4/6/07	Wed 4/18/07
Milestone Final Plan Submittal	Thu 4/19/07	Thu 4/19/07
City Review Period	Fri 4/20/07	Wed 4/25/07
Final Corrections	Thu 4/26/07	Wed 5/2/07
Milestone Bid Document Submittal	Thu 5/3/07	Thu 5/3/07
Task 4 - Signing & Marking Plans	Thu 3/22/07	Thu 5/3/07
Redline Drawings	Thu 3/22/07	Wed 4/4/07
Milestone Meeting w/ City to Review Redline Drawings	Thu 4/5/07	Thu 4/5/07
Final Plans	Fri 4/6/07	Wed 4/18/07
Milestone Final Plan Submittal	Thu 4/19/07	Thu 4/19/07
City Review Period	Fri 4/20/07	Wed 4/25/07
Final Corrections	Thu 4/26/07	Wed 5/2/07
Milestone Bid Document Submittal	Thu 5/3/07	Thu 5/3/07
Task 5 - Traffic Control Plans	Thu 3/22/07	Thu 5/3/07
Redline Drawings	Thu 3/22/07	Wed 4/4/07
Milestone Meeting w/ City to Review Redline Drawings	Thu 4/5/07	Thu 4/5/07
Final Plans	Fri 4/6/07	Wed 4/18/07
Milestone Final Plan Submittal	Thu 4/19/07	Thu 4/19/07
City Review Period	Fri 4/20/07	Wed 4/25/07
Final Corrections	Thu 4/26/07	Wed 5/2/07
Milestone Bid Document Submittal	Thu 5/3/07	Thu 5/3/07
Allowance - Pothole Services	Wed 2/28/07	Fri 3/9/07
Field Locate Existing Utilities Adjacent to New Signal Pole Location	Wed 2/28/07	Fri 3/9/07
Independent Technical Review - QC	Fri 4/20/07	Wed 4/25/07
Milestone Final Submittal all Deliverables	Thu 5/3/07	Thu 5/3/07



Project: Avondale 99th and McDowell
Date: Thu 1/4/07

Task | Milestone | Rolled Up Task | Rolled Up Progress | External Tasks | Group By Summary
Progress | Summary | Rolled Up Milestone | Split | Project Summary

CITY COUNCIL REPORT

SUBJECT:
Resolution - Maricopa County - Community Action Program FY 2008 IGA

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Sylvia Sheffield, Social Services Manager - 623-333-2722

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Maricopa County Board of Supervisors for a grant in the amount of $108,590.00 to operate the Community Action Program (CAP) during FY 2007-2008.

BACKGROUND:

The Community Action Program began serving residents of Avondale in 1964. In 1979 the current building was constructed with funding from Housing and Urban Development monies with additional funding from the Maricopa County Board of Supervisors. Originally the CAP program did not provide case management services and fund disbursement was provided in an informal manner, with recipients primarily being migrant farm laborers. As the City of Avondale has grown and the population has changed, so has the need for CAP services. Services are provided to residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for crises and thus find themselves having to ask for assistance when the breadwinner is temporarily laid off, when an accident causes a disability or when an elderly parent or newborn joins the family.

DISCUSSION:

Currently the Maricopa County Human Services Department portion of the Avondale CAP program comes from funding through the Social Services Block Grant (SSBG), Temporary Assistance to Needy Families (TANF), and the Community Services Block Grant (CSBG). Utility assistance and weatherization assistance is available through the Low Income Home Energy Assistance Program (LIHEAP) and the Weatherization Program. The projected number of people who will receive CAP services during FY 2006 – 2007 is 2,657. It is anticipated that service levels for FY 2007 – 2008 will remain consistent. CAP services include: information and referral; advocacy; crisis prevention; emergency food box referrals; employment search; energy education; and housing, rental, and energy assistance. Staff provides a rapid response to residents facing personal or economic emergencies, or crises such as loss of home, job, or household goods. Each family applying for assistance receives case management services which provides a structure in which family members receive information and learn skills which assist them in reducing emotional and financial crises in the future. The Financially FIT service provides matching funds for first time homeowners, financial training, budgeting services, and tax preparation services. By receiving assistance, referrals, and case management services, Avondale families have been able to avoid homelessness, resolve personal crises, learn budgeting skills, improve the physical condition of their homes, avoid hunger, receive employment and education resources, and go on to establish and maintain self-sufficiency. This level of service provision has made the CAP office a first stop for residents of Avondale who find they need a hand up.

BUDGETARY IMPACT:

The proposed budget for FY 2007 – 2008 is $327,236. This amount includes $108,590 from the Maricopa County Board of Supervisors, $19,376 from the City of Goodyear, $500 from the City of Litchfield Park, and $198,770 from the City of Avondale's General Fund. The funding from Maricopa County will remain the same

as the current fiscal year, however the City of Avondale has received several mini-grants from MaricopaCounty designed to support outreach efforts of the Community Action Program. The City of Goodyear increases their contribution to this program by approximately 12% each year. The City of Avondale's General Fund portion will be included in the proposed FY 2007 – 2008 budget. Fiscal Year MaricopaCounty City of Avondale City of Goodyear City of LitchfieldPark 2003 - 2004 $108,590 $128,017 $12,748 0 2004 - 2005 $108,590 $128,506 $15,300 0 2005 - 2006 $108,590 $138,098 $15,500 $500 2006 - 2007 $108,590 $180,700 $17,300 $250 2007 – 2008 (proposed) $108,590 $198,770 $19,376 $500

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with Maricopa County Board of Supervisors for a grant in the amount of $108,590.00 to operate the Community Action Program (CAP) for FY 2007 – 2008.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Resolution 2625-207 Supporting SR 801 Freeway Corridor Evaluation Segment 2C3

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Assistant City Manager 623-333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council adopt a resolution supporting Segment 2c3 as the preferred alignment of the proposed SR 801 Freeway alignment through the City of Avondale.

DISCUSSION:

The Arizona Department of Transportation (ADOT) and their consultants, HDR, have been conducting a Corridor Evaluation of the proposed SR 801 (aka I-10 Reliever Freeway) for the past year. They anticipate issuing a draft report with at least two recommended alternatives by late February or early March 2007.

ADOT and HDR have conducted a number of public meetings, made a presentation to City Council, held monthly technical stakeholder meetings and met with key City staff. Staff has consistently stated that the two northern alternatives, 2a and 2b will adversely affect the future of our City. These alignments are generally located between Broadway Road and Southern Avenue. (See attached exhibit)

The land area between Lower Buckeye Road and the Gila River is extremely important to the future of our community. It includes the only remaining parcels within our planning area that have the potential for master planned development. The City's General Plan for this area envisions a wide mix of housing and a major urban core. Any disruption to this future development pattern will seriously affect the City's mix of housing, jobs to housing balance, and overall character of our community.

Alternative 2a(south and parallel to Broadway Road)

This alternative bisects the proposed Pulte residential development known as Lakin Ranch and the Evergreen Devco residential development known as Hillcrest. This alternative effectively limits the possibility of cohesive master planned communities. The properties are already constrained by high voltage power line corridors, effluent line easements and a future regional drainage corridor. To date, the development plans incorporate these constraints into open space amenities for the development. Further bifurcation of the property will destroy the potential for this property to develop as a master planned community resulting in piecemeal, non-cohesive developments, contrary to the best interest of the City.

Alternative 2b(1/4 mile north of Southern Avenue)

This alternative adversely affects the southern portion of the proposed master planned community likely resulting in the abandonment of the plan. It is adjacent to a proposed 300-foot wide regional drainage channel, known as the Durango Channel, which is planned to be constructed parallel with the south boundary of the Lakin Ranch development. This proposed alignment combined with the channel will remove, at best, the south 800 feet of this property. The Durango Channel varies between 200 feet and 300 feet in width and has been incorporated into the master planned community as an open space and trail amenity linking communities from 75th Avenue in the east to the Agua Fria River and planned regional trails on the west. Selecting this alternative

would complicate and severely constrain infrastructure and open space planning for this area and potentially eliminate a major amenity for our community.

This alignment will adversely impact Avondale's planning area that is extremely important to the future of our community. It includes the only remaining parcels within our planning area that have the potential for master planned development. The City's General Plan for this area envisions a wide mix of housing and a major urban core. Any disruption to this future development pattern will seriously affect the City's mix of housing, jobs to housing balance, and overall character of our community.

Alternative 2c3(Southern alignment)

The southern-most corridor is proposed to lie ¼ to ½ mile north of the new levy being constructed by the City of Phoenix, Maricopa County Flood Control District and the US Army Corps of Engineers. This corridor has the least impact and highest benefit to the City of Avondale.

This corridor provides an opportunity to plan and develop a high end employment corridor that can be integrated into and take advantage of the amenities provided by the Tres Rios Water Mastercourse plan. A development similar to that along the Rio Salado Parkway is envisioned. City staff will be initiating an amendment to the City of Avondale General Plan in the near future to explore the future land use potential that would result from a new freeway at this location.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution supporting Segment 2c3 as the preferred alignment of the proposed SR 801 Freeway alignment through the City of Avondale.

ATTACHMENTS:

Click to download

- Alternative Map
- SR801 Timeline
- Resolution 2625-207

DEVELOPMENT SERVICES

SUBJECT:
Resolution Adopting Building Plan Review and Permit Fees

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager 623-333-1014

THROUGH: Charlie McClendon, City Manager

REQUEST: Staff is requesting the City Council adopt a resolution to update the fees charged for building plan review and building, electrical, mechanical and plumbing permits.

BACKGROUND:

The City's Building Code is based on the International Building Code. However, the International code does not include plan review and permit fees. Each City must establish its own fees and update these periodically to reflect the cost of providing service. All revenue from these fees goes to the City's General Fund except when plans are reviewed by a contract plan reviewer instead of city staff. The City of Avondale last updated their fees in April, 2004.

SUMMARY OF REQUEST:

The plan review fee has been and will continue to be based on a 65 percent of the building permit fee. Some new fees for Electrical, Plumbing, and Mechanical have been added to clarify the charges for Hotels and Motels that where not previously addressed. There is a change in fees regarding how the valuation of construction is figured and is included in the Valuation Chart in the Avondale Amendment Package. The valuation chart has been amended to more accurately reflect current construction costs.

RECOMMENDATION:

Staff recommends that the City Council ADOPT the resolution updating the fees for building plan review and building, electrical, mechanical, and plumbing permits.

ATTACHMENTS:

Click to download

- RES - 2623-207

PROJECT MANAGER:

Ken Sowers, Chief Building Official

RESOLUTION NO. 2623-207

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A FEE SCHEDULE FOR PLAN REVIEW AND BUILDING, MECHANICAL, ELECTRICAL AND PLUMBING PERMITS.

WHEREAS, the Council of the City of Avondale (the "City Council") adopted Ordinance No. 1248-207 on February 20, 2007, amending the Avondale City Code, Chapter 4, Buildings and Building Regulations (the "Building Regulation Ordinance"); and

WHEREAS, the Building Regulation Ordinance provides that fees for plan review and building, mechanical, electrical and plumbing permits may be adopted by the City Council by resolution; and

WHEREAS, the City Council desires to adopt a fee schedule for plan review and building, mechanical, electrical and plumbing permits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That fees for plan review and building, mechanical, electrical and plumbing permits shall be charged in accordance with the fee schedule attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. That this Resolution shall take effect at 12:01 a.m. on July 1, 2007.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 20, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2623-207

[Fee Schedule]

See following pages.

FEE SCHEDULE

Plan Review Fees. Plan review fee shall be 65 percent of the permit fee as shown in Table 1-A below. In no case shall any plan review fee be less than $25.00.

Permit Fee Schedule. Unless otherwise indicated, the following fees will be applicable to residential and non-residential projects:

Swimming Pools
Above Ground.....$50.00*
In-Ground.....$500.00*

Spas / Hot Tubs $50.00*
*****When standard pool/spa/hot tub plans are not on file with the Building official, a $100.00 plan review fee will also be charged.

Wrecking Buildings
Residential accessory building or garage.....$25.00
Single-family residence $100.00
Structures other than residential single-family $100.00

Temporary Trailers
Temporary construction trailer
Building permit $200.00
Plan review.....$50.00
Temporary sales trailer
Building permit $200.00
Plan review.....$50.00
Generators for Temporary Trailers (Each) $40.00
(Note: These fees do not include electrical or development fees.)

Permits for Residential (R-3) Accessory Buildings, including but not limited to, detached garages, carports, storage sheds over 120 square feet, patio covers and gazebos, shall be charged a building permit fee based on Table 1-A below, and a plan review fee of 65% of the building permit fee.

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
$1.00 to $500.00	$33.00
$501.00 to $2,000.00	$33.00 for the first $500.00 plus $5.00 for each additional $100.00 or fraction thereof, to and including $2,000.00.
$2,001.00 to $25,000.00	$108.00 for the first $2,000.00 plus $19.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00.
$25,001.00 to $50,000.00	$545.00 for the first $25,000.00 plus $14.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00.
$50,001.00 to $100,000.00	$897.00 for the first $50,000.00 plus $9.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00.
$100,001 to $500,000.00	$1,384.00 for the first $100,000.00 plus $8.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00.
$500,001.00 to $1,000,000.00	$4,503.00 for the first $500,000 plus $7.00 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00.
$1,000,001.00 and up	$7,809.00 for the first $1,000,000.00 plus $5.00 for each $1,000.00 or fraction thereof.

Other Inspections and Fees:
(Applies to building, structural, electrical, mechanical and plumbing)

1. Inspections outside of normal business hours (min. charge-4 hours)..……..…$100.00 per hour *
2. Re-inspection fees ……...….$100.00 per hour *
3. Inspections or services for which no fee is specifically indicated…....……..……$50.00 per hour * (minimum charge – two hour)
4. Additional review required by changes, additions or lost plans or plan review comment sheets on in house reviews (min. charge- 2 hours)……...……$50.00 per hour *
5. For use of outside consultants for inspections……...…...……Actual costs **
6. Site plan review (or revision) for residential standard plan….....……$50.00 each
7. Review of deferred submittals (Submitted after initial plan review) in house……$175.00 per submittal
8. Review of deferred submittals (outside consultants)……Actual costs**
9. Request for Certificate of Occupancy for change of Use Group….....…….....$50.00
10. Replication of plans (when legally authorized)….....…….……Actual replication costs plus $50.00
11. Annual renewal of standard pool plans…….$50.00
12. Annual renewal of standard house plans…….$100.00
13. Certificate of Occupancy for Residential……..…….……...$50.00
14. Certificate of Completion for Commercial Shell Buildings……..….….$100.00
15. Certificate of Occupancy for Commercial Buildings…….……..…...$100.00
16. Certificate of Occupancy for Commercial Tenet improvement….....…….……...$50.00
17. Model Home complex site plan review…….…….…….$200,00
18. Expedited plan review of plans…….…….……Double plan review fee

*Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.
**Actual costs include consultant's fees and city administration and overhead costs.

TABLE 1-B ELECTRICAL PERMIT FEES

Permit Issuance

For the issuance of each electrical permit….....$40.00
Multi-Family and Hotels/Motels per unit or per room……...$40.00

Temporary Power Service

Temporary Power Pole and Service.…….....…….....…..$40.00

Services

For services of 600 volts or less and not over 200 amperes in rating, each..……..$40.00
For services of 600 volts or less and over 200 amperes to 1,000 amperes, each...….$80.00
For services over 600 volts or over 1,000 amperes in rating, each……...…...$200.00

Electrical services of 400 amperes or larger shall require plans with an approved engineer's seal.

TABLE 1-C MECHANICAL PERMIT FEES

Permit Issuance

For the issuance of each mechanical permit..…….....……$40.00
Multi-Family and Hotels/Motels per unit or per room……..$40.00

Air Conditioning

Residential Single-Family (per unit, with or without duct work including associated electrical work)……..…….…….……...$40.00
Other Than Residential Single-Family (per unit, without duct work).……...$50.00
Other Than Residential Single-Family (per unit, with duct work)…….$80.00

TABLE 1-D PLUMBING PERMIT FEES

Permit Issuance

For the issuance of each plumbing permit .....…$40.00
Multi-Family and Hotels/Motels per unit or room…….$40.00

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

Sewers, Disposal Systems and Interceptors

For each building sewer and each trailer park unit sewer…….$25.00
For each private sewage disposal system.....…$75.00
For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps .....…$20.00
Rainwater systems—per drain (inside building).....…$10.00

Miscellaneous

For each appliance or piece of equipment regulated by the Plumbing Code but not classed in any other categories or for which no other fee is listed in code .....…$40.00

Fee Refunds

Eligible refunds shall be determined by the Building Official and refunded at 80% of Building Permit fee and 100% of the development fees.

DEVELOPMENT SERVICES

SUBJECT:
Resolution 2624-207 - declaring as public records those certain documents filed with the City Clerk and entitled the "2006 International Building Code" the "2006 International Residential Code" the "2006 International Mechanical Code" the "2006 International Plumbing Code" the "2006 International Fuel Gas Code" the "2006 International Energy Conservation Code" the 2005 National Electrical Code" and the Avondale amendments.

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Ken Sowers, Chief Building Official - 623-333-4025

THROUGH: Charlie McClendon, City Manager

REQUEST: Staff recommends that the City Council adopt a resolution declaring as public records those certain documents filed with the City Clerk and entitled the "2006 International Building Code," the "2006 International Residential Code," the "2006 International Mechanical Code," the "2006 International Plumbing Code" the "2006 International Fuel Gas Code" the "2006 International Energy Conservation Code" the "2005 National Electrical Code," and the Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electric Code.

BACKGROUND:

The Codes were developed by the International Code Council and the combined efforts of various affected parties. A few of who are the Arizona Building Officials, the National Association of Homebuilders, the Federal Emergency Management Agency (FEMA) and the American Institute of Architects. The most recent version available for adoption is the 2006 Series.

ANALYSIS:

For the purpose of statewide uniformity, the Arizona Building Officials formed a subcommittee to formulate a set of uniform code amendments and held regular meetings throughout 2006 in various locations throughout the State of Arizona. During these meetings, The Arizona Building Officials, subcommittee encouraged and received input from code officials, design professionals, the local Homebuilders Associations and other affected parties and made a final recommendation to the Maricopa Association of Governments Building Codes Committee. On November 21, 2006 The Maricopa Association of Governments (MAG) Building Codes Committee recommended these uniform amendments be adopted by the various municipalities.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution declaring as public records those certain documents filed with the City Clerk and entitled the "2006 International Building Code," the "2006 International Residential Code," the "2006 International Mechanical Code," the "2006 International Plumbing Code" the "2006 International Fuel Gas Code" the "2006 International Energy Conservation Code" the "2005 National

Electrical Code," and the Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electric Code.

ATTACHMENTS:

Click to download

- RES - 2624-207

PROJECT MANAGER:

Ken Sowers, Chief Building Official

RESOLUTION NO. 2624-207

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED THE "2006 INTERNATIONAL BUILDING CODE," THE "2006 INTERNATIONAL RESIDENTIAL CODE," THE "2006 INTERNATIONAL MECHANICAL CODE," THE "2005 NATIONAL ELECTRICAL CODE," THE "2006 INTERNATIONAL PLUMBING CODE", "THE 2006 INTERNATIONAL FUEL GAS CODE", "THE 2006 INTERNATIONAL ENERGY CONVERSATION CODE" AND "THE AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL BUILDING CODE, THE 2006 INTERNATIONAL RESIDENTIAL CODE, THE 2006 INTERNATIONAL MECHANICAL CODE THE 2006 INTERNATION PLUMBING CODE, THE 2006 INTERNATIONAL FUEL GAS CODE, THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE AND THE 2005 NATIONAL ELECTRICAL CODE."

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That those certain documents entitled the "2006 International Building Code," the 2006 International Residential Code," the "2006 International Mechanical Code," the "2005 National Electrical Code," the "2006 International Plumbing Code", the "2006 International Fuel Gas Code", the "2006 International Energy Conservation Code" and "the Avondale Amendments to the 2006 International Building code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code," of which three copies each are on file in the office of the City Clerk and open for public inspection during normal business hours, are hereby declared to be public records and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, February 20, 2007.

_____

Marie Lopez Rogers, Mayor

ATTEST:

_____

Linda M. Farris, City Clerk

APPROVED:

_____

Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2625-207 Supporting SR 801 Freeway Corridor Evaluation Segment 2C3

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Assistant City Manager 623-333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council adopt a resolution supporting Segment 2c3 as the preferred alignment of the proposed SR 801 Freeway alignment through the City of Avondale.

DISCUSSION:

The Arizona Department of Transportation (ADOT) and their consultants, HDR, have been conducting a Corridor Evaluation of the proposed SR 801 (aka I-10 Reliever Freeway) for the past year. They anticipate issuing a draft report with at least two recommended alternatives by late February or early March 2007.

ADOT and HDR have conducted a number of public meetings, made a presentation to City Council, held monthly technical stakeholder meetings and met with key City staff. Staff has consistently stated that the two northern alternatives, 2a and 2b will adversely affect the future of our City. These alignments are generally located between Broadway Road and Southern Avenue. (See attached exhibit)

The land area between Lower Buckeye Road and the Gila River is extremely important to the future of our community. It includes the only remaining parcels within our planning area that have the potential for master planned development. The City's General Plan for this area envisions a wide mix of housing and a major urban core. Any disruption to this future development pattern will seriously affect the City's mix of housing, jobs to housing balance, and overall character of our community.

Alternative 2a(south and parallel to Broadway Road)

This alternative bisects the proposed Pulte residential development known as Lakin Ranch and the Evergreen Devco residential development known as Hillcrest. This alternative effectively limits the possibility of cohesive master planned communities. The properties are already constrained by high voltage power line corridors, effluent line easements and a future regional drainage corridor. To date, the development plans incorporate these constraints into open space amenities for the development. Further bifurcation of the property will destroy the potential for this property to develop as a master planned community resulting in piecemeal, non-cohesive developments, contrary to the best interest of the City.

Alternative 2b(1/4 mile north of Southern Avenue)

This alternative adversely affects the southern portion of the proposed master planned community likely resulting in the abandonment of the plan. It is adjacent to a proposed 300-foot wide regional drainage channel, known as the Durango Channel, which is planned to be constructed parallel with the south boundary of the Lakin Ranch development. This proposed alignment combined with the channel will remove, at best, the south 800 feet of this property. The Durango Channel varies between 200 feet and 300 feet in width and has been incorporated into the master planned community as an open space and trail amenity linking communities from 75th Avenue in the east to the Agua Fria River and planned regional trails on the west. Selecting this alternative

would complicate and severely constrain infrastructure and open space planning for this area and potentially eliminate a major amenity for our community.

This alignment will adversely impact Avondale's planning area that is extremely important to the future of our community. It includes the only remaining parcels within our planning area that have the potential for master planned development. The City's General Plan for this area envisions a wide mix of housing and a major urban core. Any disruption to this future development pattern will seriously affect the City's mix of housing, jobs to housing balance, and overall character of our community.

Alternative 2c3(Southern alignment)

The southern-most corridor is proposed to lie ¼ to ½ mile north of the new levy being constructed by the City of Phoenix, Maricopa County Flood Control District and the US Army Corps of Engineers. This corridor has the least impact and highest benefit to the City of Avondale.

This corridor provides an opportunity to plan and develop a high end employment corridor that can be integrated into and take advantage of the amenities provided by the Tres Rios Water Mastercourse plan. A development similar to that along the Rio Salado Parkway is envisioned. City staff will be initiating an amendment to the City of Avondale General Plan in the near future to explore the future land use potential that would result from a new freeway at this location.

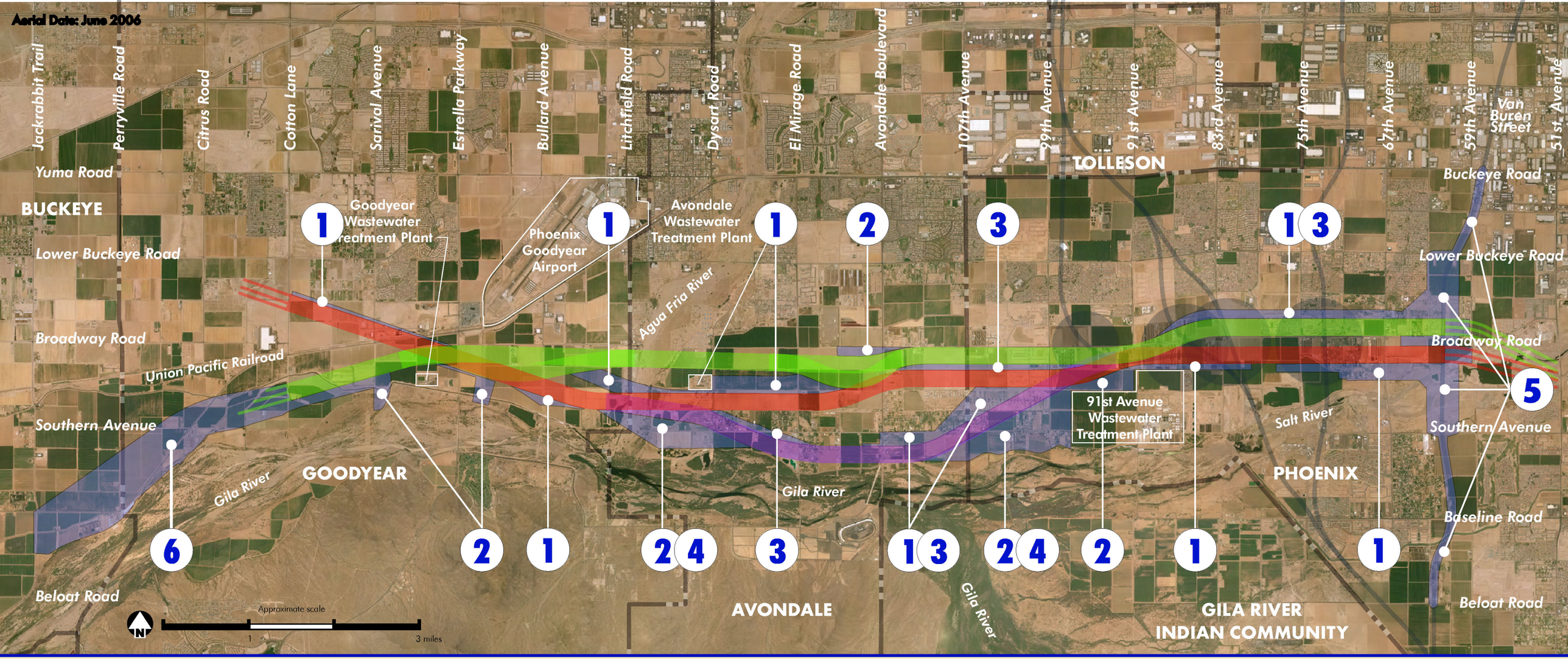
RECOMENDATION:

Staff recommends that the City Council adopt a resolution supporting Segment 2c3 as the preferred alignment of the proposed SR 801 Freeway alignment through the City of Avondale.

ATTACHMENTS:

Click to download

- Alternative Map
- SR801 Timeline
- Resolution 2625-207

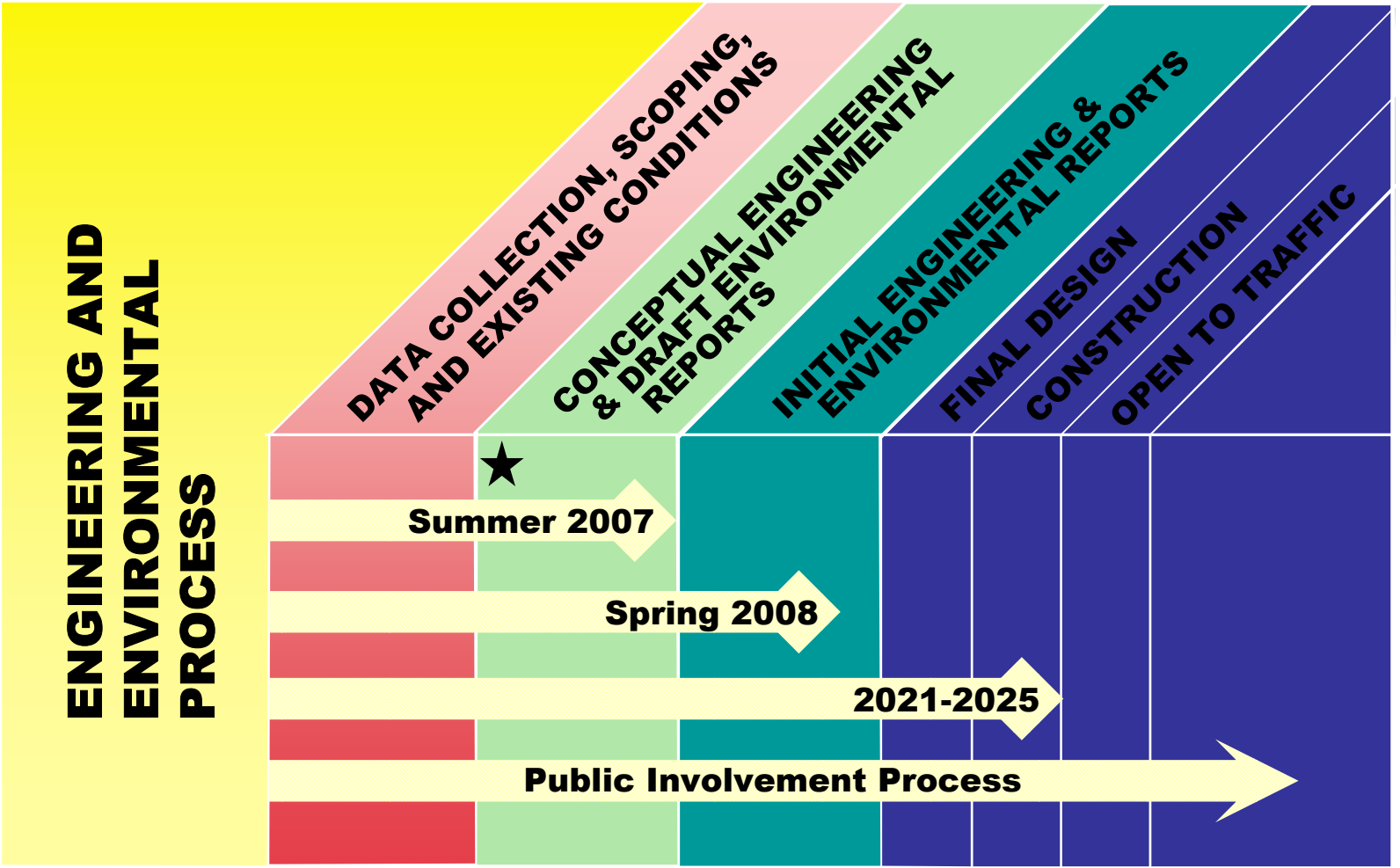


We have expanded the corridors...

1. To avoid physical engineering constraints
2. To designate potential areas for future freeway drainage infrastructure
3. To create sufficient, safe distance between potential interchanges and local streets
4. To reflect input from local Cities requesting the analysis of expanded alignments
5. For future State Route 801 interchange considerations
6. For future Loop 303 interchange considerations

LEGEND

- Original 1,000-foot corridors
- Expanded corridor areas
- Proposed South Mountain Freeway Study Alternatives
- Freeway interchange locations for proposed alternative South Mountain freeway alignments


ENGINEERING AND ENVIRONMENTAL PROCESS
DATA COLLECTION, SCOPING, AND EXISTING CONDITIONS
CONCEPTUAL ENGINEERING & DRAFT ENVIRONMENTAL REPORTS
INITIAL ENGINEERING & ENVIRONMENTAL REPORTS
FINAL DESIGN
CONSTRUCTION
OPEN TO TRAFFIC
Summer 2007
Spring 2008
2021-2025
Public Involvement Process

★ = we are here

DEVELOPMENT SERVICES

SUBJECT:
Ordinance 1248-207 Amending Chapter 4 of the City Code – Building Regulations

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Ken Sowers Chief Building Official - 623-333-4025

THROUGH: Charlie McClendon, City Manager

REQUEST: Staff is requesting that the City Council adopt an ordinance amending Chapter 4 of the City Code, Buildings and Building Regulations, and incorporating by reference the 2006 Editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy Conservation Code, the 2005 Edition of the National Electrical Code, and the Avondale Amendments to these codes.

BACKGROUND:

The International Codes were developed by the International Code Council and the combined efforts of various affected parties. Representitives of the Council include, but are not limited to, the Arizona Building Officials, the National Association of Homebuilders, the Federal Emergency Management Agency (FEMA) and the American Institute of Architects. The most recent version available for adoption is the 2006 series. The National Electrical Code was developed by the National Fire Protection Association (NFPA). The 2005 International Electrical Code cross references the 2005 National Electrical Code.

The various jurisdictions in Arizona have historically adopted the National Electrical Code to avoid unnecessary duplication. For the purpose of statewide uniformity, the Arizona Building Officials, Inc. formed a subcommittee to formulate a set of uniform code amendments and held regular meetings throughout 2006 in various locations around the State. The subcommittee encouraged and received input from code officials, design professionals, local homebuilders and other affected parties. The subcommittee's recommendations were presented to the MAG Building Codes Committee for reference as uniform code amendments. The MAG Building Codes Committee recommended these uniform amendments as a MAG standard on November 21, 2006. These MAG uniform amendments are proposed for adoption as the Avondale amendments, but are the same amendments being adopted by other cities in the region.

ANALYSIS:

The City periodically updates its building codes to stay current with industry standards and to ensure the consistency of building regulations between other local communities' codes. Avondale's City Code, Chapter 4, Buildings and Building Regulations, currently incorporates the 2003 series of the International Building Code, the International Residential Code, and the International Mechanical Code; the 1999 National Electrical Code; the Arizona State mandated 1994 Uniform Plumbing Code; and the related MAG Amendments. These codes were adopted by the City of Avondale in April 2004.

The proposed ordinance will amend Chapter 4, Article II Section 4-16 and 4-17, Article III Sections 4-31 and 4-33, Article V Sections 4-61 and 4-62, Article VI Sections 4-76 and 4-77, and Article XI Section 4-151 of the City Code. The effective date of the ordinance will be July 1, 2007. This will provide the construction industry time to adjust their building plans as needed prior to the effective date. The codes being proposed for adoption will not result in major changes to technical requirements or be costly for developers or the general public. The

new codes are published primarily to address updates and clarifications.

Most of the other Cities in the state are in the process of adopting the 2006 Codes. All of the members of MAG have agreed to adopt the 2006 Codes along with the recommended amendments in 2007. The Arizona Home Builders Association, and Architects and Engineers Groups in Arizona have all been involved in the development of the MAG amendments and are in support of them. The proposed amendments do not address the Fire Code. The Fire Department will update this code separately in the near future.

The proposed ordinance also authorizes Council to adopt fees for construction plan review and permits by resolution instead of by ordinance. A revised fee schedule will be considered as a separate agenda item.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance amending Chapter 4 of the City Code, Buildings and Building Regulations, and incorporating by reference the 2006 Editions of the International Building Code, the International Residential Code, and the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy conservation Code, the 2005 Edition of the National Electrical Code and the Avondale amendments to these codes.

ATTACHMENTS:

Click to download

- Avondale Amendments dated Feburary 5, 2007
- ORD - 1248-207

PROJECT MANAGER:

Ken Sowers Chief Building Official

THE AVONDALE AMENDMENTS TO
THE 2006 INTERNATIONAL BUILDING CODE,
THE 2006 INTERNATIONAL RESIDENTIAL CODE,
THE 2006 INTERNATIONAL MECHANICAL CODE
THE 2006 INTERNATIONAL PLUMBING CODE
THE 2005 NATIONAL ELECTRICAL CODE
2006 INTERNATIONAL FUEL GAS CODE
2006 INTERNATIONAL ENERGY CONSERVATION CODE

AVONDALE AMENDMENTS
TO THE 2006 INTERNATIONAL BUILDING CODE

The International Building Code, 2006 Editions, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words "City of Avondale" as the name of jurisdiction.

Section 101.2.1 is deleted in its entirety and replaced with the following:

Section 101.2.1 Appendices. The following appendices are adopted by the City of Avondale: Appendices B, C, I and J.

Section 101.4 is deleted in its entirety and replaced with the following:

Section 101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each reference. If another code is referenced elsewhere in this code and has not been adopted, then that section shall be considered invalid.

Section 101.4.1 is amended to read as follows:

Section 101.4.1 Electrical Any references to the ICC Electrical Code shall be deleted and the words "electrical code adopted by the City of Avondale and amended from time to time" shall be inserted in lieu thereof.

Section 101.4.4 is amended as follows:

Section 101.4.4 Plumbing. Delete the last sentence "The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems".

Section 108.3 is amended as follows:

Section 108.3 Building Permit Valuation. The following shall be added after the last sentence:

For the purposes of determining valuations, the following chart, titled "Valuation Chart", shall be used.

VALUATION CHART

Group 2003 International Building Code		Types of Construction, Cost per Square Foot								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, Theaters, with stage	184	178	174	167	155	154	161	143	138
A-1	Assembly, Theaters, without stage	170	164	160	153	141	140	147	129	124
A-2	Assembly, nightclubs	143	139	135	130	121	120	126	111	107
A-2	Assembly, restaurant, bars, banquet hall	142	138	133	129	119	119	125	109	106
A-3	Assembly, churches	171	165	160	153	141	140	148	129	124
A-3	Assembly, general, community halls, libraries, museums	144	139	134	128	115	115	122	103	99
A-4	Assembly, arenas	142	138	133	129	119	119	125	109	106
B	Business	146	141	137	130	117	116	125	104	100
E	Educational	155	150	146	139	129	126	135	115	111
F-1	Factory and industrial, moderate hazard	88	84	80	77	67	68	74	57	54
F-2	Factory and industrial, low hazard	87	83	80	76	67	67	73	57	53
H-1	High hazard, explosive	83	79	75	71	62	62	68	53	N.P.
H-234	High hazard	83	79	75	71	62	62	68	53	49
H-5	HPM	146	141	137	130	117	116	125	104	100
I-1	Institutional, supervised environment	144	139	136	130	119	119	129	110	106
I-2	Institutional, hospitals	243	238	233	227	213	N.P.	222	200	N.P.
I-2	Institutional, nursing homes	170	165	160	154	141	N.P.	149	128	N.P.
I-3	Institutional, restrained	166	161	156	150	138	136	145	125	119
I-4	Institutional, day care facilities	144	139	136	130	119	119	129	110	106
M	Mercantile	107	102	98	94	84	85	89	74	71
R-1	Residential, hotels	145	140	136	131	120	120	130	110	106
R-2	Residential, multiple family	121	116	113	107	97	97	107	87	83
R-3	Residential, one and two family	116	113	110	107	102	102	105	98	92
R-4	Residential, care/assisted living facilities	144	139	136	130	119	119	129	110	106
S-1	Storage, moderate hazard	82	78	73	70	60	61	67	51	48
S-2	Storage, low hazard	81	77	73	69	60	60	66	51	47
U	Utility, miscellaneous	62	59	56	53	46	46	49	38	36

VALUATION CHART FOR OTHER

Other Types of Construction	Cost per Square Foot
Tennant Improvement - Vanilla Shell	$ 20.00
Tennant Improvement - Office	$ 20.00

Tennant Improvement - Restaurant	$ 40.00
Tennant Improvement - Medical	$ 50.00
Residential Patio add on	$ 7.00
Residential Room Addition add on	$ 20.00

Section 108.4 is amended as follows:

Section 108.4 Work Commencing Before Permit Issuance. The following shall be added after the last sentence:

This fee shall be equal to the amount of the permit fee required by this code. The payment of such fee shall not exempt an applicant from compliance with all other provisions of either this code or other requirements, nor from the penalty prescribed by law.

Section 108.6 is deleted in its entirety and replaced with the following:

Section 108.6 Refunds. The building official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The building official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The building official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 201.3 is deleted in its entirety.

Section 201.4 is deleted in its entirety and replaced with the following:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 308.2 is deleted in its entirety and replaced with the following:

Section 308.2 Group I-1 This occupancy shall include buildings, structures or parts thereof housing more than 10 persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a residential environment that provides supervisory care services. The occupants are capable of responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:

Residential board and care facilities
Assisted living centers
Halfway houses
Group homes
Congregate care facilities
Social Rehabilitation facilities
Alcohol and drug abuse centers
Convalescent facilities

A facility such as the above with 10 or fewer persons shall be classified as a Group R-4 Condition 1 or shall comply with the International Residential Code in accordance with Section 101.2 where the building is in compliance with Section 419 of this code.

Section 308.3 Group I-2 is deleted in its entirety and replaced with the following:

Section 308.3 Group I-2. This occupancy shall include buildings and structures used for medical, surgical, psychiatric, nursing, custodial, personal or directed care on a 24-hour basis of more than five persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:

Hospitals
Nursing homes (both intermediate-care and skilled nursing facilities)
Mental hospitals
Detoxification facilities

A facility such as the above with five of fewer persons shall be classified as Group R-3 or shall comply with the International Residential Code in accordance with Section 101.2. This occupancy shall also include buildings and structures used for assisted living homes providing supervisory, personal or directed care on a 24-hour basis of more than 10 persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. A facility such as the above with ten or fewer persons shall be classified as R-4 Condition 2.

Section 310.1.R4 is deleted in its entirety and replaced with the following:

Section 310.1.R4. R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living homes including not more than 10 occupants, excluding staff.

Section 310.1 is amended by adding the following two subsections**:**

Section 310.1.1 Condition 1. This occupancy condition shall include facilities licensed to provide supervisory care services, in which occupants are capable of self-preservation by responding to an emergency without physical assistance from staff. Condition 1 facilities housing more than 10 persons shall be classified as Group I-1.

Section 310.1.2 Condition 2. This occupancy condition shall include facilities licensed to provide personal or directed care services, in which occupants are incapable of self-preservation by responding to an emergency without physical assistance from staff. Condition 2 facilities housing more than 10 persons shall be classified as Group I-2.

R-4 occupancies shall meet the requirements for construction as defined in Group R-3 except as otherwise provided for in this code and Section 419 or shall comply with the International Residential code in accordance with Section 101.2 where the building is in compliance with Section 419 of this code.

Section 310.2 is amended as follows:

Section 310.2 Definitions. The following definitions have been deleted in their entirety and replaced as follows:

PERSONAL CARE SERVICE. Assistance with activities of daily living that can be performed by persons without professional skills or professional training and includes the coordination or provision of intermittent nursing services and the administration of medications and treatments.

RESIDENTIAL CARE/ASSISTED LIVING HOME. A building or part thereof housing a maximum of 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides supervisory, personal or directed services. This classification shall include, but not be limited to, the following: residential board and care facilities, assisted living homes, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug abuse centers and convalescent facilities.

Section 310.2 is amended by adding the following two definitions:

DIRECT CARE SERVICE. Care of residents, including personal care services, who are incapable of recognizing danger, summoning assistance, expressing need or making basic care decisions.

SUPERVISORY CARE SERVICE. General supervision, including daily awareness of resident functioning and continuing needs.

ADD A NEW SECTION 421 RESIDENTIAL CARE/ASSISTED LIVING HOMES:

Section 421 Residential Care/Assisted Living Homes

Section 422.1 Applicability. The provisions of this section shall apply to a building, or part thereof, housing not more than 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which

provides licensed care services. Except as specifically required by this division, R-4 occupancies shall meet all applicable provisions of Group R-3

Section 421.2 General. Buildings or portions of buildings classified as R-4 occupancies shall meet all the applicable provisions of Group R-3, may be constructed of any materials allowed by this code, shall not exceed two stories in height nor be located above the second story in any building and shall not exceed 2000 square feet above the first story except as provided in Section 506.

Section 421.3 Special Provisions. R-4 occupancies having more than 2000 square feet of floor area above the first floor shall be of not less than one-hour fire-resistive construction throughout.

Section 421.3.1 Mixed uses. R-4 occupancies shall be separated from other uses as provided in Table 302.3.2

Section 421.4 Access and Means of Egress Facilities.

Section 421.4.1 Accessibility. R-4 occupancies shall be provided with at least one accessible route per the Arizonans with Disabilities Act. Sleeping rooms and associated toilets shall be accessible.

Exception: Existing buildings shall comply with Section 3409. Bathing and toilet facilities need not be made accessible, but shall be provided with grab bars in accordance with ICC/ANSI A 117.1.

Section 421.4.2.1 Number of Exits. Every story, basement or portion thereof shall have not less than two exits.

Exception: Basements and stories above the first floor containing no sleeping rooms may have one means of egress as provided in Chapter 10.

Section 421.4.2.2 Distance to Exits. The maximum travel distance shall comply with Section 1004, except that the maximum travel distance from the center point of any sleeping room to an exit shall not exceed 75 feet.

Section 421.4.2.3 Emergency Exit Illumination. In the event of a power failure, exit illumination shall be automatically provided from an emergency system powered by storage batteries or an onsite generator set installed in accordance with the Electrical Code.

Section 421.4.2.4 Emergency Escape and Rescue. R-4 occupancies shall comply with the requirements of Section 1025, except that Exception 1 to Section 1025.1 does not apply to R-4 occupancies.

Section 421.4.2.5 Delayed Egress Locks. In R-4 Condition 2 occupancies, delayed egress locks shall be permitted in accordance with Sections 1008.1.3.4 and 1008.1.8.6, items 1, 2, 4, 5 and 6.

Section 421.5 Smoke Detectors and Sprinkler System.

Section 421.5.1 Smoke Alarms. All habitable rooms and hallways in R-4 occupancies shall be provided with smoke alarms installed in accordance with Section 907.2.10.

Section 421.5.2 Sprinkler Systems. R-4 occupancies shall be provided with a sprinkler system installed in accordance with section 903.2.7. Sprinkler systems installed under this section shall be installed throughout, including attached garages and in R-4 Condition 2 facilities, and shall include attics and concealed spaces of or containing combustible materials. Such systems may not contain unsupervised valves between the domestic water riser control valve and the sprinklers. In R-4 Condition 2 occupancies, such systems shall contain water-flow switches electrically supervised by an approved supervising station and shall sound an audible signal at a constantly attended location.

Section 901.1 Scope. Is amended as follows:

Section 901.1 Scope. Add the following paragraph:

Wherever the words "Building Official" appear in Sections 901 through 911 they shall be deleted and the words "Fire Chief" shall be inserted in lieu thereof. Code sections preceded by [F] shall be considered to be maintained and administered under the International Fire code. Where there is a conflict regarding fire suppression systems and/or alarms between this code and the Fire Code, the Fire Code shall prevail."

Section 901.5 is amended as follows:

Section 901.5 Acceptance tests. Delete the last sentence and replace with the following:

"It shall be unlawful to use, occupy, or furnish any portion of a structure until the fire protection systems of the structure have been tested and approved."

Section 1008.1.2 is amended as follows:

Section 1008.1.2 Door swing. Exception 4 is deleted in its entirety and replaced with the following:

4. Doors within or serving a single dwelling unit in Groups R-2, R-3 as applicable in Section 101.2, <u>and R-4.</u>

Chapter 11 is amended as follows:

Section 1101.1 delete in its entirety and replace with the following:

Section 1101.1 Scope. The provisions of this chapter and the Arizona Revised Statutes (ARS) Section 41-1492 through 41-1492.12 shall control the design and construction of facilities for accessibility to physically disabled persons.

Section 1101.2 is deleted in its entirety and replace with the following:

Section 1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this code. ICC A117.1, and in accordance with the provisions of the State of Arizona Attorney General Administrative rules R-10-3-401 through R-10-3-404, whichever standard provides the greater degree of accessibility. This dual-reference provision shall apply in all cases where ICC A117.1 is referenced in this chapter.

Section 1103.2.6 is amended by adding the following sentences:

"The public portions of temporary sales offices/trailers are required to be accessible. There shall be accessible parking and an accessible route from the accessible parking aisle to the sales office/trailer and throughout the public portion of the sales office/trailer, including the design center. Accessible toilet rooms shall be provided according to this code."

Section 1109.2.2 is amended by adding the following sentence:

"A baby changing station shall not be located within a water closet compartment."

Section 1109.2.2 is amended by deleting the following:

"Exception # 4.

Section 1704.5 is amended as follows.

Section 1704.5 Masonry Construction: The following Exceptions shall be added:

Exception 4: Masonry fences six feet or less in height above grade.

Exception 5: Masonry retaining walls four feet or less in height from bottom of footing to top of wall unless supporting a surcharge or impounding flammable liquids.

Section 3109 is deleted in its entirety and replaced with the following:

Section 3109 Swimming Pool Enclosures and Safety Devices. Swimming pool enclosures and safety devices shall be installed pursuant to Arizona Revised Statutes § 36-1681.

AVONDALE/MAG AMENDMENTS
TO THE 2006 INTERNATIONAL RESIDENTIAL CODE

Section R101.1 is amended as follows:

Section R101.1 Title. Insert the words "City of Avondale" as the name of jurisdiction.

Section R102.5 is deleted in its entirety and replaced with the following:

Section R102.5 Appendices. The following appendices are adopted by the City of Avondale: Appendices A, B, C, D, H, J and K.

Section R102.7 is amended as follows:

Section R102.7 Existing structures. The words "International Property Maintenance Code or the International Fire Code" are deleted and the words "as adopted by the City of Avondale and amended from time to time" are inserted in lieu thereof.

Section R104.11 is amended as follows:

Section R104.11 Alternate materials, design and methods of construction and equipment. The following paragraph shall be added at the end of this section:

As permitted in Section 301.2, "Alternate Materials and Methods", of the Plumbing Code (1994 Uniform Plumbing Code with State amendments thereto), Chapters 24, 25, 26, 27, 28, 29, 30, 31 and 32 of the International Residential Code, 2006 Edition, shall be permitted to be considered nationally recognized standards when used in their entirety and when authorized by the building official.

Section R105.2 is amended as follows:

Section R105.2 Work exempt from permit: Item #1 under "Building:" is deleted in its entirety and replaced with the following:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15m^2).

Section R105.3.2 is deleted in its entirety and replaced with the following:

Section R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated. Before such work recommences, the extension will be granted provided no changes have been made or will

be made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

Section R107.3 is amended as follows:

Section R107.3 Temporary power. The words "ICC Electrical Code" are deleted and the words "Electrical Code adopted by the City of Avondale and amended from time." are inserted in lieu thereof.

Section R110.2 is amended as follows:

Section R110.2 Change in use. The following words are added to the end of the sentence:

"as adopted by the City of Avondale and amended from time to time."

Section R201.4 is deleted in its entirety and replaced with the following:

Section R201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section R202 Definitions. The following definition is amended to read as follows:

EXTERIOR WALL. An above-grade wall that defines the exterior boundaries of a building. Includes between floor spandrels, peripheral edges of floors, roofs and basements knee walls, dormer walls, gable end walls, walls enclosing a mansard roof and basement walls with an average below grade wall area that is less than 50 percent of the total opaque and non-opaque area of that enclosing side.

Table R301.2(1) is deleted in its entirety and replaced with the following:

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Wind Speed[6] (mph)	Seismic Design Category[9]	Subject To Damage From				Winter Design Temp[f]	Ice Shield Under-Layment Required[i]	Flood Hazards[h]	Air Freezing Index[j]	Mean Annual Temp[k]
			Weathering[8]	Frost Line Depth[b]	Termite[c]	Decay[d]					
N/A	90 mph Exposure C	B	Moderate	N/A	Moderate to Heavy	None to Slight	24˚F		Jurisdiction Specific		

(Footnotes to remain unchanged)

Table R301.5 is amended to modify the following:

USE	LIVE LOAD
Attics with storage [b,e]	40
Sleeping rooms	40

(Remainder of Section to remain unchanged)

Section R305.1 is amended as follows:

Section R305.1 Minimum height. The first paragraph is deleted in its entirety and replaced with the following:

Habitable rooms shall have a ceiling height of 7 feet 6 inches (2286 mm). Hallways, corridors, bathrooms, toilet rooms, laundry rooms and basements shall have a ceiling height of not less than 7 feet (2134 mm).

Section R309.1 is amended as follows:

Section R309.1 Opening protection. The following sentence is added to the end of the first paragraph:

Doors providing opening protection shall be maintained self-closing and self-latching.

Section R312.2 is amended as follows:

Section R312.2 Guard opening limitations. The following sentence is added to the end of the first paragraph:

Required guards shall not be constructed with horizontal rails or other ornamental pattern that results in a ladder effect.

Section R313.1 is amended by adding the following subsection:

4. Where the ceiling height of a room open to the hallway servicing bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallways and in the adjacent room.

Section M1305.1.1 is deleted in its entirety and replaced with the following:

Section M1305.1.1 Furnaces and air handlers. Furnaces and air handlers within compartments or alcoves shall have a minimum working space clearance of 3 inches (76 mm) along the sides, back, and top, with a total width of the enclosing space being at least 12 inches (305 mm) wider than the furnace or air handler. Furnaces having a firebox open to the atmosphere shall have at least a 6 inch (152 mm) working space along the front combustion

chamber side. Combustion air openings at the rear and side of the compartment shall comply with the requirements of chapter 17.

Exception: This section shall not apply to replacement appliances installed in existing compartments and alcoves where the working space clearances are in accordance with the equipment or appliance manufacturer's installation instructions.

Add new Section M1305.1.5 to read as follows:

Section M1305.1.5 Heating, Air Conditioning, and Refrigeration Equipment Outlet. A 125-volt, single phase, 15 or 20 ampere rated receptacle outlet shall be installed in an accessible location for the servicing of heating, air conditioning, and refrigeration equipment. The receptacle shall be located on the same level and within 25 feet (7.5 meters) of the heating and air conditioning, and refrigeration equipment. The receptacle outlet shall not be connected to the load side of the equipment disconnecting means.

Section M1307.3 is amended by adding the following Exception:

Exception: Clothes dryers installed in private garages.

Section M1403.2 is deleted in its entirety and replaced with the following:

Section M1403.2 Foundations and supports. Supports and foundations for the outdoor mechanical systems shall be raised at least 3 inches (76) mm) above the finished grade and shall conform to the manufacturer's installation instructions.

Section M1703.2 is deleted in its entirety and replaced with the following:

Section M1703.2 Two openings or ducts. Outside combustion air shall be supplied through openings or ducts, as illustrated in Figures M1703.2(1), M1703.2(2), M1703.2(3) and M1703.2(4). One opening shall be within 12 inches (305mm) of the top of the enclosure and one within 12 inches (305mm) of the bottom of the enclosure. For LPG appliances, any duct serving the lower opening shall be at the floor level and slope to the outdoors without traps or pockets. Openings are permitted to connect to spaces directly communicating with the outdoors, such as ventilated crawl spaces or ventilated attic spaces. The same duct or opening shall not serve both combustion air openings. The duct serving the upper opening shall be level or extend upward from the appliance.

Section M2005.2 Prohibited locations. Is amended to read as follows:

Section M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a ~~room used as a storage~~ clothes closet. Water heaters installed in a bedroom or bathroom shall be installed in a sealed enclosure so that the combustion air will not be taken from the living space. Direct-vent water heaters are not required to be installed within an enclosure.

Section G2415.9 is deleted in its entirety and replaced with the following:

Section G2415.9 (404.9) Minimum burial depth. Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade for metal piping and 18 inches (457 mm) for plastic piping.

Section P3005.2.10 Cleanout equivalent is amended to read as follows:

Section P3005.2.10 Cleanout equivalent. A ~~fixture trap or a~~ fixture with an integral trap, readily removable without disturbing concealed piping shall be acceptable as a cleanout equivalent.

Section E3603.2 is deleted in its entirety and replaced with the following:

Section E3603.2 Kitchen and dining area receptacles. A minimum of two 20-ampere-rated branch circuits shall be provided to serve receptacles located in the kitchen, pantry, breakfast area and dining area. The kitchen countertop receptacles shall be served by a minimum of two 20-ampere-rated branch circuits, either or both of which shall also be permitted to supply other receptacle outlets in the kitchen, pantry, breakfast area and dining area. Dishwasher and garbage disposer may be on the same 20-ampere branch circuit.

AVONDALE/MAG AMENDMENTS
TO THE 2005 NATIONAL ELECTRICAL CODE

The National Code, 2005 Edition, is amended in the following respects:

Section 80 Administration and Enforcement, is deleted in its entirety.

Section 90.1(A) is amended as follows:

Section 90.1(A) Practical Safeguarding. The following is added after the first paragraph:

Any and all electrical work for light, heat, power or any other purposes shall be installed in conformity with the rules and regulations as set forth in this Code and that document titled the National Electrical Code, 2005 Edition and in conformity with the rules and regulations as set forth by the Building Official.

Section 90.1 is amended by adding the following subsections:

(E) The International Building Code, 2006 Edition, Chapter One, as adopted by the City of Avondale and amended from time to time, shall be considered the Administrative Code for this sub-section.

Section 90.6 is deleted in its entirety and replaced with the following:

Section 90.6 Formal interpretations. To promote uniformity of interpretation and application of the provisions of this Code, Section 112, "Board of Appeals", of the International Building Code, 2006 Edition, as adopted by the City and amended from time to time, shall provide established procedures for appeals of interpretation under this Section.

Section 230 is amended by adding the following subsection:

Section 230.63 Location. All service equipment rated 1000 amperes or more located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than one-hour fire-resistive occupancy separation or fire barrier installed in compliance with the building code.

Section 250.118 is amended as follows:

Section 250.118 Types of equipment grounding conductors. Subsections 4, 5, 6, 7 and 8 are deleted in their entirety.

Table 310.15 is amended as follows:

Table 310.15 (B)(6), Conductor Types and Sizes for 120/240-Volt, 3-Wire, Single-Phase Dwelling Services and Feeders, is deleted in its entirety and replaced with a new Table 310.15(B)(6) as follows:

TABLE 310.15(B)(6)

Conductor (AWG or kcmil)

Copper	Aluminum or Copper-Clad Aluminum	Service or Feeder Rating (Amperes) ≤ 30°C (86°F)	> 30°C (86°F)
4	2	100	----
3	1	110	----
2	1/0	125	100
1	2/0	150	125
1/0	3/0	175	150
2/0	4/0	200	175
3/0	250	225	200
4/0	300	250	225
250	350	300	250
350	500	350	300
400	600	400	350
500	750	----	400

Section 334.10 is amended as follows:

Section 334.10 Uses Permitted. Subsection 1 is deleted in its entirety and replaced with the following:

(1) One- and two-family dwellings, multi-family dwellings and other residential accessory structures.

Section 334.12 is amended as follows:

Section 334.12(A) Types NM, NMC and NMS. Subsections (2), (3), (4), (5), (6), (7), (8) and (9) are deleted in their entirety.

Section 358.10(B) is deleted in its entirety and replaced with the following:

Section 358.10(B) Corrosion Protection. Ferrous or nonferrous EMT, elbows, couplings and fittings shall be permitted to be installed in concrete, that is not in direct contact with the earth or in areas subject to severe corrosive influences where protected by corrosion protection and judged suitable for the condition.

Section 358.12 is amended to add a subsection as follows:

(7). On or below grade.

AVONDALE/MAG AMENDMENTS
TO THE 2006 INTERNATIONAL MECHANICAL CODE

The International Mechanical Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words "City of Avondale" as the name of jurisdiction.

Section 106.4.4 is deleted in its entirety and replaced with the following:

Section 106.4.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.5.2 is deleted in its entirety and replaced with the following:

Section 106.5.2 Fee schedule. All fees shall be in accordance with Chapter One of the International Building Code as adopted by the City of Avondale and amended from time to time.

Section 106.5.3 is deleted in its entirety and replaced with the following:

Section 106.5.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety.

Section 108.5 is amended as follows:

Section 108.5 Stop work order. The last sentence is amended to read as follows:

Any person who shall continue any work on the system after having been served by a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 303.3 is amended by adding a new subsection as follows:

6. Gas fired appliances with natural draft venting shall not be installed in any room operating under negative pressure unless the appliances are listed for that use.

Section 304.3 is amended by adding the following Exception:

Exception: Clothes dryers installed in private garages.

Section 307.2.2 is deleted in its entirety and replaced with the following:

Section 307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be cast iron, galvanize steel, copper, cross-linked polyethylene, polybutylene, polyethylene, ABS CPVC or PVC pipe or tubing. All components shall be selected for the pressure and temperature rating of the installation. Condensate waste and drain line size shall be not less than 3/4-inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes for more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with the following:

EQUIPMENT CAPACITY	MINIMUM CONDENSATE PIPE DIAMETER
Up to 20 tons (70.3 lw) of refrigeration	¾ inch (19 mm)
Over 20 tons (70.3 lw) to 40 tons (141 kw) of refrigeration	1 inch (25 mm)
Over 40 tons (141 kw) to 90 tons (317 kw) of refrigeration	1 ¼ inch (32 mm)
Over 90 tons (317 kw) to 125 tons (440 kw) of refrigeration	1 ½ inch (38 mm)
Over 125 tons (440 kw) to 250 tons (879 kw) of refrigeration	2 inch (51 mm)

Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eight unit vertical in 12 unit's horizontal (1-percent slope).

AVONDALE AMENDMENTS
TO THE 2006 INTERNATIONAL PLUMBING CODE

The International Plumbing Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words "City of Avondale" as the name of jurisdiction.

Section 106.5.4 is deleted in its entirety and replaced with the following:

Section 106.5.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.6.3 is deleted in its entirety and replaced with the following:

106.6.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety,

Section 108.5 is amended as follows:

Section 108.5 Stop work orders. The last sentence is amended to read as follows:

Any person who shall continue any work on the system after having been served by a stop work order except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 410.1 is amended as follows:

Section 410.1 Approval. Delete the last sentence and replace with the following:

"In other occupancies, where drinking fountains are required, bottle water dispensers or water coolers shall be permitted to be substituted."

Section 1202 Medical Gases Add a new section, as follows:

Section 1202.1.1 Level 3 dental facilities. Vacuum piping installed under an on grade floor shall be installed in compliance with recommendations and drawings prepared by a registered design professional and contained within the dental equipment manufacturer's specifications and details, and with the otherwise applicable provisions of NFPA99C- 2005. All drawings and specifications shall be sufficiently comprehensive as to provide prescriptive installation criteria. Special inspection in accordance with IBC Section 1704.1 shall be provided.

AVONDALE AMENDMENTS
TO THE 2006 INTERNATIONAL FUEL GAS CODE

The International Mechanical Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words "City of Avondale" as the name of jurisdiction.

Section 106.4.4 is deleted in its entirety and replaced with the following:

Section 106.4.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issue; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.5.2 is deleted in its entirety and replace with the following:

Section 106.5.2 Fee schedule. All fees shall be in accordance with Chapter One of the International Building Code as adopted by the City of Avondale and amended from time to time.

Section 106.5.3 is deleted in its entirety and replaced with the following:

Section 106.5.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permitted not late than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety.

Section 108.5 is amended as follows:

Section 108.5 Stop work order. The last sentence is amended to read as follows:

Any person who shall continue any work on the system after having been served by a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

AVNODALE AMENDMENTS
TO THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE

The International Energy Conservation Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words "City of Avondale" as the name of jurisdiction.

ORDINANCE NO. 1248-207

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 4, BUILDINGS AND BUILDING REGULATIONS RELATING TO BUILDING CODES; ADOPTING BY REFERENCE THE "2006 INTERNATIONAL BUILDING CODE," THE "2006 INTERNATIONAL RESIDENTIAL CODE," THE "2006 INTERNATIONAL MECHANICAL CODE," THE "2005 NATIONAL ELECTRICAL CODE," THE "2006 INTERNATIONAL PLUMBING CODE", "THE 2006 INTERNATIONAL FUEL GAS CODE", "THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE" AND "THE AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL BUILDING CODE, THE 2006 INTERNATIONAL RESIDENTIAL CODE, THE 2006 INTERNATIONAL MECHANICAL CODE, THE 2006 INTERNATIONAL PLUMBING CODE, THE 2006 INTERNATIONAL FUEL GAS CODE, THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE AND THE 2005 NATIONAL ELECTRICAL CODE"; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, many neighboring communities have adopted the most current editions of the building codes; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to bring uniformity to the building community and to promote the use of safe construction procedures and materials; and

WHEREAS, Chapter 4 of the Avondale City Code specifies the building construction codes that are to be followed for all construction within the corporate limits of the City of Avondale (the "City"); and

WHEREAS, the City Council desires to amend the Avondale City Code, Chapter 4, Buildings and Building Regulations, to amend provisions relating to the codification of the previously-adopted 2003 international Building Code, 2003 International Residential Code, 2003 International Mechanical Code, the Arizona State Uniform Plumbing Code, 1994 edition, 2002 National Electrical Code, including the Avondale/MAG Amendments to the 2003 International Building Code, the 2003 International Residential Code, the 2003 International Mechanical Code, the Arizona State Uniform Plumbing Code, 1994 edition, the 2002 National Electrical Code and to adopt the most current editions of the building codes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That, pursuant to ARIZ. REV. STAT. § 9-802, those certain documents known as the "2006 International Building Code," the "2006 International Residential Code," the "2006 International Mechanical Code," the "2005 National Electrical Code," the "2006 International Plumbing Code", the "2006 International Fuel Gas Code", the "2006 International Energy Conservation Code" and "The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code" (collectively, the "Technical Codes") three copies of which are on file in the office of the City Clerk and are available for public use and inspection during normal business hours, which documents were made public records by Resolution No. 2623-207, are hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 2. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article II, Building Code, Section 4-16, Adopted, is hereby deleted in its entirety and replaced with the following:

> That certain document designated and marked as the 2006 International Building Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled the "The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code" applicable to the 2006 International Building Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the building code for the City of Avondale by reference as if fully set forth herein for regulating and controlling the installing, construction, remodeling, alteration, repair and conversion of buildings within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, alter, repair, change, move, remove, maintain or use any house, building or structure in the City of Avondale, or cause or permit the same to be done, contrary to or in violation of said building code as herewith adopted by the Council of the City of Avondale.

SECTION 3. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article III, Electricity, Section 4-31, Electrical Code Adopted, is hereby deleted in its entirety and replaced with the following:

> That certain document designated and marked as the 2005 National Electrical Code and all appendices therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled the "Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code

and the 2005 National Electrical Code" applicable to the 2005 National Electrical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Electrical Code of the City of Avondale by reference as if fully set forth herein for regulating and controlling the installing, construction, remodeling, alteration, repair, conversion, maintenance, use and removal of houses, buildings, structures and premises and of electrical installations of any type whatsoever therein or thereupon within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, remodel, alter, change, repair, convert, maintain, use, remove or demolish any house, building, structure or premises or any electrical installation of any type whatsoever therein or thereupon within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of the said Electrical Code as herewith adopted by the Council of the City of Avondale.

SECTION 4. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article V, Mechanical Systems, Section 4-61, Mechanical Code Adopted, is hereby deleted in its entirety and replaced with the following:

That certain document designated and marked as the 2006 International Mechanical Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code applicable to the 2006 International Mechanical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Mechanical Code of the City of Avondale by reference as if fully set forth herein for regulating and controlling the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocation, replacement, addition to and use of any heating, ventilating, comfort-cooling or refrigeration systems, incinerators or other miscellaneous heat-producing appliances, and it is hereby declared to be unlawful to erect, install, alter, repair, add to replace, use or maintain heating, ventilating, comport-cooling, incinerator or refrigeration equipment or other heat-producing appliances within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said Mechanical Code as herewith adopted by the Council of the City of Avondale.

SECTION 5. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article VI, Plumbing, Section 4-76, Plumbing Code Adopted, is hereby deleted in its entirety and replaced with the following:

That certain document designated and marked as the 2006 International Plumbing Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled "The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006

International Energy Conservation Code and the 2005 National Electrical Code" applicable to the 2006 International Plumbing Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Plumbing Code for the City of Avondale by reference as if fully set forth herein for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing systems on premises within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of the said Plumbing Code as herewith adopted by the Council of the City of Avondale.

SECTION 6. That the Avondale City Code, Chapter 4 Buildings and Building Regulations, Article XI, Residential Code, Section 4-151, Adopted, is hereby deleted in its entirety and replaced with the following:

That certain document designated and marked as the 2006 International Residential Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that document entitled "The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code" applicable to the 2006 International Residential Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Residential Code for the City of Avondale by reference as if fully set forth herein for regulating and controlling the erection, construction, enlargement, alteration, repair, moving, improvement, removal, equipping, use, occupying and maintenance of any residential building on premises within the City of Avondale, and it is hereby declared to be unlawful to erect, construct, enlarge, alter, repair, maintain, move, improve, remove, demolish, equip, use, occupy or maintain any one and two family residential building or premises within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Residential Code as herewith adopted by the Council of the City of Avondale.

SECTION 7. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article IV, Reserved, is hereby renamed as "Fuel Gas Code" and it is hereby amended to reflect the adoption of (i) the 2006 International Fuel Gas Code and (ii) that portion of the Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code, and the 2005 National Electrical Code relating to the 2006 International Fuel Gas Code, to read as follows:

4-46 Adopted.

That certain document designated and marked as the 2006 International Fuel Gas Code, and all appendices contained therein, three (3) copies of which are on file in the

office of the City Clerk of the City of Avondale, and those portions of that certain document entitled "The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code, and the 2005 National Electrical Code" applicable to the 2006 International Fuel Gas Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Fuel Gas Code for the City of Avondale by reference as if fully set forth herein for regulating and controlling the alteration, repair, improvement, removal, equipping, use and maintenance of any fuel gas systems and gas-fired appliances within the City of Avondale, and is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said fuel gas code as herewith adopted by the Council of the City of Avondale.

SECTION 8. That the Avondale City Code, Chapter 4 Building and Building Regulations, Article VII, Reserved, is hereby renamed "Energy Conservation Code" and is hereby amended to reflect the adoption of (i) the 2006 International Energy Conservation Code and (ii) that portion of the Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code, and the 2005 National Electrical Code relating to the 2006 International Energy Conservation Code to read as follows:

4-76 Adopted.

That certain document designated and marked as the 2006 International Energy Conservation Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portions of that certain document entitled "The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code" applicable to the 2006 International Energy Conservation Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Energy Conservation Code for the City of Avondale by reference as if fully set forth herein for regulating and controlling the installation, alteration, repair, improvement, removal, equipping, use and maintenance of any Energy Conservation System within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Energy Conservation Code as herewith adopted by the Council of the City of Avondale.

SECTION 9. That any person found guilty of violating any provision of the Technical Codes shall be guilty of a class one misdemeanor, punishable by a fine not to exceed $2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 10. That this Ordinance shall become effective at 12:01 a.m. on July 1, 2007.

SECTION 11. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 20, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for Tutor Time day care at Durango Plaza

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh 623-333-1014

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional use permit for child care center in the Durango Park PAD zone district

PARCEL SIZE: 8.58 acre master site, 25,737 square foot building

LOCATION: Northeast corner of Avondale Boulevard and Lower Buckeye Road (Exhibits A and B)

APPLICANT: Mr. David Cardenas, A.I.A.

OWNER: PDG America

BACKGROUND:

The subject property is a commercial parcel in the Durango Park Planned Area Development (PAD). The subject property was annexed on March 15, 1999 and zoned AG (Agriculture). It was rezoned to PAD on March 15, 1999. The approved PAD allowed C-2 uses on the subject property. Child care centers are allowed in the C-2 zone as a conditional use.

SUMMARY OF REQUEST:

1. The applicant is requesting Conditional Use Permit approval to operate a child care center in the Daycare B building in the proposed DurangoPlaza shopping center (Exhibit E). The proposed 25,737 square foot building is a single-use, stand-alone building. A 32,567 square foot playground area is attached to the building on the rear to the north.
2. The day care will operate Monday thru Friday from 6 AM to 6:30 PM and will be closed weekends.
3. Primary child care will be provided by the applicant to children ages six weeks up to six years old. Additionally, after school programs and summer camps will be offered to children up to twelve years old.
4. The applicant is requesting approval of a final site plan for this use as a part of the Durango Plaza master site plan, under application DR-06-10 Durango Plaza (Exhibit E).

PARTICIPATION:

The applicant conducted a neighborhood meeting on October 30, 2006 at City Hall. The neighborhood meeting was advertised in the West Valley View on October 10, 2006. The property was posted on October 10, 2006. Notification letters were mailed out to 111 property owners on October 9, 2006. No residents attended the meeting. A notice of the Planning Commission hearing was published in the West Valley View on January 2, 2007. The property was posted on January 2, 2007. Notification letters were mailed out to 111 property owners on January 3, 2007. No comments have been received to date. A notice of the City Council hearing was published in the West Valley View on January 30, 2007. The property was posted on January 30, 2007. Notification letters were mailed out to 111 property owners on January 30, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on January 18, 2007 and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:
1. The development of the site shall conform to the master site plan date stamped January 5, 2007 and the project narrative dated August 2, 2006.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

ANALYSIS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. The burden of proof rests with the applicant. Each finding is presented below along with staff's analysis.
1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area. The subject property is designated as Commercial on the General Plan Land Use Map. The existing PAD zoning is consistent with the Commercial designation of the General Plan. The PAD allows C-2 uses on the subject property but provides no development guidelines. The proposed use is allowed in C-2 zoning and the PAD subject to a conditional use permit.
2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general. The proposed use will complement the nearby community commercial uses and existing residential uses in the area. The Durango Park PAD subdivision is located north and east of the subject property, and is separated by a six-foot tall block wall and landscaping from the child care building and play area. The proposed Tutor Time location is within the Durango Plaza commercial development, which is oriented in part towards automobile traffic. Parents dropping-off and picking-up their children at the Tutor Time will not be incompatible to the general character of the rest of Durango Plaza. The potential noise generated by children playing in the outdoor playground area north of the Tutor Time building is mitigated by the distance, the intervening six-foot height block wall and landscape buffer along the property line. The proposed use will not generate traffic or noise in excess of other uses permitted within DurangoPlaza. The playground will be surrounded by a six foot tall wrought iron fence for security. A seven foot wide landscape buffer will separate the playground from the surrounding drive aisle (Exhibit F).
3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping. The proposed final site plan meets all required development standards as proposed. Adequate parking has been provided in front of the building and on the east side of the building. Onsite traffic circulation is well designed, with clear and efficient access to the building and parking, while providing multiple avenues for egress from the site onto adjacent public streets. Adequate buffer and landscaping is provided to screen the playground area from adjacent residential. A six-foot tall masonry wall and 31-foot landscaped buffer is provided along the east site boundary adjacent to residential, and a six-foot high masonry wall and 23-foot landscape buffer is provided along the north site boundary adjacent to residential.
4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use. Primary access to the site is available from Lower Buckeye Road and Avondale Boulevard. Four driveways are proposed for the DurangoPlaza site, all of which can easily access the proposed Tutor Time building. All four driveways will be constructed in the initial phase of construction of Durango Plaza. The adjacent streets are designed to accommodate the traffic generated by the use.
5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated Two routine stipulations have been included in the staff recommendation.

FINDINGS:

The proposed child care center appears to meet the required findings for approval.

RECOMMENDATION:

The City Council should conduct a public hearing and APPROVE the Conditional Use Permit subject to the two stipulations recommended by the Planning Commission

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application CU-06-6, a request for a Conditional Use Permit for a child care center in the PAD district subject to the two stipulations recommended by the Planning Commission.

ATTACHMENTS:

Click to download

- CU-06-6 Durango Plaza Tutor Time exhibits A-G

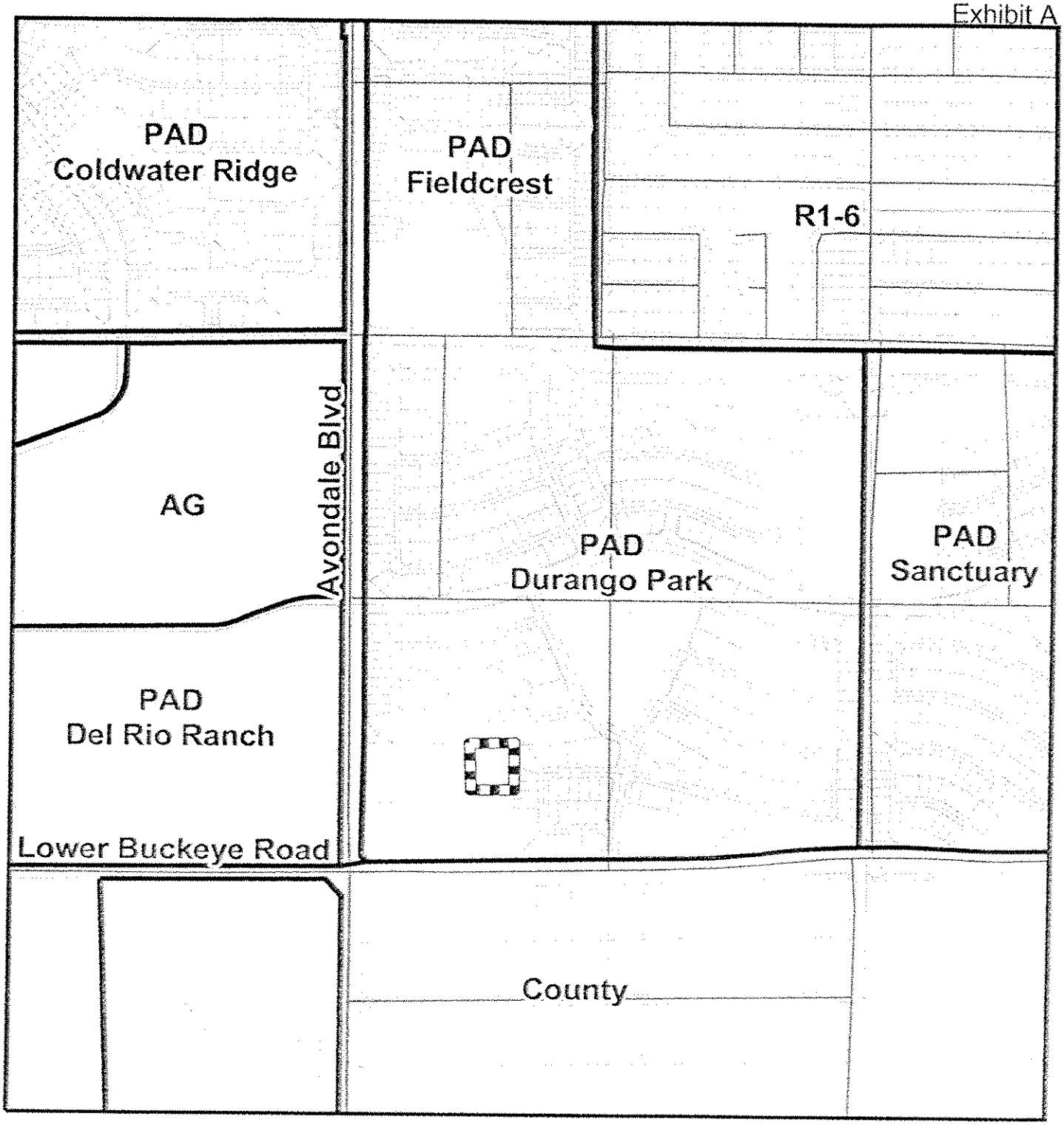
FULL SIZE COPIES (Council Only):

none

PROJECT MANAGER:

Scott Wilken, Acting Senior Planner (623) 333-4016

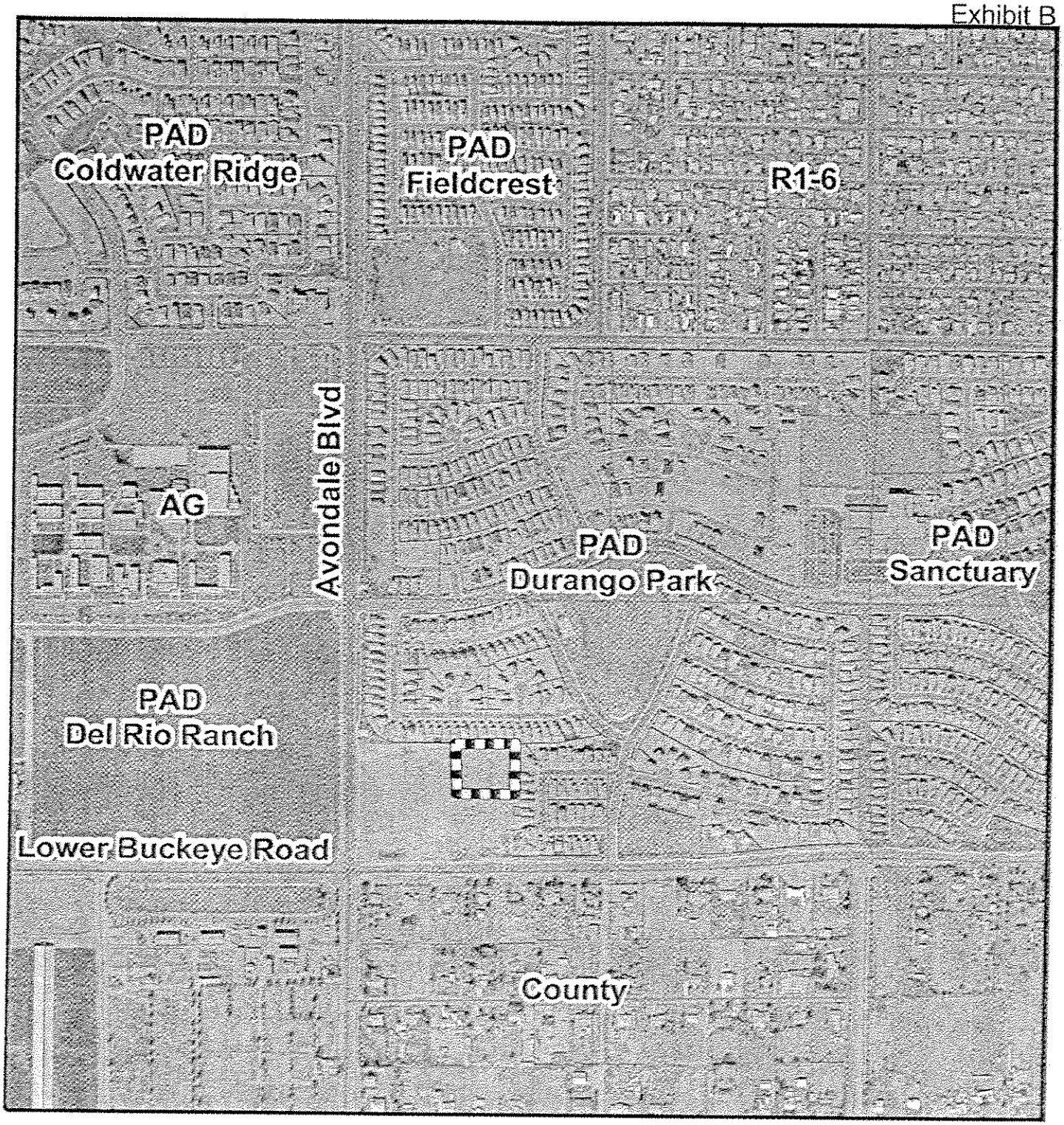
Exhibit A



Zoning Vicinity Map
CU-06-6

Subject Property

Exhibit B



Aerial Photo
CU-06-6

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-06-6

THE PROPERTY	
PARCEL SIZE	8.58 acres
LOCATION	Northeast Corner of Avondale Boulevard and Lower Buckeye Road
PHYSICAL CHARACTERISTICS	Site is relatively flat
EXISTING LAND USE	Vacant
EXISTING ZONING	Planned Area Development District (PAD)
ZONING HISTORY	The parcels were rezoned from Agricultural (AG) to Planned Area Development (PAD) on March 15, 1999
DEVELOPMENT AGREEMENT	The Development Agreement for this property was approved on March 1, 1999. There are no outstanding issues.

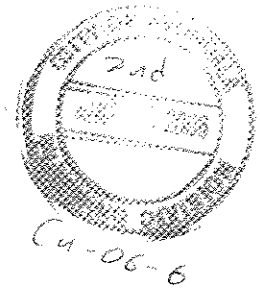
SURROUNDING ZONING AND LAND USE	
NORTH	Single family residential, zoned PAD (Durango Park)
EAST	Single family residential, zoned PAD (Durango Park)
SOUTH	Single family residential, Maricopa County
WEST	Single family residential, zoned PAD (Del Rio Ranch)
GENERAL PLAN	
The subject property is designated as Commercial on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton and Tolleson Union Schools
ELEMENTARY SCHOOLS	Quentin Elementary (K-6)
JUNIOR HIGH SCHOOL	Underdown Jr. High (7-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Lower Buckeye Road	
Classification	Arterial
Existing half street ROW	64-73 feet (varies)
Standard half street ROW	65 feet
Existing half street improvements	1 paved travel lanes in each direction, curb, gutter, and sidewalk.
Standard half street improvements	2.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2.5 paved travel lanes, curb, gutter, and partial sidewalk.
Standard half street improvements	2.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.

UTILITIES
A 12" waterline runs along the south side in Lower Buckeye Road. A 24" waterline runs along the east side in Avondale Boulevard. There is an existing 15" sewer line in Lower Buckeye Road and an existing 15" sewer line in Avondale Boulevard.

EXHIBIT D



PROJECT NARRATIVE

TUTOR TIME
CHILDCARE & LEARNING CENTER at DURANGO PLAZA

North East Corner of
115th Avenue/Avondale Boulevard & Lower Buckeye Road
Avondale, Arizona
July 31, 2006

The proposed project involves the construction of a new Tutor Time Day Care Building on a proposed site that will be developed by the overall Master Architect under separate permit. Parking, landscaping and signage will exist on the site. PDG America (Mr. Rick Sodja, representative) is the Developer. Mr. David Cardenas, AIA of Bollinger + Cardenas Architects is the Project Architect and Applicant on behalf of PDG America. Tutor Time, is a division of Capital Academic, Inc.

The proposed site for the Tutor Time building has an existing zoning of PAD by the City of Avondale, Arizona. The adjacent property North of the proposed site is zoned PADD, the property to the East is zoned Rural-43, the property to the South is zoned Rural-43, the property to the Southwest is zoned Rural-43 and the property to the West is Zoned Rural-43. In order to utilize this property for a Daycare Facility, the City of Avondale requires obtaining a Conditional Use Permit.

Tutor Time is the 4th largest for-profit daycare operator in the country with over 250 stores. The local franchisee is the largest in the Tutor Time system and currently has 20 stores operating in the Metropolitan Phoenix area. Tutor Time serves the childcare needs of children from six weeks to six years of age, with summer camps and after school programs for children up to 12 years of age. Tutor Time's goal is to offer parents peace of mind by providing a nurturing, educational and developmental curriculum dedicated to a child's ever-changing needs. The total capacity at the average Tutor Time facility is approximately 330 students with 30 employees. Tutor Time has 22 classrooms and an outdoor playground. The classrooms are broken down based on age groups as follows – Infants: 6 months to 1 year, Toddlers: 1 to 2 years, Twaddlers: 2-3 years, Pre-K: 3-5 years, Kindergarten: 5 years and an After-School Program: 1st grade to 3rd grade. A 6'-0" high metal view fence with masonry columns, designed to match the proposed building architecture, encloses the proposed playground area.

The stores business hours are for Monday thru Friday (closed on weekends) at 6:00 am until 6:30 pm. The busiest drop off time is around 8:00 am and the busiest pick-up time is 5:30 pm. Tutor Time targets the middle to upper end segment of the market and strongly believes their interior finish and playground offer parents the premier facility in the industry.

The Tutor Time Building has an E occupancy and the building type is V-B (fully-sprinklered) as proposed by the architect. Construction consists of masonry walls and steel framing with concrete slab on grade. The architecture is contemporary; primary exterior materials are stucco and E.I.F.S. with various stucco pop-outs located around the building. Slate tile is the accent material used for this project. A decorative open trellis centered on the North elevation with cornices. Additional decorative elements include the metal grids on the South side of the building. The proposed windows and metal awnings include anodized aluminum window wall and painted metal for the horizontal metal awnings. The South elevation also includes a major focal point of a radial rotunda entry and metal awnings. Subtle coloration will vary in the cream, beige and dark beige range and accent colors. Screening of rooftop mechanical equipment will be provided at roof level.

The architecture for this building will incorporate design elements & colors from surrounding commercial developments, as established for Durango Plaza. Approval of the proposed Tutor Time elevations and site plan has been granted by the Shopping Center's Overall Developer and Master Architect.

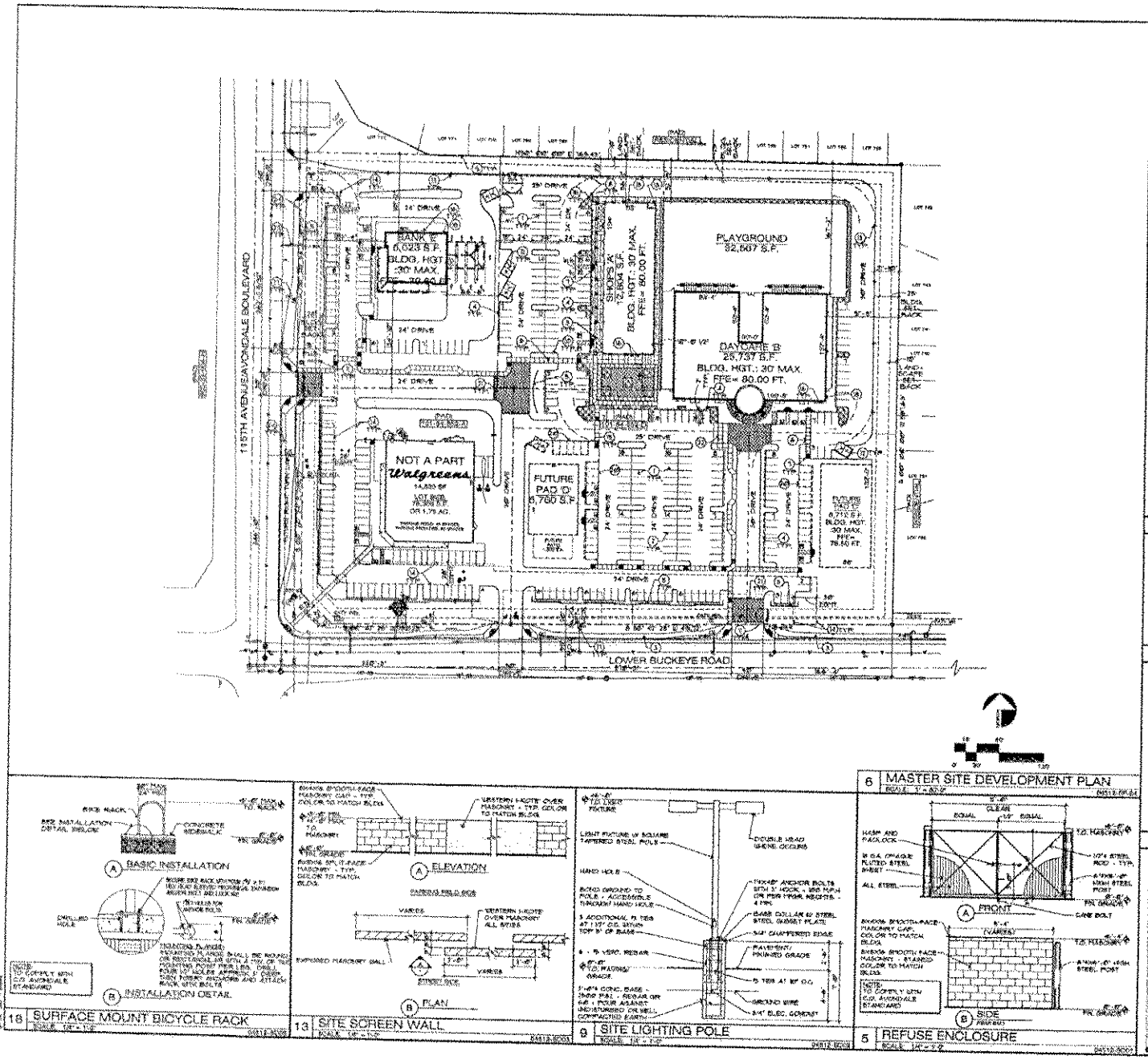
Access to the site will be from the major arterial of 115th Avenue/Avondale Boulevard & Lower Buckeye Road. Under the Shopping Center's application, secondary internal circulation is proposed and will provide sufficient emergency vehicle access around the site. Three driveways to the South are illustrated on the plan. These driveways will facilitate the sanitation requirements for refuse enclosures.

Parking lot lighting is existing, diminishing at property lines, and shielded to prevent direct glare onto adjacent properties to the North & East. This shielding shall comply with the City of Avondale lighting requirements.

A Monument Sign located on 115th Avenue/Avondale Boulevard and a secondary monument sign to the East of the intersection on Lower Buckeye Road are proposed under separate permit for the Shopping Center.

Sincerely,

David Cardenas, AIA, CID
Project Architect
Bollinger + Cardenas Architects



PROJECT TEAM

OWNER/DEVELOPER

NBC 115th AVE. & L. BUCKEYE, L.L.C.
8777 N. GAINEY CENTER DR.
SUITE #191
SCOTTSDALE, AZ 85258
PHONE: 480.922.3000
FAX: 480.922.3001
CONTACT: ANDY MACOY

ARCHITECT

K&I ARCHITECTS AND INTERIORS, L.L.C.
1850 N. CENTRAL AVE.
SUITE 200
PHOENIX, ARIZONA 85004
PHONE: 602.392.0600
FAX: 602.392.0616
CONTACT: MARK A. BRINKER

PROJECT DATA

ADDRESS: N.E.C. OF 115TH AVENUE AND LOWER BUCKEYE ROAD, AVONDALE, ARIZONA

PROPOSED USE: MIXED-USE

EXISTING ZONING: GAO

OCCUPANCY TYPES: MIXED

MASTER SITE DATA:
GROSS SITE AREA: 873,776 S.F. (6.66 AC.)

NET SITE AREA:

SHOPS 'A'	42,063 S.F. (1.44 AC.)
DAYCARE 'B'	114,730 S.F. (2.63 AC.)
FUTURE PAD 'C'	18,136 S.F. (0.28 AC.)
FUTURE PAD 'D'	18,600 S.F. (0.34 AC.)
BANK 'E'	74,739 S.F. (1.71 AC.)
TOTAL	873,776 S.F. (6.66 AC.)

BUILDINGS:

SHOPS 'A'	12,604 S.F.
DAYCARE 'B'	25,737 S.F.
FUTURE PAD 'C'	8,712 S.F.
FUTURE PAD 'D'	8,760 S.F.
FUTURE PAD 'D' PATIO	1,800 S.F.
BANK 'E'	6,623 S.F.
TOTAL	65,236 S.F.

BUILDING COVERAGE: 14.8%

PARKING:

	REQUIRED	PROVIDED	ADD. REQ'D.	ADD. PROV.
SHOPS 'A'	43 SPACES	76 SPACES	4 SPACES	4 SPACES
DAYCARE 'B'	31 SPACES	41 SPACES	3 SPACES	3 SPACES
FUTURE PAD 'C'	28 SPACES	33 SPACES	2 SPACE	2 SPACES
FUTURE PAD 'D' + PATIO	48 SPACES	119 SPACES	6 SPACES	6 SPACES
BANK 'E'	35 SPACES	44 SPACES	2 SPACES	2 SPACES
TOTAL	209 SPACES	309 SPACES	16 SPACES	17 SPACES

OPEN SPACE: (MIN. 5% OF GROSS S.F.)
PROPOSED OPEN SPACE: 18,889 S.F.

LANDSCAPING: (MIN. 10% OF NET S.F.)
PROPOSED LANDSCAPING: 87,517 S.F.

LEGAL DESCRIPTION

A PORTION OF TRACT H, DURANGO PARK, AS RECORDED IN BOOK 340 OF MAPS, PAGE 46, MCR, & PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

KEYNOTES

1. 3-PRIVATE PARKING
2. 4' WIDE PARKING BRIDGE
3. NEW CONCRETE SIDEWALK
4. 3'-6" PARKING OVERHANG
5. 6'-0" HIGH SITE SCREEN WALL, FOR ADDITIONAL INFO. SEE DTL. 3/-
6. ACCESSIBLE PEDESTRIAN PATH - STAMPED CONCRETE
7. ACCESSIBLE RAMP - PER ADA
8. TRUCK TURNING RADIUS - 28' INTERIOR RADIUS/40'EXTERIOR RADIUS
9. 4'-0" HIGH SITE SCREEN WALL
10. CONCRETE CURB
11. MONUMENT SIGNAGE - SEE MASTER SIGN PACKAGE
12. REFUSE ENCLOSURE TO COMPLY W/ G.O. AVONDALE STANDARD DETAIL
13. POLE MOUNTED LIGHT FIXTURE
14. CROSS ACCESS EASEMENT
15. PROPOSED LOCATION FOR S.D.S. (SERVICE ENTRANCE SECTION)
16. BURNOUT HOLES (SEE BACK, SEE DETAIL 3/-)
17. FIRE HYDRANT
18. FIRE DEPARTMENT CONNECTION
19. CONC. SIDEWALK FLUSH W/ ASPHALT PAVING PEDESTRIAN ACCESS PATH
20. EXTENDED CONCRETE CURB
21. ENLARGED DRIVEWAY - STAMPED CONCRETE TO MATCH EXISTING
22. BUILT UP ASPHALT SPEED BUMP WITH 9" CONCRETE PATH
23. EXISTING LIGHT FIXTURE
24. PAINTED CONCRETE SIDEWALK

K & I ARCHITECTS AND INTERIORS
1850 N. CENTRAL AVE.
SUITE 200
PHOENIX, AZ 85004
PH. 602.392.0600
FAX. 602.392.0616

Anchor Quality Project By:
PDG AMERICA
SHOPPING CENTERS

Durango Plaza

N.E.C. OF 115TH AVENUE AND LOWER BUCKEYE ROAD
AVONDALE, ARIZONA

REVISIONS

NO.	DESCRIPTION	DATE

OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT. THEY ARE NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO K & I ARCHITECTS AND INTERIORS.

SHEET TITLE:
MASTER SITE DEVELOPMENT PLAN (MP-3/-)

JOB NUMBER: 2H810
DRAWN BY: RIA
CHECKED BY: MAB
ISSUE DATE: 10/12/04

SHEET NUMBER
MS

Exhibit E

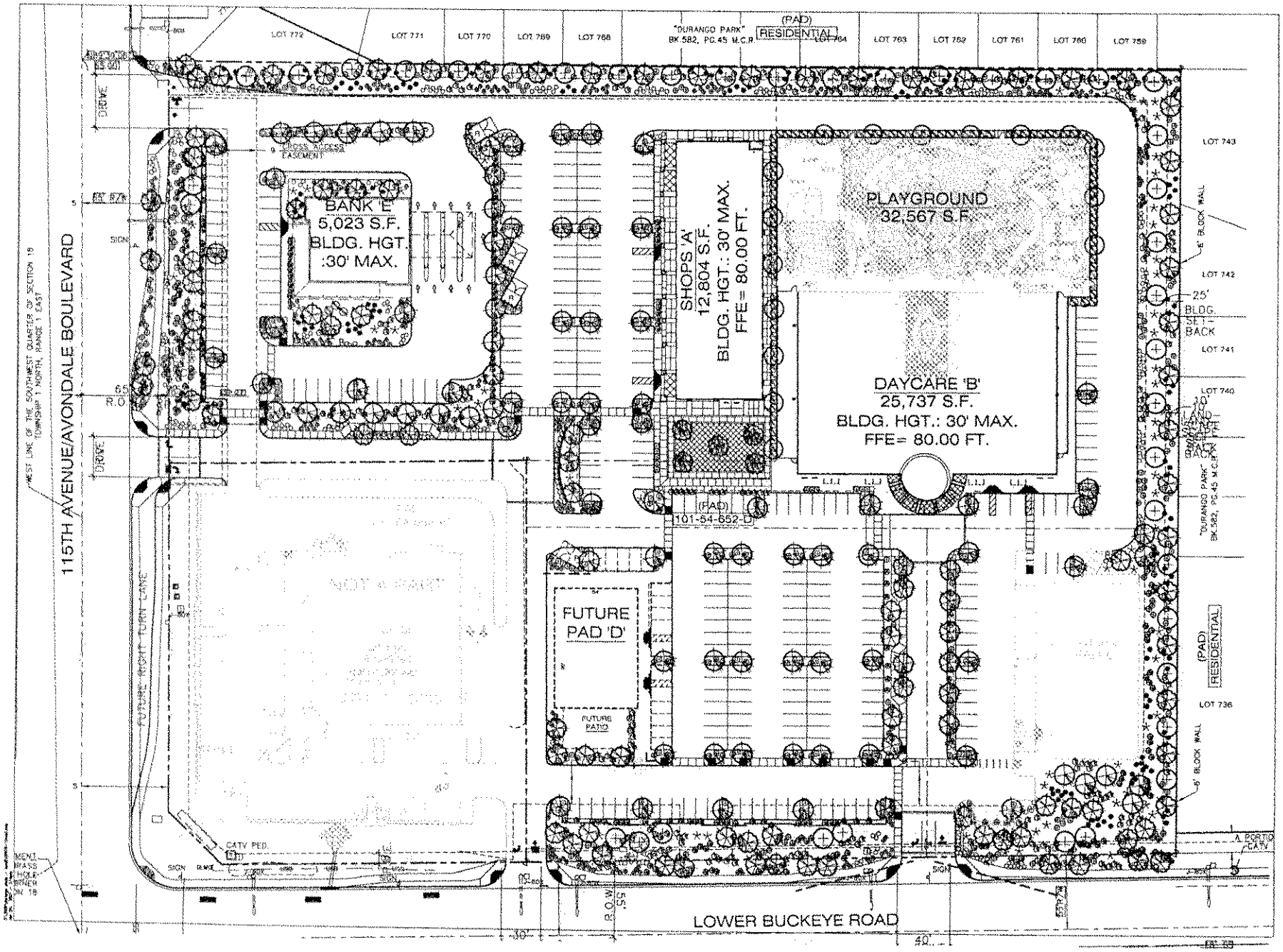

115TH AVENUE/AVONDALE BOULEVARD
LOWER BUCKEYE ROAD
BANK 'E'
5,023 S.F.
BLDG. HGT.
:30' MAX.
SHOPS 'A'
12,804 S.F.
BLDG. HGT.: 30' MAX.
FFE= 80.00 FT.
PLAYGROUND
32,567 S.F.
DAYCARE 'B'
25,737 S.F.
BLDG. HGT.: 30' MAX.
FFE= 80.00 FT.
FUTURE
PAD 'D'
FUTURE PATIO
(PAD)
RESIDENTIAL
"DURANGO PARK"
BK.582, PG.45 M.C.R.
LOT 772
LOT 771
LOT 770
LOT 769
LOT 768
LOT 763
LOT 762
LOT 761
LOT 760
LOT 759
LOT 743
LOT 742
LOT 741
LOT 740
LOT 736
25'
BLDG.
SET
BACK
6' BLOCK WALL
CATV PED.
SIGN
FUTURE RIGHT TURN LANE
WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 19
TOWNSHIP 1 NORTH, RANGE 1 EAST
R.O.W.
55'
40'
K & I
ARCHITECTS
INTERIORS
Another Quality Project By:
PDG AMERICA
SHOPPING CENTERS
Durango Plaza
N.E.C. OF 115TH AVENUE AND
LOWER BUCKEYE ROAD
AVONDALE, ARIZONA
REVISIONS
OWNERSHIP OF DOCUMENTS
LANDSCAPE
PLAN
L-1
7 OF 4

EXHIBIT F

LANDSCAPE MAINTENANCE NOTES:

1. THE CONTRACTOR SHALL MAINTAIN THE SYSTEM IN PROPER WORKING ORDER FOR FORTY FIVE (45) CALENDAR DAYS FROM THE OWNER APPROVED DATE OF SUBSTANTIAL COMPLETION.

2. MAINTENANCE SHALL INCLUDE THE SETTING OF IRRIGATION HEADS TO PROPER FINISH GRADES AFTER TURF HAS BEEN ESTABLISHED.

3. MAINTENANCE SHALL INCLUDE ANY BUBBLER/FLUSH ADJUSTMENT REQUIRED TO ALLOW THE IRRIGATION SYSTEM TO OPERATE PROPERLY.

4. MAINTENANCE SHALL INCLUDE ANY NECESSARY IRRIGATION CONTROLLER ADJUSTMENTS TO THE WATERING TIMETABLE DURING THE FORTY FIVE (45) DAY PERIOD.

5. MAINTENANCE SHALL INCLUDE ANY AND ALL REPAIRS DUE TO AN IRRIGATION PIPELINE BREAK. THIS IS TO INCLUDE EROSION DAMAGE, PLANT REPLACEMENT, GRANITE REPLACEMENT, GRADING, IRRIGATION REPAIRS, AND ANY DAMAGE TO ADJACENT CONCRETE, A.C. PAVEMENT, FENCES, ETC. AS A RESULT OF THE FLOODING AND/OR EROSION CAUSED BY THE IRRIGATION BREAK. EROSION REPAIR DUE TO OVER WATERING SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL MAINTENANCE REPAIRS ARE TO BE PAID AT THE CONTRACTOR'S EXPENSE.

6. AT THE END OF THE MAINTENANCE PERIOD A FINAL COMPLETION, ON SITE WALK-THROUGH INSPECTION SHALL TAKE PLACE BETWEEN THE OWNER, LANDSCAPE ARCHITECT, AND CONTRACTOR. ANY MISSING AND/OR DAMAGED BUBBLERS AND/OR RISERS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

7. NO MORE THAN 50% OF THE LANDSCAPING FRONTING ON A STREET MAY BE USED FOR STORM WATER RETENTION UNLESS THE BASINS INCLUDE EXCEPTIONAL DESIGN OR SHALLOWNESS

PLANT GUARANTEE AND REPLACEMENT

1. GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL SHRUB MATERIAL TO BE IN VIGOROUS HEALTHY CONDITION FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM THE OWNER APPROVED DATE OF SUBSTANTIAL COMPLETION.
ALL TREES SHALL BE GUARANTEED TO BE VIGOROUS,HEATHY CONDITION FOR A PERIOD OF (1) YEAR FROM THE OWNER APPROVED DATE OF SUBSTANTIAL COMPLETION.

2. REPLACEMENT: ANY PLANT UNDER THIS SPEC WHICH IS DEAD,MISSING,UNHEALTHY, OR OTHERWISE NOT ACCEPTABLE AND NOT IN SATISFACTORY GROWING CONDITION DURING CONSTRUCTION MAINTENANCE PERIOD, OR AT THE END OF THE GUARANTEE PERIOD, SHALL BE REMOVED FROM SITE AND REPLACED WITH A SUITABLE, ACCEPTABLE PLANT AS SPECIFIED WITHIN FIVE (5) DAYS.

IRRIGATION NOTE:

1. ALL BUBBLERS ARE TO BE LOCATED IN THE PLANTING WELLS. EACH SHRUB SHALL HAVE ONE (1) EA. .25 GPM INSTALLED 4 TO 6 INCHES FROM THE PLANT. EACH TREE SHALL HAVE TWO (2) EA. .5 GPM, INSTALLED 10 TO 12 INCHES FROM THE PLANT ONE ON EACH SIDE, IN LINE WITH THE CENTER OF THE PLANT. THE TOP OF THE IRRIGATION BUBBLER SHALL BE INSTALLED TO A HEIGHT OF 2" ABOVE THE BOTTOM OF THE TREE WELL FINISH GRADE.

NOTE

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE CONSTRUCTION SPECS. CURRENTLY ON FILE AT THE CITY OF AVONDALE DEVELOPMENT SERVICES DEPT. ENGINEERING DIVISION

SHEET INDEX

L-1.0 COVER SHEET
L-2.0 LANDSCAPE PLAN
L-3.0 FUTURE IRRIGATION PLAN
L-4.0 FUTURE SPECIFICATIONS

PRE-EMERGENT NOTE

DUE TO CONFLICTS BETWEEN OWNERS AND CONTRACTORS WE ARE NOW REQUIRING THAT THE ENTIRE PRE-EMERGENT APPLICATION PROCESS BE VIDEO TAPED. VIDEO TAPE IS TO BE VIEWED BY THE LANDSCAPE ARCHITECT. IF VIDEO TAPING IS NOT PERFORMED ANOTHER APPLICATION SHALL BE PROVIDED WITH VIDEO TAPING.

LIABILITY NOTE

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS

LANDSCAPE LEGEND

CERCIDIUM PRAECOX
SONORAN PALO VERDE
24" BOX (MATCHING)

ACACIA SALICINA
WILLOW ACACIA
24" BOX

DALBERGIA SISSOO
SISSOO
24" BOX

CERCIDIUM FLORIDUM
BLUE PALO VERDE
15 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON

NERIUM OLEANDER 'PETITE PINK'
PETITE OLEANDER
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON

RUELLIA PENINSULARIS
BAJA RUELLIA
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'WHITE CLOUD'
5 GALLON

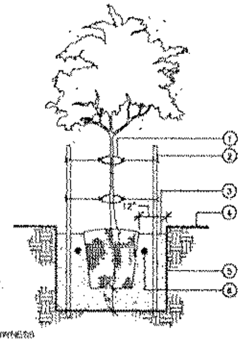
AGAVE VILMORINIANA
OCTOPUS AGAVE
5 GALLON

LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON

LANTANA MONTEVIDENSIS
'TRAILING PURPLE'
1 GALLON

ACACIA REDOLENS
'DESERT CARPET' tm
1 GALLON

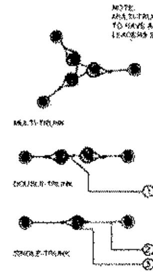
1/2" MINUS MADISON GOLD
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS



1. 1/2" RUBBER HOSE WITH #10 WIRE
2. TWO 2" ROUND BY 8' LONG GREEN TREE STAKES BURY 2' BELOW GRADE
3. 4" BASIN
4. GRADE
5. ROUGHEN SIDES OF PLANT PIT TO PREVENT GLAZING
6. AGRIFORM TABLETS

BACKFILL PLANT PIT WITH 50/50 MIX NOTED IN SPECS

DOUBLE STAKING DETAIL

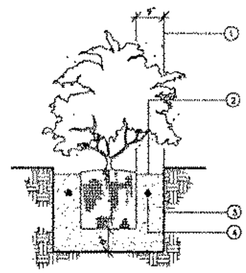


NOTE:
MULTI-TRUNKED TREES TO HAVE ALL MAJOR LEADERS STAKED

MULTI-TRUNK
DOUBLE-TRUNK
SINGLE-TRUNK

1. NOTCH TURNBUCKLE LOOP WIRE THROUGH EXPOSED PIPE
2. #10 WIRE, RUBBER COATED
3. 1/2" RUBBER HOSE

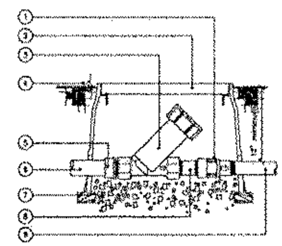
TREE GUYING DETAIL



1. MINIMUM DIMENSION FOR 5 GAL. PLANTS
2. 1" BASIN
3. ROUGHEN SIDES OF PLANT PIT TO PREVENT GLAZING
4. AGRIFORM TABLETS SEE SPECS. FOR RATIO

BACKFILL PLANT PIT WITH 50/50 MIX NOTED IN SPECS.

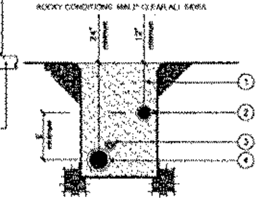
SHRUB PLANTING DETAIL



1. PRESSURE REGULATOR SENNINGER PMR-MF (UNLESS OTHERWISE NOTED)
2. RECTANGULAR VALVE BOX WITH LOCKING LID
3. "Y" STRAINER AG. PRODUCTS (UNLESS OTHERWISE NOTED)
4. 2" IN GRANITE AREAS
5. PVC MALE ADAPTER
6. 1" PVC CLASS 200 SUB MAINLINE FROM VALVE
7. 6" DEPTH OF 3/8" PEA GRAVEL
8. SCH 80 PVC NIPPLE 6" LONG
9. LATERAL LINE SIZE PER PIPE SCHEDULE

DRIP ASSEMBLY DETAIL
NOT TO SCALE

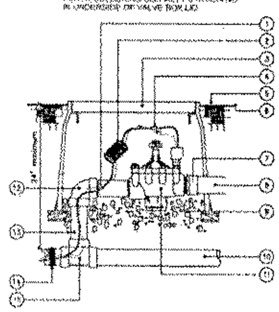
NOTES:
WATER SETTLE AND COMPACT ALL TRENCHES
ALL SLEEVES TO BE A MIN. OF 24" DEEP
USE COMMON TRENCHES WHEN POSSIBLE
RUN TRENCHES PARALLEL TO BUILDINGS AND WALKWAYS
(THE PLAN MAY BE DIAGRAMMATIC)
SHADE ALL PIPE AND WIRES WITH SAND IN ROCKY CONDITIONS MIN 2" CLEAR ALL SIDES



1. CLEAN BACK FILL NO ROCKS OVER 1/2" DIA.
2. LATERAL LINE SIZE PER PIPE SCHEDULE
3. CONTROLLER WIRES TAPE TO MAINLINE 8' O.C.
4. MAINLINE SIZE PER PLAN

TRENCHING DETAIL
NOT TO SCALE

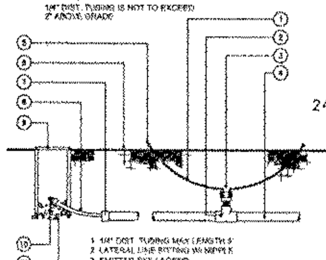
NOTES:
1. VALVE PER VALVE BOX
WITH A SOLDERING GUN MELT STATION NO. IN UNDERSIDE OF VALVE BOX LID



1. SCH. 80 PVC NIPPLE 6" LONG
2. 3/4 CONTROL WIRE
3. RECTANGULAR PLASTIC VALVE BOX WITH LOCKING LID
4. EPOXY WIRE CONNECTORS
5. 1" IN TURF AREAS, 2" IN D.G. AREAS
6. FINISH GRADE
7. PVC MALE ADAPTER
8. PVC LATERAL LINE (SIZE PER PIPE SCHEDULE)
9. 6" DEPTH 3/8" PEA GRAVEL WITH 1" CLEARANCE BETWEEN BOTTOM OF VALVE AND TOP OF PEA GRAVEL
10. PVC MAINLINE PER MAINLINE
11. ELECTRIC CONTROL VALVE
12. PVC ELBOW
13. SCH 80 PVC
14. TAPE WIRES 8' O.C. TO MAINLINE
15. PVC MAINLINE TEE OR ELBOW

CONTROL VALVE DETAIL
NOT TO SCALE

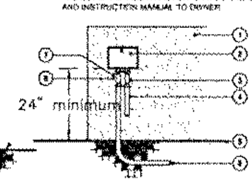
NOTES:
IN SLOPE CONDITIONS ALWAYS PLACE EMITTER ON HIGH SIDE OF SLOPE
1/4" DIST. TUBING IS NOT TO EXCEED 2" ABOVE GRADE



1. 1/4" DIST. TUBING MAX LENGTH 5'
2. LATERAL LINE FITTING W/ NIPPLE
3. EMITTER SEE LEGEND
4. PVC LATERAL LINE PIPE SIZE PER PIPE SCHEDULE
5. SALCO BUG CAP
6. FINISH GRADE
7. PVC TP PLOT FITTING
8. PLOY TUBING 5' MAX LENGTH
9. 6" ROUND VALVE BOX
10. SELF FLUSHING CAP
11. 5" DEPTH OF 3/8" PEA GRAVEL

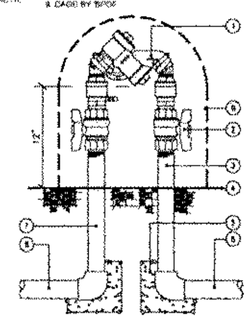
EMITTER DETAIL
NOT TO SCALE

NOTES:
ALL WIRING INSTALLED PER LOCAL CODES
SEE CONTROLLER MANUAL FOR MOUNTING INSTRUCTIONS
THE IRRIGATION CONTRACTOR IS TO SUPPLY 2 KEYS AND INSTRUCTION MANUAL TO OWNER



1. WALL OR BUILDING
2. WALL MOUNTED CONTROLLER
3. 1" JUNCTION BOX
4. 120v POWER AND GROUND SOURCE BY GENERAL CON. UNLESS OTHERWISE NOTED
5. FINISH GRADE
6. STEEL CONDUIT TO 18" POST BURIED
DIRECT BURIAL WIRES TO CONTROL VALVE
7. CONTROL WIRE CONNECTIONS
8. COMMON WIRE CONNECTIONS

CONTROLLER DETAIL
WALL MOUNTED
NOT TO SCALE



NOTES:
THE IRRIGATION CON. IS TO SUPPLY AND INSTALL (2)-4" DIA. CONCRETE FILLED GALV. PIPE AS BOLLARDS TO PROTECT THE DEVICE IF THE ASSEMBLY IS INSTALLED WITHIN 3' OF ANY AUTO TRAFFIC AREA

THE IRRIGATION CON. IS RESPONSIBLE FOR ANY AND ALL REQUIRED FEES AND PERMITS

INSTALL R.P. ASSEMBLY PER ALL LOCAL CODES

SUPPLY AND INSTALL SPOOLMETAL CAGE AROUND THE R.P. DEVICE

PAINT THE R.P. ASSEMBLY AND CAGE TO MATCH THE WALL OR BLDG

REDUCED PRESSURE
PRINCIPLE ASSEMBLY
NOT TO SCALE

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(602) 265-0320

T.J.M. & ASSOCIATES EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT & OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION & CONSENT OF T.J.M. & ASSOCIATES

K & I
ARCHITECTS
INTERIORS
1050 N. CENTRAL AVE.
SUITE 300
PHOENIX, AZ 85004
PH: 602.262.5028
FAX: 602.262.5028

Another Quality Project By:
PDG AMERICA
SHOPPING CENTERS

Durango Plaza
N.E.C. OF 115TH AVENUE AND
LOWER BUCKEYE ROAD
AVONDALE, ARIZONA

REVISIONS

OWNERSHIP OF DOCUMENTS
DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT. THEY ARE NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO K & I ARCHITECTS AND INTERIORS.

SHEET TITLE:
LANDSCAPE
PLAN
(SP-135)
JOB NUMBER: 04512
DRAWN BY: HD
CHECKED BY: TJM
ISSUE DATE:

SHEET NUMBER:
L-0
1 OF 4

EXHIBIT G

Excerpt of the Draft Minutes of the regular Planning Commission meeting held January 18, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Edward Meringer, Commissioner
Alan Lageschulte, Chairperson

COMMISSIONER ABSENT:
Michael Alcorn, Commissioner

CITY STAFF PRESENT

David Fitzhugh, Interim Development Services Director
Mr. Scott Wilken, Acting Senior Planner
Ms. Megan Neal, Planner I
Mr. Dean Svoboda, Long Range Planning Director

APPLICATION	CU-06-6
APPLICANT	Mr. David Cardenas, Bollinger & Cardenas Architects, Inc. 3428 Indian School Road, Phoenix, Arizona 85018
REQUEST	The applicant is requesting a conditional use permit for child care in the Durango Park PAD zone district. The property is located at the northeast corner of Avondale Boulevard and Lower Buckeye Road. Staff Contact: Scott Wilken (623) 333-4016.

Mr. Wilken presented the staff report for CU-06-6 and DR-06-10 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the Conditional Use Permit and the Master Site Plan.

Chairperson Lageschulte asked if a traffic signal is planned for this intersection. Mr. Wilken stated yes and added that a stipulation has been included which requires the applicant to contribute up to ¼ of the cost.

Commissioner Copeland asked if staff had concern with Exhibit E. She felt there is not enough spacing between shops.

Mr. Wilken stated this has been reviewed by staff and that particular area will not be used for primary access. He indicated where the day care entrance would be located and also where the pedestrian traffic would be located. He added there will be 7 feet of landscaping provided. Mr. Wilken stated there is no direct access to the day care playground.

Chairperson Lageschulte stated a gate or fence could be constructed across the front of the facility to help deter someone from trying to gain access to one of the children.

Commissioner Grimsley asked if the alleyway behind shop A is designed for a walkway only. Mr. Wilken said yes, as the walkway is not designed to be large enough for vehicles.

Commissioner Iwanski referred to stipulation 9. He asked staff to indicate where the bus pullout would be located on the site plan.

Chairperson Lageschulte asked about the traffic crossing on Avondale Boulevard. Mr. Wilken stated the Traffic Division has reviewed this plan and has recommended that three lanes at the intersection would be required by demand in approximately 20 years. He said that traffic studies are conducted during non-event times to more accurately account for peak traffic hours.

Chairperson Lageschulte opened the public hearing.

Mr. Ruben Amato, 1727 West Earl Drive, Phoenix, Arizona, 85015, stated he is the architect for the Master Site Plan request. Mr. Amato felt this is a strong project for the City of Avondale and will provide some conveniences for the adjacent residential area. He stated he was available for questions.

Commissioner Grimsley asked if any thought was given to constructing the playground area so close to the rear of the shops.

Mr. Amato stated this is mainly an exit corridor and added it may not be utilized. He said the children will be supervised at all times. He felt the wrought iron would make it possible for the adults to monitor any activity taking place in the rear of the shops.

Commissioner Grimsley added he is concerned with employees of the other shops utilizing this area for smoke breaks.

Mr. Boris Gaedtke, 3428 East Indian School Road, stated this issue was discussed with staff. He said the view would be a metal view fence with masonry wall between the shops and the playground in order to provide more protection for the students.

Chairperson Lageschulte stated he was pleased with the masonry fence being included.

Commissioner Meringer asked if the alleyway would be opened or locked. Mr. Wilken said it would be an open corridor. He added there will be property security lighting.

Commissioner Webster asked if the local law enforcement would have an opportunity to review this plan. Mr. Wilken said yes, all city departments are given the opportunity to review the site plan. The Police Department did not express any concern this with plan.

Chairperson Lageschulte opened the public hearing. No one wished to address the audience. Chairperson Lageschulte closed the public hearing.

Commissioner Grimsley MADE a MOTION to recommend approval of the CU-06-6 to allow a conditional use permit for a child care center in the Durango Park PAD zone district subject to two staff recommended stipulations. Commissioner Iwanski seconded the MOTION.

Commissioner Copeland wanted to ensure the revised site plan would indicate the wrought iron wall would be masonry.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

Commissioner Iwanski MADE a MOTION to recommend approval of the DR-06-10 which is a request for Master Site Plan and Final Site Plan for pads A, B, and E of Durango Plaza, subject to the 14 stipulations recommended by staff. Commissioner Copeland seconded the MOTION.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

DEVELOPMENT SERVICES

SUBJECT:
Master Site Plan for Durango Plaza and Final Site Plan for pads A, B, and E (DR-06-10).

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Assistant City Manager 623-333-1014

THROUGH: Charlie McClendon, City Manager

REQUEST: Master site plan approval for Durango Plaza shopping center and final site plan approval for pads A, B, and E

PARCEL SIZE: 8.58 acres

LOCATION: Northeast corner of Avondale Boulevard and Lower Buckeye Road (See Exhibits A and B)

APPLICANT: Mark Bowker, K&I Architects

OWNER: PDG America

BACKGROUND:

The subject property is a commercial parcel in the Durango Park Planned Area Development (PAD). The subject property was annexed on March 15, 1999 and zoned AG (Agriculture). It was rezoned to PAD on March 15, 1999. The approved PAD allowed C-2 uses on the subject property. The Durango Park PAD contained no design guidelines for the C-2 commercial parcels. The residential portions of DurangoPark adjacent to the subject property have been built-out and are fully constructed with single family homes on individual lots.

SUMMARY OF REQUEST:

1. The applicant is requesting approval of a master site plan for the entire subject property (Exhibit D). The master site plan shows three buildings, two future pads, and a future Walgreens site.
2. The development will occur in phases. The applicant has requested Final Site Plan approval for the first phase which includes: a 12,804 square foot multi-tenant retail shop; a 25,737 square foot building for a daycare with an attached 32,567 square foot outdoor play area; and a 5,023 square foot bank. Each successive phase will require separate administrative review and approval to ensure conformance with the master site plan, Zoning Ordinance, and PAD zoning.
3. The daycare use requires a conditional use permit and will be presented as a separate application (CU-06-6).

4. Vehicle access will be provided by two full access driveways on Avondale Boulevard, and one full access driveway and one right-in/right-out driveway on Lower Buckeye Road. Cross access will be provided throughout the site. Deceleration lanes will be included at both entrances on Avondale Boulevard.
5. The proposed architecture is a modern southwest style (Exhibit F). All buildings include architectural treatment on all four sides of the building. The architecture contains variations in the roofline, flat roofs with cornices, variation of building heights, entrance features with columns, glass for light, and a great degree of variation in wall facades. Colors are earth tones and bronze (for metal accents). The materials are glass, painted aluminum, slate stone tile for accents and features, and stucco over masonry for main walls.
6. The future pads and future Walgreens site will be treated with a decomposed granite ground cover for dust control until development of those areas occurs.

7. The applicant has indicated that the property will be subdivided into the individual parcels. A final plat will be required.

PARTICIPATION:

A letter of notification and a copy of the site plan were mailed on March 10, 2006 to 111 property owners within 500 feet of the subject property. Notices were mailed to the LittletonSchool District superintendent and the Tolleson High School District director of facilities. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission considered this item at their meeting on January 18, 2007 and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:
1. The development shall conform to the master site plan date stamped January 5, 2007; the master landscape plan date stamped January 5, 2007; the elevations dated January 5, 2007; the material and color sample date stamped November 13, 2006; and Master Sign Package dated November 13, 2006 except as modified by these stipulations.
2. The final plans shall be revised to comply with the six Fire Prevention Division stipulations in the Fire Marshal's letter dated December 26, 2006 (Exhibit G)
3. Phase I of development shall include: all four driveways as shown on the master site plan and right-of-way landscaping for the entire site.
4. All undeveloped portions of the development shall be treated with decomposed granite for dust control until such time that those portions are developed.
5. The developer shall be responsible for a quarter of the costs associated with the design and construction of a traffic signal at the intersection of Avondale Boulevard and Lower Buckeye Road prior to issuance of any permits.
6. The developer shall lengthen the westbound left-turn lane on Lower Buckeye Road to 150-feet as recommended by the traffic study.
7. The developer shall install dedicated right-turn deceleration lanes at both project driveways for the northbound direction on Avondale Boulevard as recommended by the traffic study.
8. Construction plans shall include striping at the intersection of Avondale Boulevard and Lower Buckeye Road.
9. A transit stop that includes a bus pull-out bay and concrete pad per City of Phoenix standard details shall be constructed on the far side of the intersection for northbound traffic on Avondale Boulevard north of Lower Buckeye Road.
10. The wheelchair ramps connecting City sidewalks at all four driveways shall align with each other at designated crosswalks.
11. Final site plans for remaining pads shall be submitted to the Planning Division for administrative approval prior to construction plan review.
12. Final site plans shall substantially conform to the master landscaping, signage, and architectural plans for DurangoPlaza.
13. A final plat shall be required to subdivide the development.
14. Prior to or concurrent with recordation of a final plat, common covenants, conditions and restrictions (CC&Rs) shall be recorded. These CC&Rs shall address design standards for architecture, landscaping, maintenance, and cross access. A copy of the recorded CC&Rs shall be submitted to the City of Avondale Planning Division for review with the final plat.

During discussion, the Planning Commission questioned what type of wall will be built between the day care's playground and the walkway behind the shops building. The applicant clarified for the Commission that there will be a solid masonry wall separating the playground from the shops walkway (Exhibit H). Subsequent to the Planning Commission meeting, the site plan has been revised to clearly show this masonry wall.

ANALYSIS:

General Plan

· The site is designated Commercial in the General Plan. The existing PAD zoning is consistent with these plans. The type and scale of development is consistent with the General Plan and the approved PAD zoning.

Compatibility with Surrounding Land Uses

· The DurangoPark single-family residential subdivision is adjacent to the subject property to the north and east. The buildings proposed for Phase I will be a minimum of 100' from the property line adjacent to the residences. The proposed playground will be separated from the residences by 55' on the north and 65' on the east.
· There is an existing 6' screen wall along the north and east property lines. The proposed development will have a landscape buffer along the north and east property lines a minimum of 23' wide on the north and 31'10" on the east. The landscape buffer will contain a mix of 15 gallon and 24" box trees planted 20' on center.
· Refuse containers have been placed to be at least 40-50' from the residential property lines to minimize the impact on the surrounding properties.

Access, Circulation, and Parking

· The four proposed access points from Avondale Boulevard and Lower Buckeye Road will provide adequate access to the site.
· The master site plan provides a total of 312 parking spaces that includes 15 handicap accessible spaces for the five buildings excluding Walgreens. The Walgreens site shows 66 parking spaces that includes 4 handicap accessible spaces. This exceeds the amount of parking required by the Zoning Ordinance.
· The developer will be responsible for completing the deceleration lanes and landscaping in the right-of-way along Avondale Boulevard and Lower Buckeye Road as part of Phase 1.
· The four proposed driveways will provide adequate access to the site. A stipulation is recommended by staff to require that all four driveways, as well as their drive aisles internal to the site, be constructed in full as part of the initial construction phase of the project.
· The developer will be required to contribute up to ¼ of the cost of a future traffic signal at the intersection of Avondale Boulevard and Lower Buckeye Road.
· The Traffic Engineering Division is recommending four stipulations based on the findings of the traffic study. These stipulations will be incorporated into the final engineering plans.
· The public sidewalk wheelchair ramps at all four driveways on the site plan do not align with the paved and striped crosswalks. Staff is recommending a stipulation to correct this on final plans.

Landscaping and Screening

· A master landscape plan has been provided (Exhibit E). Right-of-way landscaping is included in the preliminary landscape plan and is required as part of the development of the site. Final landscape plans will be submitted and approved by staff prior to the issuance of a building permit.
· The master landscape plan is proposed to be a xeriscape theme using plants from the Arizona Department of Water Resources list. The landscape plan meets City Standards and will compliment the adjacent property and further the character of the development.
· The applicant is proposing 3 foot screen walls to screen the parking. The screen walls are sections of masonry block painted to match the building colors alternating with sections stuccoed to match the building colors.
Building Elevations
· The architecture, materials and colors for the proposed bank, multi-tenant retail and the daycare are complementary to one another. Staff recommends a stipulation that all future buildings within the development be required to share the architectural theme established by approval of this master site plan. (Exhibit F)

Signage

· The signage proposed in the master sign plan complies with the requirements of the Zoning Ordinance. The master sign plan allows two monument signs of 12 feet height, plus 2 feet of architectural embellishment, not to exceed 80 square feet in area. The monument signs' architecture, color and materials closely match the design of the buildings. The master sign plan also establishes locations, sizes, and materials for wall mounted signage.

Fire Department Stipulations

City of Avondale Fire Prevention Division has recommended approval of the master site plan with six

conditions (Exhibit G). These conditions relate to the location of fire hydrants, standard backflow prevention device design, and construction water system.

FINDINGS:

The proposed site plan meets the following findings with the proposed stipulations:
· It meets the land use and design objectives of the General Plan.
· It is consistent with the requirements of the Durango Park PAD zoning.
· It is in conformance with the City of Avondale Zoning Ordinance.

RECOMMENDATION:

Staff recommends that the City Council APPROVE application DR-06-10, a request for master site plan approval for Durango Plaza, and final site plan approval for Shops 'A,' Daycare 'B' and Bank 'E,' subject to the fourteen stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application DR-06-10, a request for master site plan approval for Durango Plaza, and final site plan approval for Shops 'A,' Daycare 'B' and Bank 'E,' subject to the fourteen stipulations recommended by the Planning Commission.

ATTACHMENTS:

Click to download

- DR-06-10 Durango Plaza Exhibits A-H

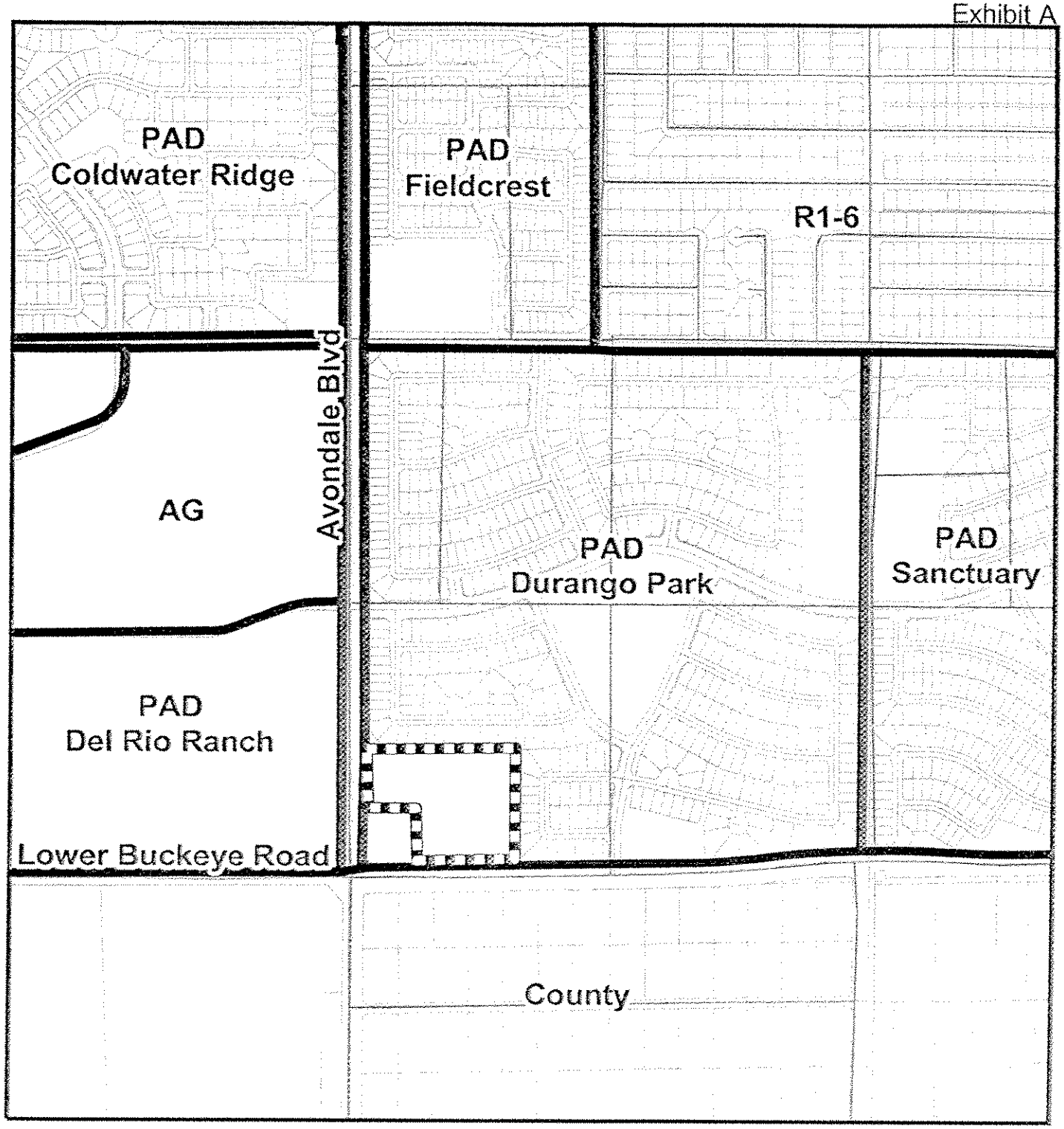
FULL SIZE COPIES (Council Only):

Master Site Plan dated January 5, 2007 (24 X 36); Landscape Plan date stamped January 5, 2007 (24 X 36); Color Elevations date stamped January 5, 2007 (24 X 36); Black and White Elevations date stamped January 5, 2007(24 X 36)

PROJECT MANAGER:

Scott Wilken, Acting Senior Planner (623) 333-4016

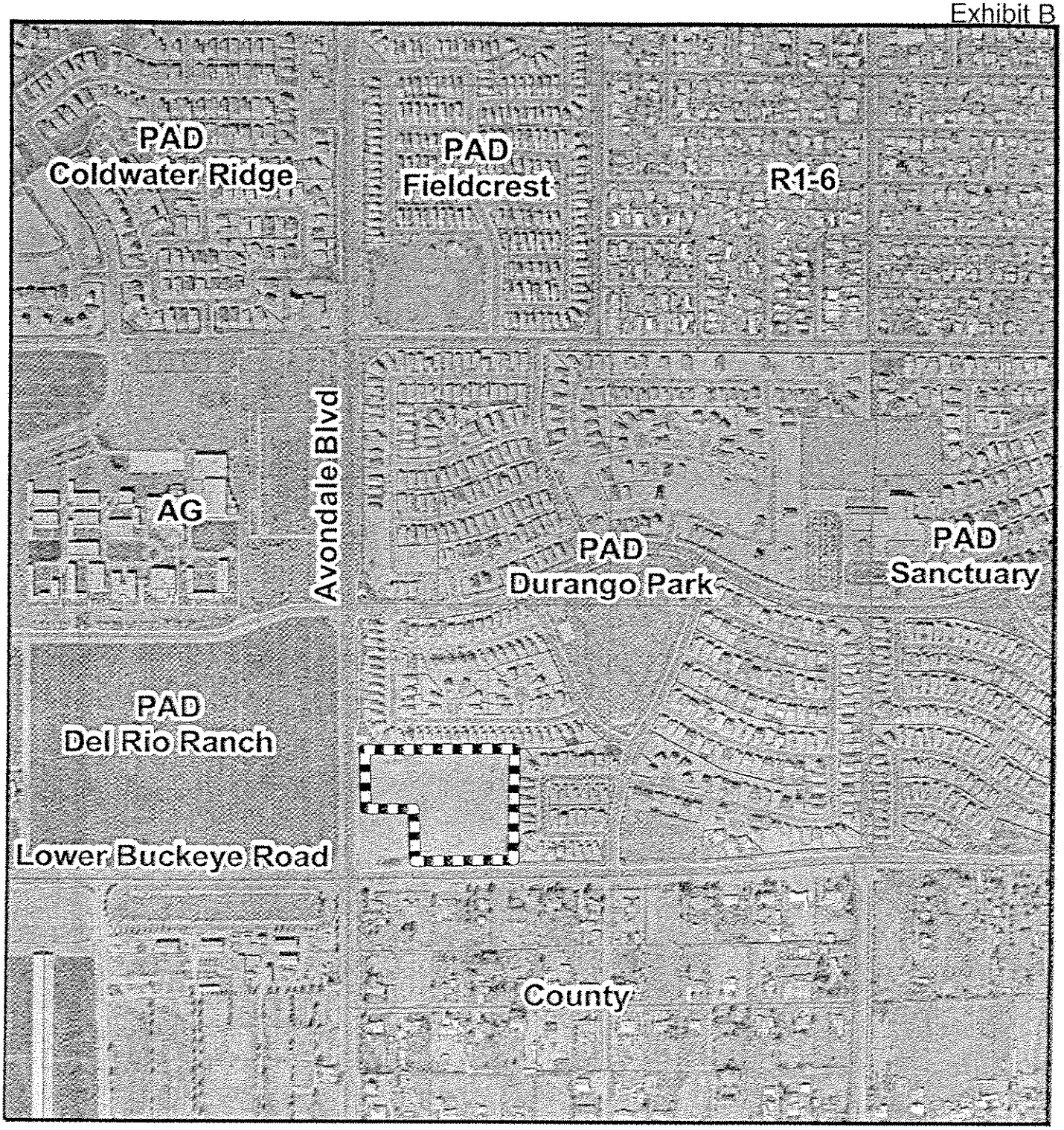
Exhibit A



Zoning Vicinity Map
DR-06-10

Subject Property

Exhibit B



Aerial Photo
DR-06-10

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION DR-06-10

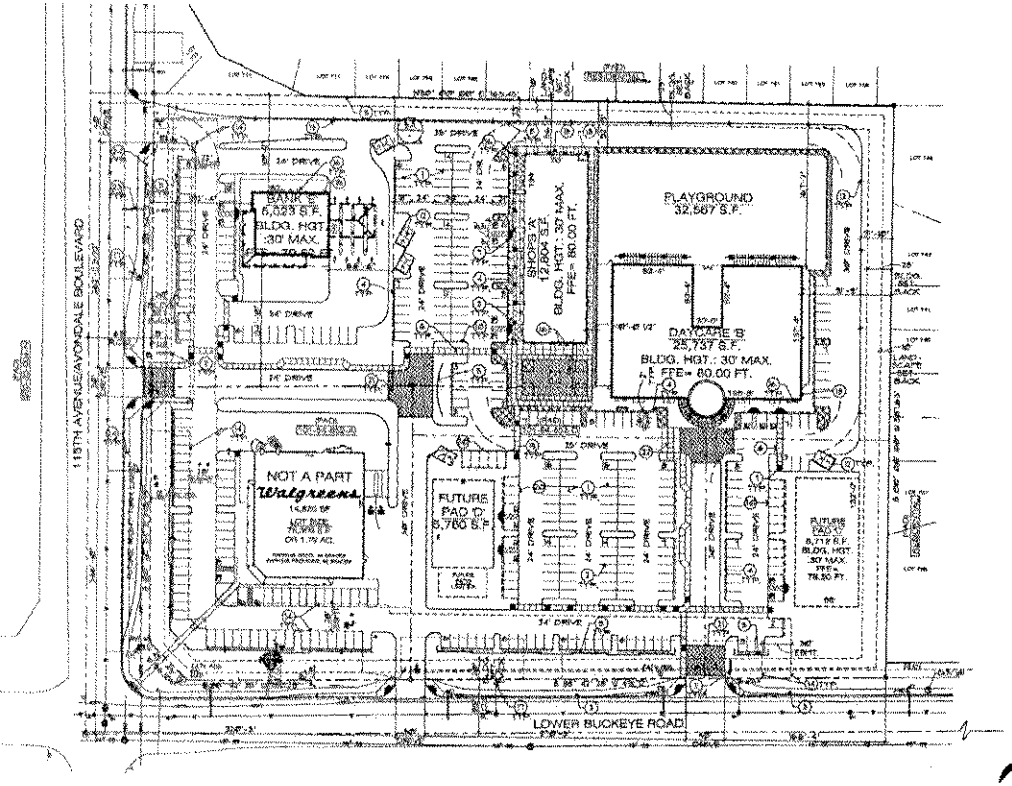
THE PROPERTY	
PARCEL SIZE	8.58 acres
LOCATION	Northeast Corner of Avondale Boulevard and Lower Buckeye Road
PHYSICAL CHARACTERISTICS	Site is relatively flat
EXISTING LAND USE	Vacant
EXISTING ZONING	Planned Area Development District (PAD)
ZONING HISTORY	The parcels were rezoned from Agricultural (AG) to Planned Area Development (PAD) on March 15, 1999
DEVELOPMENT AGREEMENT	The Development Agreement for this property was approved on March 1, 1999. There are no outstanding issues.

SURROUNDING ZONING AND LAND USE	
NORTH	Single family residential, zoned PAD (Durango Park)
EAST	Single family residential, zoned PAD (Durango Park)
SOUTH	Single family residential, Maricopa County
WEST	Single family residential, zoned PAD (Del Rio Ranch)
GENERAL PLAN	
The subject property is designated as Commercial on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton and Tolleson Union Schools
ELEMENTARY SCHOOLS	Quentin Elementary (K-6)
JUNIOR HIGH SCHOOL	Underdown Jr. High (7-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Lower Buckeye Road	
Classification	Arterial
Existing half street ROW	64-73 feet (varies)
Standard half street ROW	65 feet
Existing half street improvements	1 paved travel lanes in each direction, curb, gutter, and sidewalk.
Standard half street improvements	2.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2.5 paved travel lanes, curb, gutter, and partial sidewalk.
Standard half street improvements	2.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.

UTILITIES
A 12" waterline runs along the south side in Lower Buckeye Road. A 24" waterline runs along the east side in Avondale Boulevard. There is an existing 15" sewer line in Lower Buckeye Road and an existing 15" sewer line in Avondale Boulevard.



PROJECT TEAM

OWNER/DEVELOPER

NEC 115th AVE. & L. BUCKEYE, L.L.C.
8777 N. GAINEY CENTER DR.
SUITE #101
SCOTTSDALE, AZ 85258
PHONE: 480.902.3900
FAX: 480.902.3905
CONTACT: ANDY KRAGIC

ARCHITECT

K&I ARCHITECTS AND INTERIORS, L.L.C.
1660 N. CENTRAL AVE
SUITE 300
PHOENIX, ARIZONA 85004
PHONE: 602.200.5000
FAX: 602.200.5005
CONTACT: MARK A. BONNER

PROJECT DATA

ADDRESS: N.E.C. OF 115TH AVENUE AND LOWER BUCKEYE ROAD AVONDALE, ARIZONA

PROPOSED USE: MIXED-USE

EXISTING ZONING: PAD

OCCUPANCY TYPES: MIXED

MASTER SITE DATA
GROSS SITE AREA: 913,776 S.F. (6.56 AC.)

NET SITE AREA

SHOPS 'A'	62,583 S.F. (1.44 AC.)
DAYCARE 'B'	114,735 S.F. (2.63 AC.)
FUTURE PAD 'C'	46,104 S.F. (1.06 AC.)
FUTURE PAD 'D'	76,820 S.F. (1.76 AC.)
BANK 'E'	14,729 S.F. (0.34 AC.)
TOTAL	313,770 S.F. (6.56 AC.)

BUILDINGS

SHOPS 'A'	12,804 S.F.
DAYCARE 'B'	25,737 S.F.
FUTURE PAD 'C'	8,712 S.F.
FUTURE PAD 'D'	8,780 S.F.
FUTURE PAD 'D' PATIO	1,806 S.F.
BANK 'E'	5,223 S.F.
TOTAL	63,062 S.F.

BUILDING COVERAGE: 14.8%

PARKING	REQUIRED	PROVIDED	ADD. REQD.	ADD. PROV.
SHOPS 'A'	43 SPACES	78 SPACES	4 SPACES	4 SPACES
DAYCARE 'B'	83 SPACES	41 SPACES	8 SPACES	8 SPACES
FUTURE PAD 'C'	29 SPACES	32 SPACES	2 SPACE	2 SPACES
FUTURE PAD 'D' + PATIO	36 SPACES	115 SPACES	4 SPACES	8 SPACES
BANK 'E'	20 SPACES	42 SPACES	2 SPACES	2 SPACES
TOTAL	330 SPACES	308 SPACES	18 SPACES	13 SPACES

OPEN SPACE (MIN. 8% OF GROSS S.F.)
PROPOSED OPEN SPACE: 18,858 S.F.

LANDSCAPING (MIN. 10% OF NET S.F.)
PROPOSED LANDSCAPING: 32,577 S.F.

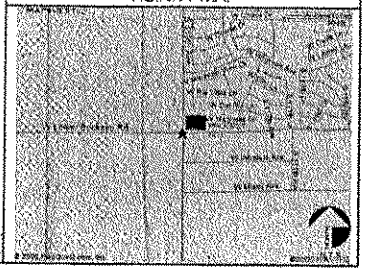
LEGAL DESCRIPTION

A PORTION OF TRACT H, DURANGO PARK, AS RECORDED IN BOOK 380 OF MAPS, PAGE 45, PCR, A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

KEYNOTES

1. ASPHALT PAVING
2. 4" WIDE PARKING STRIPE
3. 5' WIDE CONCRETE SIDEWALK
4. 1'-6" PARKING OVERHANG
5. 6'-0" HIGH SITE SCREEN WALL. SEE ADDITIONAL INFO. ON DTL. SH.
6. ACCESSIBLE PEDESTRIAN PATH - STAMPED CONCRETE
7. ACCESSIBLE RAMP - PER A.D.A.
8. TRUCK TURNING RADIUS - 35' INTERIOR RADIUS/55'EXTERIOR RADIUS
9. 6'-0" HIGH SITE SCREEN WALL
10. CONCRETE CURB
11. MONUMENT SIGNAGE - SITE MASTER SIGN PACKAGE
12. REFUSE SHALL ORIENT TO COMPLY W/ C. O. AVONDALE STANDARD DETAIL
13. POLE MOUNTED LIGHT FIXTURE
14. CROSS ACCESS EASEMENT
15. PROPOSED LOCATION FOR R.E.S. (SERVICE ENTRANCE SECTION)
16. SURFACE MOUNT BIKE RACK, SEE DETAIL #/-
17. FIRE HYDRANT
18. FIRE DEPARTMENT CONNECTION
19. CONC. SIDEWALK FLUSH W/ ASPHALT PAVING PEDESTRIAN ACCESS PATH
20. EXTENDED CONCRETE CURB
21. ENHANCED DRIVEWAY ACCENTS CONCRETE TO MATCH EXISTING
22. INLET-UP ASPHALT SPEED RAMP WITH 5' CONCRETE PATH
23. EXISTING LIGHT FIXTURE
24. EXISTING CONCRETE SIDEWALK

VICINITY MAP



K & I ARCHITECTS INTERIORS

Another Quality Project By:
PDG AMERICA
SHOPPING CENTERS

Durango Plaza

N.E.C. OF 115TH AVENUE AND LOWER BUCKEYE ROAD
AVONDALE, ARIZONA

REVISIONS

NO.	DESCRIPTION	DATE

OWNERSHIP OF DOCUMENTS

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT. THEY ARE NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO K & I ARCHITECTS AND INTERIORS.

SHEET TITLE
MASTER SITE DEVELOPMENT PLAN (SP-24)

JOB NUMBER: 04-012
DRAWN BY: NA
CHECKED BY: MAB
ISSUE DATE: 02.07.05

SHEET NUMBER
MS

EXHIBIT D

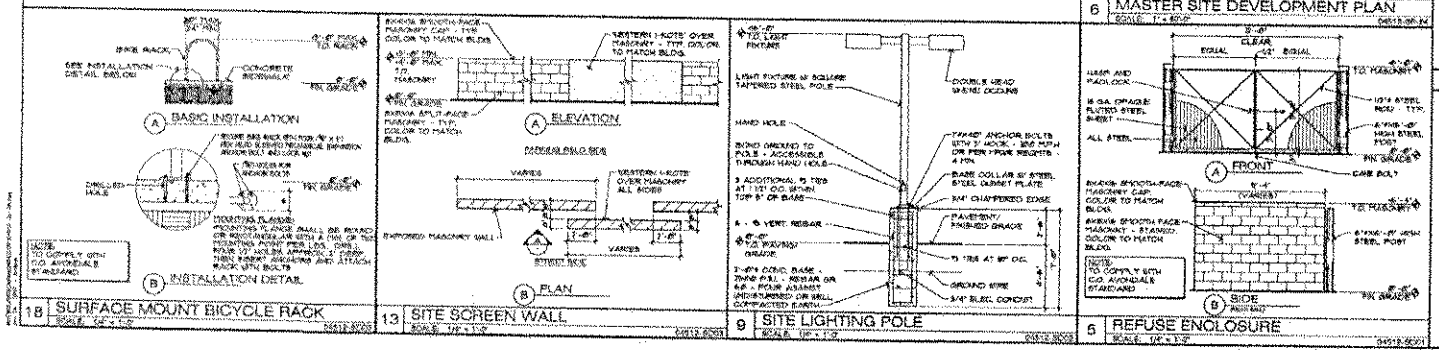
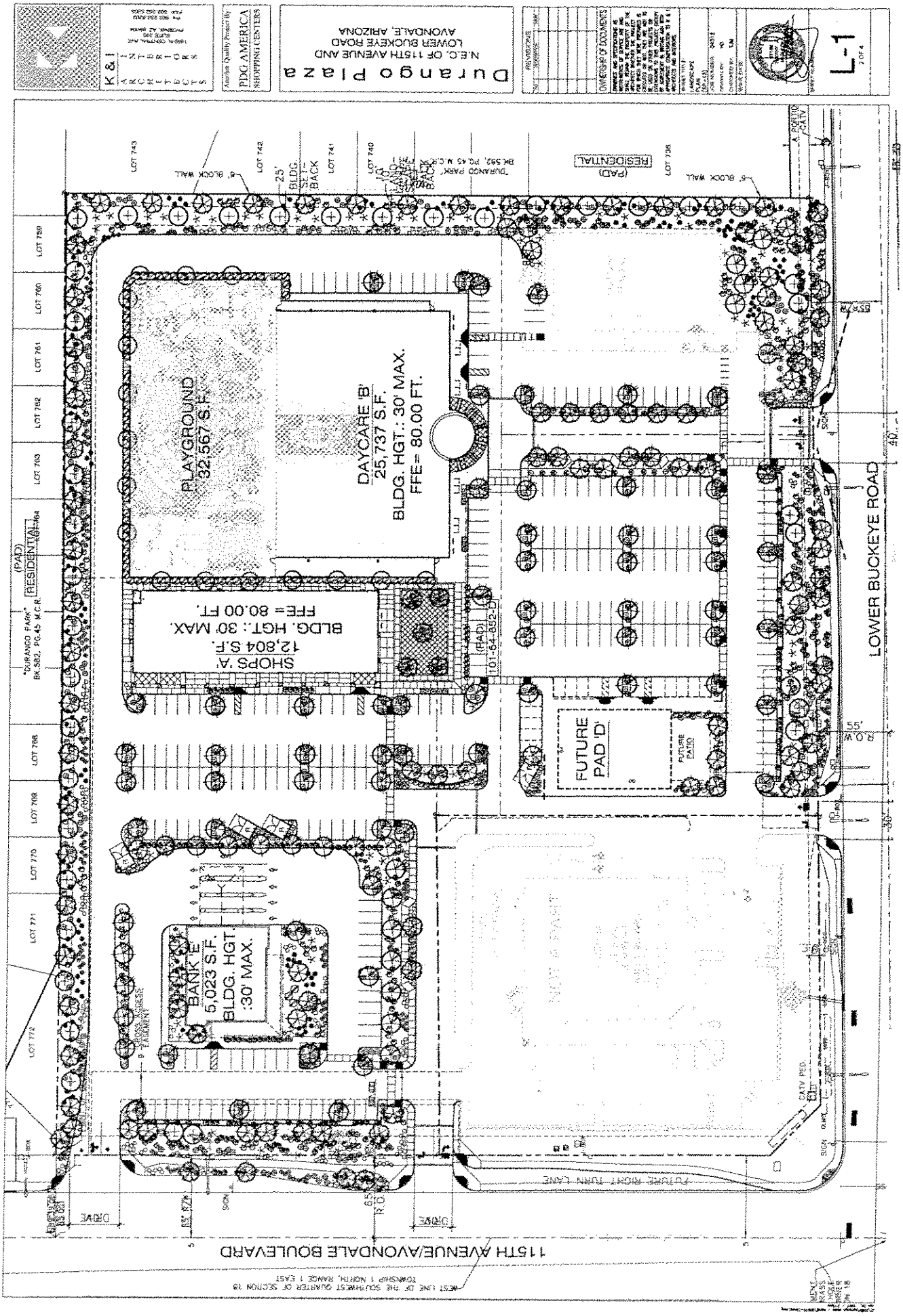


Exhibit E


K & I
ARCHITECTS
PDC AMERICA
SHOPPING CENTERS
Durango Plaza
N.E.C. OF 115TH AVENUE AND
LOWER BUCKEYE ROAD
AVONDALE, ARIZONA
L-1
PLAYGROUND
32,567 S.F.
DAYCARE 'B'
25,737 S.F.
BLDG. HGT.: 30' MAX.
FFE= 80.00 FT.
SHOPS 'A'
12,804 S.F.
BLDG. HGT.: 30' MAX.
FFE= 80.00 FT.
FUTURE
PAD 'D'
BANK 'E'
5,023 S.F.
BLDG. HGT
:30' MAX.
LOWER BUCKEYE ROAD
115TH AVENUE/AVONDALE BOULEVARD
RESIDENTIAL
(PAD)
LOT 743
LOT 742
LOT 741
LOT 740
LOT 739
LOT 760
LOT 761
LOT 762
LOT 763
LOT 764
LOT 765
LOT 766
LOT 768
LOT 770
LOT 771
LOT 772
6' BLOCK WALL
25' BLDG SET-BACK
DRIVE
FUTURE RIGHT TURN LANE
55' R.O.W.
65' R.O.W.

LANDSCAPE MAINTENANCE NOTES:

1. THE CONTRACTOR SHALL MAINTAIN THE SYSTEM IN PROPER WORKING ORDER FOR FORTY FIVE (45) CALENDAR DAYS FROM THE OWNER APPROVED DATE OF SUBSTANTIAL COMPLETION.
2. MAINTENANCE SHALL INCLUDE THE SETTING OF IRRIGATION HEADS TO PROPER FINISH GRADES AFTER TURF HAS BEEN ESTABLISHED.
3. MAINTENANCE SHALL INCLUDE ANY BUBBLER/RISER ADJUSTMENT REQUIRED TO ALLOW THE IRRIGATION SYSTEM TO OPERATE PROPERLY.
4. MAINTENANCE SHALL INCLUDE ANY NECESSARY IRRIGATION CONTROLLER ADJUSTMENTS TO THE WATERING TIMETABLE DURING THE FORTY FIVE (45) DAY PERIOD.
5. MAINTENANCE SHALL INCLUDE ANY AND ALL REPAIRS DUE TO AN IRRIGATION PIPELINE BREAK. THIS IS TO INCLUDE EROSION DAMAGE, PLANT REPLACEMENT, GRANITE REPLACEMENT, GRADING, IRRIGATION REPAIRS, AND ANY DAMAGE TO ADJACENT CONCRETE, A.C. PAVEMENT, FENCES, ETC. AS A RESULT OF THE FLOODING AND/OR EROSION CAUSED BY THE IRRIGATION BREAK. EROSION REPAIR DUE TO OVER WATERING SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL MAINTENANCE REPAIRS ARE TO BE PAID AT THE CONTRACTOR'S EXPENSE.
6. AT THE END OF THE MAINTENANCE PERIOD A FINAL COMPLETION, ON SITE WALK-THROUGH INSPECTION SHALL TAKE PLACE BETWEEN THE OWNER, LANDSCAPE ARCHITECT, AND CONTRACTOR. ANY MISSING AND/OR DAMAGED BUBBLERS AND/OR RISERS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. NO MORE THAN 50% OF THE LANDSCAPING FRONTING ON A STREET MAY BE USED FOR STORM WATER RETENTION UNLESS THE BASINS INCLUDE EXCEPTIONAL DESIGN OR SHALLOWNESS.

PLANT GUARANTEE AND REPLACEMENT

1. GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL SHRUB MATERIAL TO BE IN VIGOROUS HEALTHY CONDITION FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM THE OWNER APPROVED DATE OF SUBSTANTIAL COMPLETION.
   ALL TREES SHALL BE GUARANTEED TO BE VIGOROUS/HEALTHY CONDITION FOR A PERIOD OF (1) YEAR FROM THE OWNER APPROVED DATE OF SUBSTANTIAL COMPLETION.
2. REPLACEMENT: ANY PLANT UNDER THIS SPEC WHICH IS DEAD, MISSING, UNHEALTHY, OR OTHERWISE NOT ACCEPTABLE AND NOT IN SATISFACTORY GROWING CONDITION DURING CONSTRUCTION MAINTENANCE PERIOD, OR AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM SITE AND REPLACED WITH A SUITABLE, ACCEPTABLE PLANT AS SPECIFIED WITHIN FIVE (5) DAYS.

IRRIGATION NOTE:

1. ALL BUBBLERS ARE TO BE LOCATED IN THE PLANTING WELLS. EACH SHRUB SHALL HAVE ONE (1) EA. .25 GPM INSTALLED 4 TO 6 INCHES FROM THE PLANT. EACH TREE SHALL HAVE TWO (2) EA. .5 GPM, INSTALLED 10 TO 12 INCHES FROM THE PLANT ONE ON EACH SIDE, IN LINE WITH THE CENTER OF THE PLANT. THE TOP OF THE IRRIGATION BUBBLER SHALL BE INSTALLED TO A HEIGHT OF 2" ABOVE THE BOTTOM OF THE TREE WELL FINISH GRADE.

NOTE

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE CONSTRUCTION SPECS. CURRENTLY ON FILE AT THE CITY OF AVONDALE DEVELOPMENT SERVICES DEPT. ENGINEERING DIVISION.

SHEET INDEX

L-1.0 COVER SHEET
L-2.0 LANDSCAPE PLAN
L-3.0 FUTURE IRRIGATION PLAN
L-4.0 FUTURE SPECIFICATIONS

PRE-EMERGENT NOTE

DUE TO CONFLICTS BETWEEN OWNER'S AND CONTRACTOR'S WE ARE NOW REQUIRING THAT THE ENTIRE PRE-EMERGENT APPLICATION PROCESS BE VIDEO TAPED. VIDEO TAPE IS TO BE VIEWED BY THE LANDSCAPE ARCHITECT. IF VIDEO TAPPING IS NOT PERFORMED ANOTHER APPLICATION SHALL BE PROVIDED WITH VIDEO TAPPING.

LIABILITY NOTE

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS

LANDSCAPE LEGEND

CERCIDIUM PRAECOX
SONORAN PALO VERDE
24" BOX (MATCHING)

ACACIA SALICINA
WILLOW ACACIA
24" BOX

DALBERGIA SISSOO
SISSOO
24" BOX

CERCIDIUM FLORIDUM
BLUE PALO VERDE
15 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON

NERIUM OLEANDER 'PETITE PINK'
PETITE OLEANDER
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON

RUELLIA PENINSULARIS
BAJA RUELLIA
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'WHITE CLOUD'
5 GALLON

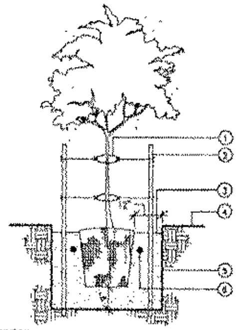
AGAVE VILMORIANA
OCTOPUS AGAVE
5 GALLON

LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON

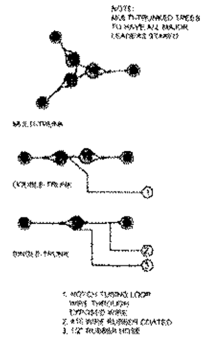
LANTANA MONTEVIDENSIS
'TRAILING PURPLE'
1 GALLON

ACACIA REDOLENS
'DESERT CARPET' tm
1 GALLON

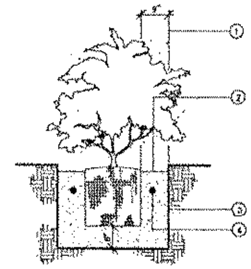
1/2" MINUS MADISON GOLD
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS



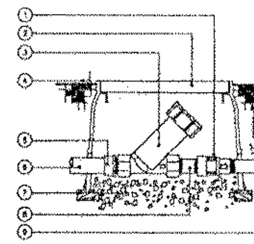
DOUBLE STAKING DETAIL



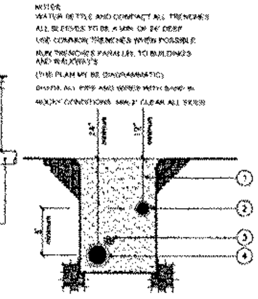
TREE GUYING DETAIL



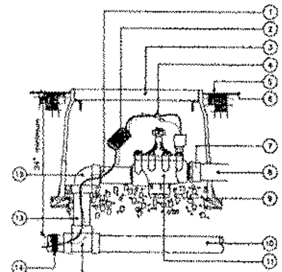
SHRUB PLANTING DETAIL



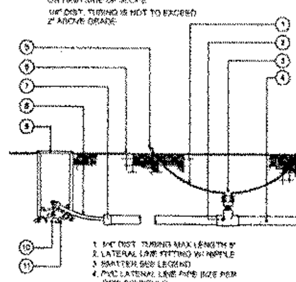
DRIP ASSEMBLY DETAIL
NOT TO SCALE



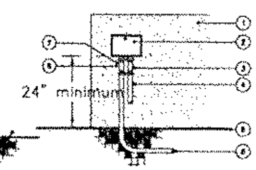
TRENCHING DETAIL
NOT TO SCALE



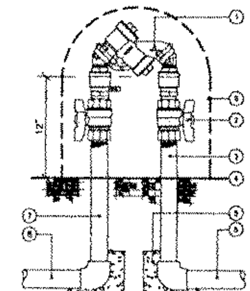
CONTROL VALVE DETAIL
NOT TO SCALE



EMITTER DETAIL
NOT TO SCALE



CONTROLLER DETAIL
WALL MOUNTED
NOT TO SCALE



REDUCED PRESSURE
PRINCIPLE ASSEMBLY
NOT TO SCALE

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(602) 265-0320

K & I
ARCHITECTS
INTERIORS

Another Quality Project By:
PDG AMERICA
SHOPPING CENTERS

Durango Plaza

N.E.C. OF 115TH AVENUE AND
LOWER BUCKEYE ROAD
AVONDALE, ARIZONA

REVISIONS

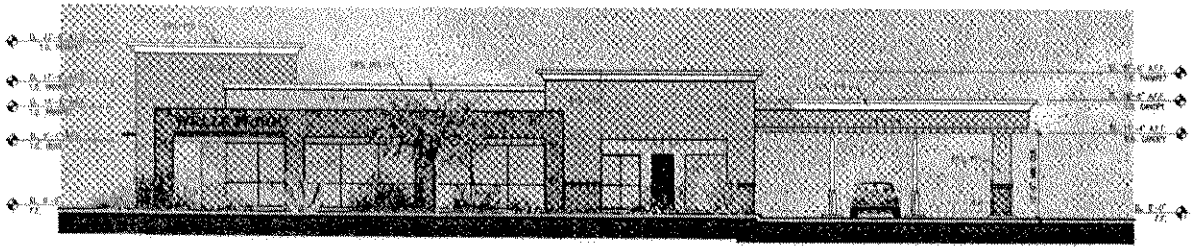
OWNERSHIP OF DOCUMENTS

SHEET TITLE
LANDSCAPE
PLAN

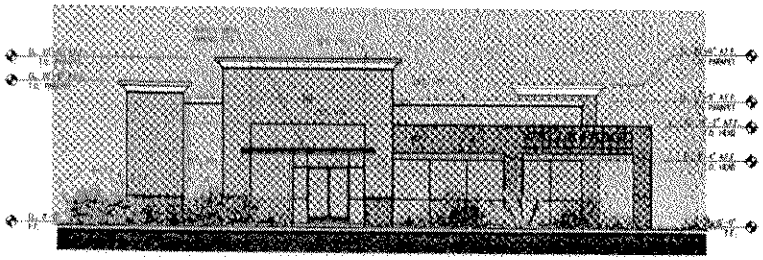
JOB NUMBER: 04512
DRAWN BY: HD
CHECKED BY: TJM

L-0

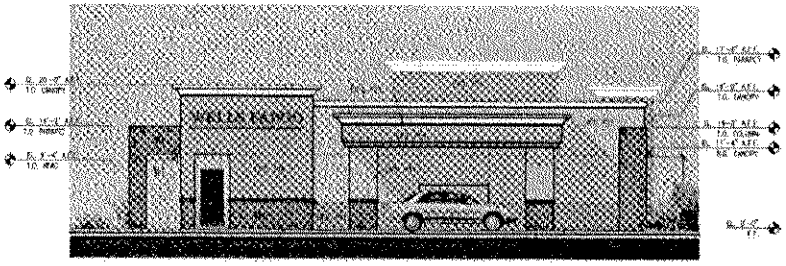
1 OF 4



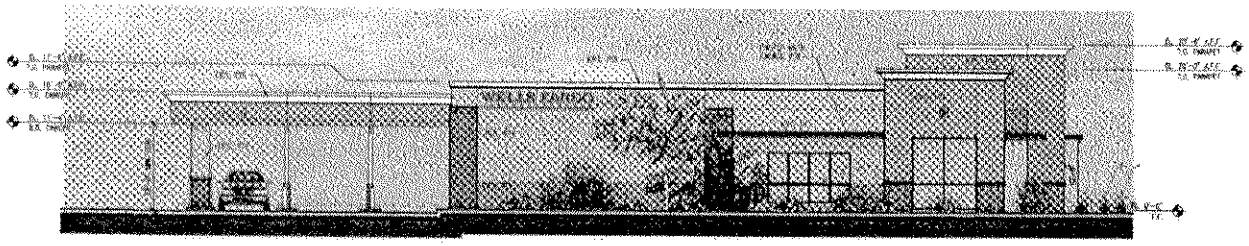
1 SOUTH ELEVATION



2 WEST ELEVATION



3 EAST ELEVATION



4 NORTH ELEVATION

EXTERIOR FINISH SCHEDULE

[illegible]		HIGH PERFORMANCE CLEAR GLASS
[illegible]		ALUMINUM STOREFRONT DARKEDED "DARK BRONZE" ALUMINUM
[illegible]		SLATE TILE (ARIZONA TILE) "SALADO OMEGA" 16"x16"
[illegible]		CLEAR SEALER DENSIT "MAD SEALER"
[illegible]		DARK SEALER DENSIT "WEATHER SEALER"
[illegible]		DARK SEALER DENSIT "SEAL"
[illegible]		DARK SEALER DECTAD DENSIT "SEAL"
[illegible]		DARK SEALER DENSIT "DENSIFLOTE"

CLIENT

DURANGO PLAZA
NEC 115TH AVE. + LOWER BUCKEYE RD
AVONDALE, ARIZONA

DESIGNER

DMJM DESIGN | AECOM

2777 EAST CAMELBACK ROAD, SUITE 200
PHOENIX, ARIZONA 85016
T: 602-337-2700 F: 602-337-2820
www.dmjmh.o.aecom.com

CONSULTANTS

REGISTRATION

ISSUE

MARK	DATE	DESCRIPTION

PROJECT NO. 032.6000.XXXX
DRAWN BY:
CHECKED BY:

KEY PLAN

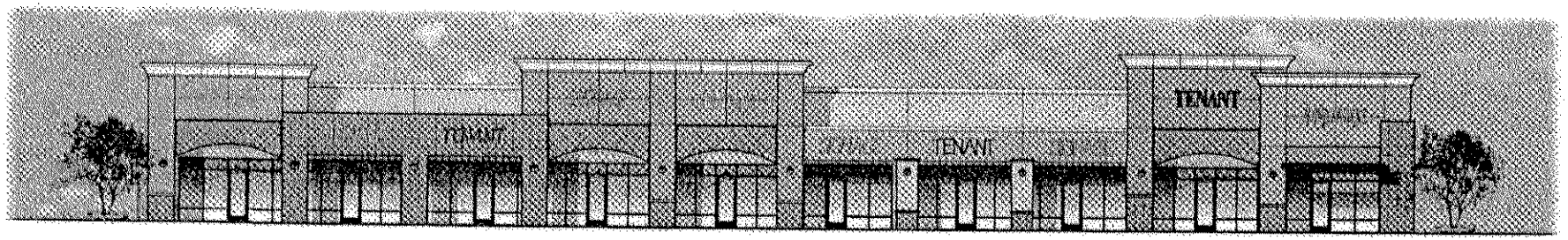
EXHIBIT F

SHEET TITLE

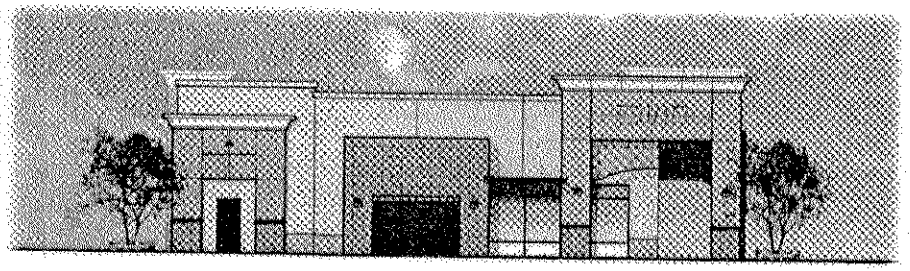
EXTERIOR ELEVATIONS

SD-1A

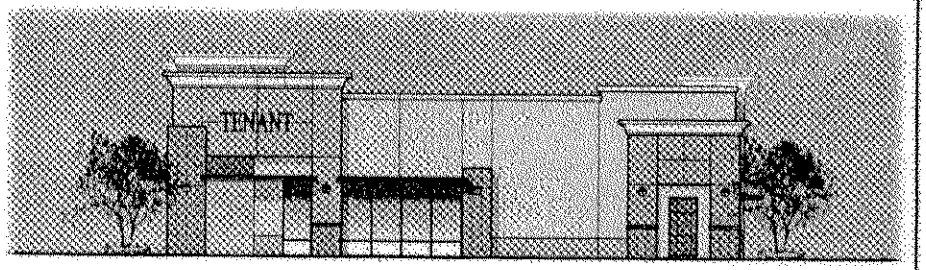
© 2015 DMJMH, Inc. Rev. 2003-1



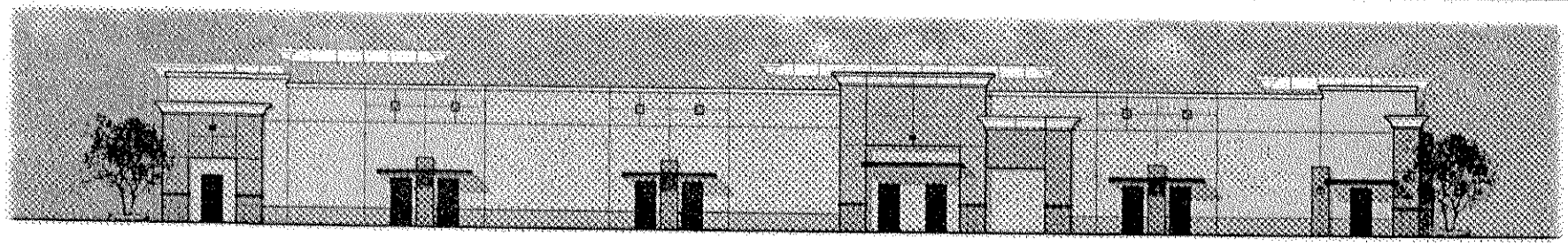
4 WEST ELEVATION (FRONT)



11 NORTH ELEVATION (LEFT)



3 SOUTH ELEVATION (RIGHT)



2 EAST ELEVATION (REAR)

MATERIAL/COLOR SCHEDULE

MATERIALS	COLORS
1. WESTERN LIGHT OVER PARGHET - [illegible] 2. WESTERN LIGHT OVER PARGHET BACKED METAL LATH ON EXT. GRADE PLYWOOD SHEATHING ON FRAME - [illegible] A. PROPOSED TENANT SIGNAGE LOCATION - [illegible] 4. STONE TILE VENEER 5. PAINTED DECORATIVE METAL GRID 6. BUILDING BEYOND 7. ALUMINUM STOREFRONT - FACTORY APPLIED FINISH 8. ALUMINUM DOOR - FACTORY APPLIED FINISH 9. HOLLOW METAL DOOR AND FRAME - PAINTED 10. 4" HIGH ADHESIVE APPLIED SUITE NUMBER / "SUITE" 11. [illegible] (MAINTENANCE ENTRANCE) MOTIFS - PAINTED 12. WALL MOUNTED LIGHT FIXTURE 13. 1 HOT STUCCO SOFFIT TRIM 14. STUCCO / PARGHET CONTROL JOINT 15. 2" C-CHANNEL STEEL, ALIGNED WITH PERFORATED PANEL INFILL 16. 24" HIGH CORNICE - SMOOTH 17. 1 HOT STUCCO SOFFIT TRIM 18. 4'x8' LANDSCAPE TRELLIS - "GREEN SCREEN"	- PAINT (TOWN SONORAN) A1. DRAFT - "SAND DOLLAR" A2. DRAFTING - "SIDEWIN GRAY" A3. DRAFTS - "WEATHER BOARD" A4. DRAFTS - "CROPLETS" A5. DRAFTS - "TOAST" - ALUMINUM STOREFRONT (FLAMEFIN) B1. "DARK BRONZE" ALUMINUM - HONED BLACK TILE (ARIZONA TILE) C1. "BLACK GOLDEN GREEN"

NOTE: ALL ROOFTOP MECHANICAL UNITS TO BE SCREENED BY BUILDING PARAPET

K & I ARCHITECTS INTERIORS

Another Quality Project By:
PDG AMERICA SHOPPING CENTERS

Durango Plaza

N.E.C. OF 115TH AVENUE AND LOWER BUCKEYE ROAD
AVONDALE, ARIZONA

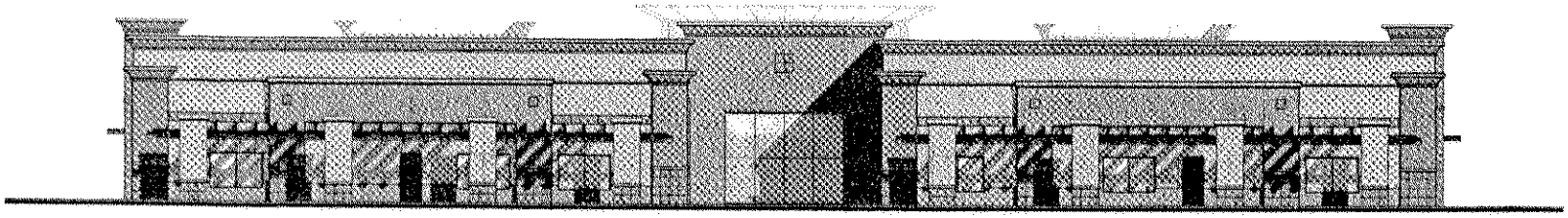
REVISIONS

OWNERSHIP OF DOCUMENTS

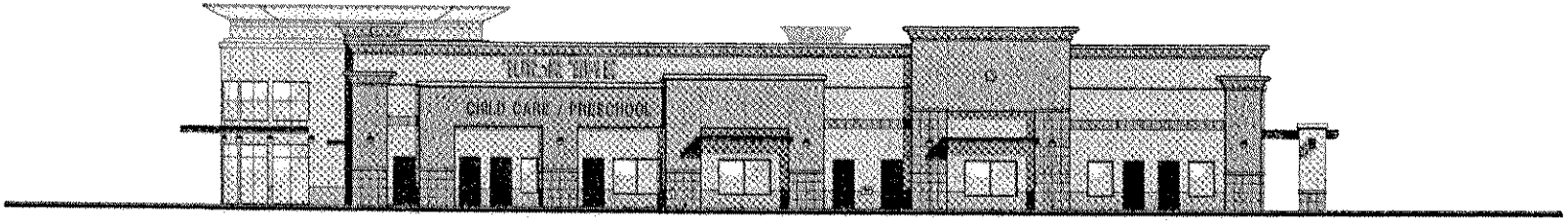
SHEET TITLE: EXTERIOR ELEVATIONS

JOB NUMBER: [illegible]
DRAWN BY: [illegible]
CHECKED BY: [illegible]
ISSUE DATE: [illegible]

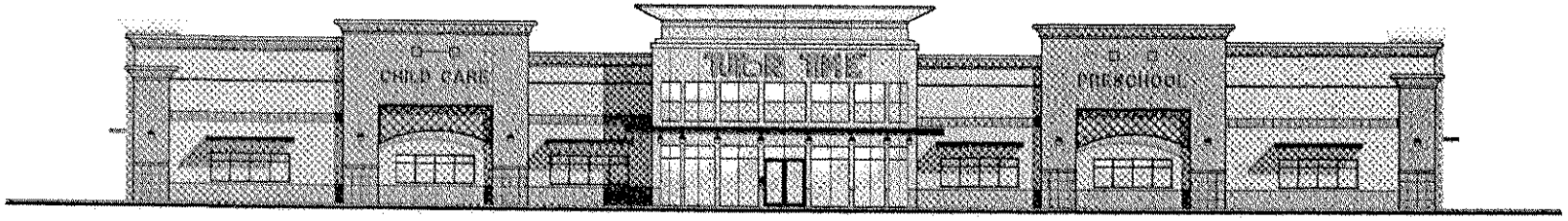
SHEET NUMBER: A2.1



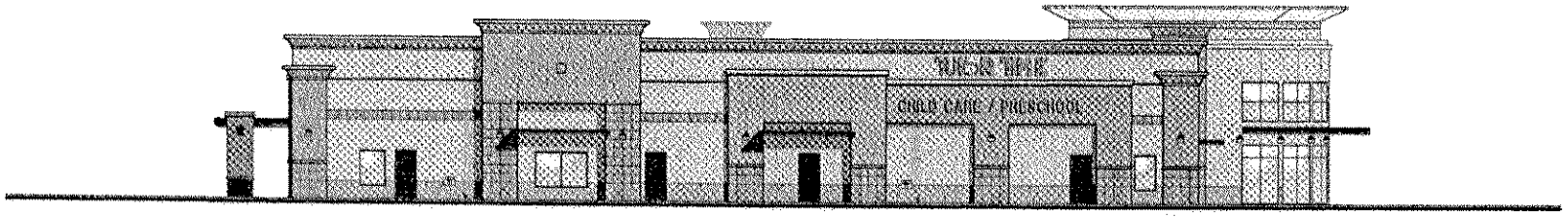
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

PRELIMINARY - Not for Construction or Recording

PROJECT NAME
TUTOR TIME CHILD CARE & LEARNING CENTER
N.E.C. of 115TH AVENUE & LOWER BUCKEYE ROAD
AVONDALE, ARIZONA

BCA

Bollinger + Cardenas Architects, Inc.
Architecture Planning Interiors Project Management
3428 E. Indian School Road
Phoenix, Arizona 85018-2113
Tel: (602) 957-9208 Fax: (602) 954-9577

PRELIMINARY ELEVATIONS

REVISIONS:

SCALE : 1/8"=1'-0"
DATE : 9/27/06
JOB # : 102505

☐ SCHEMATIC DESIGN
■ DESIGN DEVELOPMENT
☐ CONST. DOCUMENTS
☐ BID/PRICING PACKAGE
☐ CONSTRUCTION ISSUE

SHEET:
A-3.0
OF # SHEETS

Exhibit G

Fire Prevention Division

11465 W. Civic Center Drive
Avondale, Arizona 85323
Phone: (623) 478-3163
Fax: (623) 478-3825
www.avondale.org

Date: December 26, 2006

Project: Durango Plaza

Applicant: Metro Land Consultants

Plan Set: Preliminary Water Plans & Design Report

Reviewed By: Roger Parker, Fire Marshal

Avondale Fire Rescue has the following comments regarding the preliminary water plans for this project:

SCOPE OF REVIEW:
This review included the 2nd preliminary fire code review of the preliminary water plans and water design report. This review is based on the information presented to Avondale Fire Rescue. Any changes made after this review are required to be submitted to Avondale Fire Rescue for review and approval.

SPECIFIC FIRE CODE COMMENTS:
YOUR PLANS HAVE BEEN CONDITIONALLY APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

1. Move the proposed waterline to Pad D and install a fire hydrant as shown on the plans.
2. Delete the fire hydrant next to the playground as shown on the plans.
3. Add a fire hydrant on the east side of Daycare B as shown on the plans.
4. Add a fire hydrant next to Shops A and the playground area as shown on the plans.
5. All backflow prevention devices shall meet City of Avondale standard FP-1-98. Call out on the fireline construction notes.
6. Coordinate the installation of the water system with the construction schedule. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site (IFC 1412.1).

GENERAL FIRE CODE COMMENTS:

1. All new fire hydrants are required to be "wet-barrel" type hydrants. For commercial and/or multi-family developments, the Clow Model #860 wet barrel hydrant or equivalent with LBI Model #400 breakaway check valve or equivalent is required. Call out on the fireline construction notes.
2. All new fire hydrants are required to be "wet-barrel" type hydrants. For commercial and/or multi-family developments, the Clow Model #860 wet barrel hydrant or equivalent with LBI

Model #400 breakaway check valve or equivalent is required. Call out on the fireline construction notes.

3. The International Fire Code as amended by the City of Avondale requires the required fire flow to meet the requirements of Table B105.1, plus the fire sprinkler demand for commercial buildings. Based on the proposed use of the buildings as office and medical the proposed 8" loop should be adequate. If the type of buildings or use changes the fire flow will need to be recalculated.
4. The FDC's shall be located within 150 feet (15240 mm) of a municipal fire hydrant connected directly to a city water main.
5. All private fire hydrants shall be painted OSHA red.
6. All public fire hydrants shall be painted OSHA yellow.
7. Two-way, reflective, blue, raised pavement markers must be provided to identify the location of fire hydrants, in accordance with City of Scottsdale Standard Detail 2363. These markers are readily available from businesses providing highway marking materials.
8. A written response to all comments and any requests for additional information shall be submitted to Avondale Fire Rescue within 15 working days from receipt of this document. If a written response or request for additional information is not submitted, the owner, developer, or contractor risks delays or additional costs for the project.
9. It is the responsibility of the applicant to provide copies of this review to the owner, architect, engineers, contractors, or any other interested party for this project.

If you need further information or assistance on this project please feel free to call me.

EXHIBIT H

Excerpt of the Draft Minutes of the regular Planning Commission meeting held January 18, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Edward Meringer, Commissioner
Alan Lageschulte, Chairperson

COMMISSIONER ABSENT:
Michael Alcorn, Commissioner

CITY STAFF PRESENT

David Fitzhugh, Interim Development Services Director
Mr. Scott Wilken, Acting Senior Planner
Ms. Megan Neal, Planner I
Mr. Dean Svoboda, Long Range Planning Director

APPLICATION	DR-06-10
APPLICANT	Mr. Mark Bowker, K&I Architects 1850 N. Central, Suite 200, Phoenix, Arizona 85004
REQUEST	The applicant is requesting master site plan approval for Durango Plaza. The property is located at the northeast corner of Avondale Boulevard and Lower Buckeye Road. Staff Contact: Scott Wilken (623) 333-4016.

Mr. Wilken presented the staff report for CU-06-6 and DR-06-10 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the Conditional Use Permit and the Master Site Plan.

Chairperson Lageschulte asked if a traffic signal is planned for this intersection. Mr. Wilken stated yes and added that a stipulation has been included which requires the applicant to contribute up to ¼ of the cost.

Commissioner Copeland asked if staff had concern with Exhibit E. She felt there is not enough spacing between shops.

Mr. Wilken stated this has been reviewed by staff and that particular area will not be used for primary access. He indicated where the day care entrance would be located and also where the pedestrian traffic would be located. He added there will be 7 feet of landscaping provided. Mr. Wilken stated there is no direct access to the day care playground.

Chairperson Lageschulte stated a gate or fence could be constructed across the front of the facility to help deter someone from trying to gain access to one of the children.

Commissioner Grimsley asked if the alleyway behind shop A is designed for a walkway only. Mr. Wilken said yes, as the walkway is not designed to be large enough for vehicles.

Commissioner Iwanski referred to stipulation 9. He asked staff to indicate where the bus pullout would be located on the site plan.

Chairperson Lageschulte asked about the traffic crossing on Avondale Boulevard. Mr. Wilken stated the Traffic Division has reviewed this plan and has recommended that three lanes at the intersection would be required by demand in approximately 20 years. He said that traffic studies are conducted during non-event times to more accurately account for peak traffic hours.

Chairperson Lageschulte opened the public hearing.

Mr. Ruben Amato, 1727 West Earl Drive, Phoenix, Arizona, 85015, stated he is the architect for the Master Site Plan request. Mr. Amato felt this is a strong project for the City of Avondale and will provide some conveniences for the adjacent residential area. He stated he was available for questions.

Commissioner Grimsley asked if any thought was given to constructing the playground area so close to the rear of the shops.

Mr. Amato stated this is mainly an exit corridor and added it may not be utilized. He said the children will be supervised at all times. He felt the wrought iron would make it possible for the adults to monitor any activity taking place in the rear of the shops.

Commissioner Grimsley added he is concerned with employees of the other shops utilizing this area for smoke breaks.

Mr. Boris Gaedtke, 3428 East Indian School Road, stated this issue was discussed with staff. He said the view would be a metal view fence with masonry wall between the shops and the playground in order to provide more protection for the students.

Chairperson Lageschulte stated he was pleased with the masonry fence being included.

Commissioner Meringer asked if the alleyway would be opened or locked. Mr. Wilken said it would be an open corridor. He added there will be property security lighting.

Commissioner Webster asked if the local law enforcement would have an opportunity to review this plan. Mr. Wilken said yes, all city departments are given the opportunity to review the site plan. The Police Department did not express any concern this with plan.

Chairperson Lageschulte opened the public hearing. No one wished to address the audience. Chairperson Lageschulte closed the public hearing.

Commissioner Grimsley MADE a MOTION to recommend approval of the CU-06-6 to allow a conditional use permit for a child care center in the Durango Park PAD zone district subject to two staff recommended stipulations. Commissioner Iwanski seconded the MOTION.

Commissioner Copeland wanted to ensure the revised site plan would indicate the wrought iron wall would be masonry.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

Commissioner Iwanski MADE a MOTION to recommend approval of the DR-06-10 which is a request for Master Site Plan and Final Site Plan for pads A, B, and E of Durango Plaza, subject to the 14 stipulations recommended by staff. Commissioner Copeland seconded the MOTION.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1249-207 - Zoning Text Amendment - Medical Office Uses in the C-1 District (TA-06-11)

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Dean Svoboda, Long Range Planning Director 623-333-1035

THROUGH: Charlie McClendon, City Manager

REQUEST: Amend the Zoning Ordinance to allow medical office uses in the C-1 (Neighborhood Commercial) district without a conditional use permit.

APPLICANT: City Council

BACKGROUND:

On May 15, 2006 the City Council approved a conditional use permit for medical offices at the southwest corner of Dysart Road and Osborn Road. The question of whether or not this type of use should require a conditional use permit was raised at that time. The proposed amendment is being brought forward in answer to this question.

SUMMARY OF REQUEST:

1. The request will amend Section 303, Land Use Matrix, Office / Medical Uses.
2. "Medical, dental, or health offices, clinics, and laboratories" are currently permitted outright in the C-O (Commercial Office), C-2 (Community Commercial), and C-3 (Major Commercial) districts, but require a conditional use permit in the C-1 district.
3. The proposed amendment will eliminate the conditional use permit requirement and allow these uses outright in the C-1 district.

PARTICIPATION:

A notice of the Planning Commission hearing was published in the West Valley View on January 2, 2007. No one spoke in favor or opposition at the Planning Commission hearing on January 18, 2007.

A notice of the City Council hearing was published in the West Valley View on January 30, 2007. No public comments have been received to date

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing and voted to recommend APPROVAL of the proposed amendment at their meeting on January 18, 2007.

ANALYSIS:

- The purpose of the C-1 district is to provide goods and services that meet daily needs within surrounding neighborhoods. This district is typically located at major street intersections.
- Office uses are generally compatible with retail commercial and residential uses. Professional, administrative, and business offices are permitted outright in the C-1 district.
- The land use characteristics of medical offices, clinics, and laboratories are similar to those of other office uses. The only major difference is trip generation and parking demand which tends to be higher for

medical offices. The trip generation rate and parking demand for medical offices, however, is still lower than it is for retail uses which are permitted in the C-1 district.

- Requiring a conditional use permit adds additional time and expense to the development review process with little benefit. Adequate parking, proper access, and safe onsite circulation can be assured through the City's standard site plan review and tenant improvement plan review processes.
- Other valley cities typically allow medical office uses in their neighborhood commercial zoning districts.

RECOMMENDATION:

The City Council should APPROVE the proposed text amendment

PROPOSED MOTION:

I move that the City Council APPROVE the ordinance adopting text amendment TA-06-11, a request to eliminate the conditional use permit requirement for medical, dental, and health offices, clinics, and laboratories in the C-1 district.

ATTACHMENTS:

Click to download

- Planning Commission Meeting Minutes January 18, 2007
- ORD - 1249-207

Planning Commission Meeting Minutes Excerpt
Thursday, January 18, 2007

The following members and representatives present:

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Edward Meringer, Commissioner
Alan Lageschulte, Chairperson

COMMISSIONER ABSENT:
Michael Alcorn, Commissioner

CITY STAFF PRESENT

David Fitzhugh, Interim Development Services Director
Mr. Scott Wilken, Acting Senior Planner
Ms. Megan Neal, Planner I
Mr. Dean Svoboda, Long Range Planning Director

2.	APPLICATION NO.:	TA-06-11
	APPLICANT:	City Council
	REQUEST:	Amend the Zoning Ordinance to allow medical office uses in the C-1 (Neighborhood Commercial) district without a conditional use permit. Staff Contact: Dean Svoboda, Long Range Planning Director.

Mr. Svoboda presented the staff report for TA-06-11 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the text amendment.

Chairperson Lageschulte asked the Commission if they had questions. There were none.

Chairperson Lageschulte opened the public hearing. No one in the audience wished to address the Commission. Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for a motion.

Commissioner Copeland MADE a MOTION to recommend approval of the Zoning Ordinance Text Amendment to allow medical office uses in the C-1 (Neighborhood

Commercial) district without a conditional use permit. Commissioner Webster seconded the MOTION.

Chairperson Lageschulte stated he was pleased to see this text amendment come before the Commission.

Commissioner Iwanski thanked staff for this housekeeping amendment. He suggested if there are other housekeeping items that could be addressed he would encourage staff to bring these items before the Commission.

ORDINANCE NO. 1249-207

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 303, LAND USE MATRIX, AS SHOWN IN FILE NAME TA-06-11, RELATING TO MEDICAL OFFICE USES IN THE C-1 (NEIGHBORHOOD COMMERCIAL) DISTRICT.

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the "Commission") and the Council of the City of Avondale (the "City Council") were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-462.04, the Commission held a public hearing on this Ordinance on January 18, 2007; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing on this Ordinance on February 20, 2007.

NOW, **THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City of Avondale Zoning Ordinance, Section 303, Land Use Matrix, is hereby amended as follows:

LAND USE	C-O	C-1	C-2	C-3
OFFICE / MEDICAL USES				
Ambulance service facility	-	-	C	C
Emergency medical care facility	P	C	P	P
Employment agencies	P	P	P	P
Hospitals	-	-	P	P
Medical, dental or health offices, clinics, and laboratories, excluding plasma centers	P	~~C~~ **P**	P	P
Veterinary hospital, offices and clinics, excluding animal boarding	-	C	C	C

Professional, administrative or business offices, banks and financial institutions, excluding non-chartered financial services	P	P	P	P
Non-chartered financial services	-	-	C	-
Plasma centers	-	-	C	-

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 20, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
West Valley Arts Council Capital Funds Campaign

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: Rogene Hill

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To direct staff to inform the West Valley Arts Council that the 2004 MOU that committed $250,000 for the performing arts center has terminated pursuant to its own terms and that the City's contribution must be returned within a reasonable period of time. And to further inform the West Valley Arts Council that the additional $300,000 that Council intended to contribute will not be forthcoming.

BACKGROUND:

At the March 15, 2004 meeting of the Avondale City Council, the Council unanimously approved a Memorandum of Understanding (MOU) with the West Valley Arts Council (WVAC) establishing the terms of the City's contribution to the WVAC Capital Funds Campaign in the amount of $50,000 per year for five years. The City subsequently paid $50,000 to the WVAC in 2004 and again in 2005.

In the fall of 2005, the WVAC asked the City Manager to approach the Council with a request for additional funding. This request was included in the supplemental budget requests and submitted to the Council for their review and discussion at the April 22, 2006 Budget Work Session.

The request from WVAC stated that it was their intention to enter into a partnership with Estrella Mountain Community College (EMCC) to jointly develop the West Valley Center for the Arts on land to be dedicated by WVFAC to MCCCD across the canal from the EMCC campus. EMCC would contribute $8.4 million in Revenue Bond funding and WVAC would contribute the land and $2.9 million in funds. WVAC requested that the City of Avondale accelerate the remaining $150,000 pledged in the 2004 MOU and pay half of an additional $300,000, so that they could meet their $2.9 million commitment to the partnership. Council discussed this request at the budget retreat and decided to include the $300,000 in FY 2006-2007 budget. No further action has been taken and the $300,000 has not been paid to the WVAC.

In January 2007, the City received a letter from the Board of the WVAC stating that the partnership with EMCC to build a theater/performing arts center had ended. The letter further stated that the Board had decided to build a facility that would include a gallery, classrooms/arts training facility and offices for the WVAC on their land next to the College. The letter further states that an information session is planned for February 28, 2007 to discuss this decision and future plans.

Vice Mayor Wolf placed the decision of the WVAC Board on the February 5, 2007 agenda as a discussion item. The Council consensus was to request a refund of any funds paid to the WVAC for the performing arts venue, since it was no longer in their plans, and not to pay the accelerated payments or the additional $300,000.

DISCUSSION:

The 2004 MOU with WVAC makes it clear that the WVFAC is required to commence construction by January 1, 2007, or the City's obligations under the MOU terminate. The MOU further stipulates that WVAC must return 100% of the contribution if they cease construction for a period of six months; as the Facility will not be completed as presented to the Council, a full refund is due from the WVFAC of the $100,000 previously

contributed by the City to the performing arts center capital campaign.

At Council's direction, staff will prepare and send a letter to the WVAC and Board stating that under the terms of the 2004 MOU the City's obligation to pay the remaining $150,000 pledged is terminated. The letter will further request that the WVAC return 100% of the contribution paid.

Council may wish to consider offering in lieu of returning the $100,000 that the WVAC would substitute its annual receipt of $25,000 in contributions assistance for the next four years.

BUDGETARY IMPACT:

The $300,000 in this year's budget could be reallocated to support the City's programs including the Municipal Art Program.

The $100,000 already paid toward this project, if returned, would augment the reallocated funds.

RECOMENDATION:

For Council Discussion and Direction

ATTACHMENTS:

Click to download

- Excerpt of 3.1.04 CC minutes
- Excerpt of 3.15.04 CC minutes
- Memorandum of Understanding with WVAC 2004
- Minutes of Budget Work Session April 22, 2006
- Letter of January 2007 from WVAC Board

Mr. Svoboda stated that the motion would simply be to approve the plat subject to the stipulations recommended by the Planning Commission with Stipulation No. 8 being modified as in the staff report and Stipulation No. 5 being modified to add, at the end of the sentence the commercial site.

Mr. Svoboda stated that the other thing that the Council might be able to do would be to add a stipulation that the Council see the house products prior to final plat approval.

Mayor Drake stated that a report from Mr. Svoboda would be sufficient.

Mr. Svoboda stated that he would make sure that would happen from an administrative standpoint.

Council Member Wolf stated that maybe he was missing something but when doing the math, the Council was guaranteed to having the ten and five on the 48 and something greater on the 45. He stated that if there was to be any stipulation, it would be that they would have no house larger than 48. He stated that he did not really see it as being an issue as long as the applicant could work with the Council to get as much as they could.

Todd Hileman, City Manager, stated that with the R1-6 zoning the Council did not have the flexibility to require greater than a five and ten. He stated that Mr. Svoboda was currently working on an amendment so if the Council chose to change that, they could discuss that at a future point

Mayor Drake stated that he thought the people of Avondale were going to be very pleased with that type of product within their community and he was very excited to move it forward.

Motion carried unanimously.

8) WEST VALLEY FINE ARTS COUNCIL REQUEST FOR CAPITAL CAMPAIGN CONTRIBUTION

Request from the West Valley Fine Arts Council for Capital Campaign funding in the amount of $50,000.00 per year for five years for a total contribution of $250,000.00.

Charlie McClendon, Assistant City Manager, stated that the capital funding campaign was currently in progress and the planned construction start date was September 2005 with a planned opening date of July 2006. He stated that the West Valley Fine Arts Council was requesting City participation in the capital campaign. He stated that the contribution under consideration could be any amount the Council chose but the proposal brought forward was for a $50,000 per year contribution for a five year period which would result in a total contribution of $250,000. He stated that for FY2004-05, that amount would come from the available one-time funds of

$550,000 which was what had been preliminary indicated as available under analysis done by Finance and Budget staff.

Mayor Drake asked if the City had the ability to make a contribution greater than $50,000.

Mr. McClendon stated that there were other obligations or needs in the City that would also be awaiting funding.

Mayor Drake stated that this was something he strongly believed in and he believed the Council believed in the arts and the Council had always supported the West Valley Fine Arts Council. He stated that he knew the $50,000 the first year was a hefty sum but maybe the City could do more to help out the West Valley Fine Arts Council.

Mayor Drake stated that he hoped the city could have contributed to expediting the development.

Todd Hileman, City Manager, stated that he thought it was important for the Council to remember that one-time revenue was really what was left over at the end of a fiscal year of revenue over expenses and at times, such as last year the City had zero dollars in one-time revenues. He stated that no one knew whether they would be available in two to three years and if the City got into that type of an agreement, it would basically be agreeing to dip into the ongoing revenues and compete for general fund dollars to fund it.

Mr. Hileman stated that the one-time revenues for the next couple of years were largely soaked up paying down the Crystal Gardens matter.

Mayor Drake asked how the City would be able to even agree to the request that evening of $50,000 for five years.

Mr. Hileman stated that $50,000 per year was something that staff believed could be supported just with the natural growth. He stated that the next two years would be very tight for the City and staff believed that if they needed to supplement the one-time revenues with ongoing revenues in order to meet the $50,000 commitment, that could be done. He stated that if the number started getting up towards $75,000 to $100,000 range, it was very difficult to give that level of assurance especially when three or four years down the road, those dollars should be competing internally with other funded programs.

Mayor Drake stated that he wanted to ask the Council what they thought because the West Valley Fine Arts Council was a facility that chose to be in Avondale and he thought that as a part of Avondale, the Council may have to take the lead on it. Mayor Drake stated that he wanted to ask the Council if they were satisfied with the contribution at $50,000. He stated that he was willing to do more for the West Valley Fine Arts Council.

Mr. Hileman stated to commit on both the operation and maintenance and the capital contributions, staff simply could not make that commitment to the Council.

Mayor Drake asked if there should be an understanding by the West Valley Fine Arts Council that the City and the Council would commit in the capital campaign and not in the operation and maintenance.

Mr. Hileman stated that if that was made explicit through the MOU, he thought staff could come back before the Council and support that.

Mayor Drake stated that it was his personal belief that it was something that was of value to the community.

Vice Mayor Lynch stated that the Council had to match on-going revenues with on-going expenses. She stated that the City had to build the general fund. She stated that there were certain goals that every city should have as to how many days of operating expenses had to be in the general fund and Avondale was not there yet.

Vice Mayor Lynch stated that there was not a person on the Council that believed anymore in the West Valley Fine Arts Council than she and there was not a person on the Council that understood quality of life anymore than she and she had been talking about quality of life since the day she joined the Council. She stated that she would like to give them a million dollars if the City had the funds. She stated that she did not think that the Council's thoughts should be judged on whether they believed in the West Valley Fine Arts Council or not. She stated that it was whether the City could afford, and what it could afford to do.

Vice Mayor Lynch expressed concern as whether the WVFAC could support the building once it was built and stated that she did not want to see the facility just sit there. Vice Mayor Lynch stated that she had to listen to the staff on financial issues. She stated that unless staff could tell her where they had those monies, she did not know how the Council could go beyond what they had struggled to come up with at that point.

Council Member Rogers stated that as Vice Mayor Lynch stated, there was not one of them who would not support the West Valley Fine Arts Council. She stated that the City had capital improvement projects that the City put off the prior year and still could not get to them. She stated that she was satisfied with the request and with the $50,000.00 each year for five years and would not want the City to go any further at that time. She stated that in the future, perhaps it could be revisited but at that time, she was comfortable with the amount requested.

Council Member Wolf stated that he would echo the sentiments. He stated that he was also gravely concerned about $267,000 to $270,000 a year in un met operating expenses even if it was split amongst three cities. He stated that he thought that was an issue that needed to be

address significantly if the City was to move forward with a stipend greater than $250,000 for the facility. Council Member Wolf stated that the facility needed to be a self-sufficient facility.

Mayor Drake asked if representatives from the West Valley Fine Arts Council could talk about the concerns regarding operating expenses.

Marcie Ellis, West Valley Fine Arts Council, stated that what the West Valley Fine Arts Council put together an operating projection that would involve increased donations from cities in the future. She stated that the main concern was to get the building built and it was believed they could get a lot of rental for the facility. She stated that if that did not work, clearly they would need to go somewhere else. She mentioned to the Council the economic impact of non-profit art audiences, and the services that were important to the City of Avondale were clearly important to everyone.

Ms. Ellis stated that bringing the arts organization in and helping with the building would help draw more business and people to the community. She stated that spending by non-profit arts organizations in the west valley exceeded $2.1 million in 2000. She stated that arts organization paid their employees, purchased supplies, contracted for services, and acquired assets within a local community. Ms. Ellis stated that operating funds would come in possibly if the West Valley Fine Arts Council asked for sponsorship of an event. She stated that currently, the City of Goodyear was sponsoring the Taste and Tunes and Symphony events and contributed funds to those events in their cities for their people. She stated that there was the opportunity as the West Valley Fine Arts Council developed their facility, at the college, that Avondale may wish to sponsor several events that would be put on in the City of Avondale for the Avondale folks at one of the new venues that could be fun and something the City could support. Ms. Ellis stated that she would search for every source of revenue possible that did not include the City.

Mayor Drake stated that it sounded like Ms. Ellis was telling the Council that even with the contribution of $50,000 for five years, she would come to the Council to ask for some operating expenses.

Council Member Shuey stated that he was also concerned about the operating expenses once the building was open.

Mayor Drake asked when the building would be open for operation.

Ms. Ellis stated that if the West Valley Fine Arts Council was able to get the funds, the building would be opened in September 2006.

Council Member Shuey stated that he was certainly willing to support the contribution to the capital campaign but would hope that the West Valley Fine Arts Council would go back and reexamine their proposed operating revenues for the future.

Vice Mayor Lynch moved to approve $250,000 over a five year period for the capital campaign for the West Valley Fine Arts Council. Council Member Carroll seconded the motion.

Mr. Hileman stated that Ms. Ellis would need an MOU to take to the Kresge Foundation to prove the $250,000 financial commitment. He asked if it was the Council's direction to him to address the operation and maintenance or not in the memorandum of understanding.

Mayor Drake stated that it was not at that point and the Council should take that one year a time.

Motion carried unanimously.

Mayor Drake declared a 5 minute recess. The Council reconvened at 9:05 p.m. in the same location with the same members present.

9) PUBLIC HEARING – ORDINANCE – COLDWATER STATION REZONING (A03-643)

Dean Svoboda, Planning and Building Services Director, explained that the request was for a rezoning from R-5, a mobile home district, to R-3, a multiple family district on 16.6 acres located that the southwest corner of McDowell Road and the 120th Avenue alignment. He stated that the surrounding zoning to the east and southeast was R-5 and the property to the east was developed with a mobile home park. He stated that to the north was P.A.D. and developed with a single family subdivision and to the west was Friendship Park which was zoned agricultural. He stated that the surrounding land use to the east was a mobile home park and apartments and the property immediately to the south was vacant. He stated that the general plan showed the property and the surrounding property to the east and south for multiple family use and in that particular instance, both the current R-5 zoning, and the proposed R-3 zoning, would be consistent with the general plan.

Mr. Svoboda stated that staff believed that there were merits to the proposed R-3 zoning and believe that would be preferable to the mobile home park zoning. He stated that the site was conveniently located next to future commercial development and adjacent to the open space use on the west. He stated that there was a major transmission line easement that ran down the west side of the property and developing the site for multiple family use would allow that easement to be incorporated easily into the overall site plan. He stated that McDowell Road provided a fairly large separation between the property and the existing single family development to the north and there was a 180 foot buffer between those uses when taking into account the roadway right-of-way and additional open space tracts.

Mr. Svoboda stated that the applicant proposed a preliminary site plan and was willing to stipulate the zoning approval to that site plan. He stated that the site plan went through a cursory development review and met all of the minimum standards for the R-3 zoning district and incorporated the existing power line easements on the west by using that area for parking and

4) RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. Cesar Chavez Day Proclamation

Mayor Drake stated during the process of becoming Mayor in 1999, he got to know about the history of Cesar Chavez and the great things that he did for a lot of people in the country. He stated that it was an honor that Avondale was recognizing him and proclaiming a day in his honor.

Mayor Drake read the Cesar Chavez Day Proclamation proclaiming March 31, 2004 Cesar Chavez Day in Avondale and recognizing it as the anniversary of the birth of Cesar Chavez and as a date to acknowledge his contributions to the nation and remember him as a symbol of justice and hope for all people.

b. Child Abuse Prevention Month Proclamation

Mayor Drake read the Child Abuse Prevention Month Proclamation proclaiming April as Child Abuse Prevention Month and calling upon all citizens, community agencies, religious organizations, medical facilities and businesses to increase their participation in the efforts to prevent child abuse.

c. Recognition of Xeriscape Garden Planning Committee

The Xeriscape Garden Planning Committee was recognized.

5) UNSCHEDULED PUBLIC APPEARANCE

There were no unscheduled public appearances at that time.

6) CONSENT AGENDA

Council Member Wolf asked that Items 6m and 6n be removed from the consent agenda for individual consideration.

Vice Mayor Lynch asked that Item 6b be removed from the consent agenda for individual consideration.

Mayor Drake asked that Item 6c be removed from the consent agenda for individual consideration.

a. JANUARY CLAIMS

d. **RESOLUTION – AMENDMENT – ARIZONA DEPARTMENT OF TRANSPORTATION INTERGOVERNMENTAL AGREEMENT**
Resolution authorizing an amendment to the IGA with the ADOT for the purpose of accepting an additional $21,000.00 reimbursement as part of the 115th Avenue Improvement Project.

e. **ORDINANCE – STORM DRAIN ACCESS EASEMENT – JAMESTOWN LOTS 1 & 2 RIO ESTRELLA COMMERCE PARK**
Ordinance authorizing the acceptance of a storm drain access easement for Jamestown Lots 1 & 2 of the Rio Estrella Commerce Park.

f. **ORDINANCE – EL TAPIA STORM DRAIN – ESTRELLA COMMERCE PARK**
Ordinance authorizing the acceptance of a storm drain access easement for El Tapia Lots 2,3, & 4 of the Rio Estrella Commerce Park on Eliseo Felix Jr. Way, south of Van Buren Street.

g. **ORDINANCE – ABANDONDS A PUBLIC UTILITY EASEMENT AND DEDICATES A WATER, SEWER AND DRAINAGE EASEMENT**
Ordinance abandoning a Public Utility Easement dedicated to serve the Waterford Square Subdivision and accepting a new water, sewer, and drainage easement.

h. **ORDINANCE – RIGHT-OF-WAY – SOUTH AVONDALE SIDEWALK PROJECT PHASE I**
Ordinance accepting the dedication of certain right-of-way necessary to facilitate the South Avondale Sidewalk Project, Phase I.

i. **RESOLUTION – CITY OF PHOENIX – FEDERAL TRANSIT ADMINISTRATION FUNDING**
Resolution authorizing a grant pass through agreement with the City of Phoenix for Federal Transit Administration funding.

j. **ORDINANCE – SALE OF REAL PROPERTY – LITCHFIELD SCHOOL DISTRICT – CORTE SIERRA**
Ordinance authorizing the sale of 1.5 acres of real property, located on Santa Fe Trail south of Indian School Road, to the Litchfield School District at a price of $26,170.19.

k. **CITY JUDGE CONTRACT**
Contract with Richard T. Lynch for a two-year appointment as City Judge from April 1, 2004 through March 31, 2006.

o. **PURCHASE OF PLAYGROUND EQUIPMENT – FRIENDSHIP PARK**

Purchase playground equipment for Friendship Park through the State of Arizona Cooperative Purchasing Program from Micon Construction, Miracle Playground Sales Southwest, and Robertson Industries Inc. for a total amount of $139,441.88.

p. **AMENDMENT – LANDSCAPE CARE, INC. – WESTERN AVENUE**
Amendment in the amount of $5,880.00 to the landscape maintenance agreement with Landscape Care, Inc for additional services along Western Avenue.

q. **MEMORANDUM OF UNDERSTANDING – WEST VALLEY FINE ARTS COUNCIL**
Memorandum of Understanding with the West Valley Fine Arts Council (WVFAC) establishing the terms of the City's contribution to the WVFAC Capital Funds Campaign in the amount of $50,000.00 per year for five years.

Andrew McGuire, City Attorney, read Resolutions 2408-04 and 2409-04 and Ordinances 977-04, 978-04, 979-04, 980-04 and 981-04 by title only. Vice Mayor Lynch moved to adopt the resolutions and ordinances and to approve the amended consent agenda. Council Member Shuey seconded the motion. ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Rogers	Aye
Council Member Shuey	Aye
Council Member Wolf	Aye
Council Member Carroll	Aye
Vice Mayor Lynch	Aye
Mayor Drake	Aye

Motion carried unanimously.

b. **EXTENSION OF PREMISES PHOENIX INTERNATIONAL RACEWAY**
Request from Lee Baumgarten for an extension of premises for the Americrown Series 6 liquor license located at 7602 S Avondale Boulevard, Avondale.

Vice Mayor Lynch moved to continue the item to April 5, 2004 as requested by the applicant. Council Member Shuey seconded the motion. Motion carried unanimously.

c. **ELIMINATION OF COMMERCIAL SANITATION PROGRAM**
Elimination of the Commercial Sanitation Program.

Joseph Valdez, 3356 W. Juniper, Avondale, stated that he wanted to know the status of the proposed elimination of the commercial sanitation program. He stated that there was a contractor that was bullying businesses in the area into using his service. He expressed his

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF AVONDALE
AND THE WEST VALLEY FINE ARTS COUNCIL

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into on July 13, 2004, between the City of Avondale, an Arizona municipal corporation (the "City"), and the West Valley Fine Arts Council, an Arizona nonprofit corporation (the "WVFAC"), regarding the construction of the new West Valley Fine Arts Center (the "Facility").

RECITALS

A. The WVFAC will provide a valuable service to the City by making the Facility available to the City's residents.

B. The WVFAC has initiated a capital funds campaign to obtain financial assistance for the construction of the Facility.

C. On March 15, 2004, the Council of the City of Avondale (the "City Council") approved an annual contribution to the WVFAC of $50,000 for five years (the "City Contribution") to assist with the capital construction cost of the Facility.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this MOU as follows:

1. The WVFAC's Obligations.

a. The WVFAC shall designate 100% of the City Contribution under this MOU to the capital construction of the Facility, including costs associated with the construction of the building, supporting infrastructure and appurtenances. If the WVFAC has not commenced construction of the Facility by January 1, 2007, the City's obligations under this MOU shall terminate. If, at any time during the term of this MOU the WVFAC commences construction of the Facility and subsequently stops for a period of six consecutive months, the WVFAC shall return 100% of the City Contribution to the City within 30 days of such cessation. If less than 100% of the City Contribution has not been applied toward the capital construction cost of the Facility by March 31, 2009, the WVFAC shall return the entire unapplied portion of the City Contribution to the City.

b. On or before January 15th of each year during the term of this MOU, the WVFAC shall submit full, written reports to the City, documenting the following information:

(i) The status of the construction of the Facility.
(ii) An accounting of all construction expenses, detailing the manner in which the funds contributed by the City under this MOU have been used.

ORIGINAL

c. The WVFAC shall proceed in accordance with the following timeline:

(i)	Facility construction groundbreaking (tentative)	Sept. 2005
(ii)	Facility construction begins (tentative)	Sept. 2005
(iii)	Facility construction complete (tentative)	July 2006

2. City's Obligations. The City shall pay the City Contribution to the WVFAC on or before July 15th of each year. The first payment shall be made on or before July 15, 2004 and the final payment shall be made on or before July 15, 2008. The City's obligations under this MOU shall terminate if any of the terminating events delineated under Section 1(a) of this MOU occur. Additionally, the City's annual payment obligation under this MOU is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this MOU, this MOU may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised. The City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3. Insurance. WVFAC shall provide certificates of insurance evidencing coverage acceptable to the City not later than September 1, 2005. Such coverage must (i) include general liability insurance with a limit of not less than $1,000,000.00 per occurrence, $1,000,000.00 aggregate, (ii) include coverage for bodily injury, broad form property damage and personal injury for all participants, employees, guests or invitees, (iii) name the City as additional insured and loss payee, as appropriate and (iv) remain in full force and effect from September 1, 2005 through the end of the term of this MOU.

4. Indemnification. To the fullest extent permitted by law, WVFAC shall indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from WVFAC's acts, errors, omissions or mistakes relating to this MOU. WVFAC's duty to indemnify and hold harmless the City, its agents, representatives, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes, related to this MOU.

5. Governing Law. This MOU shall be construed in accordance with, and governed by, the laws of the State of Arizona, without regard to the application of conflicts of law principles.

6. Cancellation. This MOU may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

"City"

CITY OF AVONDALE, an
Arizona municipal corporation

By: _____
Ronald J. Drake, Mayor

ATTEST:

By: _____
Linda M. Farris, City Clerk

"WVFAC"

WEST VALLEY FINE ARTS COUNCIL,
an Arizona nonprofit corporation

By: _____

Name: Marda B. Ellis

Its: President + Founder

2048.009\WVFAC MOU.v2.doc
6-2-04-1

From the tinutes of the budget work session held April 22, 2006

Non-Departmental

Mr. Artz said the Contributions Assistance Program allocated a total of $100,000 to 14 different organizations. He said supplemental requests totaling $457,300, includes $300,000 for the West Valley Arts Council Building Fund, $50,000 each for the YMCA and New Life Center, $32,300 for Maricopa County Human Services, and $25,000 for the Boys and Girls Club. Mr. McClendon explained the Maricopa County Human Services request for $32,300 represents a request from the county to all cities to support their Human Services Center. He stated it is uncertain at this point if any of the cities will participate; therefore, he would like to keep it in the Non-Departmental budget as a placeholder.

Council Member Lynch expressed concern that the city will be setting precedence with the West Valley Fine Arts Council, pointing out the YMCA also wanted their money up front. She asked how they can make an exception for one organization and not another. Mr. McClendon said it is a Council decision. He explained the city received a specific request from the Arts Council and it was staff's understanding that the Council was supportive of that request. He said, however, the city can continue to make annual installments.

Vice Mayor Wolf explained EMCC pledged $8.1 million toward the project, but the project cannot start until the West Valley Fine Arts Council produces its $2.4 million portion. He said if the project does not move forward within the next year the Arts Council will not be able to make up the funding gap that will result.

Council Member Lynch said, while she understands the situation and she has been a long time supporter of the Arts Council, she is still concerned that their action will set precedence. Vice Mayor Wolf disagreed, stating the request is tied to a specific partnership. He reiterated the project will not happen if the cities do not come through with pledges to the Arts Council.

Council Member Lynch said she supports the expenditure, but she is concerned about setting precedence.

Council Member Weise said he really likes the children's programming the facility will offer and he supports the Arts Council's request. He said they can explain to future applicants that the funds in this case were accelerated because not doing so would have jeopardized the project. He asked if there is any chance that Goodyear will not approve the Arts Council's request and, if so, will that jeopardize the project. Vice Mayor Wolf said it would be difficult for the project to go through if Goodyear does not come through on their commitment since it is for the same amount as Avondale's. He said two of their members are apparently on the fence because of what they want to do at their Civic Center, but the remainder of the Council supports the Arts Council's request. Council Member Weise asked if Avondale will make up the deficit if Goodyear ultimately says

no. Vice Mayor Wolf said he would not support picking up Goodyear's portion unless Avondale ends up with a controlling interest which will not happen under the current partnership.

Council Member Weise commented he asked the Arts Council what the chances are that they will come back in the future needing another couple hundred grand. He said she assured him that would not happen because EMCC would be running the facility.

Vice Mayor Wolf noted EMCC is carrying all of the operating costs for the facility, stating the Arts Council will simply program the facility.

The meeting recessed at 10:01 a.m. for a short break. The meeting reconvened at 10:20 a.m.

525 North Central Avenue · Avondale, Arizona 85323
Tel: 623.935.5384 · Fax: 623.935.4327 · www.westvalleyarts.org

Mr. Charles McLendon
City Manager
City of Avondale
11465 W Civic Center Dr
Avondale, AZ 85323

Dear Mr. Charles McLendon,

On behalf of the Board of Directors of the West Valley Arts Council, we are writing to provide you with an update regarding the progress on the West Valley Center for the Arts. Throughout the lengthy discussions surrounding the building, the Board has been and will continue to be mindful of the original vision and intent for building a West Valley Center of the Arts.

In October, the Board voted to end the partnership with Estrella Mountain Community College with regard to building a theater/performing arts center. A combination of cost escalations and an inability to determine how the cost escalations would be met, were the primary reasons behind this decision.

In November, the Board met solely to address the issue of the building and what options we might consider. After a lengthy discussion around mission and strategy, while being mindful of the original intent of the facility, the Board formed an ad hoc Exploratory Committee to consider alternatives and make a recommendation to the Board for action at the January 16, 2007 meeting.

Last night, the Board of Directors, carefully reviewed the recommendations of the ad hoc Exploratory Committee, voted to build a West Valley Center for the Arts that would include a gallery, classrooms/arts training facility and offices for the Council on our land next to the College. The Exploratory Committee noted not only the escalating costs of building a theater, but also that when the original vision for the West Valley Center for the Arts was conceived there was only one theater space that existed in the SW Valley at Agua Fria High School. Now, almost 12 years later, there are many theaters throughout our West Valley school districts – some of which are quite sophisticated, both technically and physically. In addition, several of our cities are considering developing performing arts spaces and the City of Peoria is about to open their brand new performing arts center.

Alternately, there is a great need for services for visual artists and a great need for gallery space and space for arts classes. We know from our recent West Valley Cultural Assessment and Plan project that these issues are top priorities that need to be addressed.

1/07

The board adopted the Exploratory Committee recommendation that we work with a developer to provide complementary facilities on the land and assist the Council in the development of our facility. We will be soliciting proposals immediately from developers that wish to work with us on this project.

The Council feels strongly that our new vision for the West Valley Center for the Arts will be both affordable and relevant for many years to come.

You are invited to attend an in-depth informational session on February 28, 2007 to discuss further details of this plan. You will receive more information closer to that date.

In the meantime, we have formed a Building Review Committee to pursue the next steps of this initiative and we are very excited about the future of this project. We have enclosed a timeline that outlines our plan of action. Please feel free to contact any of us if you have questions.

Thank you again for your ongoing support of the West Valley Arts Council and of the West Valley Center for the Arts.

Very truly yours,

Lisa Atkins
Chairman

Dustin Jones
Past Chairman

Julie A. Richard
Executive Director

WEST VALLEY CENTER FOR THE ARTS
ESTIMATED PROJECT TIMELINE

January 2007
WVAC Board approves plan to move forward with new concept.

January – April 2007
Developers solicited and chosen for project.

March 2007
Announcement at Diamond Ball about new project.

May – December 2007
Project concept and design finalized.

January 2008
Break Ground

February 2008 – January 2009
Build Building

February 2009
Move In!

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Ordinance 1250-207- Agua Fria Del Oeste Rezoning from R-5 (Mobile Home Park) to C-2 (Community Commercial)

MEETING DATE:
February 20, 2007

TO: Mayor and Council

FROM: David Fitzhugh, Interim Development Services Director (623) 333-1014

THROUGH: Charlie McClendon, City Manager

REQUEST: Rezone from R-5 (Mobile Home Park) to C-2 (Community Commercial)

PARCEL SIZE: 1.52 Acres

LOCATION: South of the Southeast corner of Washington Street and Dysart Road (See Exhibits A & B)

APPLICANT: Ed Reichenberg, Project Design

OWNER: Carl Investments Limited Partnership

BACKGROUND:

The property was annexed June 18, 1956 and zoned R-5 (Multifamily Residence, General). The property is currently vacant. Prior to 1990, the R-5 District allowed commercial, industrial and residential uses. The R-5 District was changed in 1990 to allow only mobile home parks. Any non-residential uses that were legally established prior to this change became legal non-conforming uses. The City Council began rezoning R-5 properties that were developed with non-residential uses after the R-5 district was changed. The City Council approved a Minor General Plan Amendment on March 21, 2005 which changed the land use designation for this property from Medium High Density Residential (4 to 8 du/ac) to Commercial. The property to the north adjacent to Dysart Road is currently vacant and zoned C-2. The property to the northeast is single family residences zoned R1-6. The property to the south is zoned C-2 and has two buildings and a parking lot for an existing restaurant. The property to the southeast is zoned R-5 and has a mobile home park. The property to the east is zoned R-5 and is currently vacant. To the west across Dysart Road, there is a future commercial and office site zoned C-2 and Maricopa County housing project zoned R-5.

SUMMARY OF REQUEST:

1. The request is to rezone approximately 1.5 acres adjacent to Dysart Road from R-5 (Mobile Home Park) to C-2 (Community Commercial) to allow commercial uses and to conform to the existing General Plan designation of Commercial (Exhibit C).

2. The applicant intends to develop a single story approximately 11,000 sq.ft. building for service related multi-tenants to serve the surrounding community. The users will be neighborhood services such as laundries, real estate, specialty food stores, and walk-in/sit-down restaurants (Exhibit E).

3. The site has direct access to Dysart Road. The applicant is also proposing a local street to serve the future residential portion to the east of the subject site, and provide secondary access to both sites for emergency vehicles. The applicant will be required to provide an ingress/egress easement for the property east of the subject site. The applicant plans to develop the property to the east as residential to be processed at a later date.

4. The applicant will be required to submit a minor land division application to divide the commercial property from the residential portion of the site (Exhibit F).

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 PM on Thursday, September 28, 2006 at Avondale City Hall, Agave Room. The neighborhood meeting was advertised in the West Valley View on September 12, 2006. The property was posted on September 13, 2006. A total of 42 property owners within 500 feet of the subject property were notified of the meeting. According to the applicant, one citizen attended the meeting and was in support of the rezoning (Exhibit G). A notice of the Planning Commission hearing of January 18, 2007 was published in the West Valley View on January 3, 2007. The property was posted on January 2, 2007. Letters were mailed to 42 property owners on December 29, 2006. A notice of the City Council hearing of February 20, 2007 was published in the West Valley View on January 30, 2007. The property was posted on February 2, 2007. Letters were mailed to 42 property owners on January 30, 2007.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on January 18, 2007 and voted 6-0 to recommend APPROVAL of this request subject to the five stipulations recommended by staff:

1. A Minor Land Division shall be approved prior to issuance of a certificate of occupancy.
2. Development shall be in substantial conformance with the narrative dated December 13, 2006.
3. The Applicant shall be required to dedicate 65' of ROW for Dysart Road improvements and record an ingress/egress easement for additional access to the east parcel prior to issuance of a certificate of occupancy.
4. A traffic study shall be approved by the City Engineer prior to Site Plan approval.
5. All perimeter half street improvements shall be constructed in the first phase of development.

ANALYSIS:

- The General Plan designates the subject site for Commercial. The Commercial designation allows uses that provide for the daily needs of goods and services of the residents within the surrounding area. The existing R-5 zoning is not consistent with the General Plan land use designation. The proposed C-2 zoning will bring the property into conformance with the General Plan.
- The General Plan Commercial land use designation can be implemented with the C-2 (Community Commercial) district, which allows appropriate uses that shall serve the neighboring community.
- The 1.5 acre property has little potential to be developed as a mobile home park since the property fronts onto Dysart Road, a Road of Regional Significance, and is surrounded by existing commercial development.
- The proposed zoning is consistent with the existing commercial zoning in the area. There is an existing restaurant to the south and property to the north adjacent to Dysart Road is currently designated Commercial.
- The Engineering Department has determined that additional right-of-way for Dysart Road and a local street to serve the property to the east is required.

FINDINGS:

The proposed rezoning meets the following findings:

- The proposed C-2 zoning is in conformance with the City of Avondale General Plan.
- The proposed C-2 zoning will result in compatible land use relationships.
- The proposed C-2 zoning is appropriate adjacent to Dysart Road, Road of Regional Significance.

RECOMMENDATION:

Staff recommends that the Mayor and City Council accept the findings and ADOPT the ordinance approving the proposed rezoning subject to the following stipulations:

1. A Minor Land Division shall be approved prior to issuance of a certificate of occupancy.
2. Development shall be in substantial conformance with the narrative dated December 13, 2006.
3. The Applicant shall be required to dedicate 65' of ROW for Dysart Road improvements and record an ingress/egress easement for additional access to the east parcel prior to issuance of a certificate of occupancy.

4. A traffic study shall be approved by the City Engineer prior to Site Plan approval.
5. All perimeter half street improvements shall be constructed in the first phase of development.

PROPOSED MOTION:

I move that the Mayor and City Council accept the findings and ADOPT the ordinance approving Case Z-05-19, a request for rezoning from R-5 to C-2, subject to the five stipulations as recommended by the Planning Commission.

ATTACHMENTS:
Exhibit A - Zoning Vicinity Map
Exhibit B - Air Photo 2006
Exhibit C - General Plan Land Use Map
Exhibit D - Summary of Facts
Exhibit E - Applicant's Narrative date stamped December 13, 2006.
Exhibit F - Draft Conceptual Site Plan
Exhibit G - Applicant's Neighborhood Meeting Summary for September 28, 2006
Exhibit H - Draft Minutes of the Planning Commission Meeting for January 18, 2007
Exhibit I - Ordinance
Exhibit J - Proposition 207 waiver

ATTACHMENTS:

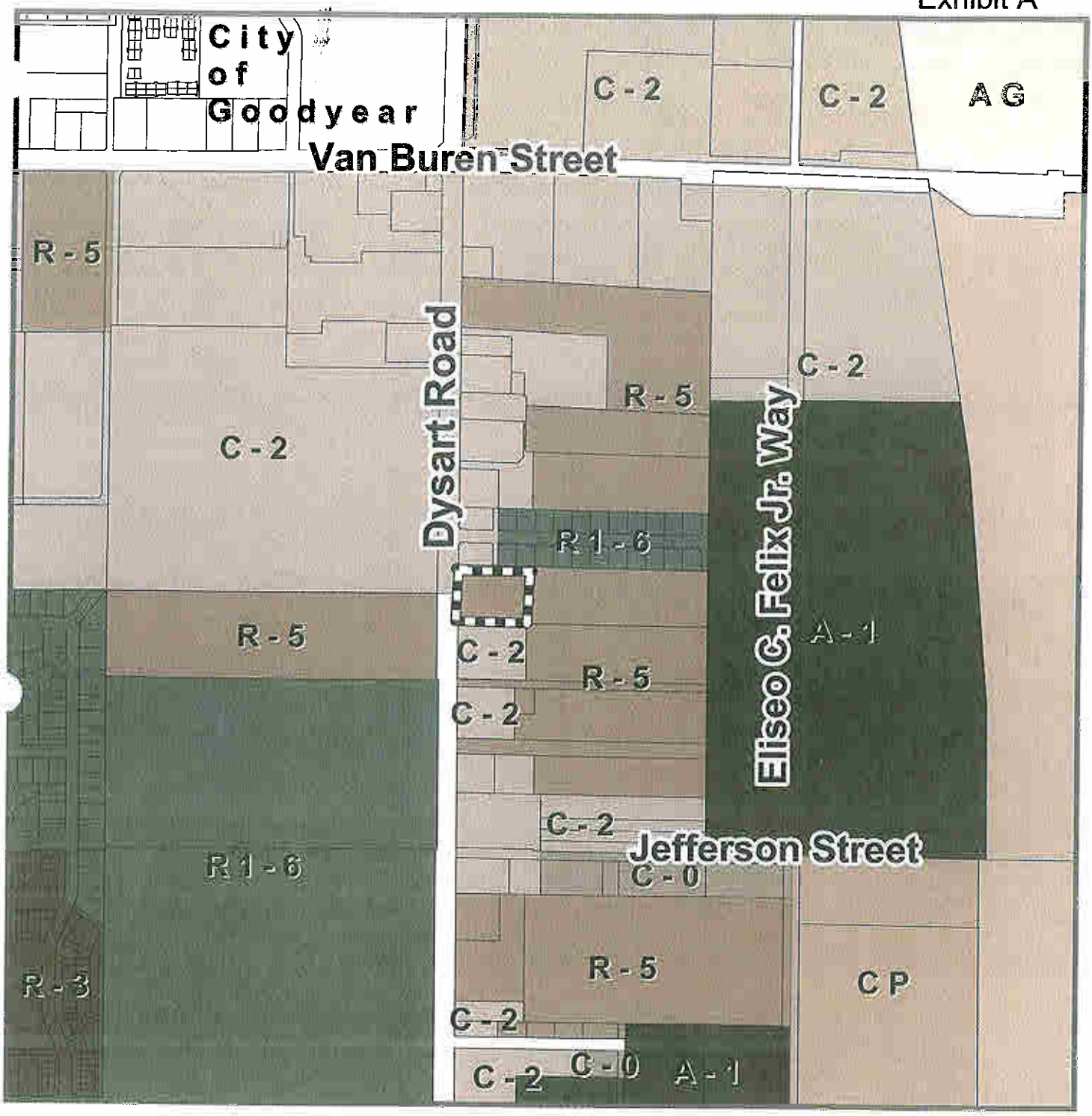
Click to download

- Exhibits A-J
- ORD - 1250-207

PROJECT MANAGER:

Megan Neal, Planner I (623) 333-4018

Exhibit A



Zoning Vicinity Map
Z-05-19

Avondale

Subject Property

Exhibit B

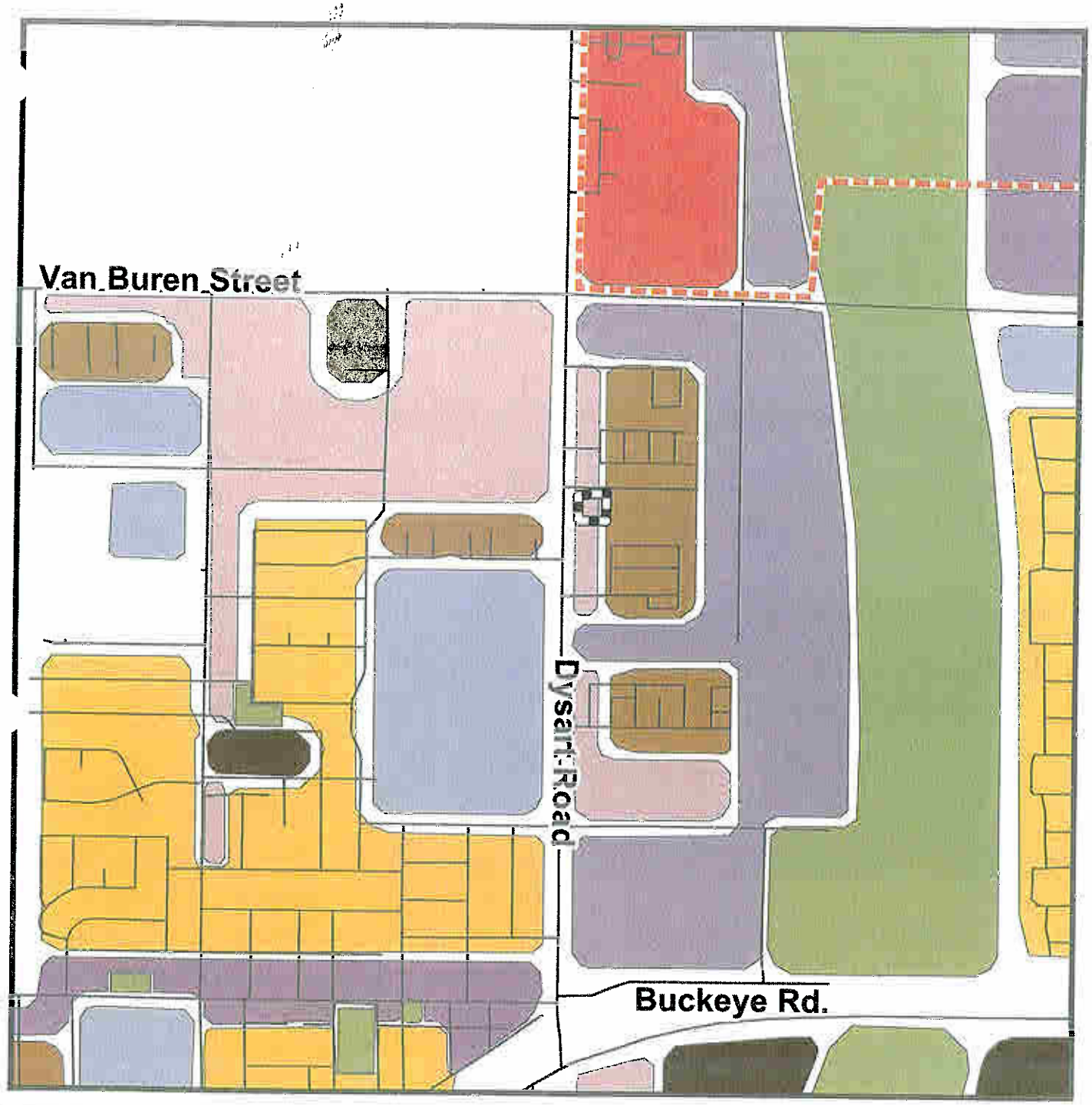
Air Photo 2006

Avondale

Subject Property

N

Exhibit C



General Plan Land Use

- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities
- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Subject Property

Exhibit D

SUMMARY OF RELATED FACTS

APPLICATION Z-05-19

THE PROPERTY	
PARCEL SIZE	1.5 acres
LOCATION	South of the southwest corner of Dysart and Washington
PHYSICAL CHARACTERISTICS	The site is relatively flat; rectangular shaped parcel with access to Dysart Road
EXISTING LAND USE	Vacant
EXISTING ZONING	R-5 (Mobile Home Park)
ZONING HISTORY	Prior to 1990, the R-5 zoning district allowed residential, commercial and industrial uses. The City changed the definition of the R-5 zoning district to allow only Mobile Home Parks in 1990. November 1,2004, City Council approved minor general plan amendment to change designation from Medium-High Density Residential to Commercial.
DEVELOPMENT AGREEMENT	There is no development agreement for this property.

SURROUNDING ZONING AND LAND USE	
NORTH	C-2 – Commercial/Vacant and R1-6 to the northeast
EAST	R-5 – Mobile Home Park
SOUTH	C-2 – Commercial (Restaurant and Auto Sales)
WEST	C-2 – Commercial/Future Office Complex/Retail

GENERAL PLAN
The subject property is designated as Commercial on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary and Agua Fria Union High School
ELEMENTARY SCHOOLS	Michael Anderson School (K-2) Pioneer Elementary (3-4) Lattie Coor (5-6) Avondale Middle School (7-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Dysart Road	
Classification	Arterial, Road of Regional Significance
Existing half street ROW	40 feet
Standard half street ROW	65 feet
Existing half street improvements	2.5 paved travel lanes, curb, gutter, and sidewalk
Standard half street improvements	3 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.

Exhibit E

Agua Fria del Oeste

A Proposed Commercial Development
Located in Avondale, Arizona

Submitted by:
Carl Investments L.L.C.

Contact::
Ed Reichenberg
3200 East Camelback Road, Suite 275
Phoenix, AZ 85018
(602) 367-0464
fax (623) 434-0215

CITY OF AVONDALE
DEC 13 2006
DEPARTMENT

February 28, 2005
Revised November 29, 2005
Revised May 15, 2006
Revised November 8, 2006
Revised November 15, 2006

Agua Fria del Oeste

The Request and Type of Development Uses

The request is to change the approximate one acre and a half acre site, located south of the southeast corner of Washington and Dysart, from R-5 to C-2 Community Commercial. Concurrently, a minor land division application has been filed to divide the 1.52 acres adjacent to Dysart Road from the remaining residential site, zoned R-5.

The Agua Fria del Oeste Development is a proposed commercial development located in Avondale, Arizona. The proposal consists of a commercial building located on an approximate 1.52 acre site. The commercial use will be a single building, single level in height and will be occupied by service related multi-tenants that will generally serve the close vicinity. The users proposed for the commercial building will be geared to service the immediate neighborhood, such as; dentists, laundries, real estate, social services, specialty food stores, walk-in/sit-down restaurants, etc. There are 52 parking spaces for the building; the ratio is one space per 215 square feet of gross building space. There are three provided handicapped spaces for the patrons. This overall parking ratio far exceeds the required 1:300 ratio.

Consistency to the General Plan

The site as depicted on the most recent City of Avondale General Plan is designated as *Commercial.*

The General Plan has the first 300 feet east of Dysart Road as commercial land uses, (300 feet from the Dysart Right-of-way line to the east). The rear part of the site, beyond the 300-feet is slated to be residential in the future.

The proposed rezoning will change the zoning to comply with the General Plan designation of commercial.

Compatibility to Surrounding Uses

Surrounding the subject site has single-family residences to the northeast zoned R-5; a vacant parcel zoned C-2 to the immediate north, and a mobile home park, restaurant and a commercial site to the south zoned R-5 and C-2. To the east side of the proposed development is a future residential development to be processed by the applicant at a later date and further to the east a newly developed industrial park. To the west across Dysart Road, there is a future commercial and office site zoned C-2 and a mobile home park zoned R-5.

Although there is residential north of Agua Fria del Oeste, the residential is setback from Dysart Road by at least 140 feet. Due to the proximity of commercial sites and future commercial sites, the applicant feels the proposed use is compatible with the area.

Unique Design and Features of the Site

There will be a proposed (approximate) 11,200 square foot commercial building on the Agua Fria Del Oeste site. The commercial building is oriented to front directly to Dysart Road, for ease of view to the stores, simplifying approved signage and clarity of the design. The building is approximately 70-feet deep by160-feet long.

The building has been oriented so that it will be the least offensive to the residents in the immediate area. The backside (east elevation), facing the future residential areas will be designed to be seen. An effort will be made to make this elevation and rear area as attractive as possible in consideration that it will only serve as service access. Lighting will be subdued after 10:00 PM, trash will be screened, mechanical equipment will be colored and screened as well.

The orientation of the existing restaurant to the south was reviewed and was suggested to have the future subject commercial development be situated not to block the view to the restaurant.

The building will be a single-story, this will not over-power the area residents with architecture that will be an asset to the neighborhood. The applicant will provide detailed character drawings of the architecture prior to approval the final site plan. A conceptual landscape plan has been submitted with this application so as to show the intent of the applicant to demonstrate the quality of the development. The commercial will be compatible to the neighborhood.

There will be standards/guidelines placed in the lease arrangements that suggest how the building will be used. These suggested guidelines set the hours of operation, and the allowable levels of noise, lighting and the amount of loitering allowed. The buildings will be low in profile with 10 to 12-foot ceilings, potentially with colorful awnings and tasteful, but understated signage.

Compatibility to Existing Zoning

The subject site is currently zoned *R-5, Mobile Home.* The property to the north is C-2, along Dysart Road and R1-6 to the north of the future residential site. The property to the east of the site is zoned A-1, the property located across Dysart is zoned R-5.

The current zoning is not economically feasible or is desired by most City staff planners. The economic value of the proposal and the amount of care required to maintain and secure a well-maintained development will be far more reasonable in the form of commercial retail over mobile homes.

The applicant proposes to have C-2 on the front 245-feet of the site, (in addition to the 55-foot half street on Dysart Road). The applicant will reserve the rear portion of the site for later uses

Proposed Circulation

Dysart Road is a key street to the City of Avondale; it is a critical link to the historical part of town. There are numerous types of uses along Dysart Road.

The proposed site accesses directly to Dysart Road. There is a single access point to Dysart that is located along the north side of the site, the secondary access is via access to the east then north along a R.O.W. to then Washington Street. From this access drive there are two egress points to the parking lot with approximately 52 parking spaces. The drive continues east to offer circulation to the rear of the commercial, then to the future residential. There will be no access to the industrial area to the east.

The rear site has an additional access to Washington Street. The commercial site has then two points of access in case of emergency situations.

Circulation should be minimal and will be coordinated with the traffic engineer at the City of Avondale as required. The applicant expects a significant amount of patrons walking to the subject site.

The subject site will have a dedicated easement for a future collector street liking Dysart Road to the rear of the site. A "cross-access" agreement will be apart of the final site plan submittal setting aside the right to access the rear/easterly property.

Services (Water/Sewer/Schools/Fire/etc):

Water:
The site will connect to services in Dysart Road. There is a 6 inch water line in Dysart Road as depicted on the provided plan.

Sewer:
The site will connect to services in Dysart Road. There is an 8 inch sewer line in Dysart Road as depicted on the provided plan.

Dry Utilities:
Gas via Southwest Gas, electricity via APS, and cable via Cox

Elementary School:
Avondale Elementary School District, there is no requirement for commercial development

High School:
Agua Fria High School District

Existing Facilities and Other Services:
The site is located close to the core of the City of Avondale. All reasonable services are within a relatively short distance. Higher education, a hospital, numerous dining options, employment choices child care, variety of shopping, and all other features which can be complimented by additional more detailed shopping choices potentially offered by Agua Fria del Oeste.

Fire Services:
The nearest fire provider and station is provided and located by the Avondale Fire Department, located at 101 South 5th Street, 0.75 mile away from the site.

Signage:
Signage on the building will be to City of Avondale standards. Sizes, lighting, colors will all be either the City standards or be proposed to the City.

Notification:
Lawyers Title Company has created the required notification list, the list provides for all the neighbors of record within the required 500-feet. The list names are within the submittal package, as well as the required 3 sets of stamped envelopes and maps.

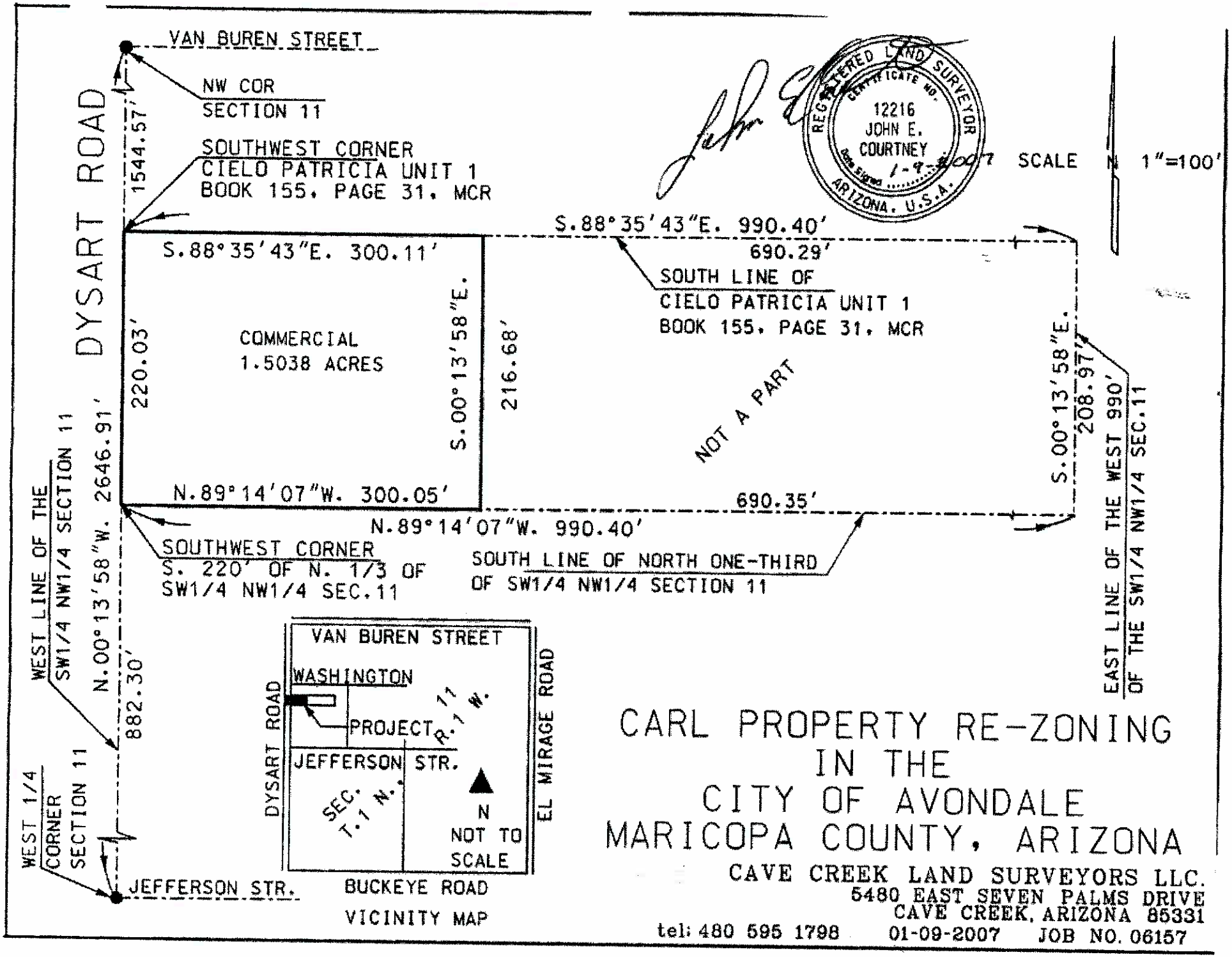

VAN BUREN STREET
NW COR
SECTION 11
SOUTHWEST CORNER
CIELO PATRICIA UNIT 1
BOOK 155, PAGE 31, MCR
DYSART ROAD
1544.57'
S.88°35'43"E. 990.40'
690.29'
SOUTH LINE OF
CIELO PATRICIA UNIT 1
BOOK 155, PAGE 31, MCR
S.88°35'43"E. 300.11'
COMMERCIAL
1.5038 ACRES
220.03'
S.00°13'58"E.
216.68'
NOT A PART
S.00°13'58"E.
208.97'
690.35'
N.89°14'07"W. 300.05'
N.89°14'07"W. 990.40'
SOUTHWEST CORNER
S. 220' OF N. 1/3 OF
SW1/4 NW1/4 SEC.11
SOUTH LINE OF NORTH ONE-THIRD
OF SW1/4 NW1/4 SECTION 11
WEST LINE OF THE
SW1/4 NW1/4 SECTION 11
N.00°13'58"W. 2646.91'
882.30'
EAST LINE OF THE WEST 990'
OF THE SW1/4 NW1/4 SEC.11
WEST 1/4
CORNER
SECTION 11
JEFFERSON STR.
BUCKEYE ROAD
VAN BUREN STREET
WASHINGTON
PROJECT
R.1 W.
JEFFERSON STR.
SEC.
T.1 N.
DYSART ROAD
EL MIRAGE ROAD
N
NOT TO
SCALE
VICINITY MAP
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
12216
JOHN E.
COURTNEY
1-9-2007
ARIZONA, U.S.A.
SCALE
1"=100'
CARL PROPERTY RE-ZONING
IN THE
CITY OF AVONDALE
MARICOPA COUNTY, ARIZONA
CAVE CREEK LAND SURVEYORS LLC.
5480 EAST SEVEN PALMS DRIVE
CAVE CREEK, ARIZONA 85331
tel: 480 595 1798
01-09-2007
JOB NO. 06157

EXHIBIT F

Exhibit G

Agua Fria del Oeste

Neighborhood Meeting

A neighborhood meeting was held to City of Avondale standards. The notices were mailed in time by City staff, the approved and photographed sign was posted on the property and the location to the hold the meeting was at a reasonable location suggested by staff.

The meeting was held at the Agave Room at the Avondale City Hall building at 6:00 PM on September 28, 2006. The room was attended by a representative for the project, Ed Reichenberg (myself), and there were clear graphics available with detailed plans of the proposal.

One family that signed the provided sheet attended the meeting. A presentation was made to Mom, Dad and young daughter and all questions were answered. They were in support of the proposal and felt that a commercial retail building would be a "good" for them. They asked a question that was "sort of" not related to this project. They said their neighbor had told them that if the subject building was built they would have to sell their house that is located on the north side of Washington Street, east of Dysart. I told her that was not true, and if the neighbor needed to talk with me I would be more than happy to do so. I gave them phone numbers and a graphic.

I stayed on site from 5:45 to 7:15PM; there was just the one family.

Thank you,
Ed Reichenberg

A PROPOSAL FOR FUTURE COMMERCIAL
& SINGLE-LEVEL/SINGLE BLDG.

AGUA FRIA DEL OESTE
NEIGHBORHOOD MEETING
SEPTEMBER 28, 2006

PLEASE SIGN IN:

NAME	WAY OF CONTACT:
1. ED REICHENBERG	602-367-0464
2. [illegible]	623 882 3783
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

EXHIBIT H

draft

Minutes
City Of Avondale
Planning Commission
Regular Meeting
City Council Chambers
11465 W. Civic Center Dr.
Avondale, AZ 85323
Thursday, January 18, 2007
7:00 P.M.

I. CALL TO ORDER

The regular meeting was called to order at approximately 7:00 p.m. by Chairperson Lageschulte.

II. ROLL CALL

The following members and representatives present:

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Edward Meringer, Commissioner
Alan Lageschulte, Chairperson

COMMISSIONER ABSENT:
Michael Alcorn, Commissioner

CITY STAFF PRESENT
David Fitzhugh, Interim Development Services Director
Mr. Scott Wilken, Acting Senior Planner
Ms. Megan Neal, Planner I
Mr. Dean Svoboda, Long Range Planning Director

Commissioner Grimsley MADE a MOTION to EXCUSE Commissioner Alcorn. Commissioner Copeland SECONDED the MOTION. The motion passed unanimously.

Chairperson Lageschulte introduced Commissioner Linda Webster and welcomed her to the Commission.

III. APPROVAL OF MINUTES

Commissioner Grimsley MADE a MOTION to APPROVE the December 14, 2006 Special Work Session minutes. Commissioner Copeland SECONDED the MOTION. The motion passed unanimously.

IV. BUSINESS FROM THE FLOOR

There was none.

V. OPENING STATEMENT

Chairperson Lageschulte read the Opening Statement.

VI. WITHDRAWALS AND CONTINUANCES

There were none.

VII. PUBLIC HEARING ITEMS

1.	APPLICATION NO.:	Z-05-19
	APPLICANT:	Mr. Ed Reichenberg, Carl Investments Limited Partnership 3200 East Camelback Road, Suite 275, Phoenix, Arizona 85016
	REQUEST:	The applicant is requesting to rezone 1.52 acres from R-5 (Mobile Home Park) to C-2 (Community commercial). The property is located south of the southeast corner of Washington Street and Dysart Road. Staff Contact: Megan Neal (623) 333-4018.

Ms. Neal presented the staff report for Z-05-19 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the rezoning.

Chairperson Lageschulte asked for clarification in the presentation asking if a mobile home park is located across from the proposed rezoning. Ms. Neal stated that it is a housing project which is owned by Maricopa County.

Chairperson Lageschulte asked the Commission if they had questions.

Commissioner Webster said in reviewing the packet there is mention of a road that is current undeveloped. She asked where the access will be located.

Ms. Neal explained the applicant will need to conduct a traffic study. The study will determine where the access should be located whether it is the north side or the south side of the property.

Mr. Reichenberg, Carl Investments Limited Partnership, 3200 East Camelback Road, Suite 275, Phoenix, Arizona, 85016, stated he is available for questions.

Chairperson Lageschulte asked the applicant if the purpose for the rezoning was for a specialty food store, laundry service, and those types of neighborhood services. Mr. Reichenberg said that is correct.

Chairperson Lageschulte asked if the Commission had questions for the applicant. There were none.

Commissioner Iwanski asked staff to define a minor land division. Ms. Neal explained a minor land division divides property into multiple lots or parcels.

The applicant is requesting one division from one property creating two parcels.

Chairperson Lageschulte opened the meeting for public comment on Z-05-19.

No one in the audience wished to address the Commission.

Commissioner Copeland stated she hoped that since the property is located in the heart of a community and away from the traffic flow of the interstate, she would hope the applicant would provide an opportunity for small business owners and independent businesses that often have difficulties opening in other commercial development areas.

As there were no more comments made, Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for the motion.

Chairperson Lageschulte felt this is a great opportunity for the City of Avondale to expand its opportunities. He agreed with Commissioner Copeland's comments regarding small businesses.

Commissioner Grimsley felt with a school in close proximity this proposal will keep a positive environment around the students.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

2.	APPLICATION NO.:	TA-06-11
	APPLICANT:	City Council
	REQUEST:	Amend the Zoning Ordinance to allow medical office uses in the C-1 (Neighborhood Commercial) district without a conditional use permit. Staff Contact: Dean Svoboda, Long Range Planning Director.

Mr. Svoboda presented the staff report for TA-06-11 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the text amendment.

Chairperson Lageschulte asked the Commission if they had questions. There were none.

Chairperson Lageschulte opened the public hearing. No one in the audience wished to address the Commission. Chairperson Lageschulte closed the public hearing.

Chairperson Lageschulte called for a motion.

Commissioner Copeland MADE a MOTION to recommend approval of the Zoning Ordinance Text Amendment to allow medical office uses in the C-1 (Neighborhood Commercial) district without a conditional use permit. Commissioner Webster seconded the MOTION.

Chairperson Lageschulte stated he was pleased to see this text amendment come before the Commission.

Commissioner Iwanski thanked staff for this housekeeping amendment. He suggested if there are other housekeeping items that could be addressed he would encourage staff to bring these items before the Commission.

Chairperson Lageschulte stated the next two items will be heard together with separate motions taking place.

3.	APPLICATION NO.:	CU-06-6
	APPLICANT:	Mr. David Cardenas, Bollinger & Cardenas Architects, Inc. 3428 Indian School Road, Phoenix, Arizona 85018
	REQUEST:	The applicant is requesting a conditional use permit for child care in the Durango Park PAD zone district. The property is located at the northeast corner of Avondale Boulevard and Lower Buckeye Road. Staff Contact: Scott Wilken (623) 333-4016.

VIII. OTHER BUSINESS

4.	APPLICATION NO.:	DR-06-10
	APPLICANT:	Mr. Mark Bowker, K&I Architects 1850 N. Central, Suite 200, Phoenix, Arizona 85004
	REQUEST:	The applicant is requesting master site plan approval for Durango Plaza. The property is located at the northeast corner of Avondale Boulevard and Lower Buckeye Road. Staff Contact: Scott Wilken (623) 333-4016.

Mr. Wilken presented the staff report for CU-06-6 and DR-06-10 to the Planning Commission. Staff recommends the Planning Commission recommend approval of the Conditional Use Permit and the Master Site Plan.

Chairperson Lageschulte asked if a traffic signal is planned for this intersection. Mr. Wilken stated yes and added that a stipulation has been included which requires the applicant to contribute up to ¼ of the cost.

Commissioner Copeland asked if staff had concern with Exhibit E. She felt there is not enough spacing between shops.

Mr. Wilken stated this has been reviewed by staff and that particular area will not be used for primary access. He indicated where the day care entrance would be located and also where the pedestrian traffic would be located. He added there will be 7 feet of landscaping provided. Mr. Wilken stated there is no direct access to the day care playground.

Chairperson Lageschulte stated a gate or fence could be constructed across the front of the facility to help deter someone from trying to gain access to one of the children.

Commissioner Grimsley asked if the alleyway behind shop A is designed for a walkway only. Mr. Wilken said yes, as the walkway is not designed to be large enough for vehicles.

Commissioner Iwanski referred to stipulation 9. He asked staff to indicate where the bus pullout would be located on the site plan.

Chairperson Lageschulte asked about the traffic crossing on Avondale Boulevard. Mr. Wilken stated the Traffic Division has reviewed this plan and has recommended that three lanes at the intersection would be required by demand in approximately 20 years. He said that traffic studies are conducted during non-event times to more accurately account for peak traffic hours.

Chairperson Lageschulte opened the public hearing.

Mr. Ruben Amato, 1727 West Earl Drive, Phoenix, Arizona, 85015, stated he is the architect for the Master Site Plan request. Mr. Amato felt this is a strong project for the City of Avondale and will provide some conveniences for the adjacent residential area. He stated he was available for questions.

Commissioner Grimsley asked if any thought was given to constructing the playground area so close to the rear of the shops.

Mr. Amato stated this is mainly an exit corridor and added it may not be utilized. He said the children will be supervised at all times. He felt the wrought iron would make it possible for the adults to monitor any activity taking place in the rear of the shops.

Commissioner Grimsley added he is concerned with employees of the other shops utilizing this area for smoke breaks.

Mr. Boris Gaedtke, 3428 East Indian School Road, stated this issue was discussed with staff. He said the view would be a metal view fence with masonry wall between the shops and the playground in order to provide more protection for the students.

Chairperson Lageschulte stated he was pleased with the masonry fence being included.

Commissioner Meringer asked if the alleyway would be opened or locked. Mr. Wilken said it would be an open corridor. He added there will be property security lighting.

Commissioner Webster asked if the local law enforcement would have an opportunity to review this plan. Mr. Wilken said yes, all city departments are given the opportunity to review the site plan. The Police Department did not express any concern this with plan.

Chairperson Lageschulte opened the public hearing. No one wished to address the audience. Chairperson Lageschulte closed the public hearing.

Commissioner Grimsley MADE a MOTION to recommend approval of the CU-06-6 to allow a conditional use permit for a child care center in the Durango Park PAD zone district subject to two staff recommended stipulations. Commissioner Iwanski seconded the MOTION.

Commissioner Copeland wanted to ensure the revised site plan would indicate the wrought iron wall would be masonry.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

Commissioner Iwanski MADE a MOTION to recommend approval of the DR-06-10 which is a request for Master Site Plan and Final Site Plan for pads A, B, and E of Durango Plaza, subject to the 14 stipulations recommended by staff. Commissioner Copeland seconded the MOTION.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 6 to 0.

5. Chair and Vice Chair Nominations

Chairperson Lageschulte stated there was a nomination for vice chair for Commissioner Meringer and for chairperson was Commissioner Lageschulte. He asked for any other nominations. There were none.

Chairperson Lageschulte called for the roll call vote for Commissioner Meringer for Vice Chairperson. The vote passed with all Commissioners voting in favor.

Chairperson Lageschulte called for the roll call vote for Commissioner Lageschulte for Chairperson. The vote passed with all Commissioners voting in favor.

XI. PLANNING STAFF REPORT

Recent City Council Actions on Development Projects

Mr. Fitzhugh stated at Monday night's City Council meeting there was one planning related item which was a Final Plat for Three Rivers Development located at Van Buren Road, between 103rd and 105th Avenues, which was approved on consent.

Chairperson Lageschulte stated the documentation that has been provided by staff is very interesting and beneficial in keeping the Planning Commission informed.

X. COMMISSION COMMENTS AND SUGGESTIONS:

Chairperson Lageschulte asked that staff provide an updated Commission listing of phone numbers and addresses of all Commissioners.

Chairperson Lageschulte stated a new park is being constructed at Lower Buckeye Road and Central Avenue. He stated that it was brought to his attention that the City of Avondale does not have a hunting ordinance. He asked that staff review this issue as there is hunting taking place in the adjacent area. Mr. Fitzhugh assured the Commission that staff would research this concern.

Commissioner Iwanski also thanked staff for providing the Commission with a copy of the visioning retreat comments. He asked if the vision will remain the same with the approval of Proposition 207.

Chairperson Lageschulte thanked the Commission for their confidence in voting him as chairperson for another year.

Commissioner Copeland welcomed new Commissioner Webster.

XI. ADJOURNMENT:

With no further business, the meeting concluded at approximately 8:10 P.M.

NEXT MEETING: February 15, 2007 – Council Chambers

_____

Staff Signature

(Rev 4/9/04)

Commission Secretary
Approved by the Commission on 02-15-2007

Exhibit I

Ordinance

In review with City Attorney

Exhibit J

Proposition 207 waiver

In review with City Attorney

ORDINANCE NO. 1250-207

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 1.52 ACRES LOCATED AT THE SOUTH OF THE SOUTHEAST CORNER OF WASHINGTON STREET AND DYSART ROAD AS SHOWN IN FILENAME Z-05-19, REZONING SUCH PROPERTY FROM MOBILE HOME PARK (R-5) TO COMMUNITY COMMERCIAL (C-2).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment to be held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, January 18, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on February 20, 2007.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That ± 1.52 acres of certain real property generally located at the south of the southeast corner of Washington Street and Dysart Road as shown in filename Z-05-19 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Mobile Home Park (R-5) to Community Commercial (C-2) subject to the following stipulations:

1. A Minor Land Division shall be approved prior to issuance of a certificate of occupancy.

2. Development shall be in substantial conformance with the narrative dated December 13, 2006.

3. The Applicant shall be required to dedicate 65' of ROW for Dysart Road improvements and record an ingress/egress easement for additional access to the east parcel prior to issuance of a certificate of occupancy.

4. A traffic study shall be approved by the City Engineer prior to Site Plan approval.

5. All perimeter half street improvements shall be constructed in the first phase of development.

SECTION 2. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 20, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1250-207

[Legal description and map of the Property]

See following pages.

LEGAL DESCRIPTION

CARL PROPERTY AVONDALE COMMERCIAL RE-ZONE

That portion of the south 220.00 feet of the north one-third of the west 990.00 feet of th southwest quarter of the northwest quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, describ as follows:

Commencing at the west quarter corner of said Section 11 marked with a brass cap in hand hole whence the northwest corner of said Section 11 marked with a brass cap in hand hole lines North 00 degrees 13 minutes 58 seconds West 2646.91 feet;

Thence North 00 degrees 13 minutes 58 seconds West along the west line of the northwest quarter of said Section 11 a distance of 882.30 feet to the southwest corner of the south 220.00 feet of the north one-third of the southwest quarter of the northwest quarter of said Section 11 and the POINT OF BEGINNING;

Thence continuing North 00 degrees 13 minutes 58 seconds West along said west line a distance of 220.03 feet to the northwest corner of the south 220.00 feet of the north one-third of the southwest quarter of the northwest quarter of said Section 11 and the southwest corner of Cielos Patricia Unit I according to Book 155, Page 31, records of Maricopa County;

Thence departing said west line South 88 degrees 35 minutes 43 seconds East along the south line of said Cielos Patricia Unit I a distance of 300.11 feet to the east line of the west 300.00 feet of the southwest quarter of the northwest quarter of said Section 11;

Thence departing said south line South 00 degrees 13 minutes 58 seconds East parallel with and 300.00 feet east of said west line a distance of 216.68 feet to the south line of the south 220.00 feet of the north one-third of the southwest quarter of the northwest quarter of said Section 11;

Thence North 89 degrees 14 minutes 07 seconds West along said south line a distance o 300.05 feet to the POINT OF BEGINNING.

Containing 65,507 square feet or 1.5038 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
12216
JOHN E.
COURTNEY
Date Signed 1-9-2007
ARIZONA, U.S.A.

Subject Site
Z-05-19

Avondale

Subject Property