CITY COUNCIL AGENDA

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

REGULAR MEETING
May 21, 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 Resolution 2653-507 honoring and recognizing Dave Cano for his years of service to the City of Avondale upon the occasion of his retirement. The Council will take appropriate action and present the resolution to Mr. Cano.**

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. Work Session of April 9, 2007
   b. Work Session of April 16, 2007
   c. Regular Meeting of April 16, 2007

b. **ANNEXATION AUTHORIZATION - LAKIN RANCH**
   City Staff is requesting Council authorization to proceed with the annexation of approximately 1,100 acres of land located between Avondale Blvd. and Dysart Rd. on the Broadway Rd alignment. The Council will take appropriate action.

c. **CONTRACT AMENDMENT, LICENSING & HOSTING SERVICES AGREEMENT WITH INFOR GLOBAL SOLUTIONS, INC.**
   The Council will consider a request for approval of a contract amendment with Infor Global Solutions, Inc. for assessment management software licenses. The Council will take appropriate action.

d. **THIRD QUARTER BUDGETARY REPORT FOR PERIOD ENDING 3/31/07**
   The Council will review the City's current financial/budgetary position through the third quarter budgetary report for the period ending 3/31/07. The Council will take appropriate action.

e. **UNARMED SECURITY GUARD SERVICES**
   The Council will consider a contract to Blackstone Services, LLC for the purpose of providing unarmed security guard services at the City of Avondale Municipal Operations Service Center and other facilities as required in the amount of $14.23 per hour, resulting in an estimated annual cost of $62,156.64 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The

Council will take appropriate action.

f. **SITE PLAN APPROVAL EXTENSION - CORONADO PROFESSIONAL OFFICES (DR-05-40)**
The Council will consider a request for approval of a site plan extension for Coronado Professional Offices, 9 acres located on the southwest corner of Dysart Road and Osborn Road (application DR-05-40). The Council will take appropriate action.

g. **SALE OF CITY REAL PROPERTY, LOCATED AT THE SOUTH INTERSECTION OF RILEY DRIVE AND ELISEO FELIX JR. WAY**
The Council will consider authorizing the sale of approximately 415,998 square feet (+/- 9.55 acres) of City-owned real property located at the SWC of Riley Drive and 10th Street (the "Riley Property") for the amount of $1,663,992.00 and authorizing the City Manager and City Clerk to enter into a purchase agreement with SLT Express Way, Inc. and EMM3 Development, LLC (collectively "SLT") to execute all necessary documents related to the sale. The Council will take appropriate action.

h. **RESOLUTION 2652-507 AUTHORIZING INTERGOVERNMENTAL AGREEMENT - ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSEMENT GRANT ON PARCEL 102-57-006C**
The Council will consider a resolution authorizing the City Manager to enter into an Intergovernmental Agreement with the Arizona Department of Environmental Quality (ADEQ) for the purpose of providing funding to the City of Avondale through the Brownfields States Response Grant (SRG) to conduct Phase I and Phase II environmental site assessment on property generally located at the southeast corner of Roosevelt Street and Avondale Boulevard. The Council will take appropriate action.

i. **RESOLUTION 2646-507- INTERGOVERNMENTAL AGREEMENT RENEWAL TO PROVIDE CASE MANAGEMENT SOFTWARE FOR THE CITY COURT**
The City Council will consider a resolution authorizing the renewal of an intergovernmental agreement with the cities of Goodyear, Glendale, Peoria, Scottsdale and Surprise to provide court case processing AZTEC Wizard Software for three additional one-year terms. The Council will take appropriate action

j. **RESOLUTION 2650-507 - CANVASS OF VOTES FOR THE MAY 15, 2007 SPECIAL BOND ELECTION**
The Council will consider a resolution canvassing the vote for the May 15, 2007 Special Bond Election. The Council will take appropriate action.

k. **RESOLUTION 2648-507 - AUTHORIZING THE CITY MANAGERS OFFICE TO SUBMIT A TRANSPORTATION ENHANCEMENT FUNDS GRANT APPLICATION FOR I-10 BEAUTIFICATION PROJECT**
The Council will consider a resolution authorizing the City Managers Office to submit a Transportation Enhancement Funds grant application for the I-10 Beautification Project. The Council will take appropriate action.

l. **RESOLUTION 2649-507 - AUTHORIZING THE ENGINEERING DEPARTMENT TO SUBMIT A TRANSPORTATION ENHANCEMENT FUNDS GRANT APPLICATION FOR SIDEWALKS ALONG AVONDALE BLVD.**
The Council will consider a resolution authorizing the Engineering Department to submit a Transportation Enhancement Funds grant application for sidewalks along Avondale Blvd. The Council will take appropriate action.

m. **RESOLUTION 2651-507 - CITY COUNCIL PROCEDURES**
The Council will consider a resolution amending Section 15.5f of the Council Rules of Procedure regarding removal of Board, Commission and Committee members. The Council will take appropriate action.

n. **ORDINANCE 1260-507 - AUTHORIZING THE SALE OF REAL PROPERTY - CARRILLO**
Staff is requesting that the City Council adopt an ordinance authorizing the sale of real property generally located at the southeast corner of 111th Avenue and 4th Street in Cashion (APN # 101-17-162) to Mr. Sixto Carrillo Jr. for $22,000. The Council will take appropriate action.

5 **SUBRECIPIENT AGREEMENT WITH NEIGHBORHOOD HOUSING SERVICES OF**

SOUTHWEST MARICOPA COUNTY

City Council approval is sought to enter into a contract with Neighborhood Housing Services of Southwest Maricopa County (NHS) in the amount of $145,950 to conduct a homebuyer assistance program in Avondale. The purpose of the program is to assist low-income first time homebuyers with the down payment and closing costs necessary to purchase their first home. The Council will take appropriate action.

6 SUBRECIPIENT AGREEMENT WITH FSL HOME IMPROVEMENTS, INC. FOR HOUSING REHABILITATION SERVICES

City Council approval is sought to enter into a contract with FSL Home Improvements, Inc. (FSL) in the amount of $360,318 to conduct a single family owner occupied housing rehabilitation program in Avondale. The purpose of the program is to alleviate health and safety hazards in homes owned by low income persons and generally improve the condition of housing in low-income neighborhoods. Through this contract FSL will complete 12 emergency and 3 substantial housing rehabilitation projects. The Council will take appropriate action.

7 RESOLUTION 2647-507 - SETTING FORTH THE FISCAL YEAR 2007-2008 TENTATIVE BUDGET

The council will review and consider a resolution establishing the maximum expenditure levels for the 2007-2008 fiscal year. The Council will take appropriate action.

8 MASTER SITE PLAN AND FINAL SITE PLAN FOR PHASE IV OF TRINITY LUTHERAN

The Council will consider a request for approval of DR-06-34, Trinity Lutheran Master Site Plan approval and Final Site Plan for Phase IV approval (continued from 5/7/07). The Council will take appropriate action.

9 PUBLIC HEARING – CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS "MONOPALM"(CU-06-10)

The Council will hold a Public Hearing and will consider a Conditional User Permit for a wireless communications "monopalm" within the Universal Technical Institute (UTI) site, 23.2 acres located on the southeast corner of 107th Avenue and Pierce Street. The Council will take appropriate action.

10 PUBLIC HEARING – CONDITIONAL USE PERMIT FOR DRU'S U-HAUL (CU-06-9).

The Council will hold a Public Hearing and will consider a request for a Conditional User Permit for Dru's U-Haul in the C-2 (Community Commercial) Zoning District, one acre north of Van Buren and west of Eliseo C. Felix Jr. Way at 1500 N Eliseo C. Felix Jr. Way. The Council will take appropriate action.

11 PUBLIC HEARING AND ORDINANCE 1261-507– LA ENTRADA REZONING FROM R1-6 TO PAD (Z-05-12)

The Council will hold a public hearing and consider Ordinance 1261-507 which would rezone approximately 60 acres from R1-6 (Single-Family Residential) to PAD (Planned Area Development) to allow a mixed-use developmentf at La Entrada development located on the west side of 99th Avenue, north and south of the Encanto Blvd. alignment. The Council will take appropriate action.

12 EXECUTIVE SESSION

a. The Council may hold an executive session Pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's attorney in order to consider its position and instruct the City's attorney regarding the Council's position regarding negotiations for (i) acquisition of the Rigby Water Company, (ii) a lease agreement with Estrella Mountain Community College and (iii) a possible development agreement for a project near 107th/McDowell.

13 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:
Resolution 2653-507 - Recognizing Dave Cano upon his retirement

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council will consider a resolution honoring and recognizing Dave Cano for his years of serve to the City of Avondale.

BACKGROUND:

David O. Cano, was hired by the City of Avondale on April 3, 2000. He had been retired for eight years from the City of Phoenix where he had worked in the Engineering Department for 33 years.

While with the City of Avondale Dave worked as an Engineering Project Manager. He worked on improving the neighborhoods of Cashion, Las Ligas and South Avondale by improving streets, sidewalks, street lights and water lines.

ATTACHMENTS:

Click to download

- RES - 2653-507

RESOLUTION NO. 2653-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING DAVE CANO FOR SEVEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on April 3, 2000, Dave Cano began his career with the City of Avondale as an Engineering Project Manager; and

WHEREAS, Dave's 40 years of government experience includes 33 years in Phoenix and seven years in Avondale in planning and engineering; and

WHEREAS, Dave came to the City at a time of great growth and as an Engineering Project Manager Dave worked on street paving, sidewalk, street light and water line projects in the areas of Cashion Las Ligas and South Avondale; and

WHEREAS, Dave demonstrated integrity and professionalism in his approach to his responsibilities and dealings with fellow employees and the public; 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 Dave Cano on the occasion of his retirement after seven 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 hereby thanks Dave for his years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 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:
May 21, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

a. Work Session of April 9, 2007
b. Work Session of April 16, 2007
c. Regular Meeting of April 16, 2007

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Annexation Authorization - Lakin Ranch

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Carmen Martinez, Deputy City Clerk (623)333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Staff is requesting Council authorization to proceed with the annexation of approximately 1,100 acres of land located between Avondale Blvd. and Dysart Rd. on the Broadway Rd. alignment.

BACKGROUND:

Staff has received a request from Robert Giocomo on behalf of Lakin Cattle Co., 115th Ave & Southern, LLC, and JHE Southern, LLC for the annexation of approximately 1,100 acres of land located between Avondale Blvd. and Dysart Rd on the Broadway Rd. alignment.

A smiliar request was received in 2004 from Coe and Van Loo on behalf of the property owners. However, City Staff had several concerns regarding the request and has been working with the developer, Pulte Homes, to address those concerns. Staff is now ready to proceed with the annexation.

The property is contiguous to existing city limits on two sides and is currently zoned Rural-43 by Maricopa County and will be designated AG (Agriculture) upon annexation. A rezoning request to PAD (Planned Aread Development) is being processed concurrently by Development Services Staff.

Upon Council approval to proceed with the annexation and receipt of utility information from the Department of Revenue, staff will initiate the annexation process which will include the filing of a blank annexation petition at the county recorder's office, scheduling, posting and holding a public hearing within 30 days of filing the blank petition, filing the completed annexation petition at the county recorder's office, and adoption by the City Council of the annexation ordinance.

RECOMENDATION:

City Staff is recommending that Council authorize the City Clerk to proceed with the annexation process.

ATTACHMENTS:

Click to download

- Annexation request

Lakin Cattle Company
4456 S. DYSART ROAD
AVONDALE, ARIZONA 85323
623-932-3970

April 3, 2007

Linda M. Farris,
City Clerk
City of Avondale
11465 W. Civic Center Drive
Suite 200
Avondale, AZ 85323

Re: Annexation Request for Lakin Ranch

Dear Linda:

We submitted an annexation request to the City in December of 2004 for our property known as the Lakin Ranch Cattle Company Property (the "Property"). It is our understanding that due to the lapse of time, that initial annexation request has expired and that a new request is needed. Accordingly, please consider this letter our formal request to re-initiate annexation of the Property. We have included a legal description and map for your review.

In conjunction with our original annexation request, we also submitted a rezoning request, through Pulte Homes Corporation ("Pulte"), to facilitate the development of the Lakin Ranch project on the Property. We have included a letter from Pulte that outlines the Lakin Ranch project for inclusion with this application and we hope that the information is helpful. We hope to process this annexation quickly so that we can continue pursing rezoning and development in the City of Avondale. Please let us know if you need anything further to commence the annexation process.

Sincerely,

On behalf of Lakin Cattle Co., 115th Ave & Southern, LLC, and JHE Southern, LLC, owners of the Property

the Communities of
Del Webb

March 26, 2007

Linda Farris, CMC
City Clerk
City of Avondale
11465 W Civic Center Drive, Suite 200
Avondale, AZ 85323

RE: Annexation Request for the 1,100 acre Lakin Ranch Property

Ms. Farris,

This letter is to accompany the annexation request for the Lakin Ranch Property, generally located between Avondale Blvd and Dysart Rd on the Broadway Rd alignment. As you are likely aware, the Lakin Ranch rezoning request (the "PAD") was submitted to the City in early 2005 and is being processed concurrently with the annexation. Once annexed, the Lakin Ranch project will be developed by Pulte Homes as a master planned community. A general project overview is included below.

The PAD incorporates a wide variety of residential uses, in addition to a variety of open space corridors, a 50-acre City park, and a 50-acre high school site. Additionally, the project will have commercial opportunities at appropriate locations. Pulte Homes intends to build on its reputation of exceptional community master planning at Lakin Ranch as shown below.

Lot Mix			
Land Use	**# of Lots**		**% of Total**
Attached Condominium	410		15%
Town Home Cluster	372		13%
Single Family Residential – 6600	853		31%
Single Family Residential – 7400	679		24%
Single Family Residential – 8700	464		17%
	2,777		Total

We hope to conclude the annexation and zoning process this summer and anticipate two phases of development. The first phase is scheduled to commence in January 2008 and the second is expected to begin approximately 24 months thereafter.

Although we will not be setting home prices until later in the development process, we anticipate that the condominiums and cluster products will start around $160,000 and will range up to $280,000, and that the conventional single family products will range from $210,000 up to $375,000.

If you have questions regarding this annexation request please contact me at (480) 703-1424. Thank you.

Sincerely,

John Davison
Manager of Planning & Entitlement

CITY OF AVONDALE
LEGAL DESCRIPTION FOR ANNEXATION

Being those portions of Sections 22, 23, 24, 25, and 26, Township 1 North, Range 1 West, and portions of Sections 19 and 30, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, State of Arizona, more particularly described as follows:

COMMENCING at the northwest corner of said Section 30;

thence along the north line of said Section 30, North 88°42'29" East 33.00 feet to the east Right-of-Way of Avondale Boulevard, 66.00 feet wide, and the TRUE POINT OF BEGINNING;

thence along said east Right-of-Way, South 00°08'21" East 1311.26 feet to the easterly prolongation of the southerly line of the northeast quarter of the northeast quarter of said Section 25;

thence along said prolongation and southerly line, North 89°49'14" West 1338.96 feet to the northwest corner of the southeast quarter of said northeast quarter of Section 25;

thence along the east line of the southwest quarter of said northeast quarter, South 00°07'55" East 1309.79 feet to the southeast corner of said southwest quarter;

thence along the east line of the northwest quarter of the southeast quarter of said Section 25, South 00°07'45" East 1146.51 feet to the northeast corner of the south half of the south half of the south half of said northwest quarter of the southeast quarter;

thence along the north line of said south half of the south half of the south half, North 89°45'32" West 1306.23 feet to the northwest corner of said south half of the south half of the south half;

thence along the west line of said southeast quarter of Section 25, South 00°07'28" East 163.67 feet to the southeast corner of the northeast quarter of the southwest quarter of said section 25;

thence along the south line of said northeast quarter of the southwest quarter, North 89°45'13" West 1306.44 feet to the southwest corner of said northeast quarter of the southwest quarter;

thence along the west line of said northeast quarter of the southwest quarter, North 00°06'55" West 66.00 feet to the north line of Salt River Project property described in document recorded in Book 343 of Deeds, page 53, Maricopa County Records;

thence along said north line, North 89°45'13" West 1306.43 feet to the west line of said Section 25;

thence continuing along said north line, South 89°55'11" West 2622.22 feet and South 89°55'27" West 2455.82 feet to a line parallel with and 167.00 feet easterly, measured at right angles from the west line of said Section 26 and the centerline of Dysart Road, 66.00 feet wide;

thence along said parallel line, North 00°07'12" West 1231.69 feet a point in the northerly line of the southwest quarter of said Section 26;

thence continuing along last-mentioned parallel line, North 00°06'53" West 2595.59 feet to a the southerly line of said Section 23; thence along said southerly line and its westerly prolongation, South 89°34'45" West 200.00 feet to the west Right of Way of said Dysart Road, 66.00 feet wide; thence along said west Right of Way, North 01°01'49" West 1330.00 feet to the westerly prolongation of the north line of the south half of the southwest quarter of said Section 23; thence North 89°49'49" East 33.00 feet along said prolongation to an angle point in the southerly City Limits of the City of Avondale as described in Ordinance No. 484 recorded August 31, 1990 as Document No. 90-394935, Maricopa County Records; said angle point also being the northwest corner of the south half of the southwest quarter of said Section 23;

thence along said City Limits and said north line, North 89°49'49" East 2621.91 feet to the northeast corner of said south half of the southwest quarter;

thence continuing along said City Limits line along the west line of the southeast quarter of said Section 23, North 01°04'42" West 598.82 feet to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142 of Maps, page 26, Maricopa County Records;

thence along the southeasterly line of said Lucy T. Homesites Unit Two, North 79°43'39" East 711.98 feet to the northwest corner of the parcel of land described in deed recorded as Document No. 2003-1725246, Maricopa County Records;

thence along the northwesterly and easterly lines of said parcel of land, North 79°43'39" East 610.36 feet and South 01°14'22" East 174.49 feet to the southwest corner of the north half of the northeast quarter of the southeast quarter of said Section 23;

thence North 89°57'23" East 1339.06 feet to the east Right-of-Way of El Mirage Road, 66.00 feet wide;

thence along said east Right-of-Way, South 01°24'07" East 1960.81 feet to the southerly line of said Section 24;

thence along said south line of Section 24, South 89°50'47" East 2578.59 feet to the south quarter corner of said Section 24;

thence North 00°55'39" West 1314.34 feet to the northwest corner of the south half of the southeast quarter of said Section 24;

thence along the north line of said south half and its easterly prolongation, North 89°59'24" East 2655.36 feet to said east Right-of-Way of Avondale Boulevard, 66.00 feet wide;

thence along said east Right-of-Way, South 00°27'16" East 1320.86 feet to the TRUE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
39003
SHAWN A.
BERKRAM
DATE SIGNED
ARIZONA U.S.A.

ANNEXATION LEGAL 4-3-07

LAKIN ANNEXATION Polyline Report
4/3/2007 14:20

NORTHING	EASTING	STATION	BEARING	DISTANCE
24541.015	18093.065	0+00.000		
			S 00°08'21" E	1311.264
23229.755	18096.252	13+11.264		
			N 89°49'14" W	1338.961
23233.950	16757.298	26+50.225		
			N 90°00'00" E	0.000
23233.950	16757.298	26+50.225		
			S 00°07'55" E	1309.794
21924.160	16760.313	39+60.019		
			S 00°07'45" E	1146.507
20777.656	16762.895	51+06.525		
			N 89°45'32" W	1306.230
20783.153	15456.677	64+12.755		
			S 00°07'28" E	163.675
20619.479	15457.033	65+76.430		
			N 89°45'13" W	1306.442
20625.100	14150.603	78+82.871		
			N 00°06'55" W	66.001
20691.101	14150.470	79+48.873		
			N 89°45'13" W	1306.431
20696.722	12844.051	92+55.304		
			S 89°55'11" W	2622.218
20693.049	10221.836	118+77.521		
			S 89°55'27" W	2455.817
20689.801	7766.021	143+33.339		
			N 00°07'12" W	1231.691
21921.489	7763.444	155+65.029		
			N 00°06'53" W	2595.592
24517.075	7758.244	181+60.621		
			S 89°34'45" W	200.003
24515.607	7558.246	183+60.624		
			N 01°01'49" W	1329.997
25845.388	7534.333	196+90.621		
			N 89°49'49" E	2654.912
25853.247	10189.233	223+45.533		
			N 01°04'42" W	598.820
26451.961	10177.963	229+44.353		
			N 79°43'39" E	711.977
26578.928	10878.527	236+56.329		
			N 79°43'39" E	610.363
26687.774	11479.107	242+66.693		
			S 01°14'22" E	174.490
26513.325	11482.881	244+41.183		
			N 89°57'23" E	1339.064
26514.346	12821.945	257+80.247		
			S 01°24'07" E	1960.810
24554.123	12869.919	277+41.057		
			S 89°50'47" E	2578.591
24547.211	15448.501	303+19.648		
			N 00°55'39" W	1314.336
25861.375	15427.224	316+33.984		
			N 89°59'24" E	2655.362
25861.834	18082.586	342+89.346		
			S 00°27'16" E	1320.861
24541.015	18093.065	356+10.207		

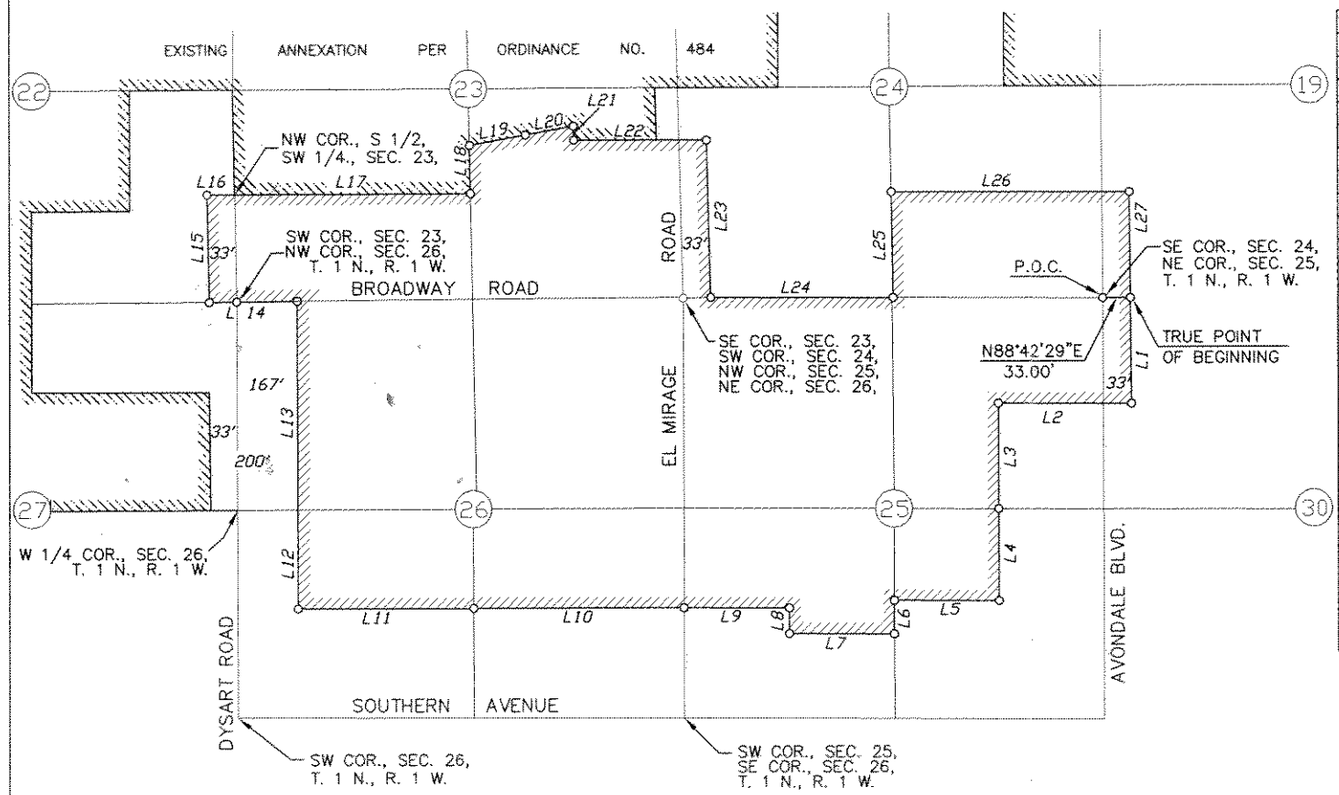
Closure Error Distance> 0.000
Total Distance> 35610.207

ANNEXATION LEGAL 4-3-07

Polyline Area: 48654151.1 sq ft, 1116.95 acres

EXHIBIT

LAKIN RANCH ANNEXATION
SECTION 22 THROUGH 26, T.1N., R.1W. AND
SECTION 19 AND 30, T1N., R.1E., G&S.R.B.&M.



LINE	BEARING	DISTANCE
L1	S 00°08'21" E	1311.26'
L2	N 89°49'14" W	1338.96'
L3	S 00°07'55" E	1309.79'
L4	S 00°07'45" E	1146.51'
L5	N 89°45'32" W	1306.23'
L6	S 00°07'28" E	163.67'
L7	N 89°45'13" W	1306.44'
L8	N 00°06'55" W	66.00'
L9	N 89°45'13" W	1306.43'
L10	S 89°55'11" W	2622.22'
L11	S 89°55'27" W	2655.82'
L12	N 00°07'12" W	1231.67'
L13	N 00°06'53" W	2595.59'
L14	S 89°34'45" W	200.00
L15	N 01°01'49" W	1330.00'
L16	N 89°49'49" E	33.00
L17	N 89°49'49" E	2621.91'
L18	N 01°04'42" W	598.82'
L19	N 79°43'39" E	711.98'
L20	N 79°43'39" E	610.36'
L21	S 01°14'22" E	174.49'
L22	N 89°57'23" E	1339.06'
L23	S 01°24'07" E	1960.81'
L24	S 89°50'47" E	2578.59'
L25	N 00°55'39" W	1314.34'
L26	N 89°59'24" E	2655.36'
L27	S 00°27'16" E	1320.86'

SCALE: N.T.S.

Entellus™
2255 N. 44th Street Suite 125
Phoenix, AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Website: www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 39003
SHAWN A. BERKRAM
Date Signed 04-05-07
ARIZONA, U.S.A.

LEGEND

CITY OF AVONDALE ANNEXATION LIMITS

PARCEL TO BE ANNEXED

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25 BEARING S 00°08'21" E

MARICOPA COUNTY

LAKIN RANCH

PROPOSED ANNEXATION PLAT

CITY OF AVONDALE, ARIZONA

DFT: 03/28/07	REVISED: XX/XX/XX
DRAWN BY: RT	CHECKED: WRJ
FILE: P\SS\APROJ\127002	PAGE: 1 OF 1

CITY COUNCIL REPORT

SUBJECT:
Contract Amendment, licensing & hosting services agreement with Infor Global Solutions, Inc.

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Kevin Hinderleider, IT Director (623)333-5007

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract amendment for a service work order, licensing & hosting services agreement with Infor Global Solutions, Inc. for asset management software (Datastream 7i), annual technical support and hosting fees, training, and professional services and approve a contingency fund transfer in the amount of $194,263.60.

BACKGROUND:

In 2003, the Water Resources Department began developing a computerized utility asset management system to facilitate work orders and assignment control by purchasing licenses, technical support and web-hosting services from Datastream Systems, Inc now Infor Global Solutions, Inc. The purchase was made after a review of other maintenance management software packages and input from the Information Technology and Finance Departments.

The Datastream 7i application is web-based and web-hosted allowing staff to access the application through the Datastream 7i web site using an internet browser. By entering a user name and password, staff gains access to the Datastream 7i application and City of Avondale data, which then can be utilized to input and view work orders and utility asset information.

A year after the original purchase, a first amendment to the contract was made to pay for annual maintenance. A year later, a second amendment was made for yearly maintenance and the purchase of 6 additional single-user licenses and associated support and hosting fees. In fiscal year 2005/2006, the City of Avondale contracted with Datastream, now Infor Global Solutions, to assist with developing a city-wide structure for the City of Avondale's utilization of the Datastream 7i asset management application and to organize Water Resources' business processes into functional groupings that were further synthesized down to individual assets.

Once the Datastream 7i application was configured to match the city-wide asset management structure, the Water Reclamation Plant data captured from the previous application was loaded into the new structure along with GIS water and sewer asset data. The Datastream 7i application was configured to utilize a City of Avondale test ArcIMS site, which allows users to view maps containing City of Avondale water and wastewater utility assets. A pilot work order project was started with the Wastewater Collections group and completed in July 2006, at which time, the Wastewater collections group began creating and completing work orders in the "live" City of Avondale Datastream 7i environment. A fourth amendment was made in 2005 to pay support and hosting fees for 11-Datastream 7i single-user licenses purchased in prior years.

DISCUSSION:

The proposed agreement with Infor is to purchase 12-Datastream 7i concurrent licenses with yearly tech support/hosting fees, training for 1-City of Avondale staff member at an Infor training facility, professional services from Infor to expand utilization of Datastream 7i to Field Operations, Parks, Recreation, Facilities and

Engineering to assist with developing complex standardized reports and an on-site application developer (secured by the City of Avondale to assist with other projects during the implementation of Datastream) See appendix A.

The application will be utilized in the following manner for these departments:

Field Operations - Pavement management
Park and Recreation - Asset management, preventative maintenance
Facilities - Building maintenance, asset management, preventative maintenance
Engineering - Asset management, preventative maintenance

Infor was chosen as the vendor of choice for these departments as the City of Avondale has an existing contract with Infor as well as the city has invested over $357,000 configuring the system to meet the asset management, preventative maintenance and work order needs of the Water Resources Department. During the configuration of the application for the Water Resource Department, Infor and Lisa Johnson structured the application such that other departments could easily begin utilizing the application without having to start over from the beginning. Information such as street addresses, GIS maps, standardized maps and many more features have already been configured; departments wishing to utilize the application only need to configure the specific web based forms for their department.

The utilization of one software application to meet the needs of work order, asset management and preventative maintenance will allow the City of Avondale to save money now and in the future. With the use of one vendor and software application the city staff and support personnel only need to be trained on one application and not separate packages for each department. Another cost savings factor is realized when integrating with the city's financial application, the link only needs to be developed once and not multiple times. Finally maintenance contract administration is kept to a minimum by working with only a single vendor.

BUDGETARY IMPACT:

Funding for the proposed service work order, licensing & hosting services agreement with Infor Global Solutions, Inc is available in the capital improvement contingency fund. The following amounts will be transferred into following departmental accounts:

Field Operations - $42,508.93
Park and Recreation & Facilities - $98,122.93
Engineering - $53,631.73

Total - $197,263.60

RECOMENDATION:

Staff recommends that the City Council approve a contract amendment for a service work order, licensing & hosting services agreement with Infor Global Solutions, Inc. for asset management software (Datastream 7i), annual technical support and hosting fees, training, and professional services and approve a contingency fund transfer in the amount of $197,263.60.

ATTACHMENTS:

Click to download

- Datastream Budget
- Datastream Order Form
- CityofAvondaleInforTraining&ServicesQuote

Appendix A

	Quantity	Unit Price	Unit Annual Maintenance	Unit Annual Hosting	Total
Infor EAM Software					
Infor EAM 7i Concurrent Licenses					
Engineering/Traffic	2	$ 7,999.00	$ 3,199.60		$ 19,197.60
Park, Recreation and Facilities	7	$ 7,999.00	$ 11,198.60		$ 67,191.60
Field Operations/Streets	3	$ 7,999.00	$ 4,799.40		$ 28,796.40
Hosting					
Engineering/Traffic	2	$ 1,524.00			$ 3,048.00
Park, Recreation and Facilities	7	$ 1,524.00			$ 10,668.00
Field Operations/Streets	3	$ 1,524.00			$ 4,572.00
Web Services ToolKit	1	$ 30,000.00	$ 6,000.00		$ 36,000.00
Subtotal EAM 7i Software					**$ 169,473.60**
Infor EAM Training					
7i Overview†	1	$ 3,295.00			$ 3,295.00
7i Configuration and System Planning†	1	$ 3,495.00			$ 3,495.00
					$ 6,790.00
Consulting Services					
10 days of assisting with 1st project					**$ 18,000.00**
				TOTAL	**$ 194,263.60**

†Per attendee-Plus travel and expenses
Pricing valid until April 30, 2007
††Avondale procured consultant

focus on essentials

ORDER FORM

This Order Form incorporates by reference the License and Hosting Services Agreement dated November 12, 2003 between City of Avondale ("Customer") and Datastream Systems, Inc., now known as Infor Global Solutions (Greenville) Inc., ("Infor") and denominated Agreement No. AVON-005-437 (the "Agreement"). Capitalized terms not defined in this Order Form shall have the meanings set forth in the Agreement.

Subject to and in accordance with the terms of the Agreement, Customer requests that Infor deliver the following software licenses and Support Services:

Description	Qty	Unit Price	License Fee Extended Price
Infor EAM 7i Concurrent User License	12	$ 7,999.00	$ 95,988.00
Web Services Tool Kit	1	$30,000.00	$ 30,000.00
Total License Fees			**$125,988.00**

Description	Qty	Unit Price	Support Fee Extended Price
Infor EAM 7i Concurrent User License	12	$ 1,599.80	$ 19,197.60
Web Services Tool Kit	1	$ 6,000.00	$ 6,000.00
Total Support Fees			**$ 25,197.60**
Prorated Support Fees			**$ 12,598.80**

Estimated Prorated Support Fee is based on expected contract signing date of May 2007 and next support Anniversary date of November 07.

Description	Duration	Monthly Total	Annual Hosting Extended Price
Hosting Services – Infor EAM 7i Concurrent User License	12 months	$ 1,524.00	$ 18,288.00
Total Hosting Services			**$ 18,288.00**
Prorated Hosting Services			**$ 9,144.00**

Estimated Prorated Hosting Fee is based on an expected contract signing date of May 2007 and next Hosting support date of November 07.

Additional Terms

Software and first year of support will be invoiced upon shipment FOB shipping point, with terms of net 30, and will include applicable taxes and shipping / handling fees. Services estimates indicated above are estimates only and are exclusive of travel and other out of pocket expenses, which will be invoiced as incurred by Infor, together with a 10% administrative charge and applicable taxes. Service invoices are due upon receipt of invoice.

Please sign below to confirm your order to Infor to ship the software immediately and/or to begin to schedule services as indicated above.

City of Avondale

_____
Signature

_____
Title

_____
Date

Infor Global Solutions (Michigan) Inc.
(formerly known as Datastream Systems, Inc.)

_____
Signature

_____
Title

_____
Date

PO Number (if applicable)

Bill To:

Ship to:

Quoted by: Dennis Carpenter
Date: May 11, 2007
Quote Expiration: August 1, 2007

Quotation For:

Kevin Hinderleider
IT Director
City of Avondale AZ

Description	Quantity	Unit Price	Total Price
Professional Services Implementation Support and Project Management	10 days	$1,800	$18,000
Infor EAM Enterprise (7i) Software Configuration and System Planning Training	1	$3495	$3495
Infor EAM Enterprise (7i) Overview Training	1	$3295	$3295

TOTAL Professional Services and Training	**$24,790**

*Plus applicable tax & freight
*Training will be invoiced upon completion of course(s)

***Other Charges**
Travel expenses, outside services, equipment, and facilities not furnished directly by Infor will be billed at cost plus 10%. All values quoted in US dollars.

Information needed on your PO in order to process:

Payment Terms: NET 30
Shipping Terms: ORIGIN

To accept this quotation, please fax a copy of your purchase order to my attention at 864-422-5000.

Infor Global Solutions Greenville (formerly Datastream Systems, Inc.)
50 Datastream Plaza Greenville, SC 29605 USA

CITY COUNCIL REPORT

SUBJECT:
Third Quarter Budgetary Report for Period Ending 3/31/07

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director, (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to provide Council with an overview of the City's financial status through the third quarter of fiscal year 2006-2007.

DISCUSSION:

Budget Summaries
The total budget adopted by the City Council for FY2006-2007 is $224,571,550. This includes the use of fund balance for capital projects, carryover and one-time expenditures. Through the third quarter the City expended $84,283,636 which represents 38% of the total budgeted expenditures.

During the same period, the City received $106,142,683 or 71% of the $149,172,670 in total budgeted revenues (excluding sales tax rebates). Attachment A reflects a comparison of the total revenues received and expenditures through the third quarter.

General fund revenues through the third quarter total $34,710,777 which is 79% of the $44,155,740 budgeted (after adjusting for sales tax rebates). Attachment B shows general fund revenues by category, comparing the third quarter collections to the budget.

As indicated by Attachment B, the revenue collections through the third quarter are on track with the initial projections. The categories are as follows:

- Local taxes include property taxes, sales taxes, franchise taxes and sales tax audit revenue. Collections of local taxes are at 73.33% of the total budget.
- Intergovernmental includes state shared sales, income & vehicle taxes. These collections are at 79.17% of total budget.
- Licenses & Permits, which include all building permits and business licenses, are at 68.86% of total budget.
- Charges for service include all application fees and recreation program fees.
- Fines and Forfeits and Other collections are at 119.69% and 248.07% respectively.

City Sales Tax, which makes up 43% of the general fund's projected revenue, brought in $13,690,149. After adjusting for sales tax rebates, total collections are at 72.59% of the $18,860,320 projected for the year, and are on track with the projected budget.

State shared revenues make up approximately 28% of the general fund revenue. During the third quarter, collections of these revenues are right on track and are approximately at the 86.28% mark of budgeted revenues. State shared sales tax through this quarter is up 73.4% over the prior year. State shared income tax, however, is based on collections from two years ago and is up 109.6% over last year's collections. The new

census numbers and improved economy are the factors in these large increases.

License and permit fees are below projections by approximately 6%. This is attributed to the slowing growth in the housing market.

General fund expenditures, including transfers to other funds, are at $27,913,756 or 50.83% of budget through the end of the third quarter. Department expenditures are monitored monthly and any irregular patterns are discussed with the Department Director.

Special revenue funds include the highway user revenue fund (HURF), dedicated sales tax funds and all grant funds. The HURF revenue and expenditures are at 83.45% and 60.72% of budget respectively. The grant fund expenditures are reasonably proportionate to revenues.

Dedicated sales tax revenue for capital projects is approximately 16.8% over prior year collections. The dedicated sales tax for public safety is approximately 16.9% over prior year collections for the same nine months. Overall, capital project spending is at 29.25% of budget. Development fee revenues through the third quarter are at 44% of budget. This is also attributed to the sluggish housing market.

The majority of funding for the debt service category comes from transfers from the general fund, development fee funds, or the 0.5% dedicated sales tax fund. Transfers are on schedule and secondary property tax collections are on track. Expenditures in the debt service category usually occur in January and June.

Enterprise fund revenue lags a month in posting since billings are based on actual usage of the prior month. With eight months of revenue posted, revenues are at 78.35% and 67.98% of budget for Avondale Water and Avondale Wastewater funds respectively. Sanitation revenues are currently at 63.52% of budget. Expenditures in these funds are all below 75% of budget.

RECOMENDATION:

This report is presented for information purposes only.

ATTACHMENTS:

Click to download

- 3rd Quarter Report
- 3rd Quarter Exhibits

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
General Fund			
Property Taxes	1,576,720	943,470	59.84%
Salt River Proj. In-Lieu-Tax	20,980	7,932	37.81%
City Sales Tax	18,860,320	13,690,149	72.59%
Utility Franchise Tax	367,630	454,865	123.73%
Cable Television Franchise Tax	314,660	284,615	90.45%
Sales Tax Audit Revenue	234,170	292,681	124.99%
State Shared	15,195,740	12,891,435	84.84%
Intergovernmental Revenues	1,285,500	156,179	12.15%
Licenses and Permits	3,847,870	2,649,653	68.86%
Charges for Services	1,017,540	777,472	76.41%
Fines, Forfeitures and Penalties	804,380	962,782	119.69%
Sale of Assets	0	36,160	0.00%
Miscellaneous Revenue	630,230	1,563,385	248.07%
Total Revenues	44,155,740	34,710,777	78.61%
City Council	148,296	85,736	57.81%
City Administration	958,270	664,641	69.36%
Information Technology	1,553,515	745,721	48.00%
Community Relations	663,960	449,693	67.73%
Field Operations	0	-28,740	0.00%
Non-Departmental	9,715,804	552,003	5.68%
Development Services	3,203,600	1,541,432	48.12%
Finance & Budget	1,228,800	807,088	65.68%
Human Resources Department	1,158,060	634,451	54.79%
Engineering Department	1,693,120	1,121,638	66.25%
City Clerk	372,660	205,792	55.22%
Police	11,185,690	7,408,982	66.24%
City Court	843,460	487,600	57.81%
Fire	4,949,535	3,547,074	71.66%
Economic Development	1,333,890	415,320	31.14%
Parks, Recreation & Libraries	5,210,742	3,136,155	60.19%
Neighborhood & Family Services	1,167,685	735,705	63.01%
Contingency	2,323,903	0	0.00%
Transfers Out	7,204,620	5,403,465	75.00%
Total Expenditures	54,915,610	27,913,756	50.83%

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
Special Revenue			
Highway User Revenue Fund			
Revenue	37,260	42,414	113.83%
State Shared	4,399,800	3,660,107	83.19%
Total Revenues	4,437,060	3,702,521	83.45%
Expenditures	3,821,380	2,296,516	60.10%
Contingency	90,000	0	0.00%
Transfers Out	550,000	412,500	75.00%
Total Expenditures	4,461,380	2,709,016	60.72%
Senior Nutrition			
Revenue	174,148	126,028	72.37%
Transfer In	130,000	97,500	75.00%
Total Revenues	304,148	223,528	73.49%
Expenditures	298,528	168,912	56.58%
Community Action Program			
Revenue	133,407	155,777	116.77%
Transfer In	10,500	7,875	75.00%
Total Revenues	143,907	163,652	113.72%
Expenditures	185,647	138,649	74.68%
Police Grants			
Revenue	117,710	23,371	19.85%
Transfer In	145,350	109,013	75.00%
Total Revenues	263,060	132,383	50.32%
Expenditures	253,392	163,883	64.68%
R.I.C.O. All Agencies			
Revenue	0	14,493	0.00%
Expenditures	12,761	0	0.00%
Transit Fund			
Revenue	210,770	42,410	20.12%
State Shared	318,950	521,878	163.62%
Transfer In	480,000	360,000	75.00%
Total Revenues	1,009,720	924,287	91.54%
Expenditures	1,332,450	452,980	34.00%

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
Special Revenue			
CDBG			
Revenue	476,570	0	0.00%
Expenditures	474,660	36,761	7.74%
Other Grants			
Revenue	5,328,345	1,157,512	21.72%
Transfer In	111,000	83,250	75.00%
Total Revenues	5,439,345	1,240,762	22.81%
Expenditures	5,496,601	359,816	6.55%
0.5% Dedicated Sales Tax			
City Sales Tax	7,206,420	4,702,345	65.25%
Revenue	81,670	182,719	223.73%
Total Revenues	7,288,090	4,885,064	67.03%
Expenditures	0	4,000	0.00%
Transfers Out	7,635,000	5,726,250	75.00%
Total Expenditures	7,635,000	5,730,250	75.05%
Public Safety Dedicated Sales Tax			
Revenue	25,710	140,491	546.45%
City Sales Tax	7,206,420	4,697,654	65.19%
Total Revenues	7,232,130	4,838,145	66.90%
Expenditures	6,560,160	4,329,187	65.99%
Contingency	601,600	0	0.00%
Transfers Out	798,380	598,785	75.00%
Total Expenditures	7,960,140	4,927,972	61.91%
Volunteer Fireman's Pension			
Revenue	2,500	8,486	339.45%
Expenditures	5,000	3,600	72.00%
Capital Projects			
Street Construction			
Revenue	4,131,270	9,587,278	232.07%
Transfer In	4,550,000	3,412,500	75.00%
Total Revenues	8,681,270	12,999,778	149.75%
Expenditures	19,131,940	7,053,680	36.87%

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
Capital Projects			
Police Development			
Revenue	371,260	226,566	61.03%
Transfer In	1,700,000	1,275,000	75.00%
Total Revenues	2,071,260	1,501,566	72.50%
Expenditures	2,190,000	1,400,227	63.94%
Transfers Out	117,700	88,275	75.00%
Total Expenditures	2,307,700	1,488,502	64.50%
Parkland			
Revenue	6,553,770	633,063	9.66%
Transfer In	800,000	600,000	75.00%
Total Revenues	7,353,770	1,233,063	16.77%
Expenditures	13,865,000	3,499,474	25.24%
Library Development			
Revenue	517,570	5,416,855	1046.59%
Transfer In	1,500,000	1,125,000	75.00%
Total Revenues	2,017,570	6,541,855	324.24%
Expenditures	6,883,000	4,729,205	68.71%
Transfers Out	300,000	225,000	75.00%
Total Expenditures	7,183,000	4,954,205	68.97%
Coldwater Park			
Revenue	0	97	0.00%
MDC '99 EMD Building			
Revenue	0	342	0.00%
Dysart Redevelopment Project			
Revenue	0	-586	0.00%
Landscaping Landfill Remediation			
Revenue	0	90,254	0.00%
General Government Development			
Revenue	952,130	810,093	85.08%
Transfers Out	739,440	554,580	75.00%

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
Capital Projects			
Fire Dept. Development			
Revenue	959,960	642,116	66.89%
Transfer In	167,280	125,460	75.00%
Total Revenues	1,127,240	767,576	68.09%
Expenditures	823,620	609,521	74.01%
Transfers Out	200,000	150,000	75.00%
Total Expenditures	1,023,620	759,521	74.20%
Improvement Districts			
Revenue	20,000,000	0	0.00%
Expenditures	20,000,000	0	0.00%
Vehicle Replacement			
Revenue	1,437,710	1,103,632	76.76%
Expenditures	961,660	936,738	97.41%
Equipment Replacement Fund			
Revenue	493,380	376,505	76.31%
Expenditures	662,200	643,667	97.20%
Debt Service			
General Obligation Bonds			
Revenue	4,830	31,743	657.20%
Property Taxes	2,833,630	1,738,503	61.35%
Total Revenues	2,838,460	1,770,246	62.37%
Expenditures	2,587,000	1,861,080	71.94%
Hwy User's Bonds '85/91/98			
Revenue	0	4,511	0.00%
Transfer In	550,000	412,500	75.00%
Total Revenues	550,000	417,011	75.82%
Expenditures	547,830	474,929	86.69%

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
Debt Service			
Park Issue			
Revenue	352,080	379,324	107.74%
Transfer In	983,310	737,483	75.00%
Total Revenues	1,335,390	1,116,807	83.63%
Expenditures	1,317,020	1,158,510	87.96%
Dysart Road M.D.C.			
Revenue	0	3,507	0.00%
Transfer In	770,000	577,500	75.00%
Total Revenues	770,000	581,007	75.46%
Expenditures	751,470	633,151	84.26%
.5% Dedicated Sales Tax Debt Service			
Revenue	10,000	138,532	1385.32%
Transfer In	4,835,000	3,626,250	75.00%
Total Revenues	4,845,000	3,764,782	77.70%
Expenditures	4,437,800	2,343,835	52.82%
Enterprise			
Avondale Water			
Revenue	9,792,630	7,672,584	78.35%
Expenditures	11,283,080	5,997,598	53.16%
Contingency	850,000	0	0.00%
Transfers Out	300,000	225,000	75.00%
Total Expenditures	12,433,080	6,222,598	50.05%
Avondale Wastewater			
Revenue	7,490,560	5,092,338	67.98%
Expenditures	6,676,560	4,660,588	69.81%
Contingency	650,000	0	0.00%
Total Expenditures	7,326,560	4,660,588	63.61%
Sewer Development			
Revenue	7,762,650	12,611,047	162.46%
Transfer In	150,000	112,500	75.00%
Total Revenues	7,912,650	12,723,547	160.80%
Expenditures	24,981,000	4,372,937	17.51%

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
Enterprise			
Water Development			
Revenue	6,473,610	3,562,643	55.03%
Transfer In	950,000	712,500	75.00%
Total Revenues	7,423,610	4,275,143	57.59%
Expenditures	28,859,150	7,206,051	24.97%
Water Equipment Replacement			
Revenue	167,420	142,459	85.09%
Expenditures	62,800	8,212	13.08%
Sewer Equipment Replacement			
Revenue	72,160	57,223	79.30%
Expenditures	33,500	29,863	89.14%
Sanitation			
Revenue	3,910,360	2,483,999	63.52%
Expenditures	4,084,130	2,893,252	70.84%
Contingency	350,000	0	0.00%
Total Expenditures	4,434,130	2,893,252	65.25%
Sanitation Development			
Revenue	540,320	174,461	32.29%
Expenditures	476,000	331,651	69.67%
Sanitation Equipment Replacement			
Revenue	531,120	449,625	84.66%
Expenditures	1,044,740	397,624	38.06%
Internal Service			
Printer - Copier Service			
Revenue	187,180	17,505	9.35%
Expenditures	182,000	60,575	33.28%
Contingency	17,800	0	0.00%
Total Expenditures	199,800	60,575	30.32%

City of Avondale

Third Quarter Report - Summary by Fund

Fiscal Year 2006-2007

	Budget	Actuals YTD	% YTD
Internal Service			
Risk Management			
Revenue	1,481,550	1,128,950	76.20%
Expenditures	1,422,060	1,042,031	73.28%
Contingency	130,000	0	0.00%
Total Expenditures	1,552,060	1,042,031	67.14%
Fleet Services Management			
Revenue	2,273,100	1,381,055	60.76%
Transfer In	12,700	9,525	75.00%
Total Revenues	2,285,800	1,390,580	60.84%
Expenditures	2,247,020	1,474,644	65.63%
Contingency	10,000	0	0.00%
Total Expenditures	2,257,020	1,474,644	65.34%
Grand Totals - All Funds			
Revenue	149,175,670	106,142,683	71.15%
Transfers In	17,845,140	13,383,855	75.00%
Total Sources	**167,020,810**	**119,526,538**	**71.56%**
Expenditures	224,361,549	84,283,636	37.57%
Transfers Out	17,845,140	13,383,855	75.00%
Total Uses	**242,206,689**	**97,667,491**	**40.32%**

FINANCE & BUDGET DEPARTMENT

Exhibit A

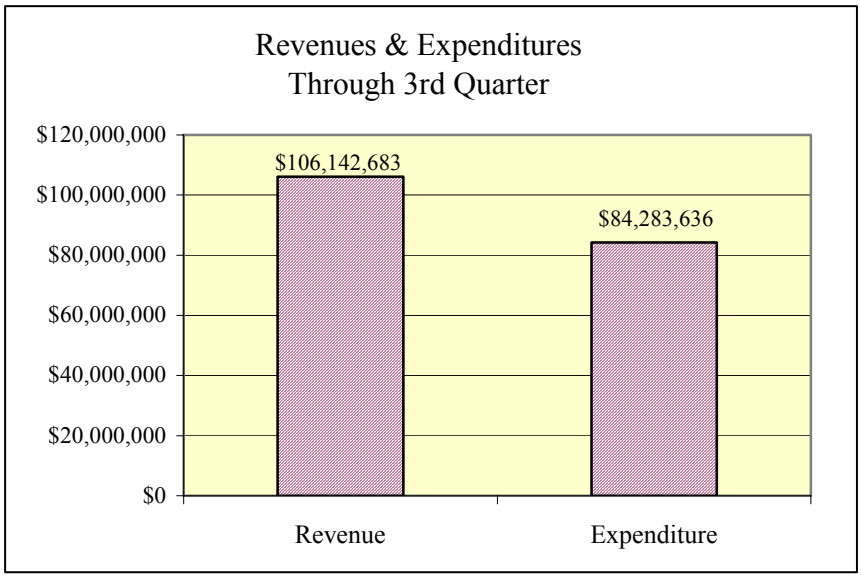
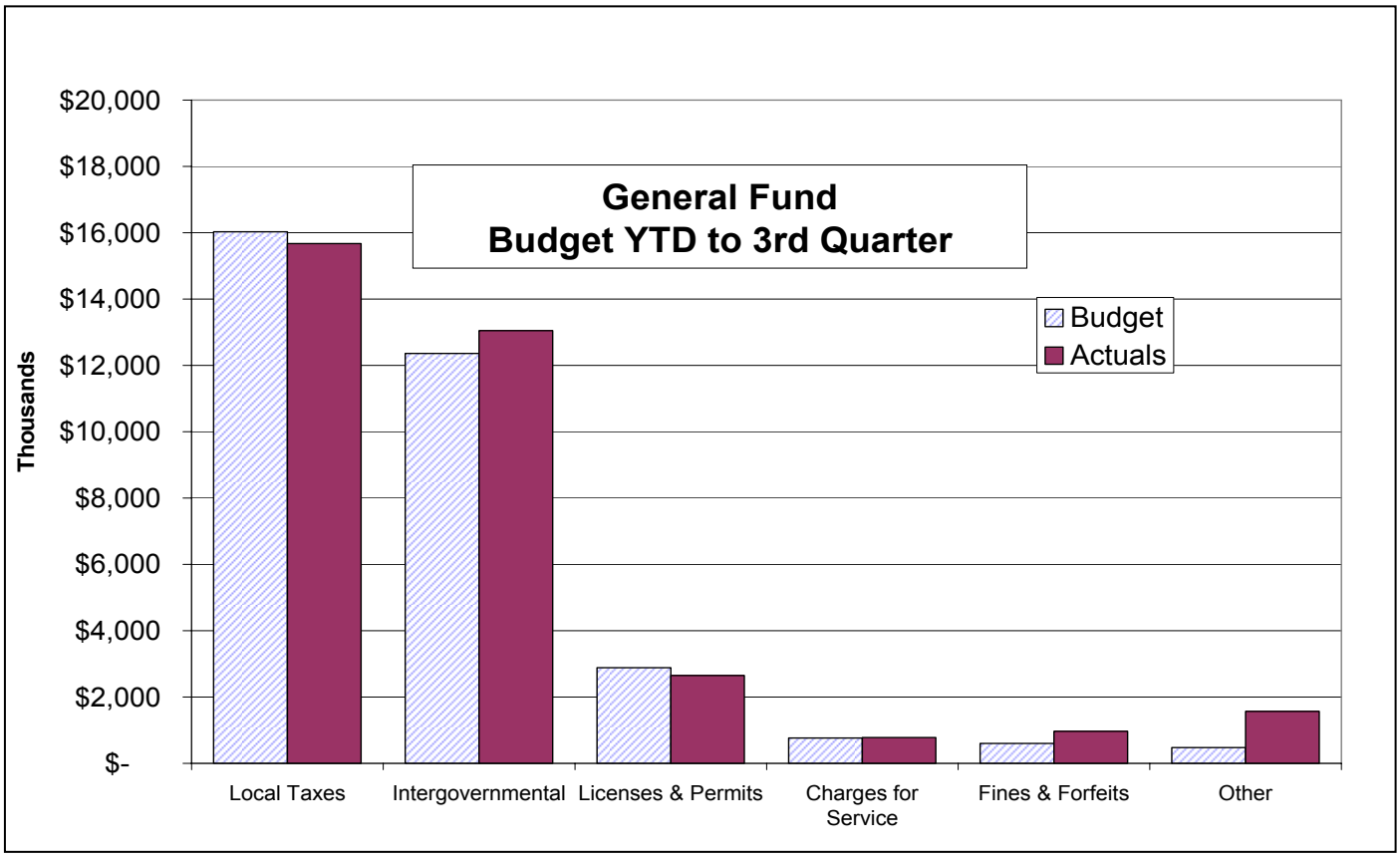


Exhibit B



CITY COUNCIL REPORT

SUBJECT:
Unarmed Security Guard Services

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Kevin Hinderleider, IT Director (623)333-5007

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending that the City Council award a contract to Blackstone Services, LLC for the purpose of providing unarmed security guard services at the City of Avondale Municipal Operations Service Center and other facilities as required in the amount of $14.23 per hour, resulting in an estimated annual cost of $62,156.64 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

Upon the opening of the new Municipal Operations Service Center, staff hired Alpha Security, through a request for quotation process, to protect against anticipated break-ins, thefts and vandalism. Staff has contracted with Alpha Security Services, on a month-to-month basis, for an unarmed security guard to patrol the parking areas and interior facility of the Municipal Operations Service Center since the building opening.

To develop a long term security contract with a security service provider, the Information Technology Department recently went through an RFP Process (Request for Proposal) with potential security service contractors and is now recommending that Blackstone Services, LLC be hired as the City's new contractor.

DISCUSSION:

Blackstone Services, LLC is being recommended after evaluation of two responses to the City's request for proposals which closed March 8, 2007. A multi-departmental City evaluation team selected Blackstones due to the company's competitive pricing, employee screening process, employee training and their extensive experience with government agencies.

The specified location to be patrolled will be the Municipal Operational Service Center. Other locations may be patrolled as necessary such as other city owned facilities and special events as required. To help ensure quality service, the City reserves the right to interview individual guards before accepting them for assignment; and the City may replace any guard with or without cause by giving notice to Blackstone. Additionally, staff from the City's Information Technology department will serve as contract administrators through the duration of the agreement.

The term of this Contract shall commence on the date it is fully executed by the City and shall continue for a period of one (1) year thereafter. At the discretion of the City, and with the agreement of Contractor, this contract may be extended for a maximum of four (4) 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.

BUDGETARY IMPACT:

Current appropriations for guard services are based upon existing contract rates and have been budgeted through the end of the 2006/2007 fiscal year. Funding for the new contract has been budgeted during the 2007/2008 fiscal year from account number 501-9110-00-6180.

Blackstone Services, LLC will be contracted to provide unarmed security guard services during the hours of

5:00 P.M. to 5:00 A.M. seven days a week at an annual rate of $62,156.64. Other security services may be necessary, such as special events and well site security. When those requirements arise the City of Avonale will obtain those services at the hourly rate of $14.23 per hour.

RECOMENDATION:

Staff recommends that the City Council award a contract to Blackstone Services, LLC for the purpose of an unarmed security guard services at the City of Avondale Municipal Operations Service Center and other facilities as required in the amount of $14.23 per hour, resulting in an estimated annual cost of $62,156.64 and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA - Blackstone Services

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BLACKSTONE SERVICES, L.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 21, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Blackstone Services, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Proposals (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 RFQ 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 Unarmed Security Guard 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 continue for a period of one year thereafter. At the discretion of the City, and with the agreement of Consultant, this Agreement may be extended for a maximum of four one-year periods, with no material changes to the terms and conditions unless agreed upon by mutual agreement of the Consultant and the City.

2. Scope of Work. Consultant shall provide the Services as set forth in Exhibit B.

3. Compensation. The City shall pay Consultant a price not to exceed $62,156.64 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit C 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: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) 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 (a) delivered to the party at the address set forth below, (b) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) 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:	Blackstone Services, L.L.C. 6232 North 7th Street, Suite 107 Phoenix, Arizona 85014 Facsimile: 602-265-6170 Attn: Bill Richards

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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) 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 (d) 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 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**"

BLACKSTONE 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 BLACKSTONE 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
BLACKSTONE SERVICES, L.L.C.

[RFP]

See following pages.

IT 07-008

REQUEST FOR PROPOSALS

FOR

UNARMED SECURITY GUARD SERVICES

CITY OF AVONDALE

11465 West Civic Center Drive
Avondale, AZ 85323

Release Date: February 6, 2007

Mandatory Prospective Proposer's Conference:
February 15, 2007, 10:00 a.m. MST at:
City of Avondale
Municipal Operations Facility
Lantana Conference Room
395 East Lower Buckeye Rd.
Avondale, Arizona 85323

Proposals due no later than
3:00 p.m. MST on March 8, 2007

Contact: Kevin Hinderleider (khinderleider@avondale.org) or Mary Rogers (mrogers@avondale.org)

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INTRODUCTION

The City of Avondale (the "City") is currently seeking sealed proposals from licensed, bonded and qualified firms interested in providing Unarmed Security Guard Services (the "Services") for the City's Municipal Operations Facility. Additional locations may be added at the City's discretion.

Contractor shall provide security guard services to safeguard and protect facilities, property, personnel at, and visitors to, City venues.

These services shall include, but are not limited to, the following:

- Provide unarmed uniformed security officers to patrol/monitor/report activities at the City of Avondale Municipal Operations Facility, and other areas as determined by the City.
- Provide complete security coverage seven days a week, 365 days per year, from 5:00 p.m. to 5:00 a.m. for a total of 84 hours per week, which includes City holidays.
- Filing of daily report.

The selected Contractor will be required to execute the City's standard Professional Services Agreement, in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If an agreement cannot be reached with the most-qualified proposer, the City may enter into negotiations with the next most qualified proposer.

In accordance with the City's Procurement Code, competitive sealed proposals ("Proposals") for the services specified in the Scope of Work, and incorporated herein by reference, will be received by the City Clerk at 11465 West Civic Center Drive,Avondale, AZ 85323 until the date and time cited above. Proposals shall be in the actual possession of the City Clerk on or prior to the exact date and time indicated above. Late Proposals will not be considered, except as provided in the City's Procurement Code. Proposals shall be submitted in a sealed envelope with the RFP number and the Contractor's name and address clearly indicated on the front of the envelope. Contractors are strongly encouraged to carefully read the entire RFP.

GENERAL TERMS AND CONDITIONS

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 February 15, 2007, at 10:00 a.m. MST at:

City of Avondale
Lantana Conference Room
11465 W. Civic Center Drive
Avondale, AZ 85323

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.

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.

M. Proposals submitted response to this RFP is an offer to contract with the City based upon the terms, conditions and scope of work (services) 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.

N. 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.

1.0 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 one (1) year thereafter. At the discretion of the City, and with the agreement of Contractor, this contract may be extended for a maximum of four (4) 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.

2.0 Addenda

Any addendum issued as a result of any change in this Request for Proposal shall become part of the Request for Proposals and must be acknowledged in the proposal submittal. Failure to indicate receipt of addenda may result in a proposal being rejected as non-responsive.

3.0 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 State of Arizona. Provide licensure information with your proposal.
d. Contractor has been in business for a minimum of five (5) 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.

4.0 Additional Qualifications

The Contractor and all security guard personnel assigned under this contract shall be licensed by the Arizona Department of Public Safety in accordance with A.R.S. Title 32, Chapter 26 and maintain such licenses as current throughout the term of this contract. Contractor shall have been engaged in the business of providing unarmed security guard services in the Arizona for at least three (3) years. All work pursuant to this contract shall be performed in compliance with all Federal, State and local laws and regulation, including, but not limited to, Title 32, Chapter 26 of the Arizona Revised Statutes. Please see http://www.azleg.gov/ArizonaRevisedStatutes.asp for more information.

5.0 Liquidated Damages

Upon the occurrence of any acts or omissions listed below, liquidated damages may be assessed in whole or in part, against the Contractor in the amounts as indicated below, **for**

each occurrence and for each day the occurrence remains uncorrected. In the event that the date of the initial occurrence cannot be established, the assessment will start from the date of discovery until the irregularity is corrected. Except for time and attendance infractions as defined below, the Contract Administrator shall provide the Contractor with a written notice of intent to make such assessment against the infractions listed below. Liquidated damages may be deducted against monies due or to become due the Contractor or paid by the Contractor.

5.1. $150.00 Liquidated Damages/Assessments per Incident

5.1.1. Failure to provide a guard who is at least 18 years of age or who does not meet qualifications as specified in this contract.

5.1.2. Failure to maintain complete personnel records as defined in this contract.

5.1.3. Failure to provide guard services in an emergency or other contingency for a period in excess of the stipulated shift hours as specified in the contract.

5.1.4. Failure to notify Contract Administrator of the names of newly hired and assigned guards to an Avondale site.

5.1.5. Failure to provide licensed personnel.

5.1.6. Failure to perform tasks and responsibilities by Security Guard Personnel, examples: guard off post, guard sleeping on post, post uncovered, etc.

5.1.7. Failure to assign a properly uniformed Guard as specified in this contract.

5.1.8. Failure to submit within 24 hours the Contractor's incident report from close of shift.

5.1.9. Failure to provide Shift Supervisor as required by the contract.

5.1.10. Failure to adhere to location policy or directives as prescribed by the supervising City Department Director.

5.1.11. Failure to wear proper identification credentials (photo ID).

5.1.12. Failure to maintain and/or safeguard the Security Guard logbook as specified in the contract.

5.1.13. Failure to provide each Guard with the appropriate equipment as specified in this contract.

5.1.14 Failure to notify the City of the arrest of a Guard in a non-City related incident.

5.1.15. Failure to cooperate with an investigation.

5.2. Time and Attendance

Lateness in reporting to post or early departure with no replacement coverage will result in the assessment of $50.00 per occurrence.

5.3. Criminal Background

If the City of Avondale discovers that the Contractor has assigned a Guard without conducting a criminal background check, (Title 32, Chapter 26 of the Arizona Revised Statutes and the City of Avondale Security Policy) or whose criminal background check revealed a previous record of conviction (other than minor traffic violation non-related to the current security assignment), and the employee has not been reported for immediate removal, then the total amount paid to the Contractor for the Guard's services shall be deducted from the Contractor's invoices.

5.4. Assignment of Removed and Banned Guards
In the event that a Guard is dismissed from one location and is employed to work at another location serviced under this contract without the written authorization of the City of Avondale, the total amount of the guard's services from the date of such employment will be refunded to the City of Avondale or deducted from invoices plus $100.00 per day that the Guard remained at the unauthorized location.

5.5. Damage, Theft or Misuse of City Equipment
If computer, monitors, desk, or other equipment assigned to the contractor is damaged or stolen as a result of misuse or negligence by the Contractor's employees, the Contractor shall be held liable for replacement or repair cost of the items.

5.6. Request for Waiver of Liquidated Damages
If the Contractor believes that reasonable grounds exist to request a waiver of liquidated damages, the Contractor shall notify the City of Avondale in writing. The City of Avondale shall, in its sole discretion, determine whether the damages shall be waived in part or in whole and shall respond to the Contractor in writing. The granting of a waiver hereunder shall apply only to the specific set of facts presented.

6.0 Payment and Submission of Invoices

6.1. Subject to all other terms of this Agreement, the Department shall pay Contractor and Contractor shall accept in full payment for work hereunder the hourly rate as indicated in (Pricing). If during the term of this contract, the prevailing wage is increased the City shall, after reviewing all support documentation, adjust the hourly rate to accommodate the difference between the previous and new prevailing wage rate. Increases are subject to the approval of the City Manager.

6.2. Original monthly invoices are to be submitted and accompanied by original time sheets, signed by the Information Technology Director or his/her designated representative. The Contractor shall prepare and submit a payroll report along with the above material. **All invoices must be submitted within thirty (30) days of the end of the City Fiscal year to be considered for payment (July 1-June 30)** All information shall be submitted to the City of Avondale Accounts Payable Department, 11465 W. Civic Center Dr., Avondale, AZ 85323. Individual invoices shall included on each invoice: Contractor's Federal Tax ID EIN number, the contract number, purchase order number, the location name and address, date, month and time services rendered, and the total amount of the invoice. In the event the invoice does not accurately reflect the number of hours worked or guards assigned, the City reserves the right to address and remedy any invoice, in part or in whole to reflect the assessment of charges which shall include any liquidated damages assessed.

7.0 Payment And Performance Bonds

Prior to or simultaneously with the execution of this Agreement, the Contractor shall deliver to City of Avondale an executed bond in an amount of 10% of the total lump sum bid awarded under this Agreement as security for the payment of all persons performing labor under this Agreement, and an executed bond in the amount of 5% of the total lump sum bid awarded under this Agreement to secure the faithful performance of the Agreement. Such bond shall be performed on the annexed form of bond and have as surety hereunder such surety company or companies as are approved by the City.

1.0 Instructions to Proposers

1.1. Format

1.1.1. Proposals shall be submitted with one **(1) original and five (5) 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. 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: Copy of Contractor's License

Section 3: Proposed Services to be Performed.

a. Proposer shall provide sample post orders for the City's Municipal Operations Facility. Expand on the tasks and responsibilities contained in the Scope of Work 14.0 **General Tasks and Responsibilities** and 16.0 **Guard Tasks and Responsibilities.**

b. Proposer shall describe the methods to be utilized by the Security Supervisors to ensure all work is performed in accordance with the Scope of Work.

Section 4: Qualifications and experience.

Proposer shall provide detailed description of similar services performed as pertaining to the Scope of Work set forth below.

a. Proposer shall provide a brief description of the background of the organization, and the experience of the staff. Résumés shall be attached as an appendix.

b. Proposer shall provide a description of other projects of a similar nature that its organization has been involved in within the last three years. Proposer shall provide a list of <u>at least three</u> 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:

Name of company or organization
Contact name
Contact address, telephone number, and email address
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.

c. Proposer shall provide information relating to its organization including:

Length of time in business, number of employees.
Number of guards available for work under this contract.
Describe applicant screening process.
Detail all training provided.

Section 5: 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.

1.1.2. 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.

1.2. By submitting a Proposal, the Contractor certifies:

a. The submission of the Proposal did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. 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.

1.3. 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.

1.4. 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.

1.5. 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.

2.0 Award of Agreement.

2.1. 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.

2.2. 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.

2.3. In accordance with the City Procurement Code, after the initial receipt of Proposals, discussions and/or negotiations may be conducted with Contractors who submit Proposals determined to be reasonably susceptible of being selected for award.

2.4. 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 Services to be Provided (25 points)
2. Firm's qualifications and experience (25 points)
3. Screening Process and Training (20 points)
4. Annual costs to the City (20 points)
5. References (10 points)

Total points possible = 100

SCOPE OF SERVICES

1.0 Contractor Personnel

Contractor's personnel assigned to the City of Avondale shall be accountable to the Information Technology Director and shall comply with the written and verbal instructions received from the Information Technology Director, and Shift Supervisor. However, all persons performing work under this contract shall, at all times, be recognized as the Contractor's employees and under the Contractor's control and supervision.

2.0 Hours Of Service

2.1 Services shall be provided 7 days a week, 12 hours per day 5:00 P.M. to 5:00 A.M.

2.2 The Contractor shall schedule no Guard for more than 12 hours in any 24-hour period, including placements at other assignments.

3.0 Sites Of Service

Service shall be provided at the City of Avondale Municipal Operations Facility located at 395 E. Lower Buckeye Rd., Avondale, AZ 85323 and 319 E. Lower Buckeye Rd., Avondale, AZ 85323. The City reserves the right to add or delete sites according to need.

4.0 Start Up

The Contractor shall deploy all Guards to their assigned posts no later than 2 weeks from the date of the formal Notice to Proceed.

5.0 Changes, Additions, Deletions, Emergency Deployment

5.1 The City reserves the right to order additional security coverage (additional posts or sites) or to reduce or eliminate security coverage including sites, during the term of this contract. The Contractor shall make these adjustments within 24 hours' notice from the Contract Administrator (depending upon the urgency of need as determined by the Contract Administrator).

5.2 The Contractor shall accommodate any adjustments or changes in locations.

5.3 The City reserves the right to change a Security Guard post to a Guard Supervisor post and vise-versa as directed by the Contract Administrator.

6.0 Photo Identification and Security Guard License

6.1 The Contractor shall assure that the standard identification card photo ID cards are issued to each Guard and that each Guard wears it in full view when on duty. Each card shall contain a photo insert of the Guard and contain the 1) Contractor's Name 2) Guard's Full Name 3) Company Name.

6.2 Security Guard shall wear his/her security guard license in full view when on duty.

7.0 Employment Record And Clearance

7.1 The Contractor shall be required to maintain a personnel folder on each Guard employed on this contract. Only Guards for whom the following information is on record may be assigned to a City of Avondale site. The folder shall contain the following information:

a) Guard's name

b) Guard's home address
c) Date of birth
d) Duplicate photo ID card
e) Social security number
f) Copy of employment application
g) Copy of Arizona State Division of Licensing Application, and copy of such license,
h) Birth Certificate
i) Copy of alien registration form 19 (if applicable),
j) Copy of high school diploma
k) Military record (if applicable)
l) Documentation of prior employment
m) Copy of Arizona State fingerprint card pursuant to fingerprinting requirements as per Arizona Revised Statutes
n) Record of security training
o) Medical exam certificate
p) Urine analysis results (5 panel drug screen to included testing for Heroine, Cocaine, Marijuana, Crack, and Narcotics,)
q) Results of criminal record check.

7.2 The above referenced files shall be made accessible and delivered to authorized City personnel within 24 hours of his/her request. In addition, prior to the assignment of a Guard, the Contractor shall submit to City of Avondale Contract Administrator a certification attesting to the fulfillment of all requirements noted above.

8.0 Guard and Guard Supervisor Qualifications

The Contractor shall assure that all Guards meet the following qualifications. Any Guard found not meeting the following qualification requirements shall be replaced within 24 hours upon the direction of authorized City personnel.

8.1 All guard and guard supervisors shall be licensed by the Arizona Department of Public Safety in accordance with A.R.S. Title 32, Chapter 26 and maintain such license while working under this contract.

8.2 The Guard Supervisor shall possess at least three years experience as a security guard.

8.3 Guard Supervisors shall have been employed by the Contractor for a minimum of six months, unless granted an exception in writing by the Contract Administrator.

8.4 The Security Guard shall possess a high school or equivalency diploma.

8.5 The Security Guard shall be of at least 18 years of age.

8.6 Shall be able to understand, speak, read and write English fluently. Shall be able to describe an incident and prepare full, complete and accurate written reports of any incidents.

8.7 Shall be United States citizens or aliens properly registered with the U.S. Immigration and Naturalization Service.

8.8 Shall not have been convicted of a felony or other criminal offense which in the Department's sole determination would inhibit the Guard's ability to perform his/her duties in a reliable, competent and trustworthy manner in accordance with the contract terms and conditions as well as Title 32, Chapter 26 of the Arizona Revised Statutes.

9.0 Security Supervisors

9.1 Security Supervisors shall serve as an independent monitor for the City of Avondale in all aspects of the Contractor's performance and adherence to the terms of the contract.

9.2 Security Supervisors shall monitor shift arrival and departure times, compliance with the post orders and provide continuity of guards at each site.

9.3 Security Supervisors shall provide random and unannounced visits to designated City of Avondale sites to observe the performance of the Guards. Random and unannounced visits shall include a check that: each Guard is at his/her assigned post and each Guard is in full uniform looking neat and groomed.

9.4 When appropriate, the Security Supervisors shall make recommendations to the Contractor and City regarding security issues.

9.5 Security Supervisors shall provide weekly reports to the Information Technology Director.

10.0 Training

10.1 The Contractor shall provide site specific training and job duties and specifications to include but not be limited to:

a. Patrolling site as appropriate.
b. Documentation and reporting
c. Assessing and reporting incidents to the Police Department
d. Securing sites during shifts
e. Monitoring parking lots for unauthorized access
f. Monitoring of security cameras and event logs

11.0 Uniform And Appearance

11.1 The Contractor shall supply all uniforms at its own cost and expense. All uniforms shall be approved by the Arizona Department of Public Safety and shall include, uniform trousers, uniform shirt with badge identifying the Contractor's company, a jacket - if worn - identifying same, black shoes, polished and in good repair, and name tag as described herein.

11.2 The Contractor shall ensure that uniforms are maintained in a clean, well pressed and in good repair.

11.3 The Contractor must assure that Guards adhere to the highest grooming standards; hair shall be neatly trimmed and worn away from face. Mustache and beard, if worn, shall be neatly maintained. Body odor must not be present while performing operational functions.

12.0 Equipment

12.1 Contractor shall be provided with a desktop computer, 3 monitors, security monitoring software and desk phone. Contractor will also be provided with a user account and log in credentials.

12.2 Contractor will be provided with a call down list in the event of specific emergencies.

12.3 Contractor shall provide 4 wheeled electric or gas powered golf cart to tour the facility.

12.4 Contractor shall provide, install, maintain and train officers on a ProxiGuard (or comparable) systems at the City of Avondale Municipal Operations Facilities, and other post locations as determined by the City.

12.5 Contractor shall provide marked vehicles for mobile patrols and shall display the largest company decal or sign availible on both sides of the vehicle.

12.6 Contractor shall provide cellular telephone for use when outside of the office for contact to Avondale Police or other necessary personnel.

13.0 Personal Electronic Devices

Contractor's shall ensure security guards assigned under this contract do not have any device that limits the direct hearing of the officer, impairing them from doing their job, such as any earphone music player or game, would not be allowed.

14.0 Post Assignments

14.1 The City of Avondale shall determine the Posts; however the City may consult with the Contractor regarding the appropriateness of any individual post or the overall security plan and placement of guards at any Avondale site.

14.2 Guards will be roving (patrolling), stationary or mobile (with vehicle) as defined in post orders. The Guard shall comply with all responsibilities and perform all duties as detailed within the contract. The Guard will utilize the ProxiGuard (or comparable) system to verify that proper patrolling is occurring during each shift. The ProxiGuard (or comparable) report will be made available to the City of Avondale at the end of each shift.

14.3 A patrolling Guard shall be responsible for all areas of the assigned location including corridors, roof areas, rest rooms, warehouses, external premises, and perimeters as directed by the City of Avondale to check for security weaknesses or irregularities. Guards shall conduct patrols to assure that no unauthorized persons remain or gain access to the premises.

15.0 General Tasks and Responsibilities

15.1 The Contractor's responsibility shall include but not be limited to:

a) Ensuring that order is maintained within and around perimeter of Municipal Operations Facilities at all times or other posts as assigned.

b) Monitoring other City facilities, through camera surveillance and alarm monitoring, for suspicious activities and report to Avondale Police Department such activities. Alarms that do not require Police attention should be brought to

the attention of the Information Technology Director or designee at the conclusion of the contractors shift in the form or written report.

c) Protection of staff, equipment and property against injury, theft, pilferage, loss or vandalism, damage or destruction.
d) Permitting only authorized persons, and authorized staff, to enter the premises.
e) Observation and identification of security irregularities or discrepancies, utilizing minimum physical intervention, if necessary,
f) Reporting all incidents.

15.2 The Contractor shall assure that timesheets and Security Log Books are completed properly and in a legible manner and delivered upon request within (48) hours to the Information Technology Office.

16.0 Guard Tasks and Responsibilities

The assigned Guards shall adhere to the following minimum guidelines. The Contractor shall implement additional tasks deemed relevant to protect the premises and clients as required.

16.1 Guards shall be orderly and courteous to persons entering or leaving the premises, including, but not limited to:

a) Checking the ID of all persons (Avondale staff, visitors and clients) entering the Municipal Operations facility, and deny access to unauthorized person(s).
b) Providing accurate general information, i.e., directions, hours of operations, etc. Refer all inquiries concerning specific individuals to Avondale City Hall. In no instance should the Guards or other Contractor employee issue any information pertinent to City business or the identity of a client.

16.2 Secure all doors, windows and portals to ensure the safeguarding and security of assigned Avondale premises.

16.3 Monitor the assigned City facilities by attending security cameras and monitors, security alarms, roaming patrols of assigned site and providing notification to the Avondale Police Department of any security violations. Other non-Police related alarms should be notified in writing to the Information Technology Director at the conclusion of each shift.

16.4 Escort building personnel to automobiles as requested to provide security and safety.

17.0 Reporting Requirements

17.1 Guards shall contact Avondale Police Dispatch in the event of unauthorized personnel entering the property, attempting access to the building(s) or attempting to or causing damage to equipment and buildings on the property.

17.2 Guards shall be responsible for documenting all incidents by completing the Daily Monitoring Report (See INCIDENT REPORT EXAMPLE below). This report is to be submitted via e-mail to the Information Technology Director at the conclusion of each shift.

INCIDENT REPORT (EXAMPLE)

Shift Date: _____ Shift Hours: _____

Guard: _____ Contact Number: _____

Time	Event	City Contact	Resolution

Report must be emailed by end of shift to khinderleider@avondale.org

UNARMED SECURITY GUARD SERVICES
IT 07-008

THE FIRM OF:_____

Address:_____

_____

Hereby agrees to provide the requested services as defined herein as follows:

- Provide unarmed uniformed security officers and equipment to patrol/monitor/report activities at the City of Avondale Municipal Operations Facilities, and other areas as determined by the City.
- Provide complete security coverage seven days a week, 365 days per year, from 5:00 p.m. to 5:00 a.m. for a total of 84 hours per week, which includes City holidays.
- Fulfill all requirements of the Scope of Services.

Weekly Rate (@ 84 hours/week) $ _____

Yearly rate (weekly X 4,368) $ _____

Additional comments:_____

_____

Provide the following on an on-call, as needed basis.

Mobile Vehicle Patrol

Per Hour	$ _____	Per Day	$ _____
Per week	$ _____	Per Month	$ _____

Unarmed security guard	Per Hour	$_____
Emergency Call Out	Per Hour	$_____

Person to contact regarding this proposal:_____

Title:_____Phone:_____Fax:_____

Email Address:_____

Name of person authorized to bind the Firm:_____

Signature:_____Date:_____

Title: _____

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.

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)

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BLACKSTONE SERVICES, L.L.C.

[The Proposal]

See following pages.

City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Request for proposal
IT 07-008
Unarmed Security Guard Services

BLACKSTONE
★ SERVICES ★

Bill Richards
Business Development

BLACKSTONE SERVICES, LLC
6232 N. 7th St., Suite 107
Phoenix, AZ 85014
Office: 602.265.6160
Fax: 602.265.6170
Toll Free: 1.866.454.7323
www.blackstonesecurity.com

A MESSAGE FROM CEO DAN SWINDALL

Greetings, City of Avondale:

As you are undoubtedly aware, security is unlike any other service you will purchase. Many businesses underestimate the need for security. When security works well, you cannot see the results, because nothing happens. However, the absence of adequate security is evidenced by what you can see – empty spaces where your inventory used to be or unfortunate occurrences that put employees and patrons at risk and increase your exposure to liability.

Blackstone is based on solid core values and we dedicate our services and resources to satisfying your security needs. We have put together an exceptional management team that not only has years of experience in the security industry, but also represents a cross section of the businesses and industries that make up our diverse customer base. This way, we know from the outset what your security needs will be and how we will address them. This is one of the keys to our ability to adapt to a variety of security venues.

Another key is the accessibility of our management team.

Blackstone offers the same services as our larger corporate counterparts without the exorbitant overhead costs, out-of-state fees or the unwieldy layers of bureaucracy. You can always reach someone capable of making a decision at Blackstone. This translates into prompt, efficient, professional security services for you at a cost that will not compromise your bottom line.

High cost does not automatically translate into high quality. You must look past the veneer of slick advertising campaigns that characterized the security industry during the late 1990's when companies consolidated to survive. Reconciling solid security services with your built-in costs is crucial. However, we know that more and more companies are considering security as a necessary, built-in cost of doing business.

We also know that Blackstone's real strength is our employees.

The caricature of security professionals as passive, poorly educated, rent-a-cops no longer applies. Instead, we see the image of a well-trained, disciplined, efficient professional on a career track. Some hold professional, exam-based certifications, possess advanced degrees, and are required to meet state or local standards. They are people who take their jobs seriously enough to compete for assignments, such as those that the City of Avondale represents.

This approach is essential when you consider many security professionals perform multiple functions on assignment, such as doubling as receptionists, hosts or customer service representatives.

Our slogan, 'The secret to our success is in our people,' is more than just words designed to get your attention. We are extremely proud of the quality of our employees and the content of our training curriculum. We encourage our employees to excel, and we reinforce that behavior with an employee recognition program that inspires achievement. Satisfied employees deliver exceptional services. At Blackstone, we go the extra mile for our employees so they can go the extra mile for you.

The City of Avondale is your responsibility, so choose wisely. Choose 'The Blackstone Edge.'

Dan Swindall, President

State of Arizona

Private Security Guard Agency License

Blackstone Services, L.l.C.
6232 N 7th St #107
Phoenix, AZ 85014

Pursuant to the provisions of Title 32, Chapter 26, A. R. S.,

Daniel Lester Swindall / Qualifying Party

is licensed to conduct a Private Security Guard Agency in the State of Arizona

in witness Whereof, The Director of the Arizona Department of Public Safety

has caused this certificate to be issued.

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

License No. **1002987**

Expires **05/04/2007**

Signature of Licensee

Director

NON TRANSFERABLE

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LITHO IN U.S.A.

MISSION STATEMENT

The mission of Blackstone Services, LLC is to provide conscientious, courteous and effective security services delivered by alert, attentive personnel to protect client sites and the employees and patrons who frequent those premises, in accordance with state and federal guidelines and pursuant to the code of ethics of the American Society of Industrial Security (ASIS) International.

WHO WE ARE

Serving Arizona since 1993, Blackstone Services, LLC is a client-driven organization that prides itself on delivering prompt, courteous, efficient security services to its neighbors, based on a set of solid core values that make Blackstone a good member of the community and a well-run business.

Blackstone Services brings together experienced professionals from diverse backgrounds and professional experiences to form a management team that provides a balanced, insightful view of the security industry and to the clients who need security services. The Blackstone team is knowledgeable about the world around them and about how to keep it safe and secure.

Blackstone's management team boasts a total of more than 130 years of combined experience in security and management, and features three military veterans who bring to the table two former top-secret clearances and one current Federal Aviation Administration certification in Homeland Security.

A family-owned company, clients are more assured of quality service because management team members are partial owners.

Blackstone maintains a team of highly qualified uniformed professionals whose employment is based on a set of strict hiring guidelines, to which are added additional hiring qualifications that include physical fitness requirements and character assessments. Prospective security professionals then undergo rigorous security professionals training in accordance with some of the most in-depth training curricula in the security industry.

Upon qualifying for duty, Blackstone's personnel are more than able to provide security services to a wide variety of clients.

Employee recognition programs are in place at Blackstone to celebrate exemplary service, reinforce positive behaviors and encourage employees to "go the extra mile" to provide quality service to clients.

No two clients are exactly alike so their individual needs will vary. We at Blackstone Services design our service offerings around the needs of the client, rather than trying to fit client needs into our services. This way the client gets more return on investment and seamless interaction between their security needs and Blackstone's service offerings.

This philosophy serves Blackstone well as it provides security services to a diversified client base that includes state, county and municipal governmental agencies, construction companies, resorts and commercial properties.

Size and competence are not necessarily synonymous, and Blackstone's size gives it a logistical advantage over its competitors. A mid-sized company, Blackstone maintains the flexibility to accommodate client schedules and budgets to get the job done. Blackstone has a quick-response capability and immediate access to management. The company's size allows management to become familiar with security personnel, so there are no strangers at Blackstone. This is an important facet of the company's business model, because Blackstone makes sure that security personnel are compatible with clients and assignments. Clients and security professionals have personalities. Blackstone matches those traits to ensure a secure and satisfying experience.

Based in Arizona, Blackstone is more than a security company; it is your neighbor. As members of the community, Blackstone employees identify with the clients they serve, socially and economically. We grapple with the same issues that are unique to Arizona, and pull together to form a united front to address those issues that originate from across state lines but threaten our stability. Arizona is our home, not just new sales territory. You work harder to secure your home.

The convenience of having a quality security company locally based, means clients save time and money. Large, out-of-state companies bill their Arizona customers a surcharge of up to eight percent, which is then shipped elsewhere in the country to support their corporate headquarters.

Recent discussions by Congress to regulate the industry by forcing security companies nationwide to improve the quality of their overall services also will force multi-state operations to pass along additional costs to customers.

Blackstone does not assess a surcharge and operates only in Arizona. We provide first-class security services that are prompt, professional and personalized to fit the needs, budgets and cultures of Arizona businesses. There are no hidden charges with Blackstone. If you cannot tell the difference, why pay the difference?

A quality service fairly priced and delivered by loyal personnel armed with a superior organizational philosophy, makes Blackstone the gold standard in the Arizona security industry.

CORE VALUES

Honesty

Blackstone Services' moral imperative is to provide you with sincerity and truthfulness in assessing your security needs, addressing those needs and giving you the best return on investment for your trust.

Integrity

Blackstone Services' management and employees pledge to provide you with reliable service that is on time and seamless from start to finish.

Dependability

Blackstone Services' management and employees will be on duty in their areas of responsibility on time to deliver courteous, stable and vigilant security at all your locations for the duration of the contract period.

Compatibility

Blackstone Services' management will assign security personnel according to your personality and needs. The selection is a deliberate step to ensure that the employee's personality matches your characteristics, a key to a satisfactory and stable security experience.

Service

Blackstone Services' will have personnel on your site to ensure that all necessary adjustments are made to respond to any unforeseen developments in a timely manner. This includes interfacing with your rules of operation and incident reporting guidelines in the event of emergencies. This ensures Blackstone Services is in tune with your strategies, business operations and objectives.

RESUMES

Dan Swindall
President/CEO

Leadership is the cornerstone of any organization's image and success. At Blackstone Services, LLC, that leadership is provided by President & CEO Dan Swindall.

Dan knew when he was 12 years old that he wanted to own his own company, but he had to wait until after a tour of military service in England before he developed the skills that determined the type of business he would own, and gained the historical perspective that gave the company its name.

The Arizona native has more than 25 years of security experience that began with a five-year stint as a security professional in the U.S. Air Force. After his honorable discharge in 1982, Dan signed on with the Tatt Companies, an international security firm that later became Pedus Services, Inc.

Dan's first assignment with Tatt was as Nuclear Security Division Commander at the Palo Verde Nuclear Plant, the nation's largest nuclear generating station, in Tonopah, about 50 miles west of Phoenix. As division commander at Palo Verde, Dan was in charge of training, scheduling, coordination and compliance for 60 security personnel. It was Dan's responsibility to make sure the plant's security was up to standards set by the Nuclear Regulatory Commission. NRC inspectors found no security deficiencies on Dan's watch.

His next position with Tatt was Field Supervisor, where Dan trained and managed security professionals throughout the Phoenix metro area and conducted site inspections to ensure that security personnel followed company and client policies and procedures.

Dan's next assignment with Tatt was Corporate Training Coordinator, responsible for all security personnel for regional offices companywide. He also oversaw the preparation of training materials for various sites as requested.

Dan eventually was promoted to Vice President of Sales & Marketing with Tatt/Pedus Services. Dan supervised all sales and marketing efforts in the western United States, including sales training and tracking sales representatives' efforts.

This progression of responsibilities gave Dan an inside look at the good, the bad and the ugly of operating a security company.

Then, using the experience and knowledge gained from his military service and 10 years with Tatt, Dan combined his entrepreneurial spirit with his marketing acumen in the early 1990's. That's when he determined there was a need for a full-service security company that provided quality services to clients and took care of its employees.

Dan put together a unique business model based on employees and service instead of bureaucracy. True to his leadership style, Dan built a company that is casual, easygoing and very efficient. Dan specializes in recognizing quality employees and motivating them to exemplify Blackstone's core values: honesty, integrity, dependability, compatibility and service. Employees have personalities and so do clients. Dan is astute enough to know that each employee assignment should mirror the client's individual personality and needs. Blackstone caters to a diversified client base whose needs range from watching over high school students on an interstate field trip to securing resort properties and construction sites.

Dan takes none of his success for granted. He is constantly absorbing information from numerous national and international sources on developments, incidents and techniques to stay in the forefront of the security industry. He passes on this information to employees, with the client being the ultimate beneficiary. Dan also educates prospective clients who may not even realize they need security or the number of services a quality security company can provide.

Education and supervision, Dan says, are paramount to customer satisfaction in the security industry. The secret to Blackstone's success is in the people who work there.

Clients can depend on Dan to provide prompt, reliable service based on serious core values that are exemplified by Blackstone's satisfied employees.

The name "Blackstone" was chosen by Dan when he decided to name his company after Sir William Blackstone, an eighteenth century judge who was the first judge to write down the law and who became the first law professor at England's Oxford University.

Dan's perspective is that no matter what the assignment, clients want to feel they are getting the utmost in professionalism and service from their security company, and that is the Blackstone Edge.

Blackstone Services was born.

William "Bill" Richards
Manager of Business Development

William "Bill" Richards brings a distinguished career in business development and management to Blackstone. His four decades of management expertise covers the spectrum of corporate operations, including human resources, employee relations, supervision, contract accuracy and overseeing compliance with governmental rules and regulations. The Wisconsin native's experiences in the public and private sectors make him an excellent fit for cultivating business with government agencies and developing commercial accounts. Bill's business acumen is a definite plus in driving the company's sales and marketing efforts, proposal preparation and presentations. Bill also oversees procedures on proper client contact and ensuring customer satisfaction for the company's operations around the state of Arizona.

Bill's extensive experience is a key ingredient in Blackstone's successful contractual relationships with the Arizona Department of Economic Security, the Industrial Commission of Arizona and a number of commercial clients. His expertise keeps Blackstone on track in client relationships while navigating the maze of legal issues associated with contracts. Bill's scrutiny of contracts enhances client relations because he ensures that the client and the company are protected, and that services are delivered appropriately and according to contract provisions.

The U.S. Navy veteran rated a top-secret military clearance because of his cryptology and radar military assignments. Bill used his awareness of the connection of security with Federal Aviation Administration regulations while serving as Vice President & General Manager for DynAir Technical Services for 12 years. During that time, Bill managed more than 1,100 mechanics and avionics personnel in Arizona, Texas and Florida. Their presence on airport flight lines required strict observance of security procedures. Bill has extensive experience validating security background checks of prospective employees, including drug screens.

Security, as it relates to covering all the bases by following regulations, was paramount throughout Bill's career in an industry where the smallest oversight or bending of the rules could result in unwanted consequences.

Bill's management background and understanding of the complex operational issues that can undermine a company's commitment to excellence keep Blackstone in the upper echelon of Arizona's security industry.

Hugh Hall
Director of Security Operations

The secret to Blackstone's success is in its people and Hugh Hall is the security professional of that secret. As the Director of Security Operations, the former U.S. Army sergeant oversees the daily operations of the security force, including scheduling, site-specific training and payroll input. In this role, Hugh maintains close contact with customers and security staff to make sure the client receives quality service.

Hugh's instructional regimen exposes trainees to the most current practices and developments in the security business, including anti-terror security measures. He instills trainees with a conscientious professionalism and the real-world need for constant alertness. Hugh's credentials speak for themselves.

Hugh's resume spans more than three decades in the security business and includes supervising the security operations for just about everything from a county social services department in New York to casinos and directing airport security checkpoints.

A North Carolina native who grew up in New York, Hugh's diverse geographic and professional venues impressed the importance of compatible assignments on his approach to security. Hugh trains and assigns personnel for specific assignments, a key characteristic of Blackstone's business model.

Clients get a feeling of confident relief when they learn about Hugh's qualifications. He holds a Federal Aviation Administration certification in Homeland Security and is certified by the Federal Transportation and Safety Administration as a trainer of security supervisors who become trainers.

Hugh has a top-secret clearance from the U.S. Department of Defense and is a certified technician for the Berringer Trace Detection Unit, a device used by airports to detect explosives.

Hugh's training served him well as Terminal Manager for Globe Aviation at Sky Harbor International Airport. Hugh supervised security checkpoints at Sky Harbor and made sure various airlines complied with FAA regulations. He also trained and scheduled security screeners. On Hugh's watch, airport security checkpoints had a failure rate of less than one percent during surprise FAA inspections.

Before joining Blackstone, Hugh was a Casino Security Specialist at Ft. McDowell Casino, where he was in charge of the security of casino property on the floor, patron welfare and the transfer of large amounts of cash. He also enforced proper gaming procedures by overseeing the monitoring of casino surveillance equipment.

Hugh's training methods and Blackstone's employee relations are a natural fit: treat employees with respect and that same respect will be passed along to clients. To Hugh, respect is the cornerstone of employee loyalty. Hugh believes employees are the real ambassadors of Blackstone and he prepares them to serve as such.

After spending much of his career with large companies, Hugh is happy to be with Blackstone because everyone knows their job and have common goals. Clients who know Hugh Hall know the Blackstone Edge.

Jeanne Croft
Business Development

Jeanne Croft's colleagues at Blackstone Services, LLC describe her as a Type A personality who is a problem-solver, conscientious, tenacious and very organized. She is the catalyst that keeps company representatives on task, on time and on the mark when it comes to fulfilling contract requirements in accordance with Blackstone's quality standards.

Personalities at Blackstone are as varied as its client base. Jeanne unites these personalities behind the singular purpose of satisfying clients.

Jeanne is a perfect example of Blackstone's willingness to go outside the security industry to strengthen its management team by recruiting someone with direct knowledge and insight into the security needs of potential clients while improving its overall operations.

Blackstone's increase in business and client satisfaction is directly attributable to Jeanne's work ethic and her attention to detail. It's Jeanne's job to ensure customer satisfaction by conducting periodic audits of all client facilities regarding updates of post orders and quality assurance surveys. She also meticulously records all client requests and the resolution of those requests.

Jeanne's success in building new business and retaining satisfied clients is the result of 20 years experience working in industries that need on-site security services, arming the South Dakota native with inside knowledge concerning client security needs before she contacts them. She brought an awareness of the security needs and issues of clients, such as commercial property management companies, when she joined Blackstone in 2004.

Jeanne's wealth of experience began as Assistant Property Manager for Tower Realty. Her problem solving and client relation skills developed rapidly after she assumed responsibility for tenant improvement build-outs. This assignment required Jeanne to satisfy the needs of tenants, contractors and vendors. She also tracked construction budgets, handled accounts receivables and payables, and prepared annual property budgets.

Her early success with Tower Realty soon landed her a promotion to Renovation and Construction Coordinator where she managed $10 million in construction renovations while handling public relations and client relations throughout the construction phase.

Just prior to joining Blackstone, Jeanne worked for Carter Companies, a commercial real estate development firm in Arizona, where her duties went far beyond her title of Office Manager. At Carter Companies, Jeanne further honed

her client relations skills by dealing with contractors involved in the construction and development of office buildings. She also prepared project bid specifications and was the primary communication link for leasing agents, the developer and tenants.

Jeanne is a big reason why the secret to Blackstone's success is in its people.

Mitzi Hagan
Human Resources Manager

Human Resources Manager Mitzi Hagan is the microscope under which all aspiring Blackstone employees must pass. Her ability to recognize candidates with the "right stuff" stems from 18 years of service in the security industry, during which time she has screened thousands of security personnel while managing the human resources and administrative operations for regional and international security companies.

Mitzi's hands-on approach to her job includes interviewing, orientation, training scheduling and assisting with site placement. She helps employees maintain high levels of effectiveness with counseling, promotions, pay raises and disciplinary actions. She is adept at performing thorough background investigations of all applicants to verify their compliance with federal and state regulations.

Mitzi's comprehensive knowledge of the nuts-and-bolts of security operations has made her an invaluable member of Blackstone's management team since she joined the company in 2004.

The security business is such a specialized industry in Arizona that good people follow good people, and previous employees constantly seek out Mitzi because they know the organizations she represents deliver great client services and provide positive, structured work environments.

Under Mitzi's guidance, Blackstone security personnel receive training that is interactive and exceeds the curriculum content set forth in guidelines established by the Arizona Department of Public Safety. She is able to initiate these levels of quality because of the flexibility allowed by Blackstone. Unlike the cattle calls issued by corporate giants in assigning personnel, Blackstone's compatibility policy allows Mitzi to select training programs and recommend assignments on a personalized basis.

Mitzi's career began in 1988 with international security giant Pedus Services, Inc., where she handled all company communications and supervised the deployment of personnel. She also served as the company liaison with clients and law enforcement agencies.

She then moved on to Burns International Security/Securitas as administrative manager in 1994, where she handled payroll and billing and coordinated the maintenance of all equipment and vehicles. Worker's compensation and unemployment claims also were Mitzi's responsibility, as were yearly audits of all contract employee contracts and files. She also arranged training programs to keep employees current on policies, procedures and system upgrades.

The Virginia native performed similar services for Vigilant Integrated Services in 2001. Behind every good company, there are unseen people who are dedicated to that company's efficient operation. At Blackstone Services, Mitzi Hagan is one of those people.

HIRING GUIDELINES

Blackstone is proud that 80 percent of our security professionals have been with us for more than three years. In accordance with the Arizona Department of Public Safety licensing requirements, prospective security professionals for Blackstone:

- Must pass a National Crime Information Center (NCIC) check for felony convictions.
- Must be at least 18 years of age.
- Must possess a valid Arizona driver's license.
- Must be U.S. citizens or have proof of their right to work in the USA.
- Must provide professional and personal references.
- Must have a verifiable, stable, five-year work history.
- Must have reliable transportation to the client's property.
- Must be and remain drug free.
- Must have an honorable discharge if they served in the military.
- Must attend a mandatory eight (8) hour training program.

Blackstone Services is an equal opportunity employer and complies with all affirmative action guidelines.

ADDITIONAL HIRING QUALIFICATIONS

Blackstone Services complies with all nondiscrimination, confidentiality and equal opportunity clauses in accordance with Federal guidelines, and with provisions of the Work Hours Act of 1962 concerning any and all executed contracts. Blackstone's reputation of developing superior security professionals whose training exceeds established guidelines is evident in the following additional requirements.

Our security professionals:

- Cannot have been convicted of a misdemeanor crime or moral turpitude.
- Must speak, read and write the English language.
- Must have adequate hearing to perform security related jobs, i.e. the ability to hear normal conversation at 20 feet and whispered conversation at 10 feet.
- Must have correctable vision to 20/30.
- Must have a valid telephone phone number.
- Must be willing to work nights and weekends for security jobs.
- Must be able to differentiate between standard colors.
- Must be mentally alert.
- Must have proportionate height and weight.
- Must be able to physically perform normal to arduous physical activity without undue strain, i.e. stand, walk or patrol the majority of their shift, run short distances, lift or carry objects up to fifty (50) pounds.

Applicants also are screened for the following personal characteristics:

- Maturity and a positive attitude toward contract security professionals duties
- Tact
- Dependability
- Honesty
- Responsibility
- Courtesy
- Cooperation

- Social awareness
- Cultural sensitivity
- Emotional stability
- Sound judgment
- Flexibility
- Personal hygiene
- Professional appearance

Mandatory performance reviews are completed at thirty (30) days, ninety (90) days and annually thereafter.

REFERENCES

Darrell Mills
ADOA Security Manager
State of Arizona
Department of Administration
Information Services Division
100 North 15th Avenue, Suite 400
Phoenix, Arizona 85007-2636
Phone: 602-542-2302

Joe Frierson
Plant Director
Department of Administration
(Sun States Property)
2910 North 44th Street
Phoenix, Arizona 85007-2605
Phone: 602-955-6895

Ms. Loretta Cardin
Department of Economic Security
1789 West Jefferson
Phoenix, Arizona 85007-3202
Client for 7 years
602-634-0219

Allen Courtney
The Industrial Commission of Arizona
800 West Washington
Phoenix, Arizona 85007-2934
Client for 12 years
Phone 602-542-4162

David Tatum
Chief Curator
Arizona Historical Society
1300 North College Avenue
Tempe, Arizona 85281
Phone: 480-929-0292, Ext. 130

Dennis Roehler
Cave Creek Unified Schools
33606 North 60th Street
Cave Creek, Arizona 85327
Client for 6 years
Phone: 480-575-2000

REPLY TO SCOPE OF SERVICES

1.0 Blackstone has reviewed and understands this item as referenced in the Scope of Services.

2.0 Blackstone has reviewed and understands this item as referenced in the Scope of Services.

3.0 Blackstone has reviewed and understands this item as referenced in the Scope of Services.

4.0 Blackstone has reviewed and understands this item as referenced in the Scope of Services.

5.0 Blackstone agrees to any and all changes, additions, deletions and emergency deployment and will respond to adjustments within 24 hours notice.

6.0 All security guards assigned to the City of Avondale will display in full view their guard license with their photo.

7.0 Blackstone will maintain all personnel files for guards assigned to the City of Avondale and will be made accessible and delivered to authorized City personnel upon 24 hours notice.

8.0 Blackstone will comply with all guard and guard supervision qualifications as directed in the Scope of Services. All qualified candidates that do not have a current valid Arizona Guard License attend an eight (8) hour initial training course conducted by an Arizona Department of Public Service Licensed Instructor. After their training, they submit their completed application forms, an approved, completed fingerprint card, two photos and the applicable fee to the Arizona Department of Public Safety.

After DPS receives this information, they conduct an extensive State and Federal criminal background check. Attached is the information from the Licensing Unit of the AZ DPS. This information spells out what would disqualify an individual from obtaining an Arizona Guard License.

9.0 As stated in your Scope of Services, Blackstone supervisors will administer and monitor every aspect of said contract and will prepare and deliver weekly reports to the Information Technology Director. Our highly skilled and trained supervisors will be pleased to make recommendations to improve any security issues.

10.0 Blackstone is committed to providing professional training programs for all of our security professionals. We recognize that it is critical to execute their responsibilities in a professional manner with confidence and pride.

Training objectives:

- On-site responsibilities and duties include the following:
  Build client relationships
  Public relations
  Respect and acknowledge the chain of command

- Proper response to crisis situations or events

- Recognize supervisory authority

- Eight (8) hours of classroom training. Blackstone Security provides and pays for classes that include seminars, lectures and videos for each of the security professionals during the training process. This classroom instruction includes:

  - Introduction & Corporate Overview
  - Nature and Role of Private Security
  - Your Role as a Security Professionals
  - Access Control
  - Theft Protection
  - Traffic Control
  - First Care Response
  - Fire Prevention
  - First Fire Response
  - Report Writing & Note Taking
  - Public and Employee Relations
  - Professional Patrol
  - Golf Cart Etiquette & Maintenance
  - Bombs and Threats
  - Law and Legal
  - Constitutional Limitations, Search and Seizure
  - The Arrest
  - Crime Scene Protection
  - Examination
  - Certification
  - CPR/First Aid Training and Certification provided by the American Red Cross

In addition, all security personnel will receive on-the-job training and will be fully knowledgeable regarding their responsibilities prior to being assigned to the City of Avondale.

11.0 Blackstone's uniforms are approved by the Arizona Department of Public Safety and are supplied at our cost. These uniforms may be adjusted for use at the City of Avondale during the summer months.

12.0 Blackstone will provide the City of Avondale with post orders which will provide information regarding all security duties and will include a call list of Blackstone personnel in the event of emergencies.

Blackstone will also provide either an electric or gas powered four-wheel golf cart.

Blackstone will provide, install, maintain and train assigned security guards on the Brooklyn Computer System. This system has been installed and operated successfully at a number of our sites and we have found it to be very reliable. This system provides several different reports that, if awarded this contract, we can determine which types of reports best suit the needs of the City of Avondale. A brochure on this system is included in this package.

We will also provide cellular telephone service for communications between Avondale Police, Blackstone Dispatch and pre-approved City of Avondale personnel.

13.0 Personal electronic devices will be closely observed to see that those devices are not utilized while on post.

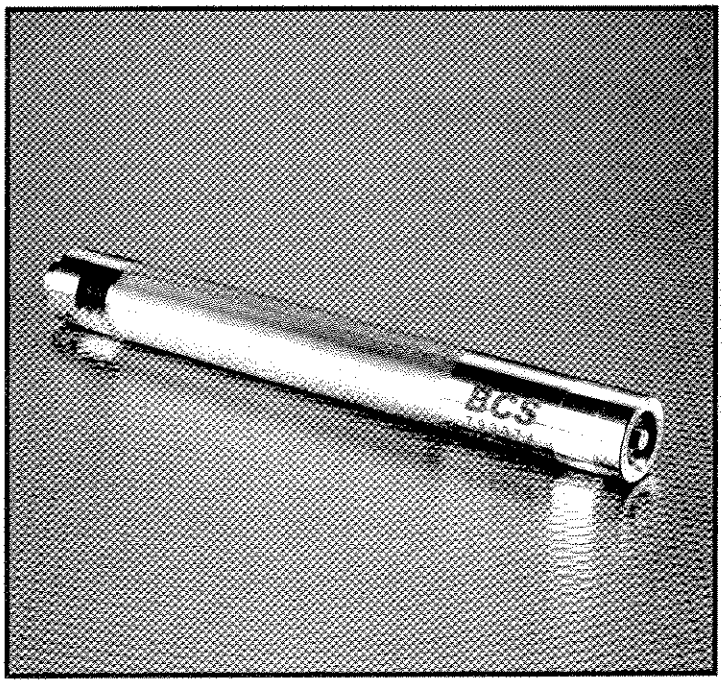
14.0 Upon successful award of contract, Blackstone Services, LLC will meet with City of Avondale Procurement Personnel and Information Technology Director to establish Post Orders. We have included a sample set of Post Orders.

15.0 General tasks and responsibilities will be outlined in the aforementioned Post Orders.

16.0 Guard tasks and responsibilities will be outlined in the aforementioned Post Orders.

17.0 Blackstone has included our Daily Activity Report for your review. Upon award of contract, we will create a similar form that can be e-mailed to the Information Technology Director at the end of each shift. We have done this in other locations and have several different formats available.

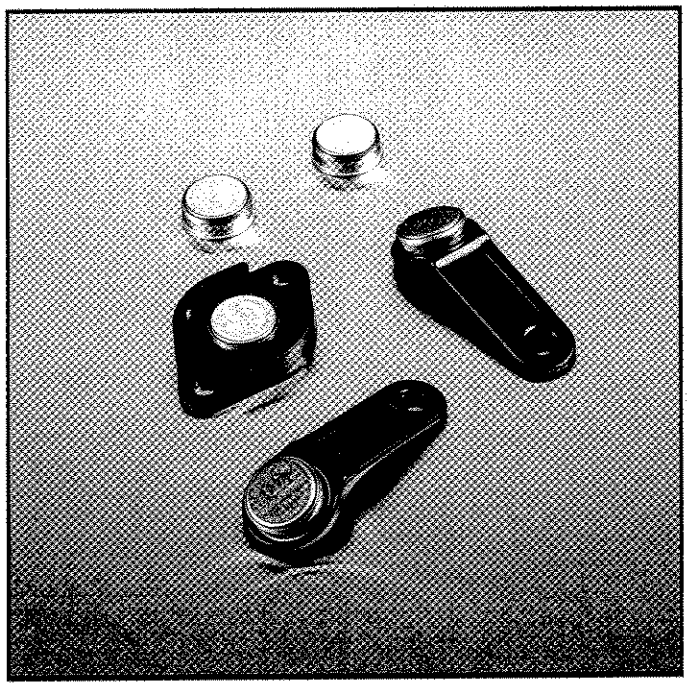
SILVERGUARD 1 TOUCH WAND (SG1)



The Original SilverGuard 1 Touch (SG1) Wand. Easily record the date and the time of a patrol by touching the wall mounted SilverGuard Touch (iButton) checkpoints with the Tough Stainless Steel SG1. Download the patrol data using the SilverGuard Computer Transfer Station (CTS) to store or produce a variety of reports. The uncompromising SG1 is built to withstand almost any environment and is available in both 110V and 220V for worldwide operation.

- Reads iButtons which can be mounted on any surface
- Downloads via the Computer Transfer Station to produce a variety of reports (Activity, Scanned, Missed, Incidence and Personnel Accountability reports)
- High tensile stainless steel housing (water and dust resistant)
- Long life lithuim battery: 6V battery pack (two 3-volt batteries)
- Capacity: 5000 reads - 1990 iButton
  2000 reads - 1992 iButton
- Visual and audible confirmation
- Operating temperature: -30° to 80° Celcius
- Memory: 128K SRAM, Processor: DS5001@11MHz
- Weight: 9.5 oz/257g; Length: 8.5 in/21.56cm; Diameter: 1 in/2.54cm
- Checkpoints are each laser etched with a unique serial number
  Suitable for all environments (Malls, Prisons, Hospitals, etc)

TOUCH CHECKPOINT



The Touch Checkpoint. A rugged checkpoint that meets all demands. Used with the SilverGuard 1 or SilverGuard 4T Wands, the Touch Checkpoints are read through momentary contact with the wand until audible and visual confirmation is achieved. Download the patrol data using the SilverGuard Computer Transfer Station (CTS) which can produce a variety of reports. The One Touch Checkpoints are built to withstand the most extreme conditions.

- The iButton media tag is manufactured by Dallas Semiconductor
- Uses a 48-bit unique serial number chip
- Housed in a button shaped stainless steel casing
- Diameter: 17.35mm; Thickness: 5.89mm
- Operating Temperature: -40° to 85° Celcius
- Read by momentary contact with wand
- No external power required
- Water and shock resistant
- These buttons are usually mounted with two-sided adhesive pads or plastic mounts
- Available as a Guard Identification Tag
- Applications range from guard patrol to inventory tagging

LICENSING UNIT

Disqualifiers-All License Types

Once you have applied for a license, **the fee is not refundable**. It is important, therefore, that the following disqualifiers do **not** apply to you.

These disqualifiers apply to:
- Security Guard
- Private Investigator
- Qualifying Party
- Resident Manager
- Agency Associate

Disqualifiers

- If you are under 18 years of age. A Qualifying Party must be at least 21.
- If you are not a citizen or legal resident who is authorized to seek employment in the United States.
- If you have **ever** been **convicted** of a **felony**, *whether or not your conviction was subsequently Set Aside and your Civil Rights were restored.*
- If you are currently under indictment for a **felony**
- If within the last 5 years preceding your application, you have been **convicted** of any **misdemeanors** involving:
    - Personal violence
    - Misconduct involving a deadly weapon as provided in section 13-3102
    - Dishonesty or fraud
    - Arson
    - Theft
    - Domestic violence
    - Narcotics (Arizona Revised Statutes Title 13, Chapter 34, or similar)
    - Sexual misconduct
- If you are on parole, community supervision or work furlough, on home arrest, on release on any other basis.
- If you are named in an outstanding arrest **warrant**
- If you are on probation pursuant to a conviction for any act of personal violence or domestic violence as in section 13-3601 or similar.
- If you have been adjudicated mentally incompetent or found to constitute a danger to self or others, section 36-540.
- If you have a disability, which renders you incapable of performing essential functions of the job even with reasonable accommodation from the employer, section 41-1461.
- If you have been convicted of acting or attempting to act as a security guard or private investigator without a license if a license was required.
- **Armed Security Guard only**:
    - If you have **ever** been convicted of any **misdemeanor** involving domestic violence.

- If you are a Prohibited Possessor as defined in section 13-3101 or as described in 18 United States Code section 922.
- If you were discharged from the armed services of the U.S. under other than honorable conditions.

Privacy Statement | Security

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POST ORDERS
FOR
XYZ COMPANY
6232 NORTH SEVENTH STREET
PHOENIX, ARIZONA

Directions

Just North of Bethany Home Road on the West side of Seventh (7th) Street.

Emergency Contact Numbers

Police/Fire Emergency	911
Blackstone Operations	602-626-1000

Shift Hours

Monday through Friday	6:00 am – 8:00 pm

Responsibilities

0600	Pick up the morning newspapers located in front of the facility on one of the loading area pillars and place them on the right side of the Information/Security Station along with the Log Sheet.
0600	Unlock the Key Control Box and count all of the keys to ensure that the correct number of keys are in the box.
Ongoing	Walk around the exterior of the facility noting any damages to the property in your Daily Activity Report (DAR). Security is to walk the parking facility to assist employees arriving at work, if needed. Security will also note any damages or unsafe situations to the parking facility in the DAR. Security is to issue parking violation notices on any vehicles that are illegally parked.

If there are any transients in the area, they are to be informed, in a polite manner, to leave the area.

1600 Security is to ensure that the lower level double doors in the parking facility are secured. This is to be logged in your DAR.

1700 Security is to ensure that all exterior patio doors are secured and locked.

Ensure that the interior center stairwell fire exit double glass doors are secured and locked.

Also ensure that all of the interior first floor doors are secured and locked. If someone is still working, make a notation in your DAR.

Ensure that the North fire exit door alarm is in the "ON" position.

All of this information is to be noted in your DAR.

1730 Ensure that the front entrance double glass doors are secured and locked. These doors are on a time lock system.

As requested, assist employees to their vehicles located throughout the parking facility.

Continue patrol of facility and parking facility.

2000 All incidents out of the ordinary are to be noted in your DAR prior to the end of your shift.

Prior to leaving the post, your DAR is to be placed in the notebooks provided.

Ensure that the Information/Security Station is clean and free of all garbage.

Depart the facility ensuring that the front double glass door is secured and locked behind you.

CLOSING STATEMENTS

We at Blackstone Security Services thank you for the opportunity to submit this proposal to satisfy your security needs. Again, we believe we are the best contractor in the Valley to provide security services for the City of Avondale because we:

- Guarantee quality service
- Guarantee client satisfaction
- Guarantee we will meet the ever-changing needs of our clients
- Guarantee premier security services
- Guarantee our personnel's professionalism

We look forward to serving you, and promise to provide the type of security services that has made Blackstone a respected name in the Arizona security industry.

Thank you,

William Richards
Manager of Business Development

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BLACKSTONE SERVICES, L.L.C.

[Fee Estimate]

See following page.

FEE SCHEDULE

UNARMED SECURITY GUARD SERVICES
IT 07-008

ORIGINAL

THE FIRM OF: Blackstone Services, LLC

Address: 6232 North Seventh Street, Suite 107

Phoenix, Arizona 85014

Hereby agrees to provide the requested services as defined herein as follows:

- Provide unarmed uniformed security officers and equipment to patrol/monitor/report activities at the City of Avondale Municipal Operations Facilities, and other areas as determined by the City.
- Provide complete security coverage seven days a week, 365 days per year, from 5:00 p.m. to 5:00 a.m. for a total of 84 hours per week, which includes City holidays.
- Fulfill all requirements of the Scope of Services.

Weekly Rate (@ 84 hours/week) $ 1,195.32

Yearly rate (weekly X 4,368) $ 62,156.64

Additional comments:

Provide the following on an on-call, as needed basis.

Mobile Vehicle Patrol

Per Hour $ 0.69 Per Day $ 8.28

Per week $ 57.86 Per Month $ 250.00

Unarmed security guard Per Hour $ 14.23

Emergency Call Out Per Hour $ 21.34

Person to contact regarding this proposal: William Richards

Title: Manager of Business Development Phone: 602-265-6160 Fax: 602-265-6170

Email Address:

Name of person authorized to bind the Firm: Daniel L. Swindall

Signature: Date: March 7, 2007

Title: President and CEO

DEVELOPMENT SERVICES

SUBJECT:
Site Plan approval extension - Coronado Professional Offices (DR-05-40)

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Scott Wilken, Senior Planner (623) 333- 4016

THROUGH: Charlie McClendon, City Manager

REQUEST: One-year extension for site plan approval for Coronado Professional Offices

PARCEL SIZE: 9 acres

LOCATION: Southwest corner of Dysart Road and Osborn Road (Exhibits A and B)

APPLICANT: Natalie Brown, Peterson Architecture and Associates, LLC

OWNER: John Langaker, Crown Builders, Inc.

BACKGROUND:

On May 15, 2006, the City Council approved a site plan for Coronado Professional Offices, application DR-05-40, located at the southwest corner of Dysart Road and Osborn Road. The site plan included 8 one-story office buildings with a total gross floor area of 45,360 square feet.

Stipulation 2 of the approval was the following: "In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the site plan shall expire within one year of approval if a building permit has not been issued." Final construction documents were submitted to the City and reviewed soon after the Council approval. However, a building permit has not yet been issued.

In addition to the site plan approval, the Council also granted a conditional use permit for medical offices in the development (application CU-05-10). Since this approval, the Zoning Ordinance has been amended and a conditional use permit is not required for medical offices at this location. Therefore, extension of the conditional use permit is not necessary.

SUMMARY OF REQUEST:

The applicant has requested that the City Council grant a one-year extension for the site plan approval to provide more time for the applicant to respond to the City's review comments on the final construction documents, and obtain a building permit.

ANALYSIS:

Following the City Council's approval of the site plan May 15, 2006, the applicant submitted to the City final construction documents, final civil engineering plans, and final landscape plans. Staff conducted a first review of the final plans, and sent comments to the applicant. Following this first review, the original developer, Providence Coronado LLC, decided not to pursue the project, due to economic reasons.

The project has since been acquired by a new developer, Crown Builders, who plans to build the project essentially as it was approved by City Council originally. The applicant has resubmitted final construction

documents for second review, but will not be able to have a building permit approved before the site plan approval expires on May 15, 2007.

Staff is currently reviewing the second submittal of final construction documents, and believes that the applicant is making a diligent effort to get final plans approved and start construction. If an extension is approved, the applicant will build the project as it was approved by the City Council.

RECOMMENDATION:

Staff recommends that the City Council approve the extension request for the site plan approval of Coronado Professional Offices, application DR-05-40, for one year, and set a new expiration date of May 15, 2008 for the site plan .

ATTACHMENTS:

Click to download

- Coronado site plan extension exhibits A-G

PROJECT MANAGER:

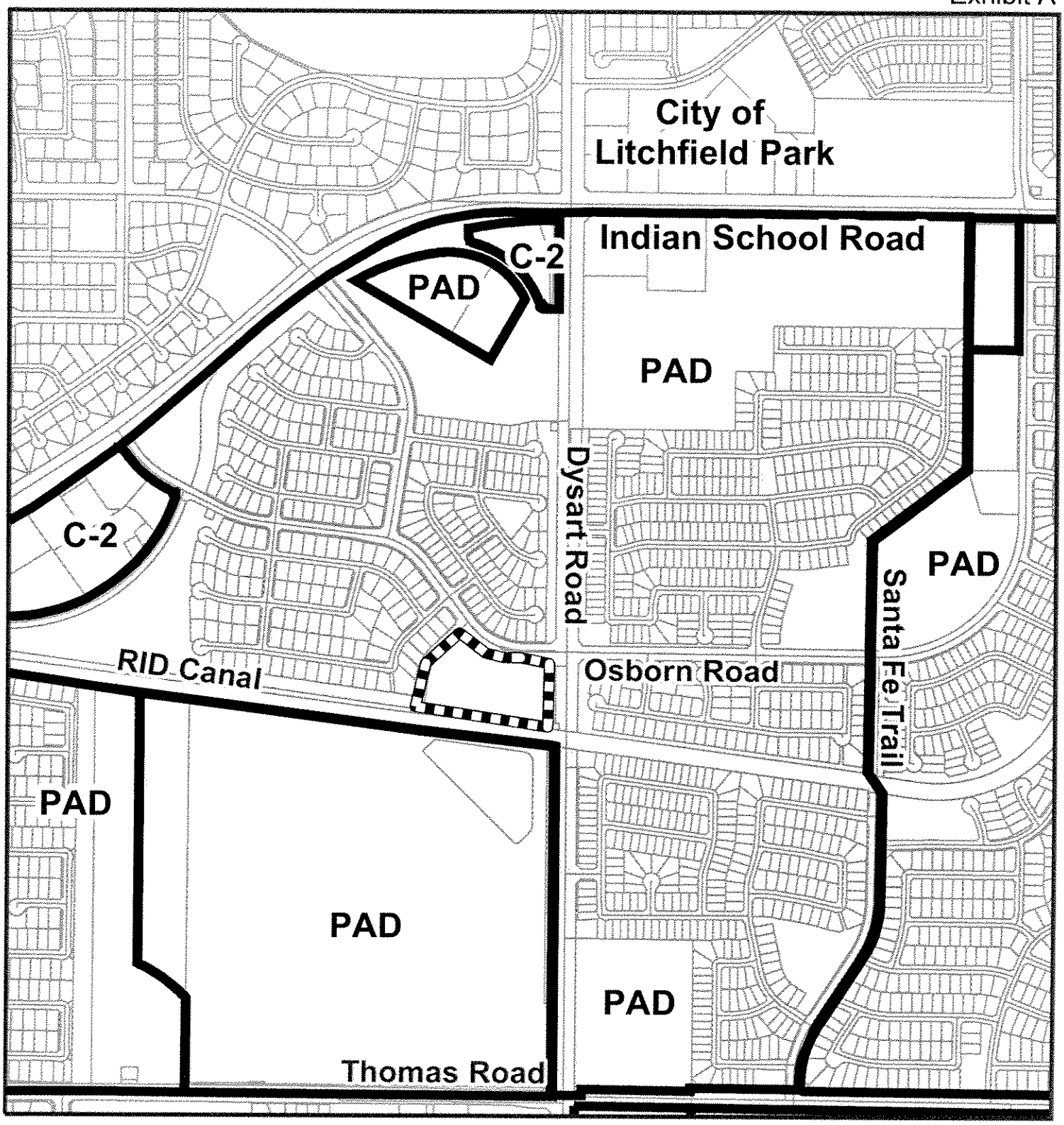
Scott Wilken, Senior Planner, 623-333-4016

DR-05-40 – site plan extension
Coronado Professional Offices
City Council meeting 5/21/07

Attachments

Exhibit A - Zoning Vicinity Map
Exhibit B - Aerial Photo 2006
Exhibit C - Applicant's extension request letter
Exhibit D - Site plan approved May 15, 2006
Exhibit E - Landscape plan approved May 15, 2006
Exhibit F - Building elevations approved May 15, 2006
Exhibit G - Site plan approval letter dated May 19, 2006

Exhibit A

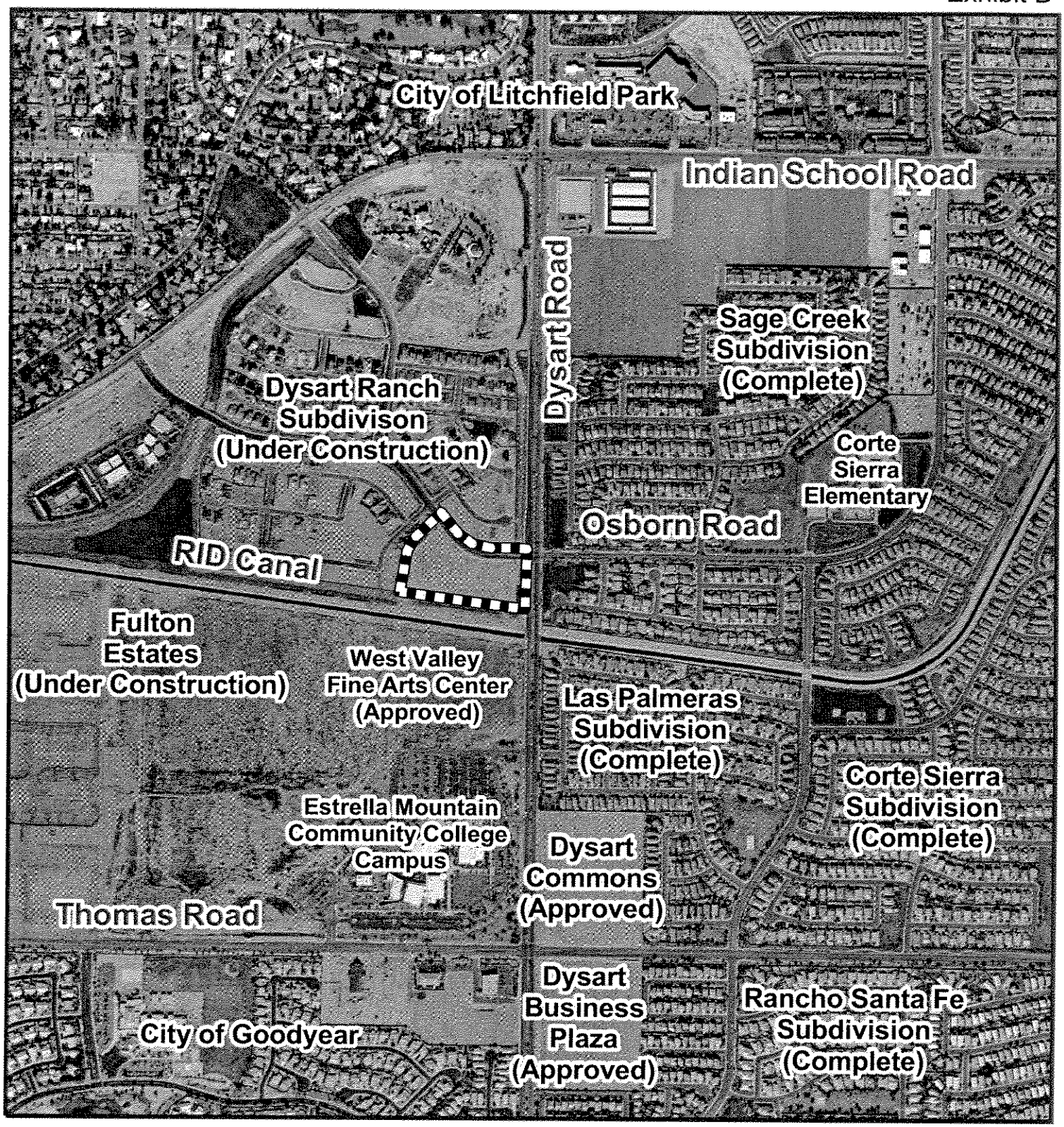


Zoning Vicinity Map
DR-05-40

Avondale

Subject Property

Exhibit B



Air Photo 2005
DR-05-40

Avondale

Subject Property

N

EXHIBIT C

PETERSON
ARCHITECTURE
& ASSOCIATES, LLC

9495 East San Salvador Drive • Scottsdale, AZ 85258 • T 480.477.1111 • F 480-451-3376

April 24, 2007

Mr. Scott Wilken

Planning Department
City of Avondale
11465 W. Civic Center Drive
Suite 110
Avondale, AZ 85323-6804

Coronado Professional Offices
Dysart Road and Osborn
Avondale, AZ 85340

Re: Conditional Use Case Number CU-05-10 and Site Plan Case Number DR-05-40 Permit Extension

Peterson Architecture & Associates is formally requesting an extension for Coronado Professional Offices Conditional Use Permit, Case Number CU-05-10 and Coronado Professional Offices Site Plan, Case Number DR-05-40 approved by City Council on May 19, 2006, which expires after one year (May 19, 2007).

Due to economic situations there has been a change of ownership and developer. The project was placed on hold after City's 1st submittal/comments for Building Planning, Landscape and Fire Prevention. It is our understanding that Engineering Plans have been resubmitted by DEI Engineers and are in the process for approval.

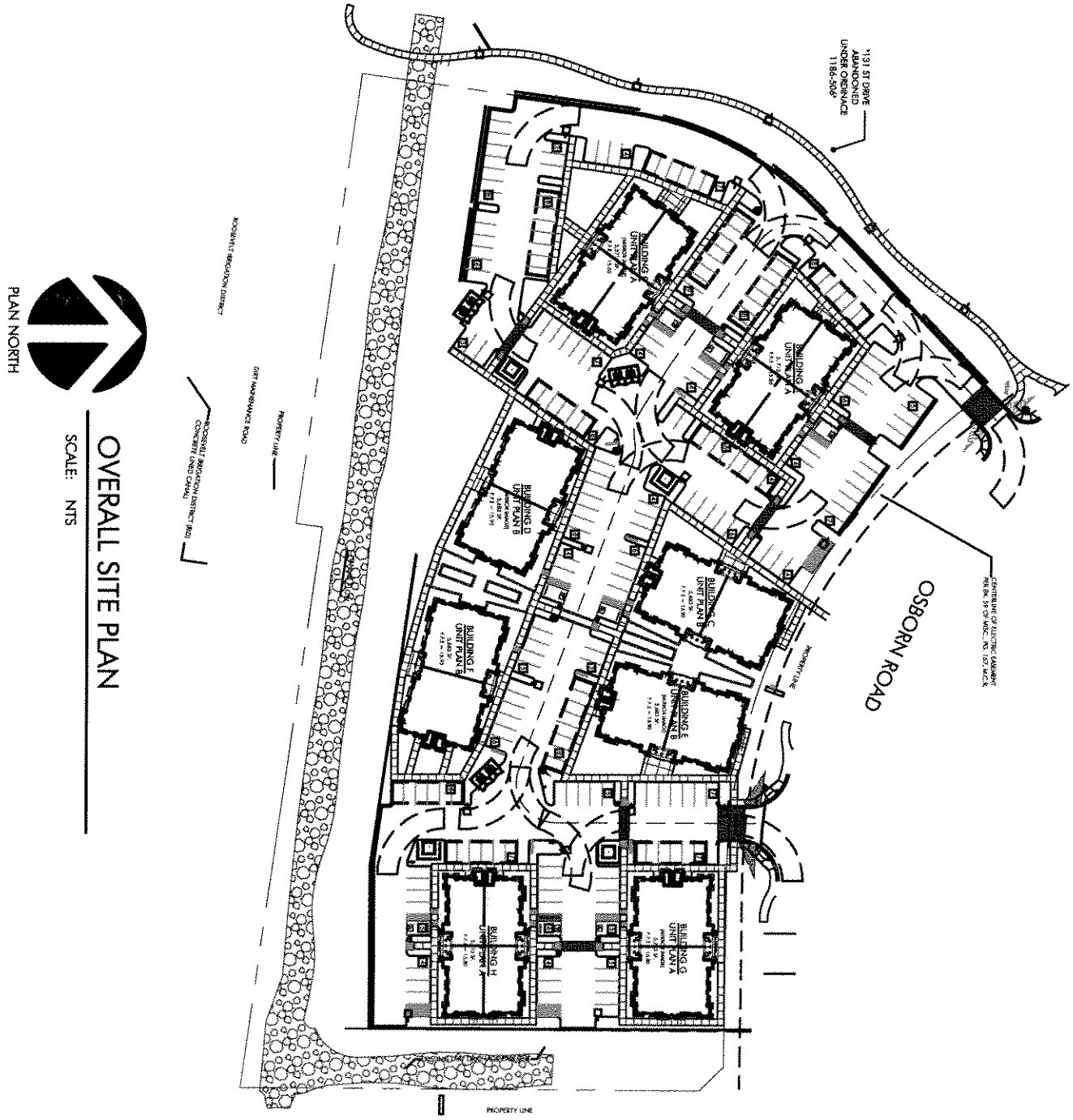
Coronado Professional Offices project is back on board with Dysart Osborn LLC as new owner and Crown Builder as new developer. The project will remain substantially the same as it was originally approved with minor owner/builder value engineering items. Peterson Architecture & Associates is moving forward with 2nd city submittal for Building Planning, Landscape and Fire Prevention plans.

We would like to request an extension for Conditional Use and Site Plan of one year in order to give us enough time to revise and submit final plans for City's staff approval. Our new anticipated starting construction date is July 2007.

Thank you for your time and effort.
Sincerely,

Natalie J. Brown, AIA
9495 East San Salvador Drive
Scottsdale AZ 85258
tel 480.477.1111 fax 480.451.3376
natalieb@peterson-architecture.com

EXHIBIT D



CORONADO OFFICES

3400 N. DYSART ROAD
LITCHFIELD PARK, AZ 85323

SITE PLAN

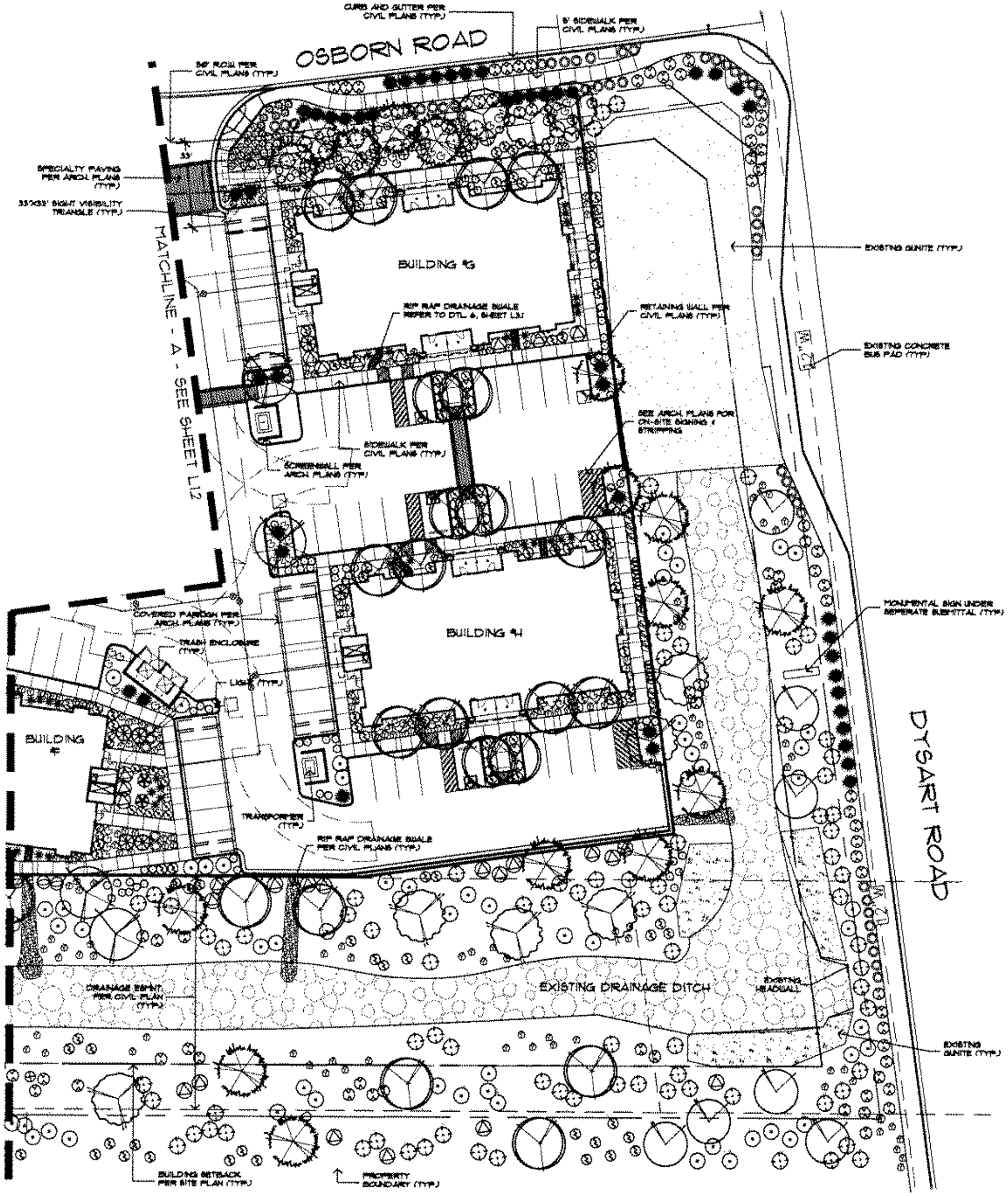
SITE

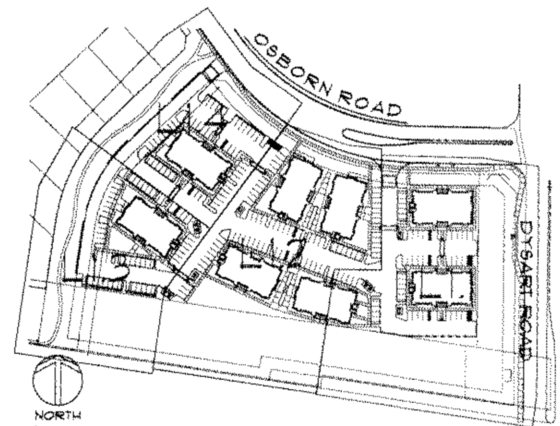
DATE: APRIL 13, 2007
SCALE: NTS
ARCHITECT: ERIK B. PETERSON, AIA
PROJ. NO.: #10006
DRAWN BY: NZ
CHECKED BY: NZ

Korman Center
9495 E. San Salvador Drive
Scottsdale, AZ 85258
T 480.477.1111
F 480.451.5376
www.Peterson-Architects.com

PETERSON ARCHITECTURE & ASSOCIATES, LLC

EXHIBIT E





KEYMAP

N.T.S.

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	Comments.
	TREES			
	Acacia smallii	Sweet Acacia	24" BOX	Multi-trunk, Dense Canopy
	Caesalpinia cacalaco	Cascalote	24" BOX	Standard-trunk, Dense Canopy
	Parkinsonia floridum	Blue palo verde	15 GAL. 24" BOX	Multi-trunk, Dense Canopy
	Cercidium hybrid 'desert museum'	Desert Museum	15 GAL.	Standard-trunk, Dense Canopy
	Chilopsis linearis	Desert Willow	15 GAL.	Standard-trunk, Dense Canopy
	Pithecellobium flexicaule	Texas Ebony	24" BOX	Standard-trunk, Dense Canopy
	Phoenix dactylifera	Date Palm	25' C.T.H.	Diamond Cut, Match Height And Form
	Prosopis hybrid	Phoenix Mesquite	15" GAL. 24" BOX	Multi-trunk, Dense Canopy
	Lagerstroemia indica	Crape Myrtle	24" BOX	Standard-trunk, Dense Canopy
	ACCENTS/ CACTI/ VINES			
	Agave Americana	Century Plant	15 GAL.	As Per Plan
	Agave geminiflora	Twin Flower agave	5 GAL.	As Per Plan
	Aloe barbadensis	Medicinal Aloe	5 GAL.	As Per Plan
	Aloe x 'Blue Elf Aloe'	Blue Elf Aloe	5 GAL.	As Per Plan
	Bougainvillea species	Bougainvillea Vine	15 GAL.	As Per Plan
	Cereus spp.	Cereus	5 GAL.	As Per Plan
	Dasylirion wheeleri	Desert Spoon	5 GAL.	As Per Plan
	Echinocactus grusonii	Golden barrel cactus	5 GAL.	As Per Plan
	Fouquieria splendens	Ocotillo	6' - 8'	10 Cane Minimum
	Muhlenbergia rigens	Deer Grass	5 GAL.	As Per Plan
	Trachelospermum jasminoides	Star Jasmine	15 GAL.	As Per Plan
	Yucca gloriosa	Spanish dagger	5 GAL.	As Per Plan
	SHRUBS			
	Bougainvillea species	Bougainvillea	5 GAL.	As Per Plan
	Calliandra californica	Baja fairy duster	5 GAL.	As Per Plan
	Eremophila 'Valentine'	Valentine Bush	5 GAL.	As Per Plan
	Hesperaloe parviflora	Red yucca	5 GAL.	As Per Plan
	Justicia spicigera	Mexican honeysuckle	5 GAL.	As Per Plan
	Justicia californica	Chuparosa	5 GAL.	As Per Plan
	Leucophyllum frutescens 'green cloud'	Green cloud ranger	5 GAL.	As Per Plan
	Leucophyllum langmaniae 'rio bravo'	Rio bravo sage	5 GAL.	As Per Plan
	Plumbago scandens	Summer Snow	5 GAL.	As Per Plan
	Rhaphiolepis indica	Indian Hawthorn	5 GAL.	As Per Plan
	Ruellia peninsularis	Baja ruellia	5 GAL.	As Per Plan
	Senna artemisioides	Feathery cassia	5 GAL.	As Per Plan
	Tecoma stans 'Gold Star'	Yellow Bells	5 GAL.	As Per Plan
	GROUND COVERS			
	Dietes bicolor	Butterfly Iris	1 GAL.	As Per Plan
	Convolvulus cneorum	Bush Morning Glory	1 GAL.	As Per Plan
	Chrysactinia mexicana	Damianita	1 GAL.	As Per Plan
	Drosanthemum species	Ice Plant	1 GAL.	As Per Plan
	Lantana montevidensis	Purple lantana	1 GAL.	As Per Plan
	Lantana 'new gold'	New gold lantana	1 GAL.	As Per Plan
	Ruellia brittonia 'katie'	Katie ruellia	1 GAL.	As Per Plan
	Sedella trilobata	Yellow Dots	1 GAL.	As Per Plan
	SEASONAL ANNUALS	SEASONAL ANNUALS	4" POTS	As Per Plan 8" O/C
	MISCELLANEOUS			
	DECOMPOSED GRANITE IN ALL PLANTING AREAS 2" DEPTH (TYP.) COLOR AND TYPE TO BE: 3/4" MINUS JESSE RED			

BLUE STAKE
Call before you Dig
602-263-1100

SCALE: 1" = 20'-0"
0 10 20 40
NORTH

LANDSCAPE PLAN

LANDSCAPE IMPORVEMENTS

CORONADO PROFESSIONAL OFFICES

3400 DYSART ROAD, AVONDALE, ARIZONA 85323

Neill/Vecchia & Associates, Inc.
Landscape Architecture
Irrigation Systems
Native Plant Analysis
Land Planning Urban Design

MD
MD
PV/TN
JUNE 7, 2006
CITY COMMENTS APRIL 23, 2007
CORONADO PROF. CD PACKAGE

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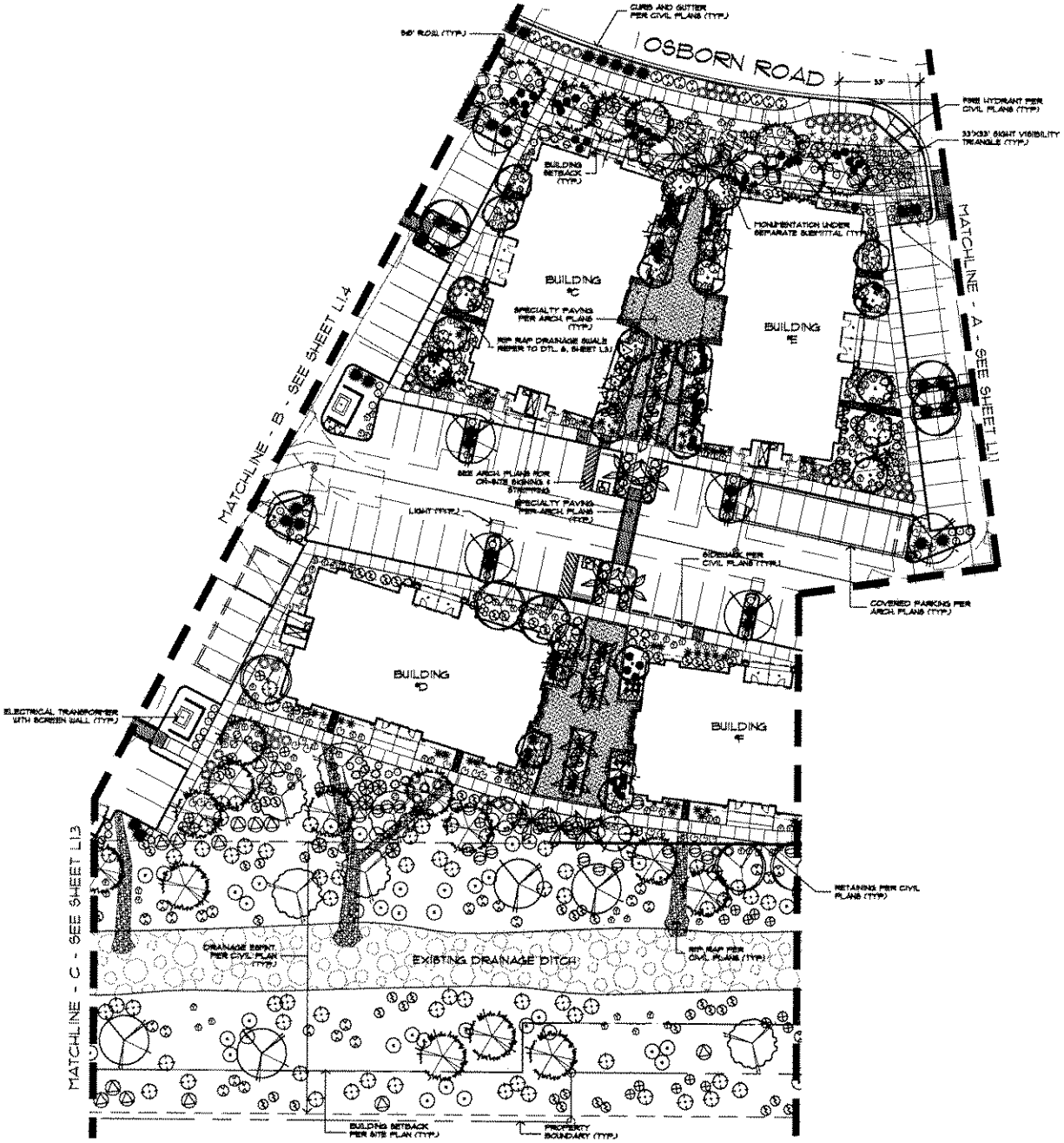
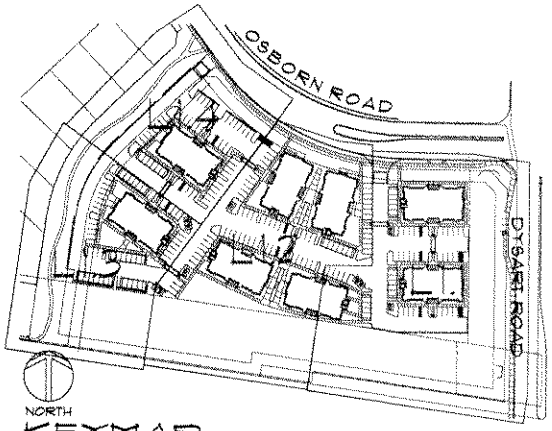
3 of 16

DR-05-40, CU-05-10





KEYMAP

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PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES				
	Acacia smallii	Sweet Acacia	24" BOX	Multi -trunk, Dense Canopy
	Caesalpinia cacalaco	Cascalote	24" BOX	Standard-trunk, Dense Canopy
	Parkinsonia florida	Blue palo verde	15 GAL 24" BOX	Multi -trunk, Dense Canopy
	Cercidium hybrid 'desert museum'	Desert Museum	15 GAL	Standard-trunk, Dense Canopy
	Chilopsis linearis	Desert Willow	15 GAL	Standard-trunk, Dense Canopy
	Pithecellobium flexicaule	Texas Ebony	24" BOX	Standard-trunk, Dense Canopy
	Phoenix dactylifera	Date Palm	25' O.T.H.	Diamond Cut, Match Height And Form
	Prosopis hybrid	Phoenix Mesquite	15" GAL 24" BOX	Multi -trunk, Dense Canopy
	Lagerstroemia indica	Crape Myrtle	24" BOX	Standard-trunk, Dense Canopy
ACCENTS/ CACTI/ VINES				
	Agave Americana	Century Plant	15 GAL	As Per Plan
	Agave geminiflora	Twin Flower agave	5 GAL	As Per Plan
	Aloe barbadensis	Medicinal Aloe	5 GAL	As Per Plan
	Aloe x "Blue Elf Aloe"	Blue Elf Aloe	5 GAL	As Per Plan
	Bougainvillea species	Bougainvillea Vine	15 GAL	As Per Plan
	Cereus spp.	Cereus	5 GAL	As Per Plan
	Dasylirion wheeleri	Desert Spoon	5 GAL	As Per Plan
	Echinocactus grusonii	Golden barrel cactus	3 GAL	As Per Plan
	Ferquieria spendens	Ocotillo	6' - 8'	10 Canes Minimum
	Muhlenbergia rigens	Deer Grass	5 GAL	As Per Plan
	Trachelospermum jasminoides	Star Jasmine	5 GAL	As Per Plan
	Yucca gloriosa	Spanish dagger	5 GAL	As Per Plan
SHRUBS				
	Bougainvillea species	Bougainvillea	5 GAL	As Per Plan
	Calliandra californica	Baja fairy duster	5 GAL	As Per Plan
	Eremophila 'Valentine'	Valentine Bush	5 GAL	As Per Plan
	Hesperaloe parviflora	Red yucca	5 GAL	As Per Plan
	Justicia spicigera	Mexican honeysuckle	5 GAL	As Per Plan
	Justicia californica	Chuparosa	5 GAL	As Per Plan
	Leucophyllum frutescens 'green cloud'	Green cloud ranger	5 GAL	As Per Plan
	Leucophyllum langmaniae 'rio bravo'	Rio bravo sage	5 GAL	As Per Plan
	Montanoa scandens	Summer Snow	5 GAL	As Per Plan
	Rhaphiolepis indica	Indian Hawthorn	5 GAL	As Per Plan
	Ruellia peninsularis	Baja ruellia	5 GAL	As Per Plan
	Senna artemisioides	Feathery cassia	5 GAL	As Per Plan
	Tecoma stans 'Gold Star'	Yellow Bells	5 GAL	As Per Plan
GROUND COVERS				
	Dietes bicolor	Butterfly Iris	1 GAL	As Per Plan
	Convolvulus cneorum	Bush Morning Glory	1 GAL	As Per Plan
	Dryopteris erythrosora	Daisianna	1 GAL	As Per Plan
	Drosanthemum speciosum	Ice Plant	1 GAL	As Per Plan
	Lantana montevidensis	Purple lantana	1 GAL	As Per Plan
	Lantana 'new gold'	New gold lantana	1 GAL	As Per Plan
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	Wedelia trilobata	Yellow Dots	1 GAL	As Per Plan
	SEASONAL ANNUALS	SEASONAL ANNUALS	4" POTS	As Per Plan 8" O/C
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	DECOMPOSED GRANITE IN ALL PLANTING AREAS 2" DEPTH (TYP.) COLOR AND TYPE TO ESI. 3/4" MINUS JESSIE RED			

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NORTH

LANDSCAPE PLAN

Neill/Vecchia & Associates, Inc.
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Golf Course Architecture
Native Plant Analysis
Land Planning Urban Design
3200 E. CAMELBACK, SUITE 250 PHOENIX, AZ 85018
PHONE (602) 957-1500 FAX (602) 957-1502

LANDSCAPE IMPORVEMENTS

CORONADO PROFESSIONAL OFFICES

3400 DYSART ROAD, AVONDALE, ARIZONA 85323

	MD
	MD
	PV/TN
	JUNE 7, 2006
	1ST CITY COMMENTS APRIL 20, 2007

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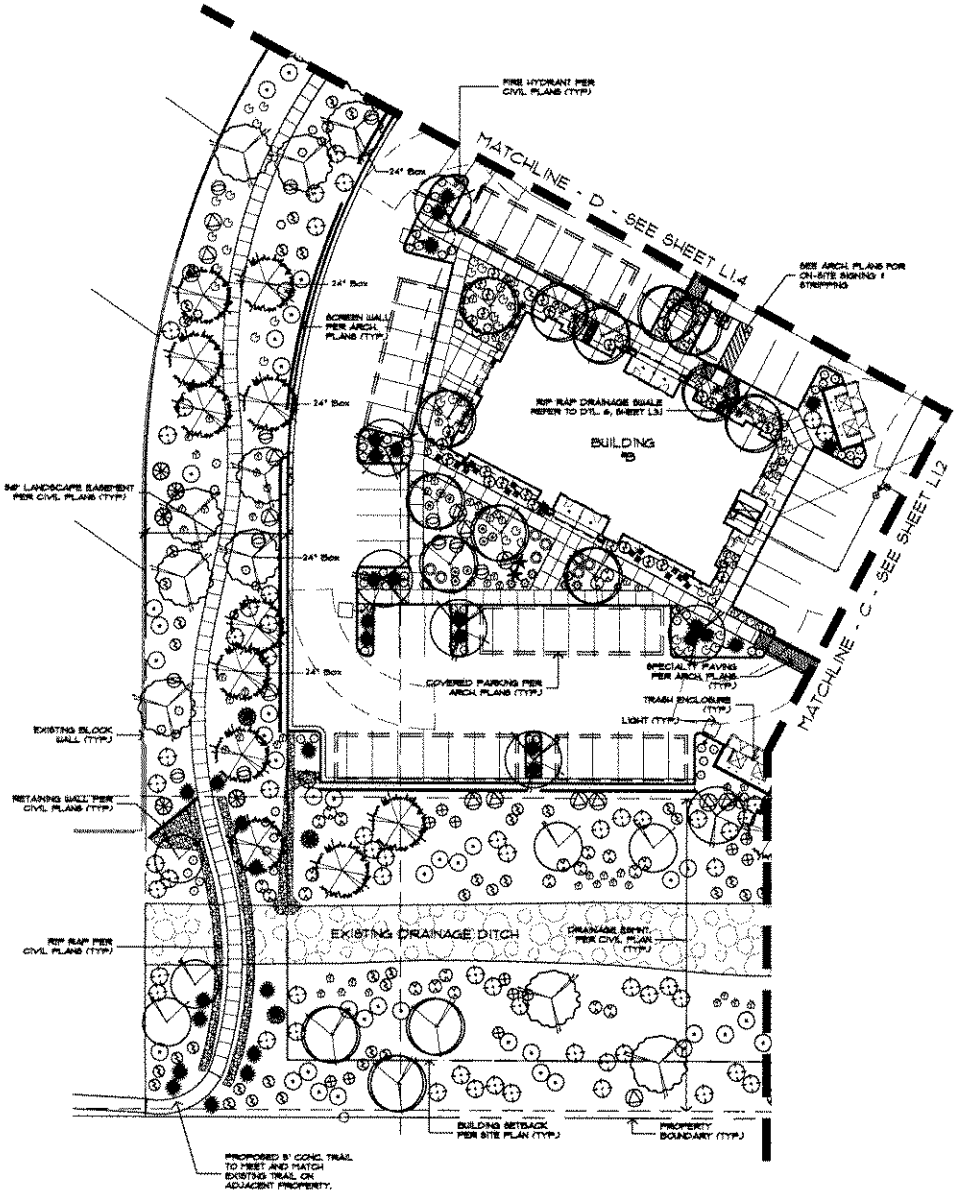
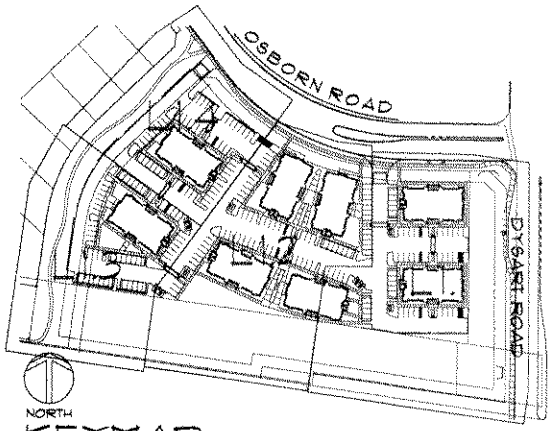
DR-05-40, CU-05-10





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	Carnegiea hybrid (desert museum)	Desert Museum	15 GAL	Standard-trunk, Dense Canopy
	Chilopsis linearis	Desert Willow	15 GAL	Standard-trunk, Dense Canopy
	Prosopis hybrid	Phoenix Mesquite	15" GAL 24" BOX	Multi-trunk, Dense Canopy
	Lagerstroemia indica	Crape Myrtle	24" BOX	Standard-trunk, Dense Canopy
ACCENTS/ CACTI/ VINES				
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	Agave geminiflora	Twin Flower agave	5 GAL	As Per Plan
	Aloe barbadensis	Medicinal Aloe	5 GAL	As Per Plan
	Aloe x "Blue Elf Aloe"	Blue Elf Aloe	5 GAL	As Per Plan
	Bougainvillea species	Bougainvillea Vine	15 GAL	As Per Plan
	Cereus spp.	Cereus	5 GAL	As Per Plan
	Dasylirion wheeleri	Desert Spoon	5 GAL	As Per Plan
	Echinocactus grusonii	Golden barrel cactus	5 GAL	As Per Plan
	Fouquieria splendens	Ocotillo	6' - 8'	18 Cane Minimum
	Muhlenbergia rigens	Deer Grass	5 GAL	As Per Plan
	Trachelospermum jasminoides	Star Jasmine	5 GAL	As Per Plan
	Yucca gloriosa	Spanish dagger	5 GAL	As Per Plan
SHRUBS				
	Bougainvillea species	Bougainvillea	5 GAL	As Per Plan
	Calliandra californica	Baja fairy duster	5 GAL	As Per Plan
	Eremophila Valentine'	Valentine Bush	5 GAL	As Per Plan
	Hesperaloe parviflora	Red yucca	5 GAL	As Per Plan
	Justicia spicigera	Mexican honeysuckle	5 GAL	As Per Plan
	Justicia californica	Chuparosa	5 GAL	As Per Plan
	Leucophyllum frutescens green cloud'	Green cloud ranger	5 GAL	As Per Plan
	Leucophyllum langmaniae 'rio bravo'	Rio bravo sage	5 GAL	As Per Plan
	Plumbago scandens	Summer Snow	5 GAL	As Per Plan
	Rhaphiolepis indica	Indian Hawthorn	5 GAL	As Per Plan
	Ruellia peninsularis	Baja ruellia	5 GAL	As Per Plan
	Senna artemisioides	Feathery cassia	5 GAL	As Per Plan
	Tecoma stans 'Gold Star'	Yellow Bells	5 GAL	As Per Plan
GROUND COVERS				
	Dalea bicolor	Butterfly Vix	1 GAL	As Per Plan
	Convolvulus cneorum	Bush Morning glory	1 GAL	As Per Plan
	Chrysactinia mexicana	Damianita	1 GAL	As Per Plan
	Drosanthemum speciosum	Ice Plant	1 GAL	As Per Plan
	Lantana montevidensis	Purple lantana	1 GAL	As Per Plan
	Lantana 'new gold'	New gold lantana	1 GAL	As Per Plan
	Ruellia brittoniana 'katie'	Katie ruellia	1 GAL	As Per Plan
	Baileya trilobata	Yellow Dots	1 GAL	As Per Plan
	SEASONAL ANNUALS	SEASONAL ANNUALS	4" POTS	As Per Plan 8" O/C
MISCELLANEOUS				

DECOMPOSED GRANITE IN ALL PLANTING AREAS 3" DEPTH (TYP) COLOR AND TYPE TO BE: 3/4" MINUS -BISBEE RED

BLUE STAKE
Call before you Dig
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SCALE: 1" = 20'-0"
0 10 20 40

NORTH

LANDSCAPE PLAN

Neill/Vecchia & Associates, Inc.
Landscape Architecture
Land Planning
Native Plant Analysis
Land Development Consultants
3900 E. CAMELBACK ROAD, SUITE 3, PHOENIX, ARIZONA 85018
Phone (602) 955-7337 Fax (602) 955-3000

LANDSCAPE IMPORVEMENTS

CORONADO PROFESSIONAL OFFICES

3400 DYSART ROAD, AVONDALE, ARIZONA 85323

DRAWN BY	MD
DESIGN BY	MD
CHECKED BY	PV/TN
REVISIONS	
DATE	JUNE 7, 2006
REVISED CITY COMMENTS	APRIL 23, 2007

PLAN NAME: CORONADO PROF. CD PACKAGE

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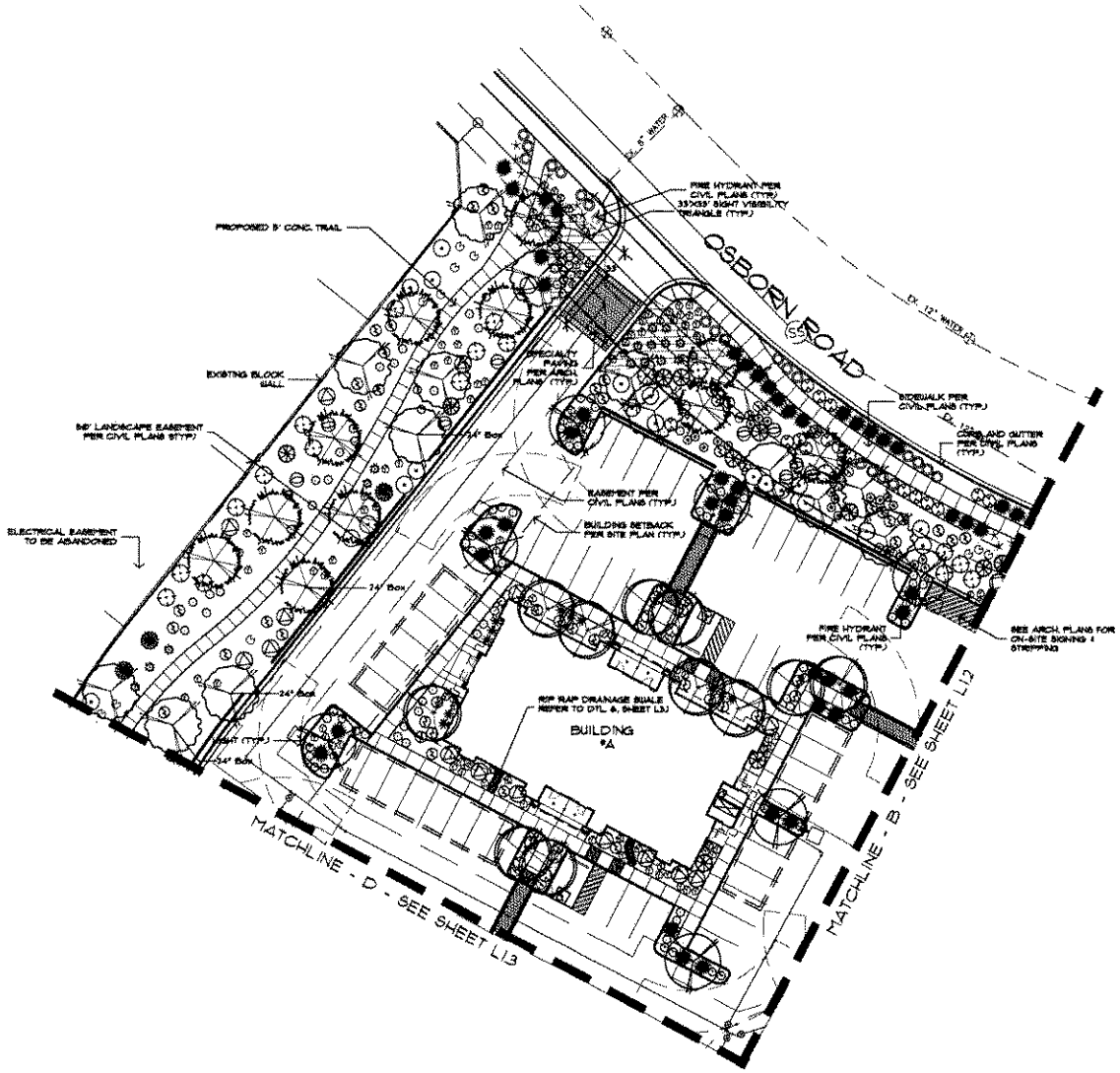
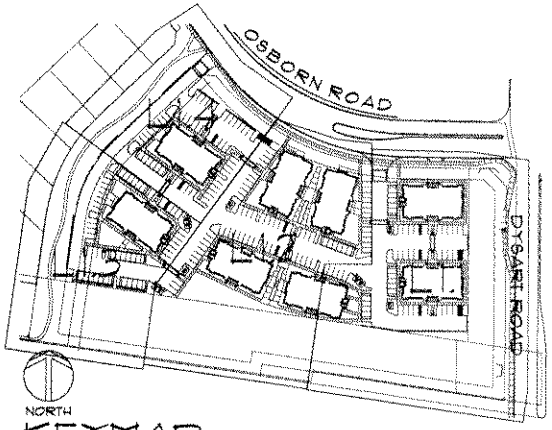
5 of 16

DR: 05-40, CU-05-18





KEYMAP

N.T.S.

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	Comments
TREES				
	Acacia smallii	Sweet Acacia	24" BOX	Multi -trunk, Dense Canopy
	Caesalpinia cacalaco	Cascalote	24" BOX	Standard-trunk, Dense Canopy
	Parkinsonia florida	Blue palo verde	15 GAL 24" BOX	Multi -trunk, Dense Canopy
	Caroliclon hybrid 'desert museum'	Desert Museum	15 GAL	Standard-trunk, Dense Canopy
	Chilopsis linearis	Desert Willow	15 GAL	Standard-trunk, Dense Canopy
	Ebenopsis ebenopsis texana	Texas Ebony	24" BOX	Standard-trunk, Dense Canopy
	Phoenix dactylifera	Date Palm	28' C.T.H.	Diamond Cut, Match Height, And Form
	Prosopis hybrid	Phoenix Mesquite	15" GAL 24" BOX	Multi -trunk, Dense Canopy
	Lagerstroemia indica	Crape Myrtle	24" BOX	Standard-trunk, Dense Canopy
ACCENTS/ CACTI/ VINES				
	Agave Americana	Century Plant	5 GAL	As Per Plan
	Agave geminiflora	Twin Flower agave	5 GAL	As Per Plan
	Aloe barbadensis	Medicinal Aloe	5 GAL	As Per Plan
	Aloe x "Blue Elf Aloe"	Blue Elf Aloe	5 GAL	As Per Plan
	Bougainvillea species	Bougainvillea Vine	15 GAL	As Per Plan
	Cereus spp.	Cereus	5 GAL	As Per Plan
	Dasylirion wheeleri	Desert Spoon	5 GAL	As Per Plan
	Echinocactus grusonii	Golden barrel cactus	5 GAL	As Per Plan
	Fouquieria splendens	Ocotillo	6' - 8'	18 Cane Minimum
	Muhlenbergia rigens	Deer Grass	5 GAL	As Per Plan
	Trachelospermum jasminoides	Star Jasmine	15 GAL	As Per Plan
	Yucca gloriosa	Spanish dagger	5 GAL	As Per Plan
SHRUBS				
	Bougainvillea species	Bougainvillea	5 GAL	As Per Plan
	Calliandra californica	Baja fairy duster	5 GAL	As Per Plan
	Eremophila 'Valentine'	Valentine Bush	5 GAL	As Per Plan
	Hesperaloe parviflora	Red yucca	5 GAL	As Per Plan
	Justicia spicigera	Mexican honeysuckle	5 GAL	As Per Plan
	Justicia californica	Chuparosa	5 GAL	As Per Plan
	Leucophyllum frutescens 'green cloud'	Green cloud ranger	5 GAL	As Per Plan
	Leucophyllum langmaniae 'rio bravo'	Rio bravo sage	5 GAL	As Per Plan
	Plumbago scandens	Summer Snow	5 GAL	As Per Plan
	Rhaphiolepis indica	Indian Hawthorn	5 GAL	As Per Plan
	Ruellia peninsularis	Baja ruellia	5 GAL	As Per Plan
	Senna artemisioides	Feathery cassia	5 GAL	As Per Plan
	Tecoma stans 'Gold Star'	Yellow Bells	5 GAL	As Per Plan
GROUND COVERS				
	Dietes bicolor	Butterfly Iris	1 GAL	As Per Plan
	Convolvulus cneorum	Bush Morning Glory	1 GAL	As Per Plan
	Dyssodia mexicana	Dahlietta	1 GAL	As Per Plan
	Drosanthemum species	Ice Plant	1 GAL	As Per Plan
	Lantana montevidensis	Purple lantana	1 GAL	As Per Plan
	Lantana 'new gold'	New gold lantana	1 GAL	As Per Plan
	Ruellia brittoniana 'katie'	Katie ruellia	1 GAL	As Per Plan
	Wedelia trilobata	Yellow Dove	1 GAL	As Per Plan
	SEASONAL ANNUALS	SEASONAL ANNUALS	4" POTS	As Per Plan 8" O/C
MISCELLANEOUS				

DECOMPOSED GRANITE IN ALL PLANTING AREAS 2" DEPTH (TYP) COLOR AND TYPE TO BE: 3/4" MINUS JESSE RED

BLUE STAKE
Call before you Dig
602-263-1100

SCALE: 1" = 20'-0"
0 10 20 40

NORTH

LANDSCAPE PLAN

Neill/Vecchia & Associates, Inc.
Landscape Architecture
Native Plant Analysis
Land Planning
4500 N. 16th Street, Suite 11 • Phoenix, Arizona 85016
Phone (602) 532-7111 • Fax (602) 532-7000

LANDSCAPE IMPORVEMENTS

CORONADO PROFESSIONAL OFFICES

3400 DYSART ROAD, AVONDALE, ARIZONA 85323

DRAWN BY	MD
DESIGNED BY	MD
REVIEWED BY	PV/TN
DATE	JUNE 7, 2006
REVISED	1ST CITY COMMENTS APRIL 23, 2007

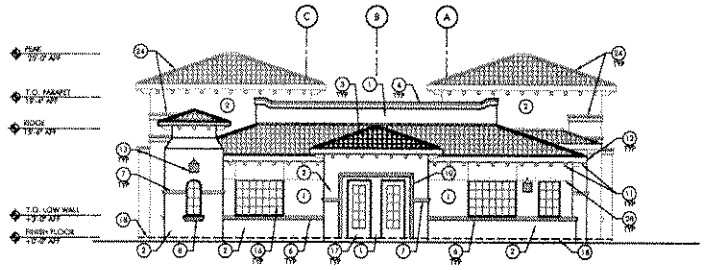
FILE NAME: CORONADO PROF. CD PACKAGE

L1.4

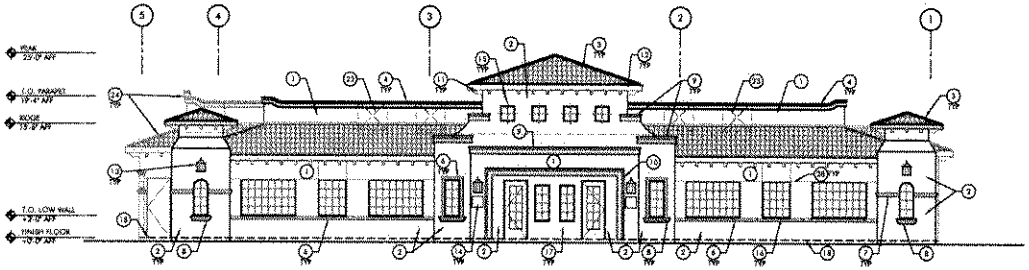
4 of 16

DR-05-40, CU-05-10

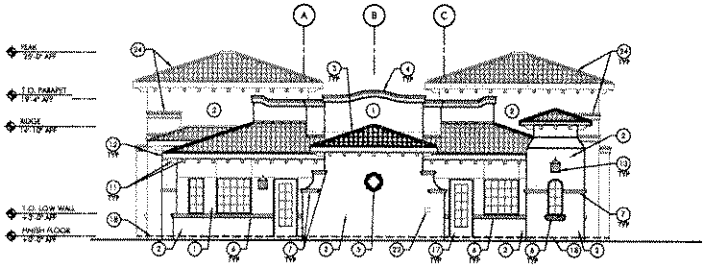
Exhibit F



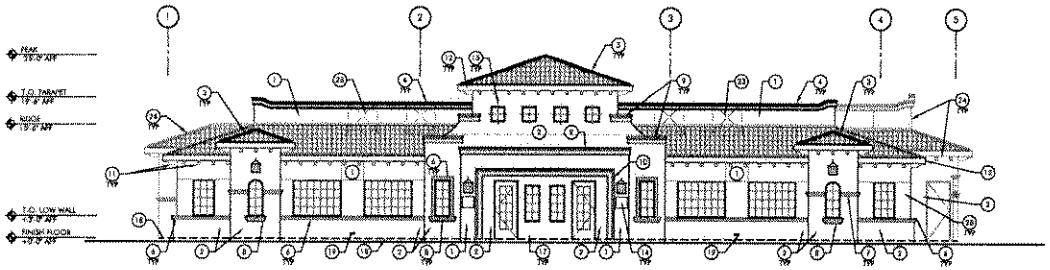
1 SIDE ELEVATION - UNIT PLAN A
1/8" = 1'-0"



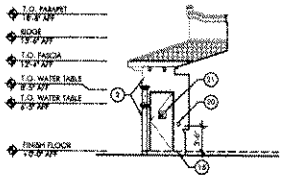
2 FRONT ELEVATION - UNIT PLAN A
1/8" = 1'-0"



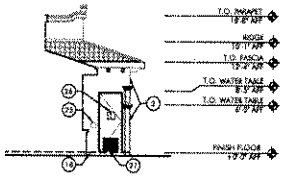
3 SIDE ELEVATION - UNIT PLAN A
1/8" = 1'-0"



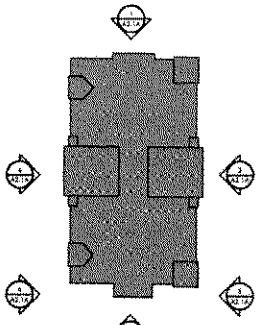
4 BACK ELEVATION - UNIT PLAN A
1/8" = 1'-0"



5 FIRE RISER ROOM ELEVATION - UNIT PLAN A
1/8" = 1'-0"



6 SES ROOM ELEVATION - UNIT PLAN A
1/8" = 1'-0"



7 UNIT PLAN - A
NOT TO SCALE

ELEVATION KEYNOTES:

1. STUCCO EXTERIOR FINISH SYSTEM. WALL FIELD (EF-1)
2. STUCCO EXTERIOR FINISH SYSTEM. WALL ACCENT (EF-3)
3. CLAY ROOF TILE (F-10)
4. INTEGRAL FOAM COPING. PAINT (EF-8) TO MATCH CONCRETE DESIGN COLOR. SEE DETAIL 6/A5.31
5. DECORATIVE CONCRETE DESIGN STYLE #AW2 ONE SIDE 32". (EF-8)
6. CONCRETE DESIGN TRIM. STYLE #M-40 (EF-8)
7. CONCRETE DESIGN WATER TABLE. STYLE #M-40 (EF-8)
8. CONCRETE DESIGN WINDOW SILL. STYLE M30+25 (EF-8)
9. CONCRETE DESIGN COPING. STYLE #50 (EF-8)
10. CONCRETE DESIGN TRIM AT MAIN ENTRANCE. STYLE #M50 (EF-8)
11. DECORATIVE FOAM BRACKET. SEE DETAIL 17/A5.31 (EF-5)
12. FASCIA. SEE DETAIL 16/A5.31 (EF-5)
13. DECORATIVE LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.
14. DECORATIVE METAL SQUARE FOR FUTURE TENANT SIGNAGE. SEE DETAIL 11/A5.01 (EF-5)
15. DECORATIVE WROUGHT IRON. SEE DETAIL 7/A5.01 (EF-5)
16. WINDOW. SEE SHEET A6.01
17. DOOR. SEE SHEET A 6.01
18. WEEP SCREED. SEE DETAIL 2/A5.31
19. ROOF AND OVERFLOW DRAIN. SEE DETAIL 30/A5.31 AND MECHANICAL DRAWINGS
20. F.D.C LOCATION TYP. IN ALL BUILDINGS
21. FIRE RISER ROOM SIGNAGE. SEE DETAIL 11/A0.76
22. KNOX - VAULT - HEAVY DUTY RECESSED MOUNTED
23. FUTURE MECHANICAL UNIT BEYOND
24. ELEVATION BEYOND
25. KEY BOX - AVAILABLE FROM APS
26. SES ROOM SIGNAGE. SEE DETAIL 12/A0.76
27. LOUVERS. SEE SHEET A6.01 FOR DOOR TYPES
28. CONTROL JOINT. SEE DETAIL 5/A5.31

GENERAL NOTES:

A. SEE SHEET A0.01 FOR EXTERIOR FINISH SCHEDULE
B. SEE SHEET A6.01 FOR WINDOW AND DOOR SCHEDULES.
C. ALL EXTERIOR MOUNTED ELECTRICAL AND/ OR MECHANICAL PANEL/BOXES WILL BE PAINTED TO MATCH BUILDING
D. BUILDING ADDRESS LOCATION AND SIGN TYPE TO BE COORDINATED WITH CITY OF AVONDALE AND FIRE DEPARTMENT REQUIREMENTS

PETERSON ARCHITECTURE & ASSOCIATES, LLC
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3400 NORTH DYSART ROAD
LITCHFIELD PARK, AZ 85340

DR-05-40 AND CU-05-10

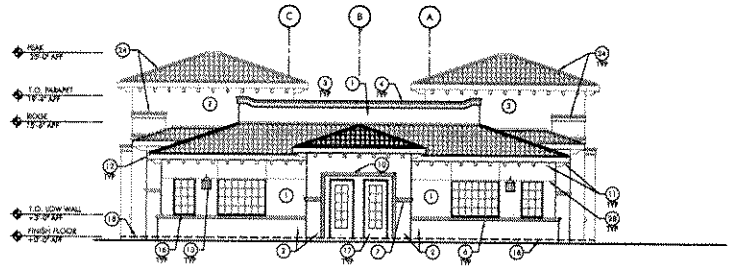
REVISION: CITY COMMENTS
DATE: MAY 6, 2007

REGISTERED ARCHITECT
CERTIFICATE NO.
RINK B. PETERSON
ARIZONA, U.S.A.

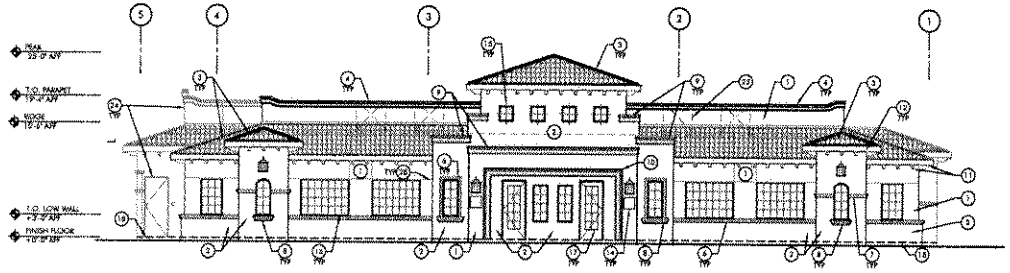
DATE:	JUNE 7, 2006
SCALE:	AS NOTED
ARCHITECT:	RINK B. PETERSON, AIA
PROJ. NO.:	0108
DRAWN BY:	DAM
CHECKED BY:	RBP/GK

UNIT PLAN A
EXTERIOR ELEVATIONS

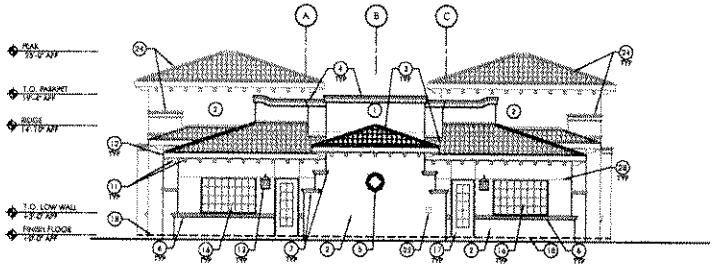
A2.1A



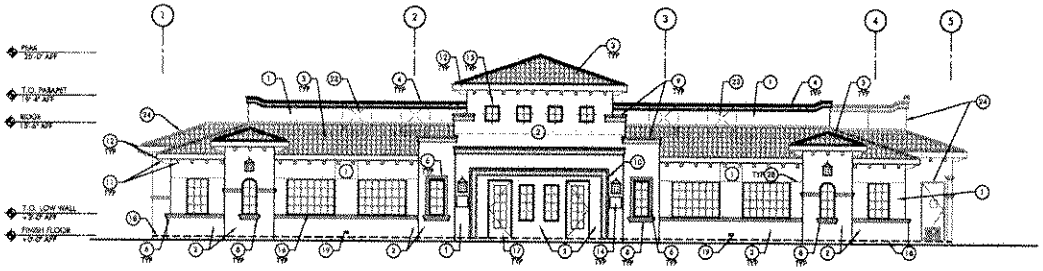
1 SIDE ELEVATION - UNIT PLAN B
1/8" = 1'-0"



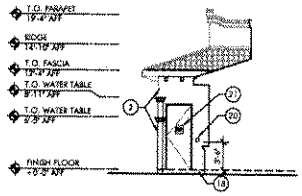
2 FRONT ELEVATION - UNIT PLAN B
1/8" = 1'-0"



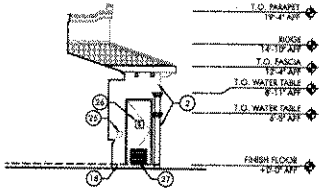
3 SIDE ELEVATION - UNIT PLAN B
1/8" = 1'-0"



4 BACKELEVATION - UNIT PLAN B
1/8" = 1'-0"



5 FIRE RISER ROOM ELEVATION - UNIT PLAN A
1/8" = 1'-0"



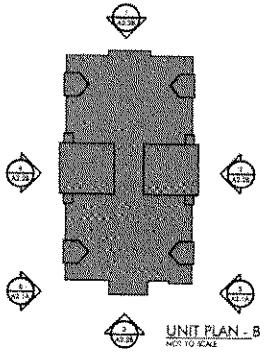
6 SES ROOM ELEVATION - UNIT PLAN A
1/8" = 1'-0"

ELEVATION KEYNOTES:

1. STUCCO EXTERIOR FINISH SYSTEM. WALL FIELD (EF-2)
2. STUCCO EXTERIOR FINISH SYSTEM. WALL ACCENT (EF-4)
3. CLAY ROOF TILE (EF-10)
4. INTEGRAL FOAM COPING. PAINT (EF-7) TO MATCH CONCRETE DESIGN COLOR. SEE DETAIL 6/A5.31
5. DECORATIVE CONCRETE DESIGN STYLE #AW2 ONE SIDE 32". (EF-9)
6. CONCRETE DESIGN TRIM. STYLE #M-40 (EF-9)
7. CONCRETE DESIGN WATER TABLE. STYLE #M-40 (EF-9)
8. CONCRETE DESIGN WINDOW SILL. STYLE M30+25 (EF-9)
9. CONCRETE DESIGN COPING. STYLE #50 (EF-9)
10. CONCRETE DESIGN TRIM AT MAIN ENTRANCE. STYLE #M50 (EF-9)
11. DECORATIVE FOAM BRACKET. SEE DETAIL 17/A5.31 (EF-5)
12. FASCIA. SEE DETAIL 16/A5.31 (EF-5)
13. DECORATIVE LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS
14. DECORATIVE METAL SQUARE FOR FUTURE TENANT SIGNAGE. SEE DETAIL 11/A5.01 (EF-5)
15. DECORATIVE WROUGHT IRON. SEE DETAIL 7/A5.01 (EF-5)
16. WINDOW. SEE SHEET A6.01
17. DOOR. SEE SHEET A 6.01
18. WEEP SCREED. SEE DETAIL 2/A5.31
19. ROOF AND OVERFLOW DRAIN. SEE DETAIL 20/A5.31 AND MECHANICAL DRAWINGS
20. F.D.C LOCATION TYP. IN ALL BUILDINGS
21. FIRE RISER ROOM AND SIGNAGE. SEE DETAIL 11/A0.76
22. KNOX - VAULT - HEAVY DUTY RECESSED MOUNTED
23. FUTURE MECHANICAL UNIT BEYOND
24. ELEVATION BEYOND
25. KEY BOX - AVAILABLE FROM APS
26. SES ROOM SIGNAGE. SEE DETAIL 12/A0.76
27. LOUVERS. SEE SHEET A6.01 FOR DOOR TYPES
28. CONTROL JOINT. SEE DETAIL 5/A5.31

GENERAL NOTES:

A. SEE SHEET A0.01 FOR EXTERIOR FINISH SCHEDULE
B. SEE SHEET A6.01 FOR WINDOW AND DOOR SCHEDULES.
C. ALL EXTERIOR MOUNTED ELECTRICAL AND/ OR MECHANICAL PANEL/BOXES WILL BE PAINTED TO MATCH BUILDING
D. BUILDING ADDRESS LOCATION AND SIGN TYPE TO BE COORDINATED WITH CITY OF AVONDALE AND FIRE DEPARTMENT REQUIREMENTS



UNIT PLAN - B
NOT TO SCALE

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Karsan Center
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Scottsdale, AZ 85258
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F 480.451.3376
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3400 NORTH DYSART ROAD
LITCHFIELD PARK, AZ 85340

DR-05-40 AND CU-05-10

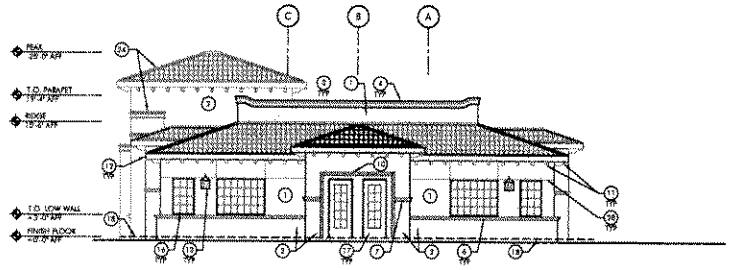
REVISION: CITY COMMENTS
DATE: MAY 4, 2007

REGISTERED ARCHITECT
CERTIFICATE NO. 36903
ERIK G. PETERSON
ARIZONA U.S.A.

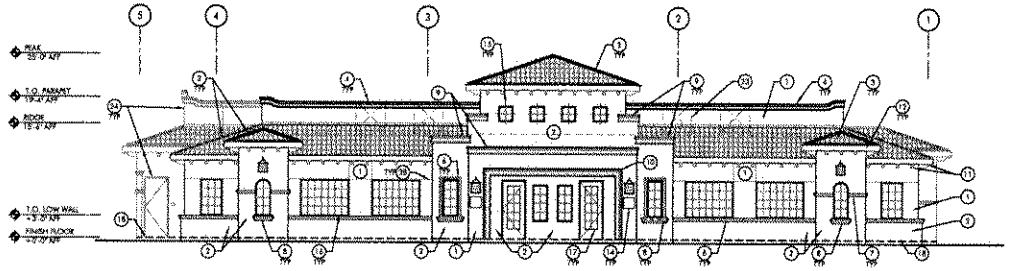
DATE:	JUNE 7, 2006
SCALE:	AS NOTED
ARCHITECT:	ERIK G. PETERSON, AIA
PROJ. NO.:	03.06
DRAWN BY:	SAM
CHECKED BY:	ANN TOM

UNIT PLAN B
EXTERIOR ELEVATIONS

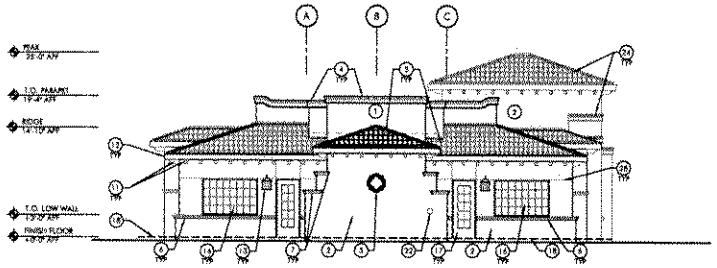
A2.2B



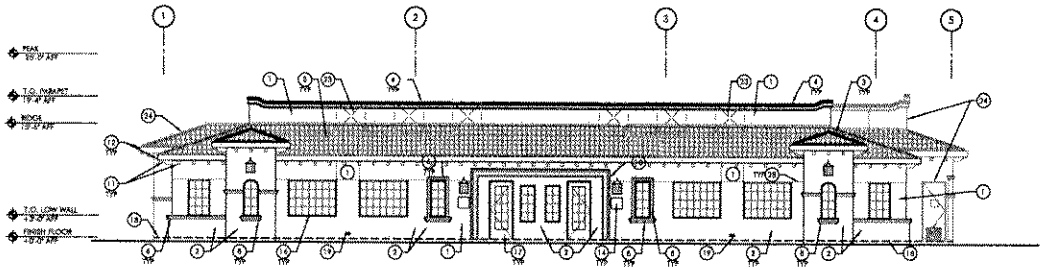
1 SIDE ELEVATION - UNIT PLAN C
1/8" = 1'-0"



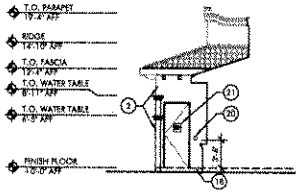
2 FRONT ELEVATION - UNIT PLAN C
1/8" = 1'-0"



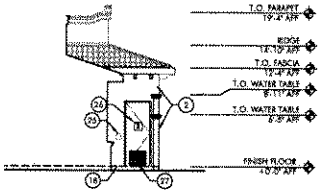
3 SIDE ELEVATION - UNIT PLAN C
1/8" = 1'-0"



4 BACKELEVATION - UNIT PLAN B
1/8" = 1'-0"



5 FIRE RISER ROOM ELEVATION - UNIT PLAN C
1/8" = 1'-0"



6 SES ROOM ELEVATION - UNIT PLAN C
1/8" = 1'-0"

ELEVATION KEYNOTES:

1. STUCCO EXTERIOR FINISH SYSTEM. WALL FIELD EF-2
2. STUCCO EXTERIOR FINISH SYSTEM. WALL ACCENT EF-4
3. CLAY ROOF TILE EF-10
4. INTEGRAL FOAM COPING. PAINT EF-7 TO MATCH CONCRETE DESIGN COLOR. SEE DETAIL 6/A5.31
5. DECORATIVE CONCRETE DESIGN STYLE #AW2 ONE SIDE 32". EF-9
6. CONCRETE DESIGN TRIM. STYLE #M-40 EF-9
7. CONCRETE DESIGN WATER TABLE. STYLE #M-40 EF-9
8. CONCRETE DESIGN WINDOW SILL. STYLE M30+25 EF-9
9. CONCRETE DESIGN COPING. STYLE #50 EF-9
10. CONCRETE DESIGN TRIM AT MAIN ENTRANCE. STYLE #M50 EF-9
11. DECORATIVE FOAM BRACKET. SEE DETAIL 17/A5.31 EF-5
12. FASCIA. SEE DETAIL 16/A5.31 EF-5
13. DECORATIVE LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS
14. DECORATIVE METAL SQUARE FOR FUTURE TENANT SIGNAGE. SEE DETAIL 11/A5.01 EF-5
15. DECORATIVE WROUGHT IRON. SEE DETAIL 7/A5.01 EF-5
16. WINDOW. SEE SHEET A6.01
17. DOOR. SEE SHEET A 6.01
18. WEEP SCREED. SEE DETAIL 2/A5.31
19. ROOF AND OVERFLOW DRAIN. SEE DETAIL 20/A5.31 AND MECHANICAL DRAWINGS
20. F.D.C LOCATION TYP. IN ALL BUILDINGS
21. FIRE RISER ROOM AND SIGNAGE. SEE DETAIL 11/A0.76
22. KNOX - VAULT - HEAVY DUTY RECESSED MOUNTED
23. FUTURE MECHANICAL UNIT BEYOND
24. ELEVATION BEYOND
25. KEY BOX - AVAILABLE FROM AFS
26. SES ROOM SIGNAGE. SEE DETAIL 12/A0.76
27. LOUVERS. SEE SHEET A6.01 FOR DOOR TYPES
28. CONTROL JOINT. SEE DETAIL 5/A5.31

GENERAL NOTES:

A. SEE SHEET A0.01 FOR EXTERIOR FINISH SCHEDULE
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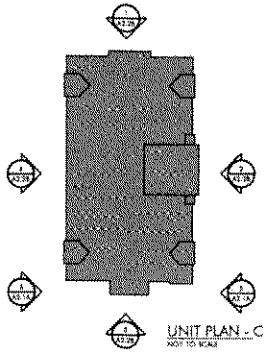

UNIT PLAN - C
NOT TO SCALE

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3400 NORTH DYSART ROAD
LITCHFIELD PARK, AZ 85340

DR-05-40 AND CU-05-10

REVISION: CITY COMMENTS
DATE: MAY 4, 2007

DATE:	JUNE 7, 2006
SCALE:	AS NOTED
ARCHITECT:	ERIK D. PETERSON, AIA
PROJ. NO.:	0103
DRAWN BY:	SKM
CHECKED BY:	AMF/JCK

UNIT PLAN C
EXTERIOR ELEVATIONS

A2.3C

City of Avondale

Exhibit G Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6806
Phone: (623) 478-3330
Fax: (623) 478-3824
TDD: (623) 478-3494
Website: www.avondale.org

May 19, 2006

Araceli M. Frausto
Peterson Architecture and Associates
9420 E. Doubletree Ranch Road Suite C-102
Scottsdale, Arizona 85258

RE: Coronado Professional Offices Site Plan, Case Number DR-05-40
Site Plan Approval

Ms. Frausto:

I am pleased to inform you that on May 15, 2005 the City Council approved the site plan for Coronado Professional Offices subject to the following stipulations:

1. The development shall conform to the site plan, conceptual landscape plan, project narrative, and the elevations all dated March 10, 2006, except as modified by these stipulations.
2. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the site plan shall expire within one year of approval if a building permit has not been issued.
3. Final landscape plans shall be approved prior to issuance of a building permit.
4. The developer shall be responsible for landscaping the storm water drainage channel along the south and east perimeters of the property. The landscaping shall continue the theme established for the drainage channel in the Dysart Ranch subdivision, as determined at the time of final landscape plan approval.
5. All trees planted in the landscape buffer along the western property line shall be a minimum size of 24" box.
6. All wall signs shall be constructed of individually mounted reverse pan channel letters of a color consistent with the buildings. Exposed raceways shall not be allowed. Any lighting shall be internal and fully shielded.
7. The monument signs for this development shall incorporate architectural features and colors common to the buildings. Monument signs shall include individually mounted reverse pan channel letters with internal lighting. Metal cabinets with white Plexiglas shall not be allowed. All signs shall require separate sign permit review and approval.
8. Only one monument sign per street frontage shall be permitted.
9. Prior to the issuance of any building permits, the developer shall acquire the eastern 30' of the existing 131st Drive right-of-way. If the abandonment is not approved, the site plan shall be revised and submitted to the City for administrative review and approval.
10. The developer shall be responsible for all improvements to the drainage channel related to erosion control as determined by the City Engineer at the time of construction plan approval.

11. Stamp pattern paving shall be provided across both driveways outside of the right-of-way as determined at the time of construction plan approval.

Now that your site plan has been approved, the next step in the development review process is to submit final development plans if you have not already done so.

Building plans may be submitted to the Building Division. Brett Harris, (623) 478-3348, will be able to answer any questions you may have regarding building plan reviews.

Please contact Linda Herring, Engineering Plan Review Tech Aide, at (623) 478-3277 to discuss the civil plan review requirements.

Please contact Roger Parker, Fire Marshal, at (623) 478-3163 to discuss the final fire plan review requirements.

I can be reached at (623) 478-3335 if you have any questions regarding Final Landscape Plans. The Final Landscape Plans must be reviewed separately from building plans and must be approved prior to the issuance of a building permit.

It has been a pleasure working with you on this project. If you should have any questions or comments, please call me at (623) 478-3335.

Sincerely,

Scott Wilken, AICP
Planner II

Enclosures

CC: Mike Smith, Engineering Department
Mary Dickson, Building Division
Brett Harris, Building Division

CITY COUNCIL REPORT

SUBJECT:
Sale of City Real Property, Located at the south intersection of Riley Drive and Eliseo Felix Jr. Way

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Claudia Whitehead, Economic Development Director (623)333-1411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize (i) the sale of approximately 415,998 square feet (+/- 9.55 acres) of City-owned real property located at the SWC of Riley Drive and 10th Street (the "Riley Property"), for the amount of $1,663,992.00 and (ii) the City Manager to enter into a purchase agreement (attachment A) with SLT Express Way, Inc. and EMM3 Development, LLC (collectively "SLT") and to execute all necessary documents related to the sale. SLT is planning to expand and relocate its trucking business from its current location at the NEC of Avondale Boulevard and Van Buren Street to the Riley Property.

BACKGROUND:

On January 2, 2007, City Council adopted Ordinance 1236-107 authorizing the sale of the Riley Property and authorizing staff to negotiate the purchase agreement with EMM3 Development. The City has been working to find a location in Avondale for SLT to relocate and expand its growing business. Through discussions, the City and SLT have found that the Riley Property is a suitable new location for SLT to relocate its current business. The Riley Property is a vacant parcel, currently zoned A-1, located within an industrial area of the City near other industrially oriented uses.

SLT will be making an estimated $4.5 Million capital investment to improve the Riley Property. It currently employs approximately 293 people and plans to double that number by 2012 with the new facility. It also plans to expand its business to include equipment sales. SLT will work closely with the City to determine the final site layout, dimensions, rights-of-way and conformance with City zoning and building code and permit requirements.

Staff has negotiated an agreement to sell the property for approximately $1,663,992.00 ($4 psf) based upon the results of the City's commissioned appraisal of the property. In addition to the cash payment to the City, the transaction includes additional obligations by both parties. The City will (i) construct a waterline on the property, (ii) construct the street along the western edge of the property, (iii) subdivide the property into two or three lots as requested by SLT, (iv) waive building permit fees (but specifically not development fees) and (v) offer a rebate of a portion of the development fees if SLT opens and continuously operates the retail component of the business. SLT is responsible for (i) securing all applications and permits necessary to improve this property, (ii) constructing all on-site infrastructure and (iii) consenting to rezoning of its property at the NEC of Van Buren Street and Avondale Boulevard.

All appropriate departments have reviewed and approved the disposal of this land. The $1,663,992.00 sales price will recoup all costs incurred during the transaction including: associated half-street improvements, building permit waivers, staff time, document preparation, administrative costs associated with the sale of the property and the possible development fee rebate of $22,000 will be paid through the City's economic opportunity fund.

BUDGETARY IMPACT:

All appropriate departments have reviewed and approved the disposal of this land. The $1,663,992.00 sales price will recoup all costs incurred during the transaction including: associated half-street improvements, building permit waivers, staff time, document preparation, administrative costs associated with the sale of the property and the possible development fee rebate of $22,000 will be paid through the City's economic opportunity fund.

RECOMENDATION:

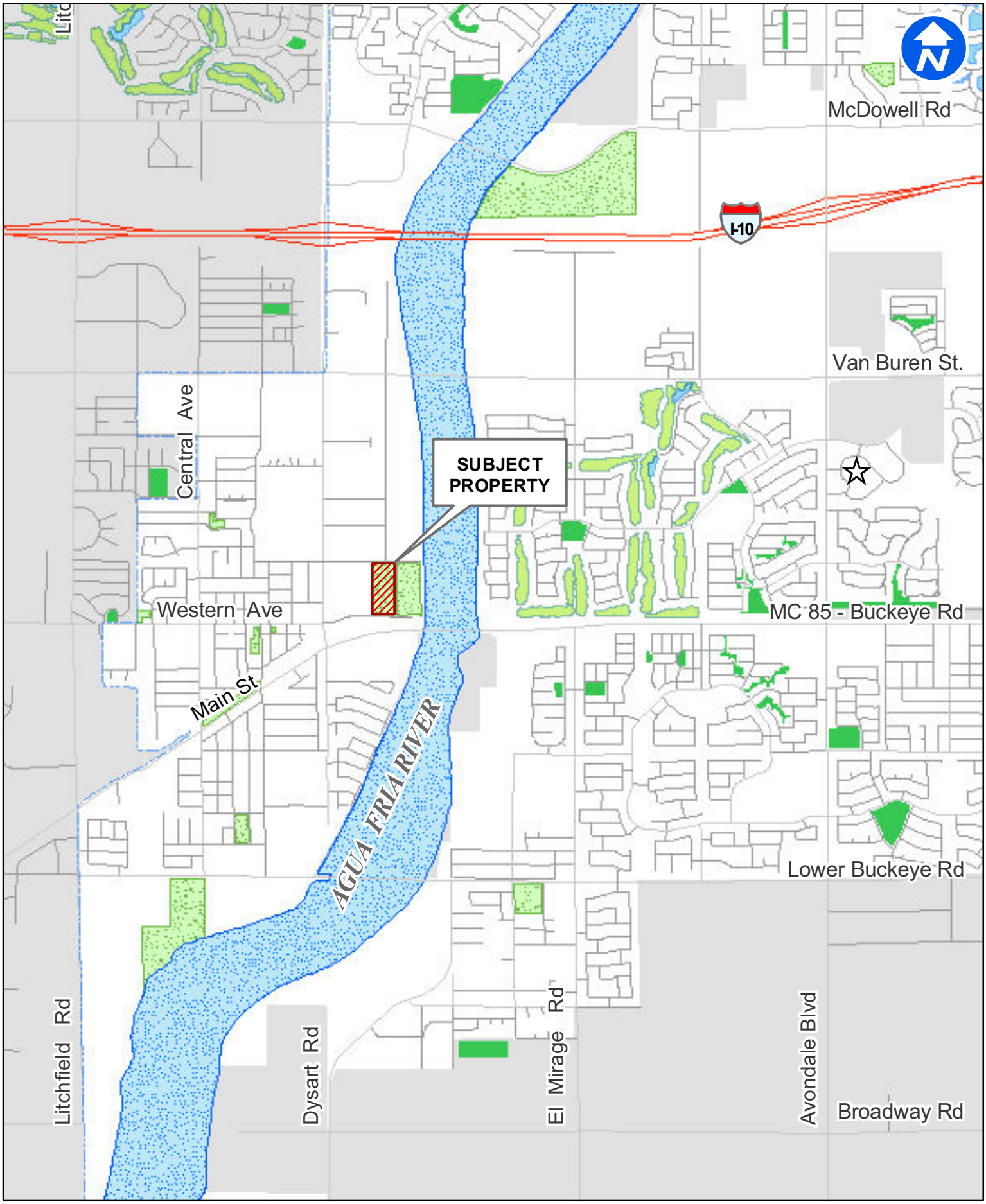
Staff requests the the City Council authorize (i) the sale of the Riley Property for the amount of $1,663,992.00 and (ii) the City Manager to enter into a purchase agreement with SLT Express Way, Inc. and EMM3 Development, LLC and to execute all necessary documents related to the sale.

ATTACHMENTS:

Click to download

- Attachment B
- Attachment C
- Riley Property Purchase and Sale Agt.

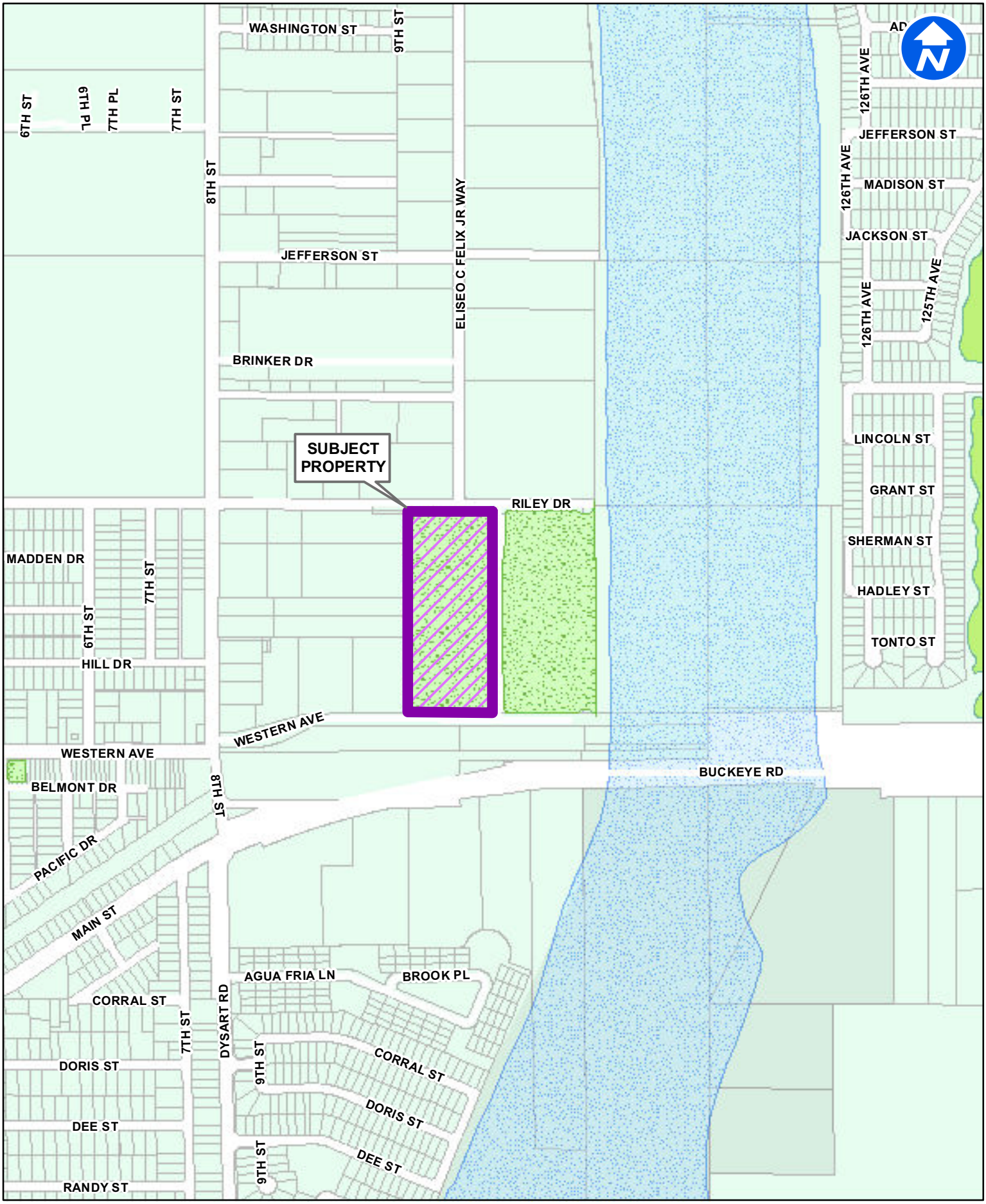
LOCATION MAP



December 2006 - GIS / MAPPING SECTION

ATTACHMENT "B"
500-21-014-F

SUBJECT MAP



December 2006 - GIS / MAPPING SECTION

ATTACHMENT "C"
500-21-014-F

PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMM3 DEVELOPMENT, LLC

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of ____ _____, 2007, between the City of Avondale, an Arizona municipal corporation ("Seller") and EMM3 Development, LLC, an Arizona limited liability company ("Buyer").

IN CONSIDERATION of the covenants, terms, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions contained herein, the approximately 9.55 acres of real property, Maricopa County Assessor's Parcel No. 500-21-014-F, generally located at the southwest corner of Riley Drive and 10th Street, Avondale, Maricopa County, Arizona, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all crops, trees, bushes, flora, strips, gores, improvements, air rights, privileges and appurtenances thereto, but specifically excluding any water rights associated therewith (the "Real Property").

2. Purchase Price. The total price to be paid for the Property (the "Purchase Price") is $1,663,992.00 (subject to adjustment as provided in Section 4 below), payable as follows:

a. $50,000.00, as earnest money (the "Earnest Money"), in cash, check or certified funds to be deposited with Escrow Agent within three business days following the Date of this Agreement (as defined in Section 3).

b. $1,613,992.00 (as adjusted at the Closing to reflect the difference between the Adjusted Purchase Price or Purchase Price, as applicable, and the amounts paid pursuant to Section 2(a) above) in cash or certified funds to be deposited with Escrow Agent on the Closing Date.

Buyer and Seller hereby instruct Escrow Agent to deposit the Earnest Money in an interest-bearing account with a federally-insured financial institution, subject to immediate withdrawal, at the highest interest rate then obtainable. Seller and Buyer shall provide their tax identification numbers to Escrow Agent in conjunction with the opening of such account. All interest earned thereon during Escrow shall be paid to the party entitled to receive the Earnest Money, and if Escrow closes, shall be applied to the Purchase Price. Except in those instances expressly provided in this Agreement for the return of the Earnest Money to Buyer, Escrow Agent shall, and is hereby irrevocably instructed to, pay the Earnest Money to Seller if this Agreement is terminated. As between Seller and Buyer, Buyer shall bear the risk of loss of the Earnest Money.

3. Open and Close of Escrow.

a. Escrow Agent and Instructions. Promptly after execution of this Agreement by the parties, an escrow (the "Escrow") shall be opened with Stewart Title & Trust of Phoenix, Inc., Attn: Sue Leonard ("Escrow Agent") to facilitate the consummation of the sale of the Real Property pursuant to this Agreement. This Agreement constitutes escrow instructions to Escrow Agent. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent's acceptance of the instructions to, and other obligations of, Escrow Agent as set forth in this Agreement.

b. Date of this Agreement. Escrow Agent shall notify the parties in writing as to the date on which it received fully executed copies or counterparts of this Agreement, which date is called the "Date of this Agreement."

c. Closing. The exchange of the Real Property for the consideration set forth in this Agreement and consummation of the transactions contemplated by this Agreement (the "Closing") shall occur latest to occur of the following:

i. 10:00 a.m. (Phoenix, Arizona time) on November 2, 2007.

ii. 90 days following the approval of rezoning and a site plan proposed by Southern Devco, LLC, a Washington limited liability company ("Southern Devco") for the commercial development of 4.98 acres of real property located at 325 North Avondale Boulevard (currently leased by Buyer).

iii. Such other date, time and location as the parties may agree, which date shall be referred to as the "Closing Date."

Closing shall take place at the office of Escrow Agent. The Closing Date shall be deemed to be the date on which the parties shall have performed all actions necessary for the closing of the transaction, without regard to the date on which Escrow Agent actually records the deed or other closing documents. Seller and Buyer hereby authorize Escrow Agent to execute an affidavit of real property value as required by Arizona law.

d. IRC Reports. Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information reports, returns and statements (collectively the "Reports") regarding the transactions as may be required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Reports which Escrow Agent is hereby required to file.

e. Prorations and Escrow Fees. Escrow fees shall be paid equally by the parties. To the extent applicable, real property and ad valorem taxes, special assessments and other state or local taxes and charges affecting the Real Property shall be prorated on the basis of the current year's

rate and valuation, provided, that if the rate of, or valuation for, any such taxes, charges or assessments has not been fixed before the Closing Date, then the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation, and the same shall be re-prorated outside of Escrow when the actual figures therefor are available. If such an adjustment is required, the party required to reimburse the other shall make payment within ten days after request for reimbursement. Escrow Agent shall have no obligation with respect to such post-closing adjustment. Except as otherwise provided in this Agreement, all other closing costs shall be paid in accordance with local custom in Maricopa County, Arizona.

4. Survey. Seller, at its expense, shall promptly after opening of Escrow, obtain and deliver to Escrow Agent and Buyer (i) a current survey (the "Survey") of the Real Property acceptable to Escrow Agent for use in connection with the title insurance policy hereinafter described prepared by a surveyor duly licensed in Arizona and (ii) a certificate by the surveyor stating the number of "Net Acres" contained in the Real Property, which shall mean the number of acres within the boundaries of the Real Property, including utility easements but excluding any current right-of-way dedications or roadway easements lying along or within the boundaries of the Real Property. If the total number of Net Acres contained in the Real Property is greater or less than 9.55 acres, then the Purchase Price shall be increased or decreased accordingly to the amount (the "Adjusted Purchase Price") determined by multiplying the Net Acres, as certified, by $174,240.00. The legal description of the Real Property as disclosed by the Survey shall be attached as Exhibit A hereto and shall be substituted in place of the legal description of the Property made a part of other documentation pertaining to this transaction.

5. Condition of Title.

a. Title Commitment. Promptly after opening of Escrow, Escrow Agent shall deliver to Buyer and to Seller a preliminary title report or title commitment (including matters revealed by an inspection of the Real Property) dated no earlier than the Date of this Agreement leading to the issuance of a standard coverage owner's policy of title insurance in the amount of the Purchase Price or the Adjusted Purchase Price, as applicable, insuring Buyer's interest in the Real Property, together with readable copies of all instruments of record referred to therein (the "Title Commitment").

b. Buyer Review. Buyer shall have until ten days after receipt of Title Commitment (the "Title Review Period") within which to object in writing to Seller and Escrow Agent to the legal description or any matters affecting title shown on the Title Commitment, it being agreed that the Purchase Price or the Adjusted Purchase Price, as applicable, is based upon free and clear title and only such other exceptions thereto as may be approved by Buyer, in its sole and absolute discretion. Buyer's failure to timely object to any of the matters affecting title shown on the Title Commitment or shown on the Survey within the Title Review Period will constitute Buyer's approval of title subject to those matters.

c. Objection to Title. If Buyer objects to any matters affecting title shown on the Title Commitment, Seller shall have until the Closing Date to use reasonable business efforts to cure any matters objected to by Buyer. If Seller does not, or is unable to, cure those matters objected to by Buyer by the Closing Date, notwithstanding Seller's efforts, Buyer may, in its sole discretion,

elect (i) to waive the matters objected to and close Escrow subject thereto or (ii) to cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Escrow and this Agreement shall automatically terminate, the Earnest Money shall be returned to Buyer and neither party shall thereafter have any further obligations or liability to the other under this Agreement except as expressly set forth in this Agreement.

d. Amended Title Commitment. Buyer shall have until five business days after receipt of an amended Title Commitment disclosing new matters affecting title to the Real Property (and the Closing Date shall automatically be extended for such five-day period, if appropriate) within which to object in writing to Seller and Escrow Agent to any new matters affecting title set forth therein and not appearing in the first or any prior amended Title Commitment(s) previously issued pursuant hereto; whereupon Buyer shall have the same rights hereunder as described with respect to the objections to the first Title Commitment or Survey described in subsection 5(c) above. If Seller does not, or is unable to, cure those new matters objected to by Buyer by the Closing Date, then Buyer may, in its sole and absolute discretion, elect any one of the remedies set forth in subsection 5(c) above.

e. Legible Copies. If Escrow Agent, in providing the Title Commitment to Buyer, fails to include a readable copy of any instrument of record referred to in the Title Commitment (the term "readable" to mean sufficiently legible, in Escrow Agent's reasonable judgment, so as to impart reasonable notice of the contents of such instrument), then the Title Review Period shall be extended, upon written notice by Buyer to Escrow Agent and Seller given within five days after receipt of the Title Commitment or amended Title Commitment that Buyer has not received readable copies of specified documents, for the number of days which elapse after such notice before Escrow Agent delivers a readable copy of any instrument with respect to which a readable copy was not previously furnished, but such extension of the Title Review Period shall apply only with respect to such specific instrument and the title exception(s) to which it relates.

f. Feasibility Condition. Buyer shall have until Closing Date to satisfy itself, in Buyer's sole and absolute discretion, as to the feasibility (economic and otherwise) of acquiring, using and/or developing the Property. If, at any time on or before the Closing Date, Buyer gives written notice to Seller and Escrow Agent that this condition is unsatisfied and Buyer elects to terminate this Agreement, the Earnest Money then paid shall be returned to Buyer, this Agreement and the Escrow shall automatically terminate and neither party shall have any further liability or obligation under this Agreement except as herein expressly provided for otherwise. If Buyer fails to timely give such notice, then this condition shall be deemed satisfied. Buyer agrees that in the event Buyer terminates this Agreement pursuant to the terms of this Section, Buyer shall promptly return all information and materials delivered previously to Buyer from Seller, together with copies of all written reports acquired by Buyer regarding the Real Property as a result of Buyer's investigation or testing.

6. Title Insurance. At or promptly following the Closing, Seller shall cause Escrow Agent, or its affiliated title insurer, to issue to Buyer a standard coverage owner's policy of title insurance insuring title to the Real Property in Buyer in the amount of the Purchase Price, the policy to be subject only to the usual printed exceptions, conditions and stipulations in the form of policy and matters affecting title shown on the Title Commitment. Buyer shall pay for (i) any endorsements

requested by Buyer and (ii) if Buyer elects to obtain extended coverage, the portion of the premium for an extended coverage owner's policy which is in excess of what the premium would have been for a standard owner's policy. Seller and Buyer agree to comply with all reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the other party within ten days after delivery of the Title Commitment, either Buyer or Seller reasonably determines should more properly be shown in the exceptions to title portion of the Title Commitment). Seller's obligation to provide the title policy called for in this Section shall be satisfied if, at the Closing, Escrow Agent has issued a binding commitment to issue the policy in the form required by this Section and if such policy is delivered within a reasonable time following the Closing.

7. Conveyancing and Closing Documents. On the Closing Date, Seller shall deliver to Buyer all of the following:

a. A special warranty deed, in the form attached hereto as Exhibit B and incorporated herein by reference, conveying to Buyer title to the Real Property, together with an executed Affidavit of Real Property Value.

b. A sworn affidavit stating under penalty of perjury that Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Code. In the event Seller does not furnish the sworn affidavit, Buyer may withhold (or direct Escrow Agent to withhold) from the funds due to Seller at the Closing, an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

8. Inspection of Documents. Seller shall provide to Buyer, within ten days after the Date of this Agreement, copies of any and all information (the "Inspection Documents") in Seller's actual possession as follows:

a. Copies of any engineering or platting studies, architectural drawings, plans and specifications, environmental assessments and reports, or test and inspection reports, if any.

b. Copies of the real and personal property tax bills for the Real Property, if any, to the extent such are available to Seller, for prior tax years and any notices of valuation received for the current tax year, if any.

c. Copies of all licenses, permits, certificates of occupancy and other documents issued by any governmental or non-governmental entity necessary for the use of the Real Property for its present uses or otherwise affecting the ownership, use or occupancy of the Real Property, if any.

Buyer acknowledges that the Inspection Documents are being delivered or made available by Seller for Buyer's review in connection with this Agreement, and Buyer agrees not to discuss, disseminate or otherwise disclose such information prior to the Closing Date to any party not related to the consummation of the transactions as set forth in this Agreement, and then only for purposes and to the extent necessary to consummate this transaction. Buyer acknowledges that the Inspection

Documents have been prepared by third parties and that Seller makes no warranty or representation as to their accuracy, truthfulness or completeness of any of the Inspection Documents. If this Agreement is terminated for any reason except the default of Seller, Buyer shall promptly return the Inspection Documents to Seller.

9. No Alterations to Real Property. Seller shall make no material modifications or alterations to the Real Property between the Date of this Agreement and the Closing Date, without the prior written consent of Buyer, which shall not be unreasonably delayed or withheld. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Real Property which have not been fully paid, and Seller shall cause to be discharged or bonded in accordance with law any mechanics' or materialmen's liens arising from any labor or material furnished prior to the Closing Date.

10. Representations of Seller. Seller represents and warrants to, and covenants with, Buyer that:

a. The person executing this Agreement on behalf of Seller is duly authorized to do so and thereby bind Seller hereto.

b. Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Seller to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Seller have been duly and validly authorized, and upon execution and delivery by Seller will constitute the valid and binding obligations of Seller in accordance with their terms.

Seller represents and warrants to, and covenants with, Buyer that the foregoing representations and warranties will be true and correct as of the Closing Date.

11. Conditions to Buyer's Obligation to Close. Buyer's obligation to purchase the Real Property from Seller is conditioned upon and subject to the satisfaction (unless waived in writing by Buyer in Buyer's sole and absolute discretion) of each of the following conditions on or before the Closing Date:

a. The representations and warranties of Seller in this Agreement shall be materially true and correct in all respects on and as of the Date of this Agreement and on and as of the Closing Date as if made on and as of the Closing Date except as to the untruth of any representation, warranty or covenant which may have been waived in accordance with this Agreement.

b. Seller shall have performed and complied with all agreements and conditions in this Agreement to be performed or complied with by Seller prior to or at the Closing Date.

12. Representations of Buyer. Buyer represents and warrants to, and covenants with, Seller that:

a. The person executing this Agreement on behalf of Buyer is duly authorized to do so and thereby bind Buyer hereto. Within ten days of the Date of this Agreement, Buyer shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all closing documents.

b. Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Buyer to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Buyer have been duly and validly authorized, and upon execution and delivery by Buyer will constitute the valid and binding obligations of Buyer in accordance with their terms.

c. Buyer will review and inspect, or will have the opportunity to review and inspect, all permits, licenses, titles, records, correspondence, reports, notifications, pending permit applications, engineering studies, environmental impact studies, environmental assessments, audits, and other documents relating to the operation of the Real Property provided by Seller or otherwise available to Buyer. Buyer will contact, or will have the opportunity to contact, all governmental agencies having any jurisdiction over the Real Property. Buyer will conduct, or will have the opportunity to conduct, a full, complete, and thorough investigation of the Real Property, including but not limited to environmental and land use matters. Based on these reviews, inspections, contacts and investigation, Buyer agrees to accept the Real Property in its current condition and "AS IS, WHERE IS AND WITH ALL FAULTS" and expressly waives and releases Seller and its employees, officers, directors, agents and heirs from any cost, expense or liability of any nature whatsoever, whether now existing or later acquired relating in any way to the Real Property.

If any of the conditions described in this Section are not satisfied, Buyer, in its sole discretion, may (i) treat the failure as a breach of this Agreement by Seller and pursue any remedy provided for in Section 14 of this Agreement or (ii) waive Seller's compliance with the condition and close Escrow subject thereto.

13. Conditions to Seller's Obligation to Close. Seller's obligation to sell the Real Property to Buyer pursuant hereto is conditioned upon and subject to the satisfaction (unless waived in writing by Seller) of each of the following conditions on or before the Closing Date:

a. Buyer's representations and warranties in this Agreement shall be materially true and correct on and as of the opening of Escrow and on and as of the Closing Date as if made on and as of the date of the Closing Date.

b. Buyer and Southern Devco shall have performed fully and complied with all agreements and conditions herein required to be performed or complied with by it prior to or at the Closing Date.

If any of the conditions described in this Section are not satisfied, Seller, in its sole discretion, may (i) treat the failure as a breach of this Agreement by Buyer and pursue any remedy provided for in

Section 13 of this Agreement or (ii) waive Buyer's compliance with the condition and close Escrow subject thereto.

14. Seller's Remedies. Except as otherwise expressly set forth in this Agreement, if Buyer defaults under this Agreement, Seller's sole and exclusive right and remedy shall be to terminate this Agreement and retain the Earnest Money then paid to Seller as liquidated damages for Buyer's default, and not as a penalty. Seller waives all other remedies. Upon retention of the Earnest Money then paid to Seller as liquidated damages, neither party shall thereafter have any further obligations or liability to the other except as expressly set forth in this Agreement. Buyer and Seller have agreed upon such liquidated damages because Seller's actual damages would be difficult or impossible to measure and such liquidated damages are a reasonable estimate of Seller's actual damages.

15. Buyer's Remedies. Except as otherwise expressly set forth in this Agreement, if Seller defaults under this Agreement, then Buyer may elect to: (a) terminate this Agreement by written notice to Seller and Escrow Agent whereupon this Agreement and the Escrow shall automatically terminate, the Earnest Money shall be returned to Buyer and neither party shall thereafter have any further obligation or liability to the other except as expressly set forth in this Agreement or (b) waive such default and close Escrow. Buyer waives all other remedies.

16. Seller's Obligations Relating to Real Property Improvements.

a. Waterline Relocation. Within three months of the Closing Date, Seller shall, at its sole cost and expense, cause the relocation to the public right-of-way of the Seller's potable water distribution line located on the Real Property as depicted on Exhibit C, attached hereto.

b. Rights-of-way. Within six months of the Closing Date, Seller shall, at its sole cost and expense, design and construct the street, sidewalk and other typical right-of-way improvements for a local street along the western edge of the Real Property.

c. On-Site Infrastructure. Buyer expressly agrees and understands that the Real Property may require infrastructure improvements beyond standard connections in order for the Real Property to be connected the Seller's public water and sewer systems. Buyer understands and agrees that the Real Property is being purchased AS-IS, and that Buyer shall be solely responsible for any costs related to such additional infrastructure improvements.

d. Subdivision. Prior to closing, or at such later date, if any, as designated by Buyer in writing (provided such later date is not later than the date that a site plan is approved by Seller for construction of any building or structure on the Real Property), Seller shall subdivide the Real Property into at least two and not more than three parcels of land as requested by Buyer, if such subdivision is in compliance with the Seller's subdivision regulations and if Seller deems such subdivision to be in the best interests of the Seller, acting in its reasonable discretion.

e. Building Permit Fee Waivers. Seller shall waive the building permit fees associated with the construction of Buyer's buildings or structures on the Real Property and charged according to the Avondale City Code (the "Fee Waivers"). Buyer agrees and acknowledges that the

Fee Waivers do not apply to (i) any development impact fees assed by the Seller pursuant to ARIZ. REV. STAT. § 9-463.05, as may be amended from time to time and (ii) plan check fees charged by the Seller for construction on the Real Property.

f. Possible Development Fee Reimbursement. Seller shall reimburse to Buyer $22,000 as a partial refund of the development impact fees paid by buyer in connection with development of buildings or structures on the Real Property if both of the following occur: (i) Buyer obtains a site-specific commercial equipment dealer's license to conduct retail sales on the Real Property (the "Dealer's License") in conjunction with Buyer's primary trucking business and (ii) Seller conducts retail sales on the Real Property under the Dealer's License for a period of at least one continuous year.

g. Above Ground Fuel Tank. Buyer shall be permitted to construct, as part of its improvements to the Real Property, an above ground fuel storage tank; provided, however that any such tank shall be constructed, screened and maintained in accordance with all applicable federal, state, county and local statutes, codes, ordinances, rules and regulations.

h. Signage. In the event that Buyer secures the Dealer's License, Seller shall work in good faith to approve a comprehensive sign package for the Real Property to allow Buyer to utilize the Real Property's Western Avenue frontage to the maximum extent permissible under Sellers codes, ordinances and regulations.

17. Buyer's Obligations Relating to Other Property. Buyer and Southern Devco hereby consent to Seller rezoning Southern Devco's real property (currently leased by Buyer), comprising approximately 4.98 acres, located at the northeast corner of Avondale Boulevard and Van Buren Street (the "Separate Property") from its current industrial zoning category. The Separate Property shall be rezoned generally in accordance with the overall plans of the Seller with respect to the development of the Avondale Gateway Corridor and to the mutual satisfaction of Seller and Southern Devco. Rezoning of the Separate Property shall be completed concurrently with the approval of a site plan (submitted by Southern Devco to Seller), including proposed uses acceptable to Southern Devco, for the development of the Separate Property (the "Approvals"). Buyer, Seller and Southern Devco commit to negotiate in good faith towards the prompt approval of a commercially reasonable site plan that is consistent with the reasonable objectives of the Seller with respect to the area in which the Separate Property is located. Nothing in this Section shall diminish or alter Seller's legislative discretion with respect to rezoning the Separate Property. Regardless of rezoning, Buyer shall be allowed to continue to operate its current business on the Separate Property until such time as the Seller has issued a certificate of occupancy for the Buyer's new building on the Real Property. Buyer and Southern Devco agree and understand that the Seller is entering into this Agreement in good faith and with the understanding that, if it acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Separate Property from the Buyer or other parties having an interest in the Separate Property, including, but not limited to, Southern Devco. By signing this Agreement, Buyer and Southern Devco waive any and all claims, suits, damages, compensation and causes of action the Buyer or Southern Devco may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 - 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) relating to the Approvals for the Separate Property.

18. Default; Cure. If either party fails to perform as required by this Agreement, such failure shall not be deemed a default until five days after the receipt of written notice thereof by the nonperforming party; if such non-performance is cured within such five-day period, no default shall be deemed to have occurred.

19. Possession, Utilities and Prorations. Possession of the Real Property shall be delivered to Buyer on the Closing Date. The parties agree and understand that there are no metered utilities currently on the Property.

20. Eminent Domain. If prior to the Closing Date any of the Real Property is taken by the power of condemnation or eminent domain, or if notice is given by any governmental authority of, or an action is commenced with respect to, the taking of any part of the Real Property by the power of condemnation or eminent domain (herein called "condemnation"), Seller shall give immediate written notice thereof to Buyer. Buyer may, in its sole discretion and within 20 days after receipt of such notice from Seller or prior to the Closing Date, whichever period is shorter, elect to terminate this Agreement by written notice of such election to Seller and Escrow Agent. If Buyer elects to cancel this Agreement, the Earnest Money shall be returned to Buyer and neither party shall thereafter have any further obligation or liability to the other except as expressly set forth in this Agreement. If Buyer does not elect to cancel this Agreement, all condemnation awards relating to the Real Property and rights thereto are hereby assigned to Buyer and shall be paid to Buyer.

21. Risk of Loss. Prior to the Closing Date, the risk of loss resulting from any cause, including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement shall be that of Seller.

22. Commissions. Each party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other party in connection with this transaction as a result of the act of the party so warranting. Further, each party agrees to indemnify and hold harmless the other party for, from and against any claims by third parties made as a result of the act of the party so representing, for real estate or brokerage commissions in connection with the transactions provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. In any event, no commission shall be earned until the transactions contemplated by this Agreement are actually consummated.

23. General Provisions.

a. Further Instruments. Each party, promptly upon the request of the other, shall execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

b. Assignment. Either party may assign or transfer its rights, duties and obligations under this Agreement only with the prior written consent of the other party, which consent may be withheld for any reason or for no reason. Any such transfer or assignment shall be subject to the terms of this Agreement. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under this Agreement.

c. Successors and Assigns. Except as otherwise provided herein, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

d. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

e. Modification of Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

f. Waiver. The waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

g. Survival. All agreements, representations and warranties made in this Agreement shall survive the termination of this Agreement for a period of six months, unless a shorter or longer period is expressly set forth in this Agreement.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

i. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

j. Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

k. Third Party Beneficiary. None of the terms or provisions of this Agreement shall be deemed or construed to create any third party beneficiary rights to any person who is not a party hereto unless expressly otherwise provided.

l. Notice. 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, 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 Seller:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: City Manager Facsimile: 623-333-0100
With a copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Attn: Andrew J. McGuire, Esq. Facsimile: 602-340-1538
If to Buyer:	EMM3 Development, LLC 14301 North 87th Street, Suite 206 Scottsdale, Arizona 85260 Attn: Loren Nelson Facsimile:_____
With a copy to:	Burch & Cracchiolo, P.A. 702 East Osborn, Suite 200 Phoenix, Arizona 85014 Attn: Ed Bull, Esq. Facsimile:_____
If to Escrow Agent:	Stewart Title & Trust of Phoenix, Inc. 909 West McDowell Road Phoenix, Arizona 85007 Attn: Sue Leonard Facsimile: 602-256-9318

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, if received before 5:00 pm (Phoenix, Arizona time) on a normal business day, or the following business day if received after 5:00 pm. 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.

m. Governing Law and Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or judicial proceeding instituted by any party relating to this Agreement shall be instituted in the state or federal courts of the State of Arizona.

n. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover its costs and expenses, including without limitation, reasonable attorneys' fees, expert witness fees and investigators' fees, which shall be determined by the court if the matter is litigated or otherwise in a separate action brought for that purpose.

o. Memorandum of Agreement. Upon request by either party, both parties shall promptly execute, acknowledge and deliver a memorandum of this Agreement, in a form mutually acceptable to each party and sufficient for recording in the land title records of the appropriate jurisdiction. Upon termination of this Agreement, either party, upon request of the other party, shall execute, acknowledge and deliver to the requesting party a notice of termination to be similarly recorded reflecting that this Agreement has been terminated and that the party executing the notice of termination has no further rights under this Agreement.

p. Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

q. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance be determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

r. Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

s. Exhibits. All schedules and annexes attached hereto are incorporated herein by reference as though fully set forth herein. The exhibits are as follows:

Exhibit A	Legal description
Exhibit B	Special Warranty Deed
Exhibit C	Water Line Location

t. Acceptance. If Seller has not accepted the offer of Buyer as set forth in this Agreement on or before 10:00 a.m. (Phoenix, Arizona time), on June 1, 2007, then this offer shall be deemed revoked. Seller's acceptance shall occur when a fully executed copy of this Agreement is received by Escrow Agent.

u. Brokers. Seller hereby acknowledges that Buyer has disclosed to Seller that Steve Sayer is a licensed real estate broker or salesperson under the laws of the State of Arizona. Buyer shall submit to the Seller prior to the Closing Date an AAR Agency Disclosure and Election form.

v. 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.

w. Non-Imputation. Buyer hereby acknowledges that the obligations of Seller hereunder are those solely of the Seller and not of its elected officials, officers, directors, agents or employees (collectively, the "Seller Affiliates"). Buyer shall have no right to seek damages from, or allege a cause of action against, the Seller Affiliates. Buyer hereby agrees that its sole recourse for any actions, claims, liabilities, damages and demands of every nature whatsoever, whether known or unknown, arising out of any matter in connection with or under this Agreement or the transactions contemplated hereby, to the extent specifically provided for by this Agreement, shall be to Seller's interest in the Real Property and Buyer specifically agrees that neither Seller nor the Seller Affiliates shall ever be personally liable for any judgment or for the payment of any monetary obligation to Buyer.

x. Cancellation for Conflict of Interest. The City may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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

"**SELLER**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**BUYER**"

EMM3 DEVELOPMENT, LLC, an Arizona limited liability company

_____
Loren Nelson, Managing Member

AGREED TO AND ACCEPTED

SOUTHERN DEVCO, LLC, a Washington limited liability company

By:_____

Name:_____

Title:_____

ACCEPTED AND APPROVED:

STEWART TITLE & TRUST OF PHOENIX, INC

By: _____

Name: _____

Title: _____

Dated: _____

(ACKNOWLEDGMENTS)

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 Loren Nelson, the Managing Member of EMM3 DEVELOPMENT, LLC, an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on_____, 2007, by _____, the _____, of SOUTHERN DEVCO, LLC, a Washington limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMM3 DEVELOPMENT, LLC

[Legal Description]

See following pages.

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMM3 DEVELOPMENT, LLC

[Special Warranty Deed]

See following pages.

EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EMM3 DEVELOPMENT, LLC

[Water Line Location]

See following pages.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2652-507 authorizing Intergovernmental Agreement - Arizona Department of Environmental Quality for Phase I and Phase II Environmental site Assessement grant on parcel 102-57-006C

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement with the Arizona Department of Environmental Quality (ADEQ) for the purpose of providing funding to the City of Avondale through the Brownfields States Response Grant (SRG) to conduct Phase I and Phase II environmental site assessment on property generally located at the southeast corner of Roosevelt Street and Avondale Boulevard.

BACKGROUND:

The City of Avondale's Engineering and Economic Development Staff have determined that Roosevelt Street adjacent to the subject property located on parcel 102-57-006C will need to be widened to accommodate the traffic associated with the future developments. Historical evidence revealed that the property was a former runway landing strip that was believed to have Toxaphine, DDT, DDD, and DDE contaminants. The land is currently vacant and the owner of the property has allowed Avondale to assess the site for the purposes of determining the level of contamination.

DISCUSSION:

The City of Avondale was awarded funding in the amount of $50,000, under the Arizona Department of Environmental Quality Brownfields State Response Grant. These funds will be used to conduct a Phase I and Phase II Environmental Site Assessment (ESA) of the site along Avondale Boulevard south of Interstate 10.

The property being assessed is approximately 13.7 acres. The subject property was used as a farm and for a crop dusting landing strip. The owner of the property is willing to sell the land to the City of Avondale. However, the City has concerns about possible pesticide contamination on the property due to past usage as part of a crop dusting landing strip. Avondale intends to assess the property and develop a street through it that will allow for commercial traffic flow improvements to newly developed areas in the southern portion of the City.

The grant funding will allow the City of Avondale to conduct a Phase I and Phase II Environmental Assessment at no cost to the city. Avondale will be responsible for adhering to all of the grant provisions outlined in the Intergovernmental Agreements.

BUDGETARY IMPACT:

The grant funding shall not exceed $50,000. There is no match requirement for this funding.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into an

Intergovernmental Agreement with the Arizona Department of Environmental Quality (ADEQ) for the purpose of providing funding to the City of Avondale through the Brownfields States Response Grant (SRG) to conduct Phase I and Phase II environmental site assessment on property generally located at the southeast corner of Roosevelt Street and Avondale Boulevard.

ATTACHMENTS:

Click to download

- RES - 2652-507

RESOLUTION NO. 2652-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING AN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY BROWNFIELDS PROGRAM GRANT.

WHEREAS, the Arizona Department of Environmental Quality ("ADEQ") has awarded the City of Avondale (the "City") a 2007 State Response Grant Award (the "Grant") in the amount of $50,000 for environmental site assessment of approximately 13.7 acres of land for possible acquisition by the City; and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds.

NOW, THEREFORE, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Intergovernmental Agreement (the "Agreement") between the City and ADEQ is hereby approved in the form 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 take all steps necessary to (i) cause the execution of the Agreement and (ii) implement the Grant.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2652-507

[Agreement]

See following pages.

GOVERNMENT SERVICES CONTRACT

Between

STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY BROWNFIELDS PROGRAM

and

CITY OF AVONDALE

ADEQ CONTRACT NO.: EV07- 0196

CONTRACT TERM: Upon Execution through September 30, 2007

This Agreement, is between the **State of Arizona Department of Environmental Quality** [hereinafter referred to as "ADEQ" or "Department"], located at 1110 W. Washington Street, Phoenix, Arizona 85007, established pursuant to A.R.S. §49-101 through §49-157, and the **City of Avondale** [hereinafter referred to as the "City"], located at 11465 West Civic Center Drive, Suite 220 Avondale, Arizona 85323.

The purpose of this Agreement is to provide, through the ADEQ State Response Grant, funding to conduct Phase I and Phase II environmental site assessments (ESA) of the site located in the SW1/4 of Section 6, Parcel #102-57-006C of Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian in Avondale, Arizona; general direction is along Avondale Boulevard south of Interstate 10. A farm site, including a crop dusting landing strip, historically occupied the property.

This document, including Scope of Work, Agreement Terms, Attachments, and Amendments approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

CITY OF AVONDALE	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
Signature of Authorized Individual:	Signature of Authorized Individual:
TYPED NAME: Charlie McClendon	TYPED NAME: Amanda E. Stone
TITLE: City Manager	TITLE: Director, Waste Programs Division
DATE:	DATE:

SCOPE OF WORK

1. The Arizona Department of Environmental Quality (ADEQ) will provide funding to the City of Avondale through its Brownfields State Response Grant (SRG) to conduct Phase I and Phase II environmental site assessments (ESA) of the site of the site located in Township 1N Range 1E in the SW1/4 of Section 6 Parcel #102-57-006C, Avondale, Arizona; general direction is along Avondale boulevard south of Interstate 10. The purpose of the assessments is to satisfy the U.S. Environmental Protection Agency's (EPA) All Appropriate Inquiry (AAI) due diligence in compliance with the January 11, 2002 Brownfields Law for the acquisition of subject property the City wants to acquire.

   Phase I ESAs shall be conducted in accordance with the EPA AAI rule. A Sampling and Analysis Plan (SAP), if needed, shall be developed as part the Phase II ESA and submitted to ADEQ for approval prior to conducting any project sampling activities.

2. **The City of Avondale shall:**

2.1. Expend SRG grant funds for site assessment activities only. Administrative and overhead costs are not eligible expenses under this grant.

2.2. Develop and implement a community notification and outreach plan. The plan must be approved by ADEQ prior to implementation. The plan must include:

2.2.1 Activities the City has taken and will take to notify the community located at or near the sites of the assessment activities and final use of the sites.

2.2.2 A mechanism for community members to provide comments to the City about its plans to conduct environmental assessment activities as part of the right-of-way improvement project efforts to allow for commercial traffic flow improvements to newly developed communities in the southern portion of the City.

2.2.3 Erect signage on the property about the assessment project such as is shown in Exhibit B.

3. Retain a qualified environmental contractor to conduct environmental assessment activities of the site. The Contractor shall be properly licensed or certified to perform the work, and shall comply with all applicable laws and guidelines. The City shall be responsible for ensuring that the contractor performs work in accordance with contract requirements.

4. The Phase I ESA activities shall be conducted in accordance with the EPA AAI rule. The Phase II ESA activities shall be in conformance with acceptable industry standards.

4.1 Monthly project status reports shall be submitted to ADEQ for the duration of the project.

5. Document through photographs and/or video project progression from start to finish. These images may be used by ADEQ or the EPA.

6. Submit the project SAP for review and approval to the ADEQ Brownfields Program.

7. Submit documentation of all grant expenditures upon completion of the environmental assessment activities, to include but not limited to contractor invoices.

8. Submit to the ADEQ Brownfields Program draft and final copies of its project reports.

9. **ADEQ shall:**

9.1 Review and approve documents submitted for payment for performance of the project including, but not limited to the Phase I sampling analysis plan, community notification and outreach plan, and the Phase II site assessment report.

9.2. Enter the site into the ADEQ Brownfields database which is available for public review.

AGREEMENT DEFINITIONS

1. **Definitions**: The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

1.1. "ADEQ" or "Department" means the Arizona Department of Environmental Quality.

1.2. "Agreement" or "Contract" means this written document between ADEQ and the City.

1.3. "City" means the City of Avondale, an Arizona municipal corporation.

1.4. "Project" means the work, or any portion thereof described in this Agreement.

1.5. "Shall" means that which is mandatory.

1.6. "State" means the State of Arizona and the Department or Agency of the State that executes the Contract.

1.7. "Contract" means any Agreement, **expressed** or implied, between the City and another party or between a contractor and another party delegated or assigned, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract between the City and the contractor.

1.8. "Site" means the properties located in Township 1N Range 1E in the SW1/4 of Section 6 Parcel #102-57-006C, Avondale, Arizona; general direction is along Avondale boulevard south of Interstate 10.

CONTRACT REQUIREMENTS

1. **Contract Term / Effective Date**: This Agreement shall become effective upon signature of both parties and shall remain in effect until September 30, 2007 unless extended or terminated, pursuant to the terms hereof.

2. **Amount of Agreement**: The total amount of sponsorship from ADEQ to the City for expenses incurred under this Agreement shall not exceed **$50,000**, unless amended in accordance with the Amendment Section of this Agreement.

3. **Amendment**: This Agreement may be modified only through a written Contract Amendment signed by the Director of ADEQ, or the designee, and the person duly authorized to act on behalf of the City. Contract amendments shall be executed with the same formalities as this Agreement. Executed copies of any amendment shall be provided to both parties.

4. **Cancellation for Conflict of Interest**: Pursuant to A.R.S. §38-511, the sate of Arizona, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any party to this contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the contractor, and any successor to the contractor, receives written notice of the cancellation unless the notice specifies a later time.

5. **Termination**:

5.1. ADEQ or the City may terminate this Agreement at any time, with or without cause, after giving thirty (30) days written notice of termination to the City or ADEQ, as appropriate. The notice shall specify the effective date of termination. In the event this Agreement is terminated, with or without cause, the equipment, instruments, housing, supplies, and other materials prepared or purchased under this Agreement, except for copyrighted materials prepared in advance of this Agreement by the City at the City's expense as provided in Section 13 of this Agreement, shall become the property of ADEQ.

5.2. In the event the Agreement is terminated, with or without cause, the City shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ, within sixty (60) days after date of termination. The City shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by ADEQ or its duly authorized representative.

6. **Non-Discrimination**: The City shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or

political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national original or disability.

7. **Personnel**:

7.1. The City represents that it employs, or shall through contract, secure all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with ADEQ unless otherwise specified herein.

7.2. Unless otherwise specified, all the services required hereunder shall be performed by the City or under the City's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. It is further agreed that the City warrants that it is fully qualified and authorized under state and local law to either perform or supervise the performance of the services contemplated under this Agreement.

8. **Subcontracts:** The City shall not enter into any subcontract relating to this Agreement without the prior written approval of ADEQ. Subcontracts shall incorporate all terms and conditions of this Agreement. The City shall provide the Brownfields Coordinator with a copy of each subcontract within ten (10) days of its effective date.

9. **Non-Availability of Funds**: Every payment obligation of the State under this Contract 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 Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. **Payment/Invoicing:** The City shall submit invoices against and in support of the granted SRG funds to the Brownfields Coordinator identified in Section 11.1 of this Agreement. Each invoice will be reviewed for eligibility of expenses.

11. **Notices, Correspondence, Reports and Invoices:**

11.1. Notices, correspondence, and reports from the City shall be sent to:

Arizona Department of Environmental Quality
Arcelious Stephens – Brownfields Coordinator
1110 W. Washington Street
Phoenix, Arizona 85007
(602) 771-4401

11.2. Notices, correspondence, and reports from ADEQ shall be sent to:

Ms. Janeen Gaskins, Grants Administrator
City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323

11.3. Either party to this Agreement may designate a new project manager by filing a notice with the other Party in accordance with these notice requirements.

12. **Project Review:** It is the responsibility of ADEQ to review and observe the work related to this site. ADEQ reserves the right to meet with the City or its contractors at reasonable intervals for the purpose of review of the work and progress on the project.

13. **Ownership of Information**: Title to all documents, reports and other materials prepared by the City in performance of this Agreement shall rest with ADEQ, except for copyrighted material prepared in advance of this Agreement by the City at the expense of the City. ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement, except for copyrighted material as provided in this section. The City shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement with the provision that all reproduction, duplication, disclosures and literature shall contain acknowledgment to ADEQ.

14. **Draft Document Review**: The City shall allow ADEQ to review ALL DRAFT material prior to finalizing the material for printing and distribution, including television and radio commercials, brochures, advertisements, press releases, videos, signs, maps, technical reports and other printed material developed by the City as part of the project.

15. **Printing Credit:** Promotional material, brochures, advertisements, press releases, videos, signs, maps, technical reports, and other printed material developed by the City as part of the project, shall include the following: (1) "Another project partially funded by the Arizona Department of Environmental Quality's Brownfields Program", (2) the logo format as shown in Exhibit A, and (3) all promotional material shall be printed on recycled paper with the statement, "Printed on Recycled Paper" printed on the cover sheet.

16. **Access to Information:** Subject to Arizona public records law and statutory confidentiality requirements of the City and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.

17. **Applicable Law**: This contract shall be governed by and construed in accordance with the laws of the State of Arizona.

18. **Implied Contract Terms:** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.

19. **Severability:** The provisions of this Contract are severable. Any term or condition deemed

illegal or invalid shall not affect any other term or condition of the Contract.

20. **Audit of Records**: The City shall retain and shall contractually require each contractor to retain all data, books and other "records" relating to this Contract for a period of five years after completion of the Contract and any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the City shall produce a legible copy of any or all such records.

20.1 ADEQ is considered the recipient of the Brownfields SRG funds. In the event records of this project are audited by EPA or its designees, and any costs disallowed by the EPA SRG Guidelines are identified, those costs must be reimbursed directly to ADEQ within 30 days of a written request.

21. **Assignment:** Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

22. **Insurance and Indemnification:**

22.1. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or site damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

22.2. In addition, the City shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible site caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the City's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

22.3. **Insurance Requirements for Governmental Parties to a Governmental Agreement:** None.

22.4. **Insurance Requirements for Any Contractors Used by a Party to the Governmental Agreement:**
(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Governmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

22.4.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

22.4.1.1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, site damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

22.4.1.1.1. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

22.4.1.1.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

22.4.1.2. **Automobile Liability**
Bodily Injury and Site Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

22.4.1.2.1. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

22.4.1.3. **Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

22.4.1.3.1. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

22.4.1.3.2. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

22.4.2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

22.4.2.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.

22.4.2.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

22.4.2.3.1 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Governmental Agreement.

22.5. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department Environmental Quality, Attn: Arcelious Stephens, Brownfields Coordinator, 1110 West Washington Street, Phoenix, Arizona 85007 and shall be sent by certified mail, return receipt requested.

22.6. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

22.7. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

22.7.1. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

22.7.2. All certificates required by this Contract shall be sent directly to the Arizona Department Environmental Quality, Attn: Arcelious Stephens, Brownfields Coordinator, 1110 West Washington Street, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

22.8. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

22.9. **APPROVAL:** Any modification or variation from the *insurance requirements* in any Governmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

22.10. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

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

24. **Third Party Anti-Trust Violations**: The contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the contractor toward fulfillment of this Contract.

25. **Federal Immigration and Nationality Act**: By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees.

The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remaining effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U. S. Department of Labor's immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

26. **The City of Avondale Brownfields SRG Application** dated February 28, 2007 including attachments is hereby incorporated in full by reference.

EXHIBIT A - EV07-0196

ADEQ LOGO WITH PRINTING CREDIT

ADEQ

Arizona Department of Environmental Quality

Janet Napolitano, Governor

Stephen A. Owens, ADEQ Director

EXHIBIT B - EV07-0196

Example of Project Signage

CITY COUNCIL REPORT

SUBJECT:
Resolution 2646-507- Intergovernmental Agreement Renewal to Provide Case Management Software for the City Court

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator (623)333-5822

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the renewal of an IGA to provide court case processing Software effective July 1, 2007 for three additional one-year terms using a reimbursement method based upon the number of staff and Supreme Court workstation installations at each court.

BACKGROUND:

Case processing in the City Court is primarily controlled by a software program provided by the Arizona Supreme Court's Administrative Office of the Court ("AOC") called "AZTEC." The AZTEC case management software program, as a general statewide system, has certain limitations that inhibit the court's performance and case administration capabilities. To enhance AZTEC, the Scottsdale City Court developed a "front-end" program, called the "AZTEC WIZARD," to greatly improve real-time access and readability of data regarding cases, calendaring, tracking, sentencing, financial reporting, electronic notices, and other important functions. For example, the WIZARD can display at one time, what takes several "screens" of data to display in the AZTEC system.

DISCUSSION:

The court continues to experience increasing case loads, filings, and demands on staff time making the management of cases and the provision of high quality service levels to the public increasingly more difficult. Optimizing technology and automated applications is an important objective; renewing the proposed IGA will continue to benefit the City and its citizens through improved efficiency, better customer service, and data reporting.

BUDGETARY IMPACT:

The first year through June 30, 2006, the financial contribution amount was $2,222 and the second year through February 28, 2007; the financial contribution was $5,321. The financial contribution amount required by the IGA with the City of Scottsdale and the cities Goodyear, Glendale, Peoria and Surprise is estimated at an annual cost of $8,700 for three one year terms using a reimbursement method based upon the number of staff and Supreme Court workstation installations at each court. Funding of this request will come from account 227-6210-00-6180.

RECOMENDATION:

Staff recommends that the City Council approve the renewal of an IGA with the City of Scottsdale and the Cities Goodyear, Glendale, Peoria and Surprise to provide court case processing AZTEC Wizard Software for three additional one-year terms using a reimbursement method based upon the number of staff and Supreme Court workstation installations at each court.

ATTACHMENTS:

Click to download

- RES - 2646-507

RESOLUTION NO. 2646-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SCOTTSDALE, ARIZONA AND VARIOUS OTHER CITIES AND TOWNS IN THE METROPOLITAN PHOENIX AREA FOR THE IMPLEMENTATION AND USE OF THE AZTEC WIZARD COURT CASE PROCESSING SOFTWARE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Intergovernmental Agreement between the Cities of Scottsdale, Avondale, Glendale, Goodyear, Peoria, and Surprise for the implementation and use of AZTEC WIZARD Court Case Processing Software (the "Agreement") is hereby approved in the form 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 take all steps necessary to cause the execution of the Agreement and carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2646-507

[Intergovernmental Agreement]

See following pages.

WHEN RECORDED RETURN TO:
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, Arizona 85251

2007-062-COS

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement ("Agreement") is made and entered into by and between the City of Scottsdale, an Arizona municipal corporation ("Scottsdale") and the cities ("Cities") listed in section 2.0, below. Scottsdale and the Cities will be collectively referred to in this Agreement as the "Parties".

RECITALS

1. Arizona Revised Statutes Section 11-951 *et seq*. provide that public agencies, including cities and school districts, may enter into intergovernmental agreements for the provision of services, or joint or cooperative action.

2. Article 1, Section 3-1 of the Scottsdale City Charter authorizes Scottsdale to enter into intergovernmental agreements with various public agencies, including political subdivisions of the state.

3. The Parties believe that they may mutually benefit from joint and cooperative action in the use of AZTEC WIZARD™, a federally registered trademark for a computer program and software developed by the Scottsdale City Court, as set forth in the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows

TERMS

1.0. Recitals. The foregoing recitals are incorporated into this Agreement.

2.0. Parties.

The Parties to this intergovernmental agreement are Scottsdale and the Cities listed below, on behalf of their respective city courts, which shall collectively be referred to in this Agreement as West Valley Courts.

Avondale	Peoria
Glendale	Surprise
Goodyear	

3.0. Purpose.

This Agreement provides for cooperative action and joint exercise of power by the Scottsdale City Court and the West Valley Courts and provides for the sharing of certain computer modules ("Modules") to the AZTEC case management system. The Modules are derived from AZTEC WIZARD™, a computer program developed by a Scottsdale employee. These Modules are designed to provide increased efficiency, additional functionality and ease of use of the AZTEC case management system, which is required by the Arizona Supreme Court to be used for case management in all courts of the State. The Modules are presently being used by the Scottsdale City Court to process and manage data for case administration, calendaring, financial reporting, batch processing and report generation.

4.0. Grant of License; Limitations on Use.

4.1. The AZTEC WIZARD™ computer program and software ("Software") is proprietary to Scottsdale. Scottsdale, as licensor ("Licensor"), hereby grants to each of the West Valley Courts, as licensees ("Licensees"), a personal, non-transferable, limited and non-exclusive license under Licensor's proprietary rights to use the AZTEC WIZARD™ Software and related documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license granted authorizes the Licensees to use the Software only in object code form and does not grant any rights to the source code.

4.2. Individual Licensees may use the Software only for Licensee's internal business purposes and only in accordance with the terms and conditions of this Agreement. Any other use of the Software is strictly prohibited. Licensee may not for any reason, without the express written permission of the Licensor, modify, disassemble, peel components, decompile, otherwise reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by the Licensor to be used solely for archival, back-up, or disaster recovery purposes.

5.0. Indemnification.

5.1. Each Party, as indemnitor ("Indemnitor"), agrees to indemnify, defend, and hold harmless the other Party or Parties, as indemnitee(s) ("Indemnitee(s)'), from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, (hereinafter referred to collectively as 'Claims'), arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee(s) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5.2. The participation of the Scottsdale City Court with the West Valley Courts, in the performance of this Agreement, will be undertaken in a manner that will not impair, impede, or adversely affect operations or service levels of the AZTEC WIZARD™ as used by Scottsdale. Notwithstanding the provisions of subsection 5.1, above, however, the West Valley Courts, individually and collectively, shall hold harmless Scottsdale and the Scottsdale City Court from any and all Claims as defined above.

6.0. Program Funding, Governance Committee, Program Oversight, and Audit Functions.

6.1. Each of the Parties shall be responsible for performing the terms and conditions of this Agreement and providing its reimbursement share of the required funding, in accordance with a budget to be separately agreed to and revised, as necessary, prior to any annual renewal. The Scottsdale City Court shall be deemed to satisfy this requirement by contributing in-kind value.

6.2. A Governance Committee ("Committee") will provide the oversight and coordination required for the performance of this Agreement. The Committee shall be comprised of one representative of each of the participating courts, including the Scottsdale City Court (individually "Participating Court" and collectively "Participating Courts"). Each Participating Court shall designate a contact person who shall represent that Participating Court on the Committee. In the absence of any other designation, the representative shall be the court administrator of the Participating Court. The Committee shall develop a written Operations Document to facilitate program budget, finances, priorities, staff supervision, planning, phasing and time lines, and any necessary Arizona Supreme Court Administrative Office of the Courts (AOC) compliance.

6.3. The Committee will continue the practice of using a chairperson as provided in section 9.0, below, and will utilize written procedures for operation. The Committee will meet not less than quarterly to oversee program operation. It will provide direction to the Scottsdale City Court IT supervisor on the performance of the AZTEC WIZARD™ Programmer (see section 7.1, below). Working in conjunction with the Scottsdale City Court planned module rollout schedule, the Committee will determine Module and deployment priority. The Committee will also oversee the budget for the program, managing the funding contributions and the payment schedules for the AZTEC WIZARD™ Programmer. The Committee will also determine and enforce standardized business practices and code use for the AZTEC WIZARD™ deployed to the West Valley Courts.

6.4. The Committee will annually establish and perform agreed upon written procedures to verify that program funding has been managed in accordance with Committee established written guidelines and to determine whether written operational standards established by the Committee have been met (collectively "Performance Assessment"). The Performance Assessment shall be performed at least annually at a time to be determined by the Committee. The cost of the Performance Assessment will be included in the annual budget established by the Committee.

7.0. Responsibilities of Parties.

7.1. The Scottsdale City Court shall operate the AZTEC WIZARD™ application. It will make AZTEC WIZARD™ programming and modules available for replication according to priorities set by the Committee. A contract worker, whose services will be obtained through Scottsdale's applicable procurement procedures, will serve as the programmer ("AZTEC WIZARD™ Programmer") for the West Valley Courts. Scottsdale will provide office space and basic office supplies for the AZTEC WIZARD™ Programmer in the Scottsdale City Court.

7.2. The Scottsdale City Court will oversee on-site performance of the AZTEC WIZARD™ Programmer, in conjunction with the Committee. The Scottsdale City Court will also

be responsible for the invoicing, receiving payments and the accounting practices used in the performance of this Agreement. The contract administrator for Scottsdale will be the Scottsdale Court Administrator, or designee, who at the time of the execution of this Agreement is Janet Cornell.

7.3 In addition to its responsibilities as set forth elsewhere in this Agreement, each West Valley Court will be responsible for attending and participating in the meetings and activities of the Committee, including determining the Program budget, establishing operational priorities and procedures for the performance of this Agreement, and providing its share of reimbursement funding contributions.

8.0. Financial Participation. Participating Courts shall be responsible for using a reimbursement method based upon the number of staff and Supreme Court workstation installations at each court. That reimbursement method will be reaffirmed each fiscal year with Governance Committee review and concurrence.

The Committee shall provide for the time and manner of making required payments to comply with each reimbursement share. Payments shall be based on a formula to be determined by the Governance Committee. Scottsdale's in-kind contribution of supervision and direction of the AZTEC WIZARD™ Programmer and office space shall satisfy its financial obligation under this Agreement.

9.0. Effective Date, Annual Renewal, Withdrawal.

This Agreement shall be effective on July 1, 2007, or as soon thereafter as all of the city councils of the Cities and Scottsdale have approved and executed the Agreement. The Agreement shall automatically renew annually on July 1st of each year, for three additional one-year terms ("Renewal Years", each running from July 1 through June 30). The final renewal year will conclude on June 30, 2011. Each Party shall be bound by the Agreement on an annual basis and may not withdraw from the Agreement, while it is being performed. Any party may choose not to continue participating in a prospective Renewal Year by giving written notice of its intent not to renew to all of the other Parties, not less than 90 days prior to the next annual renewal date.

The Parties understand that the continuation of this Agreement after the close of any given fiscal year of each named Party (e.g., fiscal year ending on June 30), shall be subject to the budget of each Party providing for the contract term as an expenditure therein. Given that each Party cannot assure that the budget item for funding this Agreement will be approved in the future, as such assurance would be a legislative and policy determination of the respective City Council at the time of the budget adoption, each Party will obtain Agreement funding each budget year. Should the funding of the Agreement not be approved by the City Council of each Party, that Party may terminate participation in this Agreement as of the close of its fiscal year, with not less than 15 days written notification to the Parties.

10.0. Miscellaneous.

10.1. Arbitration. The Parties agree to resolve all disputes arising out of or related to this Agreement through arbitration pursuant to A.R.S. § 12-1518.

10.2. Cancellation; Conflict of Interest. Any Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is at any time while this Agreement is in effect, an employee of any other Party in any capacity, or a consultant to any other Party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received by all other Parties to this Agreement, unless the notice specifies a later time (A.R.S. § 38-511).

10.3. Compliance with Laws. This Agreement shall comply will any and all laws, regulations, or orders that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities, the Americans with Disabilities Act and all other applicable laws.

10.4. Notices. Notices, permissions or consents required or permitted to be given pursuant to this Agreement shall be given in writing and either personally served upon the Presiding Judge of the city court of each other Party, or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to the Presiding Judge of the city court of each other Party. In the event of service by mail, as indicated above, notice shall be deemed received as of the date shown on the postal receipt, or in the event that it is refused, undelivered or undeliverable, seven (7) days from the date of mailing.

10.5. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original. Scottsdale will provide each Party with an original of the Agreement, with original signatures of the other Parties, after it has been fully executed by all the Parties.

10.6. Invalid Provisions. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision contained in this Agreement.

10.7. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

10.8. Integration. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior Agreement, understanding, negotiation or representation regarding the Premises.

IN WITNESS WHEREOF, the City of Scottsdale has executed this Agreement, this ____ day of _____, 2007.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

_____
Mary Manross
Mayor

ATTEST:

_____
Carolyn Jagger
City Clerk

In accordance with A.R.S. § 11-952, the undersigned, as legal counsel for the City of Scottsdale, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.

_____
Deborah Robberson
City Attorney

APPROVED BY:

_____
Hon. B. Monte Morgan
Presiding Judge

REVIEWED BY:

_____
Janet G. Cornell
Court Administrator/
Contract Administrator

_____
Pauline Hecker
Risk Manager

INTERGOVERNMENTAL AGREEMENT RE: AZTEC WIZARD™ (2007- 062 – COS)
SIGNATURE PAGE FOR (insert City name)

IN WITNESS WHEREOF, the City of _____ has approved and executed this Agreement this ___ of _____, 2007.

CITY OF _____
An Arizona Corporation

ATTEST:

_____
(name)
Mayor

_____
(name)
City Clerk (seal)

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the City of _____ has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.

_____
(name)
City Attorney

REVIEWED/APPROVED BY:

_____
(name)
Presiding Judge, (city name)

CITY COUNCIL REPORT

SUBJECT:
Resolution 2650-507 - Canvass of Votes for the May 15, 2007 Special Bond Election

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Carmen Martinez, Deputy City Clerk (623)333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to request that Council adopt a resolution canvassing the vote for the May 15, 2007 Special Bond Election.

BACKGROUND:

The City of Avondale Special Bond Election was held Tuesday, May 15, 2007. In accordance with State Statutes, not less than six days nor more than fifteen days after a primary or general election, the governing body of the City will meet to canvass the votes.

RECOMENDATION:

City Staff recommends the Council adopt a resolution canvassing the vote for the May 15, 2007 Special Bond Election.

ATTACHMENTS:

Click to download

- RES 2650-507

RESOLUTION NO. 2650-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL BOND ELECTION HELD ON MAY 15, 2007.

WHEREAS, the City of Avondale (the "City") held a special bond election on May 15, 2007 (the "Election") for consideration of (i) Question 1, authorizing the City to incur indebtedness by the issuance of bonds of the City in the principal amount of $5,000,000 for water and wastewater system improvements, (ii) Question 2, authorizing the City to incur indebtedness by the issuance of bonds of the City in the principal amount of $20,000,000 for street and highway improvements, (iii) Question 3, authorizing the City to incur indebtedness by the issuance of bonds of the City in the principal amount of $15,000,000 for parks, community centers and recreational facilities, (iv) Question 4, authorizing the City to incur indebtedness by the issuance of bonds of the City in the principal amount of $13,000,000 for public safety facilities, and (v) Question 5, authorizing the City to incur indebtedness by the issuance of bonds of the City in the principal amount of $17,000,000 for general government facilities; and

WHEREAS, the Election returns have been presented to and have been canvassed by the Council of the City of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the total number of ballots cast at the Election, as shown by the poll lists, was _____.

SECTION 2. That the number of ballots to be verified was ___, and that voters found to be ineligible were ____.

SECTION 3. That the votes cast for Question 1 were as follows:

YES	
NO	

SECTION 4. That the votes cast for Question 2 were as follows:

YES	
NO	

SECTION 5. That the votes cast for Question 3 were as follows:

YES	
NO	

SECTION 6. That the votes cast for Question 4 were as follows:

YES	
NO	

SECTION 7. That the votes cast for Question 5 were as follows:

YES	
NO	

SECTION 8. That this Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

735393.1

CITY COUNCIL REPORT

SUBJECT:
Resolution 2648-507 - Authorizing the City Managers Office to submit a Transportation Enhancement Funds grant application for I-10 Beautification Project

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the submittal of a $500,000 grant for the City of Avondale I-10 Beautification Project, through the Arizona Transportation Enhancement Program. Arizona Department of Transportation and Maricopa Association of Governments require that all application submittals be approved through City Council resolutions.

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 identified an opportunity to enhance the three (3) bridge structures located along I-10 in the City of Avondale.

On February 20, 2007, Council approved a Professional Services Agreement with J2 Engineering & Environmental Design, LLC. to provide design concepts, and the preparation of plans, specifications, and construction documents for the I-10 Bridge and Pedestrian Enhancement Project.

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:

J2 Engineering & Environmental Design has developed a variety of conceptual designs and presented those to City Council on March 19, 2007.

The Avondale I-10 Beautification Project will allow Avondale to provide funding that will support the construction of public art for the selected segments of the highway. Cities like Scottsdale, Gilbert, Phoenix, Chandler and others have already provided artistic expressions of their city's culture by providing sculptured walls that make driving pleasant to for drivers.

Avondale would like to use the funding from this grant to provide the construction of the City Council approved design.

BUDGETARY IMPACT:

The City of Avondale Administration Department is requesting permission to submit an application for grant funds in the amount of $500,000 to provide for the City of Avondale I-10 Beautification Project. There is a match requirement of 5.7% ($28,500) for this grant. All funding will be paid upfront and then reimbursed after

the completion of the project. Avondale has already paid approximately $65,000 for the design of the project. Avondale will request that the grantor allow this funding to be considered to meet the match requirement. If this is not allowed the match funding for this grant will come from the General Fund budget for fiscal year 2008-2009.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal of a $500,000 grant, for the City of Avondale I-10 Beautification Project through the Arizona Transportation Enhancement Program.

ATTACHMENTS:

Click to download

- RES - 2648-507

RESOLUTION NO. 2648-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE MARICOPA ASSOCIATION OF GOVERNMENTS RELATING TO FREEWAY BEAUTIFICATION.

WHEREAS, the Arizona Transportation Enhancement Program ("ATEP"), sponsored by the Arizona Department of Transportation and in connection with the Maricopa Association of Governments, is seeking proposals from state and local agencies for projects relating to all aspects of transportation enhancement; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit a project to be considered by ATEP for funding in the form of a reimbursable grant; and

WHEREAS, the ATEP procedures require that the City Council certify, by resolution, (i) its approval of submitting an application for grant funds in support of the City of Avondale I-10 Beautification Project from ATEP ("the Application") and (ii) the availability of matching funds.

NOW, THEREFORE, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City Council (i) hereby approves the submission of the Application to be considered by ATEP for funding in the form of a reimbursable grant and (ii) has identified available matching funds totaling 5.7% of the total grant amount.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2649-507 - Authorizing the Engineering Department to submit a Transportation Enhancement Funds grant application for sidewalks along Avondale Blvd.

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the submittal of a $500,000 grant for the City of Avondale Rail Road Crossing Sidewalk Project, through the Arizona Transportation Enhancement Program. Arizona Department of Transportation and Maricopa Association of Governments require that all application submittals be approved through City Council resolutions.

BACKGROUND:

The City of Avondale Engineering Staff and the Grants Administrator have been working together to identify Capital Improvement Projects that can benefit from grant opportunities. During this search one project was identified as a good match for the Enhancement Funds Grants. The City of Avondale is currently working on two previously awarded Enhancement Grants. One grant is for Agua Fria Trail improvements and another grant for Bicycle and Pedestrian Education.

DISCUSSION:

Union Pacific has a Rail Road Corridor that runs parallel to MC 85/Buckeye Road and cuts through the city. Each intersection along MC 85 has inadequate sidewalk crossing areas. The City of Avondale has not pursued improving the area because it is owned by Union Pacific. Recent discussions with Union Pacific revealed that they were interested in the project. The City of Avondale is looking to partner with Union Pacific so that they can develop the sidewalk area on and closest to their property and in return Avondale will use this grant funding to provide the sidewalk connectivity to that development. This type of construction will help to avoid lengthy compliance issues that other jurisdictions have faced when providing sidewalks over rail road connections. If Union Pacific does not partner with Avondale, the cost for the improvements will be paid by Avondale and the process will take longer.

The specific project scope for Avondale would be to provide a detached 8-10 foot wide sidewalk with landscaping along Avondale Boulevard north of MC 85 for approximately 50 linear feet on the west and 260 linear feet on the east. Depending upon negotiations Avondale and/or Union Pacific would be responsible for the remaining portion of the road to the intersection.

BUDGETARY IMPACT:

The City of Avondale Engineering Department is requesting permission to submit an application for grant funds in the amount of $500,000 to provide the Avondale Blvd sidewalk connection project.. This grant requires a match requirement 5.7% ($25,000) for this grant. Avondale has additional funding for this project outlined in the CIP budget for fiscal year 2009-2011. All funding will be paid upfront and then reimbursed after the completion of the project.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal of a $500,000 grant, for the City of Avondale Rail Road Crossing Sidewalk Project.

ATTACHMENTS:

Click to download

- RES - 2649-507

RESOLUTION NO. 2649-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE MARICOPA ASSOCIATION OF GOVERNMENTS RELATING TO RAILROAD CROSSING ENHANCEMENTS.

WHEREAS, the Arizona Transportation Enhancement Program ("ATEP"), sponsored by the Arizona Department of Transportation and in connection with the Maricopa Association of Governments, is seeking proposals from state and local agencies for projects relating to all aspects of transportation enhancement; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit a project to be considered by ATEP for funding in the form of a reimbursable grant; and

WHEREAS, the ATEP procedures require that the City Council certify, by resolution, (i) its approval of submitting an application for grant funds in support of the City of Avondale Railroad Crossing Sidewalk Project from ATEP ("the Application") and (ii) the availability of matching funds.

NOW, THEREFORE, **BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City Council (i) hereby approves the submission of the Application to be considered by ATEP for funding in the form of a reimbursable grant and (ii) has identified available matching funds totaling 5.7% of the total grant amount.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2651-507 - City Council Procedures

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Councilmembers will consider a resolution revising the City Council Rules of Procedure, Section 15 Boards, Commissions and Committees, subsection 15.5F Terms, Vacancies, Removal.

BACKGROUND:

The City Council has expressed an interest in revising the language of Section 15.5F of the City Council Rules of Procedure. Currently, Section 15.5F states "Any board, commission or committee member may be removed as a member to that board, commission or committee upon a vote of not less than five Council Members for any reasonable cause as determined by the City Council."

Staff has considered Council's request and proposed the following revision to Section 15.5F, "Any board, commission or committee member may be removed as a member to that board, commission or committee upon a vote of not less than five Council Members *for any cause* as determined by the City Council."

RECOMENDATION:

Staff recommends that the City Council adopt a resolution revising the City Council Rules of Procedure Section 15.5F.

ATTACHMENTS:

Click to download

- Resolution 2651-507

RESOLUTION NO. 2651-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY COUNCIL RULES OF PROCEDURE RELATING TO BOARDS, COMMISSIONS AND COMMITTEES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City of Avondale, Arizona, City Council Rules of Procedure, Section 15, Boards, Commissions and Committees, subsection 15.5 (F), is hereby amended as follows:

. . .

F. Any board, commission or committee member may be removed as a member to that board, commission or committee upon a vote of not less than five Council Members for any ~~reasonable~~ cause as determined by the City Council.

. . .

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1260-507 - Authorizing the sale of real property - Carrillo

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance authorizing the sale of real property generally located at the southeast corner of 111th Avenue and 4th Street in Cashion (APN # 101-17-162) to Mr. Sixto Carrillo Jr. for $22,000. Sixto Carrillo Jr. owns the adjacent property. The sale of the property will provide a residential in-fill project in the Cashion neighborhood, a redevelopment area.

BACKGROUND:

On May 9, 1989 the City acquired the 6,385 square foot lot on the southeast corner of 111th Avenue and 4th Street in Cashion, south of MC85 (see attached 1). The land was used as a municipal well site, operated by the Water Resources Department. The current zoning for the lot is R1-6 (single family residential). As of August 20, 2005, the appraised value of the vacant property was $22,000.

The well was abandoned by Water Resources in early 2000, and since that time the staff has received complaints from residents about the condition of the lot, including bee hives, illegal dumping and other issues related to slum and blight. Water Resources cleared the lot, removed obsolete equipment and wiring, and formally abandoned the well, at a cost of approximately $2,000.

DISCUSSION:

The owner of the adjacent property, Mr. Sixto Carrillo Jr., inquired if the city would allow him to purchase the property so that his current residence can be expanded. On September 5, 2006, staff discussed this potential use of the property with Council as an option. The Council consensus was to negotiate with the adjacent property owner to purchase the property with stipulations that future development on the property adhere to all current building codes and ordinances.

This project is subject to but not limited to the following stipulations:

1. The expanded residence shall meet or exceed the City of Avondale's most current standards, codes, and ordinances,
2. The combination of both lots shall be used for one dwelling unit and this provision shall run with the land.
3. The owner shall purchase the property for the most current appraisal amount.
4. The land shall be fully developed within two years from the date of the deed transfer.
5. The land shall not be sold without written consent from the City of Avondale for the first five (5) years of ownership.
6. The house design shall feature four sided architecture with pop-outs, recessed windows, or reveals.
7. The house shall be designed to include an integrated covered rear patio.
8. All materials used in constructing; finishing, or accenting any building shall be of concrete materials such as tile, stucco or architectural block.
9. Air conditioning units shall be ground mounted.
10. A block wall around the perimeter of the property shall be provided.

11. A two car garage minimum shall be provided. The garage shall be designed to accommodate two vehicles side by side. A tandem arrangement will be permitted if a three car garage is provided.
12. A landscape package for front yard landscaping shall be submitted and approved by the Planning Division. Front yard landscaping shall include a minimum of two (2) fifteen (15) gallon trees and a drip system. All landscaping shall be installed prior to issuance of a certificate of occupancy.

The City of Avondale initiated an in-fill housing project in November 6, 2000 with ordinance #758-00 and recently revised it on March 1, 2005 with ordinance #1070-04. This initiative has allowed the city to build 81 affordable homes for low to moderate-income families in Avondale. The Carrillo family has agreed to use this lot to expand their existing home. Once the title has been transferred, the Carrillo family will have two years to complete the home or the property will revert to the City of Avondale.

This project is in line with two of the four Housing Element goals outlined in the General Plan.

GOAL #2: Support a mix of housing types and opportunities throughout the city to meet the diverse needs of residents.
GOAL #4: Encourage development patterns that use land in an efficient and sustainable manner.

The Carrillo family meets the eligible criteria for an In-fill Incentive Program (Attachment 4 -Ordinance #758-00 and #1070-04). The property boundaries are within the Residential In-Fill District 1 boundaries, it is less than an acre in size and water and sewer distribution links are accessible. The incentive package provides a 50% discount on both development fees and building permits.

BUDGETARY IMPACT:

The City will receive $22,000 for the land.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the sale of real property generally located at the southeast corner of 111th Avenue and 4th Street in Cashion (APN # 101-17-162) to Mr. Sixto Carrillo Jr. for $22,000 for the purpose of expanding the residence owned by Mr.Carrillo on the adjacent lot.

ATTACHMENTS:

Click to download

- Full property appraisal
- Property Map with Infill Overlay
- ORD - 1260-507

A COMPLETE APPRAISAL
SUMMARY REPORT
OF LOT 77, CASHION TERRACE AMD
SEC OF 111TH AVENUE AND 4TH STREET
APN #101-17-162
AVONDALE, ARIZONA

Date of Valuation: August 20, 2005

Prepared for:

Mr. Rob Emmett
Utilities Director
City of Avondale
1211 South 4th Street
Avondale, Arizona 85323

Prepared by:

Ralph J. Brekan & Co., Inc.
4450 South Rural Road, Suite E-225
Tempe, Arizona 85282
RJB #05-08-05

GREATER SOUTHWEST VALUATION, INC.
dba RALPH J. BREKAN & CO., INC.
Real Estate Advisors & Appraisers

TELEPHONE
(480) 990-9090

4450 S. RURAL ROAD, SUITE E-225
TEMPE, AZ 85282

FACSIMILE
(480) 990-1120

September 1, 2005

Mr. Rob Emmett
Utilities Director
City of Avondale
1211 South 4th Street
Avondale, Arizona 85323

RE: A complete appraisal in a summary report of a vacant residential lot identified as Lot 77, Cashion Terrace AMD, located on the southeast corner of 111th Avenue and 4th Street, City of Avondale, Arizona (RJB #05-08-05).

Dear Mr. Emmett:

At your request, I have personally inspected the above referenced property for the purpose of estimating the Market Value of the Fee Simple Interest in the property, consistent with the excerpts from the Uniform Standard of Professional Appraisal Practice adopted by the Appraisal Foundation (12 CFR Part 34, Subpart C). The definition of market value employed in this appraisal is as follows:

> ". . . the most probable price estimate in terms of cash in United States dollars or comparable market financial arrangements that the property would bring if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser buying with knowledge of all the uses and purposes to which it was adapted and for which it is capable." A.R.S. 28-7091.

Your attention is directed to the accompanying report and to its Certification, Assumptions and Limiting Conditions sections. Acceptance of and/or use of this appraisal report constitutes acceptance of these conditions.

This valuation has been performed in accordance with the reporting requirements as set forth by the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) as provided by the Appraisal Foundation.

Because this appraisal has been completed in a Summary report format, only a summary of data concerning the neighborhood, site, highest and best use, and analysis has been presented. Further details supporting my analysis and conclusions have been retained in my file.

The subject of this analysis is a single, vacant residential lot (formerly a municipal water well site) located on the southeast corner of 111th Avenue and 4th Street in Avondale, Arizona. Based on Maricopa County Assessor records, the lot consists of 6,382 square feet. No survey was provided for this assignment; thus, I have relied on the size indicated by public records.

Based upon all of the information, data, and analyses contained in the report, it is my opinion that the Market Value of the Fee Simple Interest in the subject property, as of August 20, 2005 is properly expressed as follows:

TWENTY-TWO THOUSAND DOLLARS
$22,000

A marketing time of 12 months or less is estimated to attain the market value estimates, assuming continuation of prevailing economic conditions.

I appreciate this opportunity to have been of service and look forward to working with you again.

Sincerely,

RALPH J. BREKAN & CO., INC.

Albert Nava, MAI
Executive Vice President
Arizona Certified General Real Estate Appraiser No. 30806

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ADDENDA

Engagement Letter ..... Exhibit A

SUMMARY OF SALIENT FACTS AND VALUE CONCLUSIONS

Property Address:	No assigned address
Location:	Southeast corner of 111th Avenue and 4th Street, Avondale, Arizona, 85323
Property Type:	Vacant residential lot
Land Area:	6,382 SF
Zoning:	R1-6 (single-family residential), City of Avondale
Flood Zone:	Zone X500. Areas outside the 100-year flood plain. FEMA Map No. 04013C2095E
Owner of Record:	City of Avondale
Tax Parcel Number:	101-17-162
2004 Real Estate Taxes:	$0.00 (Unassessed, City of Avondale property)
Delinquent Taxes:	None
Date of Inspection:	August 20, 2005
Date of Value:	*August 20, 2005*
Highest and Best Use:	Single-family residential
Property Interest Appraised:	Fee Simple Estate
Value Conclusions:	$22,000
Marketing Period:	12 months or less

PROPERTY IDENTIFICATION

The subject of this analysis consists of a single residential lot located on the southeast corner of 111th Avenue and 4th Street, City of Avondale, Arizona. It is also identified by its Assessor Parcel Number (APN) of 101-17-162.

LEGAL DESCRIPTION

Lot 77, Cashion Terrace AMD, Maricopa County Records 09947, Maricopa County, Arizona.

VALUATION DATE

The effective valuation date for this appraisal is August 20, 2005, the date of property inspection.

PURPOSE AND INTENDED USE OF THE APPRAISAL/CLIENT

The *purpose* of this appraisal is to estimate the Market Value of the Fee Simple Interest in the above described property. It is our understanding that the *intended use* of the appraisal is for use in asset management of the property by the client, the City of Avondale.

MARKET VALUE DEFINED

> ". . . the most probable price estimate in terms of cash in United States dollars or comparable market financial arrangements that the property would bring if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser buying with knowledge of all the uses and purposes to which it was adapted and for which it is capable." A.R.S. 28-7091.

OTHER PERTINENT DEFINITIONS

> *"As Is"* value on the appraisal date means an estimate of the market value of a property in the condition observed upon inspection and as it typically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared.

PROPERTY RIGHTS APPRAISED

The real property interest being appraised is the *Fee Simple* estate, defined as follows:

> An absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat.[1]

PROPERTY OWNERSHIP AND HISTORY

According to public records, the City of Avondale is the current owner of the subject property, of which they have had ownership since May 1989. To the best of our knowledge, no other transfers, contracts, or listings of the property have occurred during the past three years.

SCOPE OF WORK

The scope of the report is the extent of collecting, confirming and reporting data. Many data sources were used to formulate the market value opinions expressed by this report. Property-specific data was obtained from the offices of the Maricopa County Assessor and Treasurer, and the City of Avondale Planning Department. Utility companies, or the local municipality, furnished information concerning their services.

Market information appropriate for vacant site value analysis was obtained from public records and personal interviews with transaction participants. Real estate brokers and sales persons were interviewed, together with management and leasing personnel, to understand the strength and depth of the market. Sources of sales included the appraisers' internal database and the Multiple Listing Service, as well as local real estate professionals.

As this appraisal report is of vacant land, only the Sales Comparison Approach to value was utilized. Considering the appraisal has been completed in a Summary format, only a summary of the area and site data and the analysis performed is presented in the following report, with additional details retained in the appraiser's file.

---

[1] *The Dictionary of Real Estate Appraisal*, 3rd ed. (Chicago; Appraisal Institute, 1993), p. 140.

The value estimates and judgments contained herein are intended to reflect the appraiser's opinions as a disinterested third party. The Certification section of the report is referenced wherein conditions are stated under which the report has been prepared. The Assumptions, Contingencies, and Limiting Conditions section of the report presents pertinent caveats.

THE APPRAISAL PROCESS

The appraisal process is the orderly program wherein the data utilized in estimating the value of the subject property are acquired, classified, analyzed, and presented. The first step in this process involves defining the appraisal problem as to the identification of real estate, the effective date of the value estimate, the identification of the property rights being appraised, and the type of value being sought. Once this has been accomplished, the appraiser embarks upon a data collection and analysis program of factors which affect the market value of the subject property, including area and neighborhood analysis, site and improvement analysis, highest and best use analysis, and the application of the available approaches utilized in estimating the property's value. Appraisers generally utilize three approaches to value. These are the Cost Approach, the Sales Comparison Approach, and the Income Approach.

The first approach available to the appraiser is the Cost Approach to Value. In this approach, accrued depreciation is deducted from the new cost of the improvements and added to the land value. The resulting figure indicates the value of the whole property via the cost approach, and generally the land value is obtained via the Sales Comparison Approach previously discussed. Reproduction cost new is estimated on the basis of current prices for the component parts of the building and depreciation analyzes the disadvantages of deficiencies of the existing building as compared to a new building.

The Sales Comparison Approach is utilized to estimate either or both the land as if vacant and the whole property as improved. The approach involves gathering data regarding sales of comparable type properties and analyzing the nature and condition of each sale, then making logical adjustments for dissimilar characteristics. Typically, a common denominator is found, and in land value this usually involves either a price per square foot or price per acre. In improved properties, the common denominator involves such units as price per square foot, price per unit, or the use of a gross rent multiplier. The Sales Comparison Approach is based upon the principle of substitution

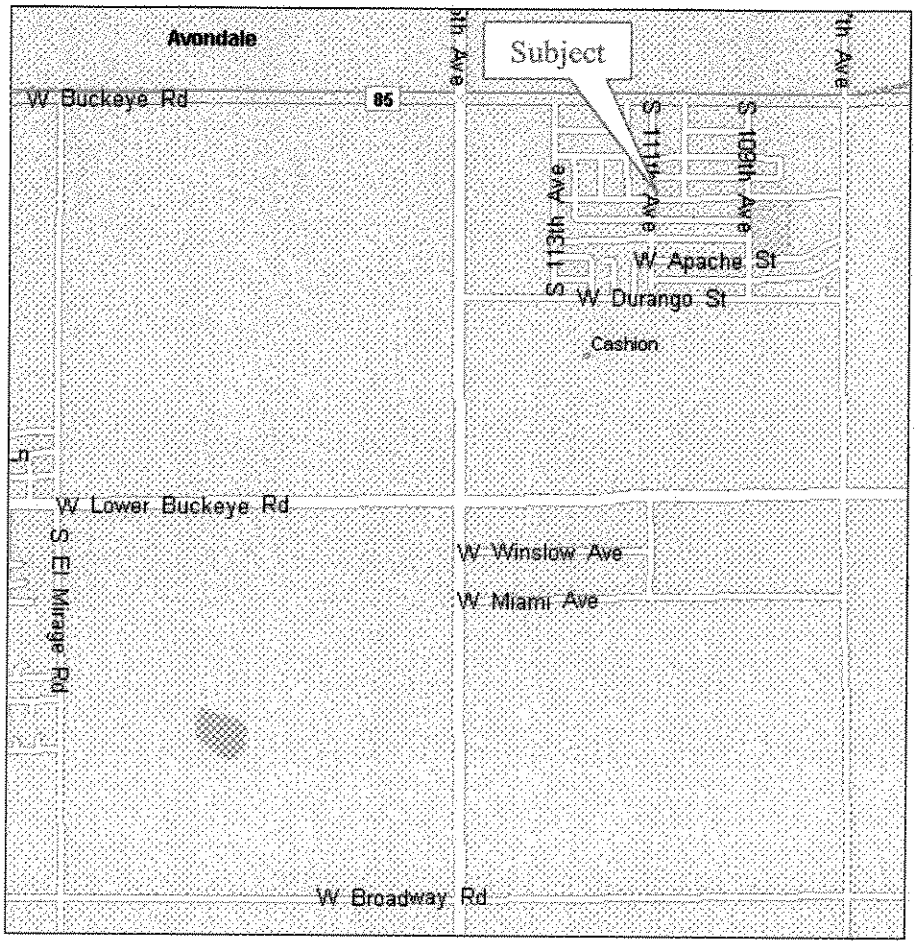
and is a good indicator of value of property being appraised when sales of highly similar properties are available.

The Income Approach is predicated on the assumption that there is a definite relationship between the amount of income a property will earn and its value. A number of appraisal principles form the basis of this approach, with the principle of anticipation being particularly applicable. This principle affirms that "value is created by the expectation of benefits to be derived in the future." The Income Approach is an appraisal technique in which the anticipated annual net income of the subject property is processed in order to arrive at an indication of value. Net income in the appraisal process is that income generated before payment of any debt service, and the process of converting it to value is called capitalization.

In the Reconciliation and Final Value Estimate section, the three approaches are evaluated as to their pertinence to the appraisal problem and their respective degrees of reliability. The appraiser, after reviewing the approaches, arrives at a final opinion of value.

Considering the fact that the subject of this analysis is a vacant single-family residential lot, only the Sales Comparison Approach to value was employed.

NEIGHBORHOOD DESCRIPTION



Boundaries: **The subject property is situated on the southeast corner of 111th Avenue and 4th Street, within the southerly portion of the City of Avondale.** The neighborhood is generally defined by Western Avenue/Buckeye Road on the north, El Mirage Road on the west, the city limits on the south (which is north of Broadway), and 107th Avenue on the east.

Access: Access to the neighborhood, south from Interstate 10, is from either 99th Avenue or 115th Avenue.

Neighborhood Character: Much of the neighborhood is undeveloped natural desert lands. With the exception of the Buckeye/Main Street corridor, almost all existing development is modestly priced single-family residential in nature. Buckeye Road/Main Street is the commercial corridor for the area.

Demographics: Demographics for a 2-mile radius from the focal point of 115th Avenue and Buckeye Road are as follows:

	2-Mile Radius		
	2000 Census	2005 Estimate	2010 Projection
Population	6,519	14,306	20,998
Households	1,717	3,585	5,073
Persons/HH	3.79	3.99	4.14
Median Age	26.74	27.21	27.92
Per Capita Income	$10,386	$11,381	$12,394
Average HH Income	$38,468	$45,290	$51,221

2005 average household income is some 33.05 percent below the Phoenix-Mesa MSA average of $67,646.

Housing:

Housing in the neighborhood is modest due to the low-income of area residents. Generally, homes range in size from under 1,000 square feet to roughly 1,500 square feet. Pricing is generally below $150,000.

Amenities/Services:

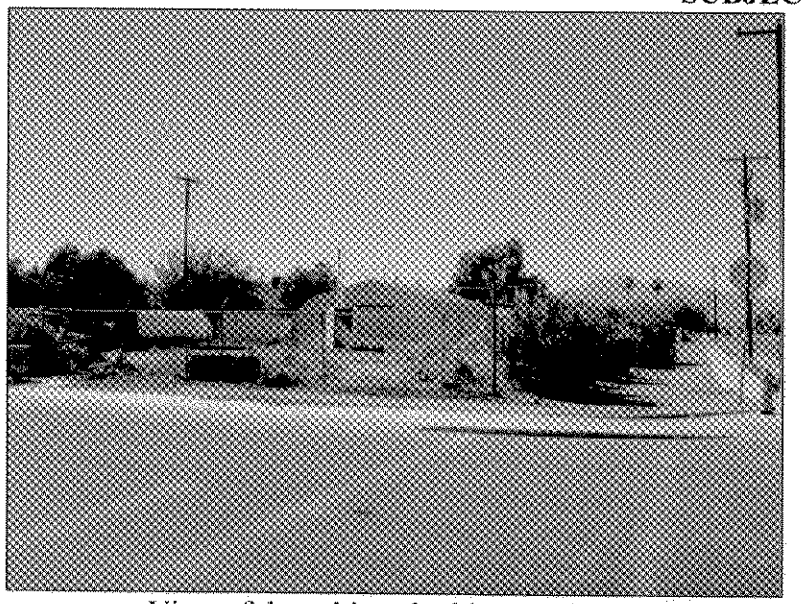
The subject neighborhood is located within the City of Avondale; thus, all necessary public services and utilities are in the vicinity.

SITE DATA

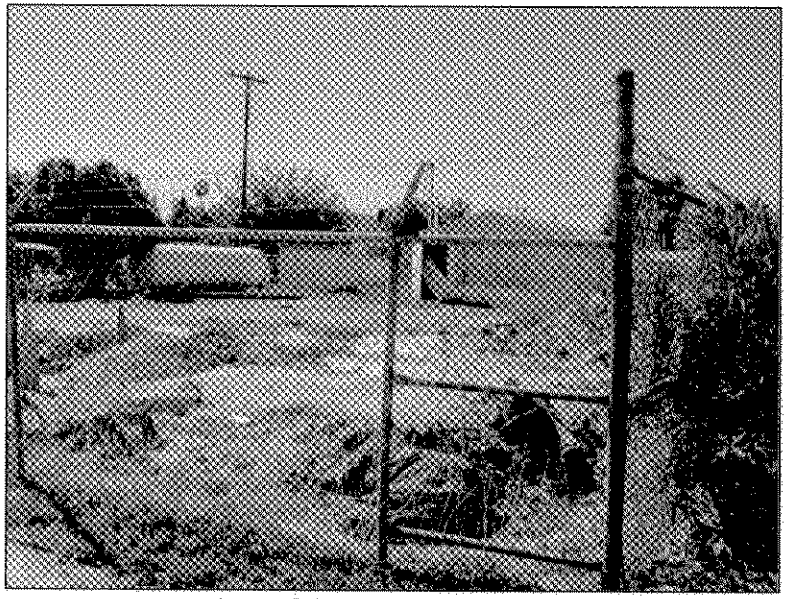
Identification:	A single-family residential lot located on the southeast corner of 111th Avenue and 4th Street. This places the lot just south of Buckeye Road, on the east side of 111th Avenue.
Size/Shape:	Lot totals 6,382 square feet and is rectangular in shape.
Frontage/Access:	According to assessor records, the site has 99 feet on 111th Avenue and 65 feet in 4th Street. Access to the site from the north is by 4th Street, and from the west by 111th Avenue. Both arterials are improved with asphalt paving, curb and gutter at the subject.
Topography/Drainage:	The parcel is basically flat and level and is at street grade. No adverse drainage conditions were evident upon inspection.
Soils:	We have not been provided a soils or subsoils report for the subject property. *For appraisal purposes, we are assuming that soil conditions are adequate for the completed construction and do not adversely influence the value of the subject property.*
Environmental Hazards:	We have not been provided an environmental assessment of the subject property. Additionally, we noted no obvious signs of potential problems. *For appraisal purposes we have fully assumed that no environmental problem exists to negatively influence the value of the subject property. If at a later date it is determined that environmental hazards exist, our value could be rendered invalid.*
Easements/Encroachments:	No survey or title policy was provided which might identify any encumbrances or adverse easements. *We have fully assumed that there are no adverse easements, restrictions, encroachments or encumbrances that would negatively affect the marketability of the subject property.*
Utilities:	All public utilities and municipal services are assumed to be provided to the subject site.
Zoning:	R1-6 (single-family residential). Minimum site area of 6,000 SF.
Flood Zone:	Flood Zone X500. Flood insurance rate Map No. 04013C2095E, dated July 19, 2001.
Surrounding Land Uses:	Single-family residential to the north, south, east, and west.

Real Estate Taxes:	APN:	101-17-162
	2004 FCV:	$11,500
	2004 Taxes:	$0.00 (City of Avondale, unassessed)
Site Improvements:	Underground and above ground water well equipment that per our understanding, will be removed.	

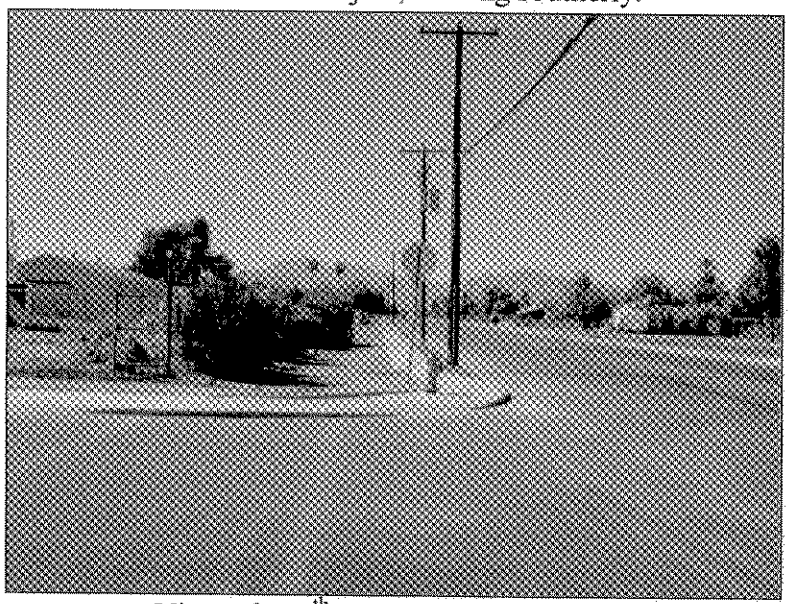
SUBJECT PHOTOGRAPHS



View of the subject, looking southerly.



View of the interior subject lot.



View of 111th Avenue, looking south.

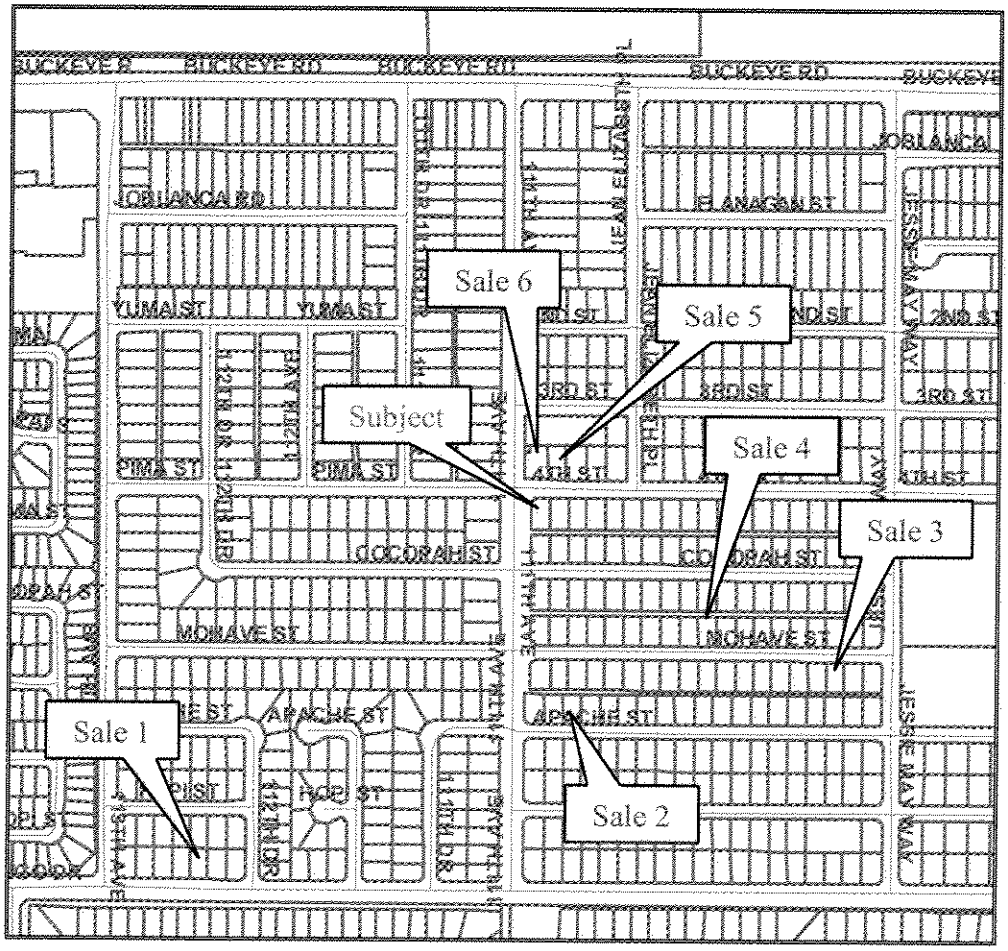
View of 4th Street, looking east.

HIGHEST AND BEST USE

Legally Permissible Use:	The subject site is zoned R1-6 (single-family residential). Permitted uses include one single-family detached dwelling per lot.
Physically Possible Use:	This is a residential lot located in a residential neighborhood. Lot is well served by subdivision streets and public amenities. Surrounding development is modest single-family residential.
Financially Feasible & Maximally Productive Use:	The subject lot is situated in an older, low-income area within a neighborhood of small detached residential homes and mobile homes. Many streets are unpaved and the area caters to low-income families. Any improvement of the site would most likely be a compatible residential use.
Conclusion of Highest and Best Use:	Single-family residential use.

SALES COMPARISON APPROACH

We have researched and identified several recent sales of residential lots in the subject's neighborhood that are considered to be similar to the subject. Details regarding the sale comparables are summarized in the following map and table.



LAND SALES SUMMARY

Sale No.	Date of Sale	Location	APN	Total Price	SF	Price/SF
1	01/05	NW of 113th Ave. & Durango	101-52-129	$21,000	6,303	$3.33
2	11/04	SE of 111th Ave. & Mohave	101-17-197	$20,000	6,115	$3.27
3	10/04	SW of Jessie May Way & Mohave	101-17-102	$22,000	6,024	$3.65
4	04/03	NE of 111th Ave. & Mohave	101-17-114	$20,000	6,003	$3.33
5	07/02	NE of 111th Ave. & 4th St.	101-18-124	$22,000	6,972	$3.16
6	04/02	NEC of 111th Ave. & 4th St.	101-18-126	$22,000	8,290	$2.65

All of the sales are located within the subject's neighborhood, and exhibit similar characteristics as the subject. There are no adjustments for location, size, developability, or highest and best use. Furthermore, there does not appear to be any significant adjustment for time. The above range exhibits an unadjusted unit price range of $2.65 to $3.65 per square foot, with an average of $3.23 per square foot. Sale Nos. 5 and 6 are the closest to the subject, but are also the oldest and have the lowest unit price per square foot. Excluding these sales, the average unit price per square foot is $3.40 per square foot. As such, I have concluded a value of $3.40 per square foot or as follows:

6,382 SF	x	$3.40/SF	=	$21,699
Rounded				$22,000

CERTIFICATION

Pursuant to my appraisal assignment of the property legally described in the body of this report, as:

Lot 77, Cashion Terrace AMD
SEC of 111th Avenue and 4th Street
Avondale, Arizona

the undersigned hereby certifies to the best of my knowledge and belief that, except as otherwise noted in this appraisal report:

-- the statements of fact contained in this report are true and correct.

-- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

-- I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.

-- my engagement in this assignment was not contingent upon developing or reporting predetermined results.

-- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-- my analyses, opinions, and conclusions were developed, and this report was prepared, in conformity with the requirements of the Uniform Standards of Professional Practice.

-- I have made a personal inspection of the property that is the subject of this report.

-- Brendon M. Hall provided significant real property appraisal assistance in the preparation of the facts and the analysis provided in this report.

-- No one provided significant real property appraisal assistance to the person signing this certification.

-- to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

-- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

-- as of the date of this report, Albert Nava, MAI has completed the requirements of the continuing education program of the Appraisal Institute.

-- Albert Nava, MAI has the knowledge and experience to competently appraise the property that is the subject of this report.

Based upon all of the information, data, and analyses summarized in the report, and further supported by information retained in my file, it is my opinion that the Market Value of the Fee Simple Interest in the subject property, as of August 20, 2005 is properly expressed as follows:

TWENTY-TWO THOUSAND DOLLARS
$22,000

An exposure period of 12 months or less is estimated to attain the market value estimate, assuming continuation of prevailing economic conditions.

Respectfully submitted,

RALPH J. BREKAN & CO., INC.

Albert Nava, MAI
Executive Vice President
Arizona Certified General Real Estate Appraiser No. 30806

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished our firm is assumed to be correct. We assume no responsibility for matters legal in character nor render any opinion as to the title, which is assumed to be good. The property has been appraised as if under responsible ownership and competent management.

We have made no survey and assume no responsibility in connection with such matters. The firm believes that the information contained in this report is reliable but assumes no responsibility for its accuracy.

The construction and condition of the improvements mentioned in the body of this report are based on observation, and no engineering study has been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless a property engineering study was made.

Neither all nor any part of the contents of this report will be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute or the MAI designation.

The valuation estimates contained herein apply as of the date of this appraisal only.

The distribution of the total valuation between land and improvements in this report applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The fee is in no way contingent upon the completion or consummation of any project or matter beyond the control of the appraiser.

The contract for appraisal, consultation or analytical services, are fulfilled and the total fee payable upon completion of the report. The appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee.

The acceptance of said constitutes the acceptance of this contingency unless otherwise arranged for.

The appraiser has inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

The terms of our engagement are such that we have no obligation to revise this report or the estimated operating results to reflect conditions which occur subsequent to completion of our assignment. However, we are available to discuss the necessity for revision in view of changes in market and economic factors.

As in studies of this type, we assume no significant change in market or economic conditions, legal, or regulatory issues applicable to this project. Further, we have not been engaged to evaluate the effectiveness of management, and are not responsible for future marketing efforts and other management actions upon which actual results will depend.

Possession of the report does not carry with it the right of publication without the previous written consent of the appraisers. Additionally, neither the identification of the appraisers nor any of the material contained in this Report may be included in any prospectus, newspaper publicity or advertising or as a part of any printed material, or used in offerings or representations in connection with the sale of securities of participating interest to the public.

Neither all nor any part of the contents of this report shall be used for any purpose by anyone but the addressee without the previous written consent of the appraisers nor shall it be conveyed by anyone, including the addressee to the public through advertising, public relations, news, sales or other media without the express written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraisers or any reference to any professional society or institute or any initialed designations conferred upon the appraisers.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the subject property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was <u>not</u> considered in estimating the value of the property.

QUALIFICATIONS OF ALBERT NAVA, MAI

Arizona Certified General Real Estate Appraiser No. 30806

EXPERIENCE

Ralph J. Brekan & Co., Inc. (since February 1995)
Executive Vice President

Bach Thoreen McDermott Incorporated (November 1992 - February 1995) Senior Consultant

Robert B. Jones & Company (1981 - November 1992)
(1989-November 1992) *Vice President and Valuation Department Head.* Managed the daily activities of Robert B. Jones & Co., including both valuation and administrative departments answering directly to company president.
(1986-1989) *Valuation Department Head.* Managed the daily activities of the valuation department including the scheduling of work in-progress, supervision of staff appraisers, and review of company work product.
(1982-1986) *Senior Associate.*
(1981-1982) *Staff Associate.*
Appraisal responsibilities included appraisal of high-rise and suburban office buildings, shopping centers, industrial properties, apartments, hotels, recreational and special purpose properties, vacant land, subdivisions, market and feasibility studies, highest and best use studies.

State National Bank of El Paso (1977 - 1981)
Corporate Officer - Staff Appraiser; Real Estate and Construction Lending Division

PROFESSIONAL ACTIVITIES

Member:

Appraisal Institute
Appraisal Institute, Phoenix Chapter
Appraisal Institute, Experience Subcommittee (1988 - current)
Appraisal Institute, Admissions Committee
Appraisal Institute, Ethics and Review Committee
State of Arizona Department of Real Estate

Certification:

Currently certified in the Appraisal Institute's program of continuing education for its designated members (MAIs who meet minimum standards of this program are awarded periodic educational certification)

Certified General Real Property Appraiser in the State of Arizona

EDUCATION

University of Texas at El Paso, 1977; B.B.A. with emphasis on accounting

INSTRUCTOR

Various seminars for local taxing authorities and internal seminars for the Appraisal Institute.

A D D E N D A

EXHIBIT A

GREATER SOUTHWEST VALUATION, INC.
dba RALPH J. BREKAN & CO., INC.
Real Estate Advisors & Appraisers

TELEPHONE
(480) 990-9090

4450 S. RURAL ROAD, SUITE E-225
TEMPE, AZ 85282

FACSIMILE
(480) 990-1120

July 12, 2005

Mr. Rob Emmett
Utilities Director
City of Avondale
1211 S. 4th Street
Avondale, AZ 85323

RE: The appraisal of a residential lot in the Cashion Terrace subdivision, formerly a municipal well site (APN 101-17-162)

Dear Mr. Emmett:

In accordance with your request, I hereby submit our proposal to provide an appraisal of the above referenced property. The proposed fee and delivery date follows.

Proposed Fee:	$1,000
Proposed Delivery Date:	August 31, 2005

The above fee includes three (3) original copies of the report. Per agreement, this assignment will be completed as a complete appraisal in a summary format.

It is our understanding that the purpose of this appraisal is to estimate the Market Value of the Fee Simple Interest in the property in accordance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 USC 331 et seq.); the regulations adopted by the Office of the Comptroller of the Currency pursuant to Title XI, including, without limitation, the appendix thereto consisting of excerpts from the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Foundation (12 CFR part 34, Subpart C).

The appraisal report will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Standards Board of the Appraisal Foundation and the reporting requirements of the Appraisal Institute.

I appreciate the opportunity of submitting this information to you and look forward to your official, favorable response.

Sincerely,

Albert Nava, MAI
Executive Vice President
Arizona Certified General Real Estate Appraiser No. 30806

I accept the above terms:

Signature

4 AUG 05
Date

ASSUMPTIONS AND LIMITING CONDITIONS

RE: The appraisal of a residential lot in the Cashion Terrace subdivision, formerly a municipal well site (APN 101-17-162)

Consultants shall assume that any legal descriptions furnished by Client are correct. Consultants will not investigate the status of title to any property, or any other legal questions concerning Client's proposed project. For purposes of Consultants' report, title to any real property which is the subject of the report will be presumed to be good and merchantable. Unless the purpose of the study is to determine market value, Consultants will assume that all land use and zoning requirements have been met.

The valuation estimates contained herein apply as of the date of this appraisal only.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them.

The Consultants do not assume any responsibility for hidden or undisclosed conditions of the property, water, subsoil, or structures, or the correction of any defects now existing or that may develop in the future.

If any sketches or graphics are used in the report, they are to assist the reader in visualizing an area or property. The Consultants will make no surveys of properties and assume no liability in connection with such matters. It will be assumed that there is no encroachment or trespass unless noted within the report.

Any population, absorption, income, or expense projections used in Consultants' report are intended for client's internal use only and assume no significant change in economic or market conditions, legal, regulatory, or environmental issues applicable to this project. Financial pro formas and operating results used in Consultants' report are based on estimates and assumptions that are subject to uncertainty, variation, and management action and are not represented as results that will actually be achieved.

Any distribution of total value between land and improvements will apply only under the existing or specified program of utilization. Separate valuation for land and buildings must not be used in conjunction with any other study or appraisal and is invalid if so used.

Should any part or parts of this contract be held invalid by a Court of Law, all other parts shall remain in full force and effect.

Neither all nor any part of the contents of this report will be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute or the MAI designation.

Mutually agreed that this shall form a contract, subject to acceptance by Client within thirty (30) days from the date hereon.

RALPH J. BREKAN & CO., INC.

Albert Nava, MAI

7/12/05

Date

CITY OF AVONDALE

Rob Emmett

4 Aug 05

Date

CITY OF AVONDALE

11465 W. CIVIC CENTER DRIVE
SUITE 290
AVONDALE, AZ 85323-6809

DATE	PO NUMBER
7/27/2005	48962

VENDOR: 11037
RALPH J. BREKAN & CO., INC.
3200 N. HAYDEN ROAD
SUITE 200
SCOTTSDALE, AZ 85251

SHIP TO: Avondale Utilities
1211 S. 4TH STREET
AVONDALE, AZ 85323

FOB Point:
Terms: Net 30 days
Req. Del. Date:
Special Inst:

Req. No.: 27874
Dept.: UTILITIES
Contact: GUEVARA, RACHEL
Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		LOT APPRAISAL FEE FOR CASHION TERRACE SUBDIVISION		1,000.00

COPY

BILL TO: Accounts Payable
11465 W. CIVIC CENTER DRIVE
SUITE 290
AVONDALE, AZ 85323 6809

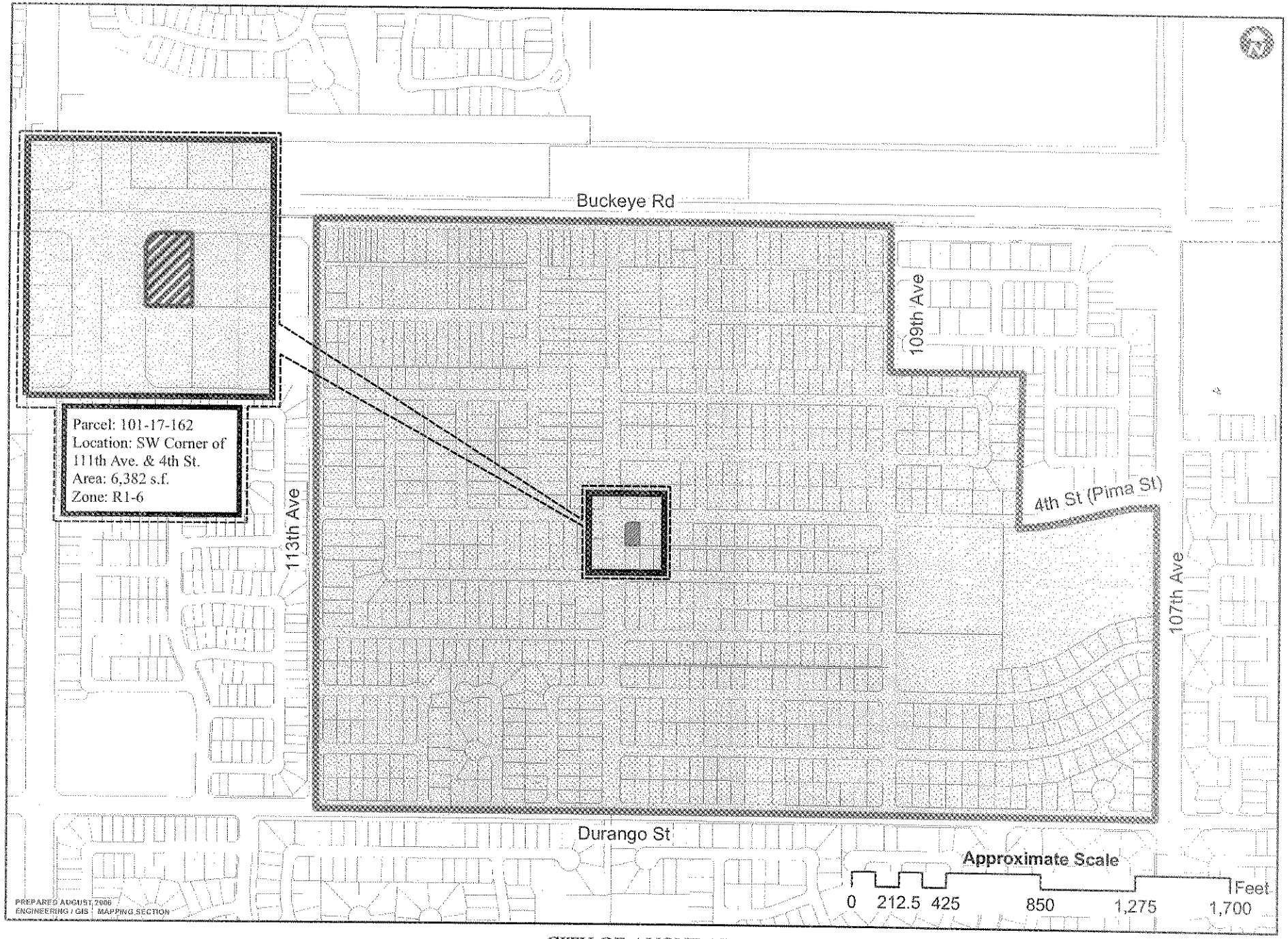
SUBTOTAL	1,000.00
TAX	0.00
FREIGHT	0.00
TOTAL	1,000.00

Account Number	Amount	Account Number	Amount
E 501-9110-00-6180	1,000.00		

Authorized Signature

VENDOR COPY

Authorized Signature



CITY OF AVONDALE

Residential Infill Incentive District Number Three

ORDINANCE NO. 1260-507

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SALE OF CERTAIN PROPERTY, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 111TH AVENUE AND 4TH STREET.

WHEREAS, the City of Avondale (the "City") is the owner of certain real property situated within Maricopa County, Arizona, generally located at the southeast corner of 111th Avenue and 4th Street (the "Property"); and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City's interests may require; and

WHEREAS, (i) the Council of the City of Avondale (a) has determined that the Property has no useful public purpose, (b) desires to sell whatever right, title, or interest it has in the Property and (ii) an offer has been made for the purchase of the Property.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the sale of the Property, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, is hereby approved by the Council of the City of Avondale.

SECTION 2. That the Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1260-507

[Legal description]

See following pages.

Legal Description

Lot 77, Cashion Park, according to the plat of record in the office of the county Recorder of Maricopa County, Arizona, in book 70 of Maps, Page 37.

CITY COUNCIL REPORT

SUBJECT:
Subrecipient Agreement with Neighborhood Housing Services of Southwest Maricopa County

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Andrew Rael, CDBG Program Manager (623)333-2715

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council approval is sought to enter into a contract with Neighborhood Housing Services of Southwest Maricopa County (NHS) in the amount of $145,950 to conduct a homebuyer assistance program in Avondale. The one-year contract would be renewable for two additional years for a maximum of three years. The purpose of the program is to assist low-income first time homebuyers with the down payment and closing costs necessary to purchase their first home. Through this contract NHS will assist 5 new homebuyers.

BACKGROUND:

The Neighborhood and Family Services Department (NFS) in conjunction with the Finance Department conducted a Request for Proposals (RFP) process in March and April through which NHS was determined to have the capacity and experience to successfully implement a homebuyer assistance program for the City. The Homebuyer Assistance program will be funded with 2006-07 and 2007-08 HOME funds. Homes located within the City of Avondale costing up to $263,150 will be eligible for purchase. Individuals or families earning up to 80% of the HUD Area Median Income ($48,100 for a family of 4) are eligible for the program provided they are able to obtain a primary mortgage. Program participants must complete a comprehensive homebuyer education curriculum and contribute a minimum of $1,000 of their own funds toward the purchase of the home. NHS will implement all aspects of the program including marketing and outreach, homebuyer eligibility, homebuyer education, homebuyer counseling, home inspections, loan closings, document recording, loan servicing and compliance with all local, state and federal regulations.

DISCUSSION:

The RFP for the Homebuyer Assistance Program required respondents to be non-profit organizations with at least five years of experience operating homebuyer assistance programs. NHS possesses substantial experience and a successful track record in providing homebuyer assistance programs. NHS currently administers the American Dream Downpayment Initiative for Maricopa County. NHS is certified to provide the NeighborWorks Homebuyer Education Curriculum which is recognized by all major mortgage lenders.

The Neighborhood and Family Services Commission reviewed this item and voted to recommend City Council approval of the agreement with NHS to administer the Homebuyer Assistance program.

BUDGETARY IMPACT:

The required HOME funds ($145,950) have been previously allocated for homebuyer assistance in the City's 2006-07 budget and are included in the 2007-08 budget including city matching funds.

RECOMENDATION:

Staff recommends that the City Council approve the contract with Neighborhood Housing Services of Southwest Maricopa County for an amount not to exceed $145,950.

ATTACHMENTS:

Click to download

- Agreement

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF
SOUTHWESTERN MARICOPA COUNTY

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made as of May 21, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Neighborhood Housing Services of Southwestern Maricopa County, an Arizona corporation (the "Subrecipient").

RECITALS

A. The City has received Community Development Block Grant ("CDBG") Funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38, or Home Investment Partnership Funds ("HOME") Funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134;

B. The City issued a Request for Proposals (the "RFP") seeking statements of qualifications from Subrecipients to implement federal housing programs;

C. The Subrecipient responded to the RFP and the City desires to enter into an Agreement with Subrecipient for Home Buyer Assistance (the "Services"); and

D. The City wishes to engage the Subrecipient to assist the City in utilizing such funds to provide affordable housing opportunities in Avondale.

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 Subrecipient 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 June 30, 2008.

2. Scope of Work. The Subrecipient 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 Subrecipient a price not to exceed $145,950.00 for the Services as set forth in the Budget, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Subrecipient pursuant to subsection 16.3(c) below. Payments shall be contingent upon certification of the Subrecipient's financial

management system in accordance with acceptable standards specified in the Office of Management and Budget ("OMB") Circular A-110.

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

6. Subrecipient Personnel. Subrecipient shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Subrecipient agrees to assign specific individuals to key positions. Subrecipient 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, Subrecipient 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 Subrecipient's performance. The Subrecipient shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Subrecipient shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Subrecipient. The City has no obligation to provide Subrecipient, 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 Subrecipient.

9. Performance Warranty. Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient, Subrecipient 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 Subrecipient. 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 Subrecipient 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. Subrecipient'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 Subrecipient. Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient. Subrecipient 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, Subrecipient shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Subrecipient'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 Subrecipient'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) Subrecipient'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 Subrecipient 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.

k. Bonding and Insurance. The Subrecipient shall comply with the insurance requirement of OMB Circular A-110.

l. Grantor Recognition. The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Subrecipient 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. Subrecipient 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 Subrecipient'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 Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient 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. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $100,000 for each accident.

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, Subrecipient 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 Subrecipient of written notice by the City. Upon termination for convenience, Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient or any agent or representative of the Subrecipient 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 Subrecipient 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. Subrecipient, 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 Subrecipient, its employees or subcontractors. The Subrecipient, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Subrecipient meets the requirements of its agreed scope of work as set forth in Section 2 above. Subrecipient is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Subrecipient do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Subrecipient 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 Subrecipient is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) the provisions of 24 CFR, Part 570, CDBG, as revised, (v) the provisions of 24 CFR Part 92, HOME, as revised, and (vi) the provisions contained in the

City of Avondale Consolidated Plan. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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 Subrecipient.

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 Subrecipient is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Subrecipient 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 Subrecipient shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Subrecipient in violation of this provision shall be a breach of this Agreement by Subrecipient.

14.9 Subcontracts. No subcontract shall be entered into by the Subrecipient with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Subrecipient 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 Subrecipient 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:
Neighborhood Housing Services of Southwestern Maricopa County
23 South Central Avenue
Avondale, Arizona 85323
Facsimile: 623-932-9165
Attn: Aurora Gonzalez

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 Subrecipient 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 Subrecipient's duties under this Agreement. Persons requesting such information should be referred to the City. Subrecipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Subrecipient as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

15. Special Conditions.

15.1 Acquisition. Closing shall not take place until an environmental review is completed. Capital funds may be advanced for down payment and closing costs. A listing of all families assisted, assistance amounts, copies of the recorded Deeds of Trust and Promissory Notes, and all applicable closing documents which reflect expenditures must be provided with Subrecipient bi-monthly report.

16. Administrative Requirements.

16.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of

24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 shall apply.

16.2 Documentation and Record-Keeping.

a. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken.

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.

(3) Records required to determine the eligibility of activities.

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.

(6) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.

(7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

(8) Records documenting compliance with environmental review regulations as required by 24 CFR Part 58.

b. Retention. The Subrecipient shall retain all written and electronic records pertinent to expenditures incurred under this Agreement for a period of four years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

c. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility,

and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

d. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Property Records. The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

f. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), submitting final close-out reports to the City and determining the custodianship of records.

g. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

16.3 Reporting and Payment Procedures.

a. Program Income. The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

b. Indirect Cost. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

c. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

d. Progress Report. The Subrecipient shall submit bi-monthly Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports are due no later than September 15th, November 15th, January 15th, March 15th, May 15th and July 15th of each year. The Subrecipient will submit other reports regarding contract activities and the demographics of the populations served upon the request of the City.

16.4 Procurement.

a. Compliance. The Subrecipient shall comply with City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. OMB Standards. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

c. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

17. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also

agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. Personnel and Participant Conditions.

18.1 Civil Rights

a. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the City and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18.2 Affirmative Action

a. Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. W/MBE. The Subrecipient will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The Subrecipient will include the provisions of subsections 18.1, Civil Rights and 18.2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients or subcontracts.

18.3 Employment Restrictions

a. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as

amended, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this subsection. Such documentation shall be made available to the City for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contracts engaged in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

c. "Section 3" Clause.

(1) Compliance. Compliance with the provisions of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs, and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

(1) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

(2) Content. The Subrecipient shall cause all the provisions of this Agreement in its entirety to be incorporated into and made a part of any subcontract executed in the performance of this Agreement.

(3) Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

c. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

d. Lobbying. The Subrecipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) It will require that the entire language of subsection 18.4(d)(4), Lobby Certification, be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. Copyright. If this Agreement results in any copyrightable materials or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

f. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

19. Environmental Conditions.

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (i) Clean Air Act, 42 U.S.C., 7401, et seq., (ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, and (iii) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

19.3 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

19.4 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as

amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

[SIGNATURE PAGE FOLLOWS]

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

"**Subrecipient**"

NEIGHBORHOOD HOUSING SERVICES OF SOUTHWESTERN MARICOPA COUNTY, an Arizona corporation

By:_____

Name: Carmen Sanchez

Its: Board Secretary

(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 _____, a(n) _____ _____, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NEIGHBORHOOD HOUSING SERVICES OF MARICOPA COUNTY

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Program Description

The Homebuyer assistance program is designed to assist low-income homebuyers who are able to purchase a home based on income, credit and job history but lack the savings to pay the down payment and closing costs. The two federal funding sources for the program, HOME and ADDI, carry different requirements but do not conflict. Both types of funds can be used to structure an assistance package for one buyer, but separate deeds of trust will be required corresponding to the different funding types.

2. Scope of Work

The Subrecipient will implement a homebuyer assistance program ("Program") funds in accordance with the Code of Federal Regulations 24 CFR part 92 using the following HOME and ADDI funds.

Funding Sources			
Source	2006/2007	2007/2008	Total
ADDI	$3,773	$3857	$7,630
HOME	$0	$138,320	$138,320
			$145,950

The Subrecipient must be capable of implementing all aspects of the Program including contract administration marketing, application intake, homebuyer counseling, homebuyer education, loan servicing and long term compliance. The requirements are expected to include, but may not be limited to the following.

a. Providing technical assistance to the general public in connection with the daily operation of the Homebuyer Assistance Program.
b. Prepare written administrative procedures to insure effective consistent implementation on a Homebuyer Assistance Program.
c. Process applications and create a waiting list of qualified applicants.
d. Review and screen applications relative to compliance with ADDI and HOME regulations.
e. Provide a formal homebuyer education curriculum.
f. Provide homebuyer counseling to assist new homebuyer with obtaining a mortgage lender and title company and assist with all aspects of the homebuyer process as necessary.
g. Conduct inspections of homes to ensure they are decent, safe and sanitary and free of lead based paint hazards.
h. Preparation of progress payments based and retention of 10% pending submission by contractor of inspection records, lien releases and warranties required by the City;
i. Maintain data and records for semi-annual Contractor and Subcontractor Activity Report required by HUD; and
j. Preparation of reports as required by the City.
k. Service housing rehabilitation loans.

3. Downpayment and Closing Cost Assistance

ADDI Funds

ADDI funds may be used to pay down payment and closing costs for the purchase of a new home by a first time homebuyer. ADDI assistance my not exceed the greater of $10,000 or 6% of the purchase price.

HOME Funds

HOME funds may be used to pay down payment and closing costs for the purchase of a new home by a first time homebuyer. HOME assistance for down payment and closing costs may not exceed $40,000.

4. Eligible Beneficiaries

Eligible beneficiaries are first time homebuyers with a projected annual household gross income that does not exceed 80% of the HUD Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner. Income must be determined and verified according to Section 8 guidelines. Homebuyers must have sufficient credit and income to obtain a sufficient mortgage to participate in the program. Buyer must contribute a minimum of $1,000 of their own funds. A first time homebuyers is an individual or family that has not owned a home during the three-year period prior to purchase of a home with HOME or ADDI assistance. Divorced or separated single parents and spouses who are have been out of the work force for the purpose of caring for a household are not bound by the three year restriction.

5. Eligible Property Types

Purchased homes must be within the City of Avondale. Eligible property types include single-family homes, town-homes and condominiums

6. Required Property Standards

Purchased homes must meet all City of Avondale codes and ordinances as well as Housing Quality Standards pursuant to 24 CFR 982.401. The Subrecipient shall inspect (or have inspected by a third party) each home prior to closing. The results of the inspection are to be documented in writing. Work required to correct code violations or the presence of lead based paint is to be documented. If lead is abated lead clearance is to be performed by a certified lead clearance professional. Homes to be purchased must meet accessibility standards if prospective occupants require special accommodations.

7. Maximum Home Price

The purchased homes may not exceed the 203 (b) Mortgage Insurance Limit of the National Housing Act applicable to Maricopa County (currently $263,150).

8. Minimum and Maximum State Investments

The maximum investment is $40,000. The minimum investment is $1,000.

9. Terms of Assistance to Homebuyers

Closing Costs Grants
Closing Costs will be provided in the form of a grant.

Down Payment Loans
Down payment assistance must be offered in the form of a loan (as opposed to a grant) due to federal affordability requirements. A purchased home must remain occupied by the assisted low-income family for a "period of affordability" (POF) corresponding to the level of assistance listed below.

Down Payment Assistance	Period of Affordability/Recapture Period
Under $15,000	5 years
$15,000 to $40,000	10 years

If the home is sold prior to the specified POF a pro-rata share of the assistance must be paid back to the beneficiary. The Subrecipient shall be listed as the beneficiary for all loans. All down payment loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and have a term equal to or greater than the affordability period. The Subrecipient my offer the following types of loans.

Forgivable Loans
Forgivable loans are non-interest bearing loans that carry a POF term in which the principle is reduced relative to the amount of time the buyer lives in the house. The prorata share of principle reduction can be determined monthly or annually. Payment reduction or forgiveness is conditioned upon the beneficiary complying with the Deed of Trust which includes the requirement that the property is maintained in good marketable condition.

Deferred Payment Loans
Deferred Payment Loans are interest or non-interest bearing loans that require a 100% lump sum repayment on a certain date or occurrence specified by the Subrecipient. If interest applies it can be collected in installments or at such time the principle if repaid. A common deferred payment method is the "due on sale" loan. Deferred Payment Loans require a repayment of 100% of the original assistance at the time the assisted home is sold.

10. Financial Underwriting

The Subrecipient is to review all primary mortgages prior to providing the assistance to ensure the following: 1) mortgage loans are 30 year fixed interest rate loans; 2) mortgage loans are not sub-prime loans; 3) mortgage loans have reasonable interest in line with current prevailing interest rates; 4) closing costs are not excessive; 5) lender fees are not excessive; and 6) mortgage lender underwriting is using debt ratios not to exceed 33% for the housing payment and 41% for maximum total debt (33/41). The Subrecipient must provide to the City its loan policies which include the criteria for determining whether to offer a forgivable loan or deferred payment loan.

11. Subordination of Down Payment Loan to Primary Mortgage Lender
Subrecipient down payment loan should be in second lien position but may subordinate further if necessary. No Subrecipient shall subordinate its loan position for the purpose of refinancing a primary mortgage if refinancing results in "cash-out" to the homeowner or an increase from the original monthly housing payment.

12. Eligible Costs
Eligible costs are down payment, principle buy-down, closing costs and accessibility improvements.

13. Eligible Soft Costs
Eligible Soft Costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, property inspection fees, housing counseling fees, Subrecipient services, lead testing services, environmental services, affirmative marketing and building permits.

14. Subrecipient Housing Rehabilitation Policies and Procedures
Subrecipient shall conduct homebuyer assistance activities in compliance with Homebuyer Assistance Policies and Procedures submitted with their proposal in response to NS06-017 Housing Rehabilitation Proposal which contain the following: .

a. Staffing and Administrative Structure
b. Marketing and advertising methodology
c. Application approval and waiting list procedures
d. Financial underwriting standards (containing maximum debt ratio of
e. Procurement procedures
f. Construction inspection process and payment procedures
g. Housing maintenance counseling procedures
h. Loan closing and recordation process
i. Loan servicing policies and procedures
j. Lien release procedures
k. Grievance and quality assurance procedures
l. Program income policies and procedures
m. Accounting procedures
n. Refinance and subordination policies
o. File retention procedures.

15. Liaison
The Subrecipient will be expected to maintain communication with City Staff and attend meetings as required with the City and other city, local and federal officials.

16. Schedule of Completion
Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the schedule below.

Schedule of Completion	
Task	Timeline

Program Outreach and Marketing	Ongoing
Application Review and Approval	Ongoing
Close 1 loans	10/31/2007
Close 2 loans	12/31/2008
Close 3 loans	2/28/2008
Close 4 loans	4/31/2008
Close 5 loans	6/30/2008

17. Subrecipient Housing Rehabilitation Policies and Procedures
Subrecipient shall conduct homebuyer assistance activities in compliance with Homebuyer Assistance Policies and Procedures submitted with their proposal in response to NS06-017 Housing Rehabilitation Proposal.

18. Subrecipient Staffing

The Subrecipient shall assign the following primary and secondary contact for contract transactions.

Primary Contact
Aurora Gonzales
(623) 932-9077
nhsswmc@mindspring.com

Secondary Contact
Manuela Carmen Guzman
(623) 932-9077
nhsswmc@mindspring.com

19. City of Avondale Staffing
The City of Avondale will assign the following staff as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
(623) 333-2715
arael@avondale.org
]

EXHIBIT B
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
Neighborhood Housing Services of Maricopa County

[Budget]

See following page.

CITY COUNCIL REPORT

SUBJECT:
Subrecipient agreement with FSL Home Improvements, Inc. for Housing Rehabilitation Services

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Andrew Rael, CDBG Program Manager (623)333-2715

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council approval is sought to enter into a contract with FSL Home Improvements, Inc. (FSL) in the amount of $360,318 to conduct a single family owner occupied housing rehabilitation program in Avondale. The one-year contract period is renewable for two additional years for a maximum of three years. The purpose of the program is to alleviate health and safety hazards in homes owned by low income persons and generally improve the condition of housing in low-income neighborhoods. Through this contract FSL will complete 12 emergency and 3 substantial housing rehabilitation projects.

BACKGROUND:

The Neighborhood and Family Services Department (NFS) in conjunction with the Finance Department conducted a Request for Proposals (RFP) process in March and April through which FSL was determined to have the capacity and experience to successfully implement a housing rehabilitation program for the City. The Housing Rehabilitation program will be funded with 2006-07 and 2007-08 CDBG and HOME funds. The program will be conducted primarily in the target neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista but will be available city-wide for low-income persons needing handicapped accessibility improvements to their homes. The program is available to homeowners earning up to 80% of the HUD Area Median Income ($48,100 for a family of 4) whose homes have health and safety hazards and are generally in substandard condition. FSL will implement all aspects of the program including marketing and outreach, homeowner eligibility, work write-ups, City permitting, construction management and compliance with all local, state and federal regulations.

DISCUSSION:

The RFP for the Housing Rehabilitation program required that respondents be non-profit organizations with at least five years of experience operating single-family owner occupied housing rehabilitation programs. FSL possesses substantial experience and a history of success with single family owner occupied housing rehabilitation programs. FSL has successfully completed housing rehabilitation contracts for the municipalities of Tolleson, Surprise, Scottsdale, Phoenix and the Arizona Department of Housing.

The Neighborhood and Family Services Commission reviewed this item and voted to recommend to City Council the approval of the contract with FSL Home Improvements, Inc. for housing rehabilitation services.

BUDGETARY IMPACT:

CDBG and HOME funds have been previously allocated for Housing Rehabilitation in the City's 2006-07 budget and the 2007-08 budget including city matching funds.

RECOMENDATION:

Approve the contract with FSL Home Improvements, Inc. for an amount not to exceed $360,318.

ATTACHMENTS:

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- AGR

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS, INC.

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made as of May 21, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and FSL Home Improvements, Inc., an Arizona corporation (the "Subrecipient").

RECITALS

A. The City has received Community Development Block Grant ("CDBG") Funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38, or Home Investment Partnership Funds ("HOME") Funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134;

B. The City issued a Request for Proposals (the "RFP") seeking statements of qualifications from Subrecipients to implement federal housing programs;

C. The Subrecipient responded to the RFP and the City desires to enter into an Agreement with Subrecipient for single family housing rehabilitation (the "Services"); and

D. The City wishes to engage the Subrecipient to assist the City in utilizing such funds to provide affordable housing opportunities in Avondale.

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 Subrecipient 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 July 31, 2008.

2. Scope of Work. The Subrecipient 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 Subrecipient a price not to exceed $360,318.00 for the Services as set forth in the Budget for Emergency Rehabilitation and the Budget for Substantial Rehabilitation, attached hereto as Exhibit B and Exhibit C respectively and incorporated herein by reference.

4. Payments. The City shall pay the Subrecipient pursuant to subsection 16.3(c) below. Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards specified in the Office of Management and Budget ("OMB") Circular A-110.

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

6. Subrecipient Personnel. Subrecipient shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Subrecipient agrees to assign specific individuals to key positions. Subrecipient 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, Subrecipient 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 Subrecipient's performance. The Subrecipient shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Subrecipient shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Subrecipient. The City has no obligation to provide Subrecipient, 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 Subrecipient.

9. Performance Warranty. Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient, Subrecipient 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 Subrecipient. 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 Subrecipient 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. Subrecipient'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 Subrecipient. Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient. Subrecipient 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, Subrecipient shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Subrecipient'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 Subrecipient'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) Subrecipient'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 Subrecipient 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.

k. Bonding and Insurance. The Subrecipient shall comply with the insurance requirement of OMB Circular A-110.

l. Grantor Recognition. The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Subrecipient 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. Subrecipient 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 Subrecipient'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 Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient 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. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient'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, Subrecipient 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 Subrecipient of written notice by the City. Upon termination for convenience, Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient or any agent or representative of the Subrecipient 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 Subrecipient 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. Subrecipient, 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 Subrecipient, its employees or subcontractors. The Subrecipient, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Subrecipient meets the requirements of its agreed scope of work as set forth in Section 2 above. Subrecipient is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Subrecipient do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Subrecipient 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 Subrecipient is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws, (iii) existing and future Occupational Safety and Health

Administration ("OSHA") standards, (iv) the provisions of 24 CFR, Part 570, CDBG, as revised, (v) the provisions of 24 CFR Part 92, HOME, as revised, and (vi) the provisions contained in the City of Avondale Consolidated Plan. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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 Subrecipient.

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 Subrecipient is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Subrecipient 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 Subrecipient shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Subrecipient in violation of this provision shall be a breach of this Agreement by Subrecipient.

14.9 Subcontracts. No subcontract shall be entered into by the Subrecipient with any other party to furnish any of the material or services specified herein without the prior

written approval of the City. The Subrecipient 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 Subrecipient 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 Subrecipient:	FSL Home Improvements, Inc. 3051 South 45th Street Phoenix, Arizona 85040 Facsimile: 480-784-1904 Attn: JoAnn Thorpe

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 Subrecipient 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 Subrecipient's duties under this Agreement. Persons requesting such information should be referred to the City. Subrecipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Subrecipient as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

15. Special Conditions.

15.1 Rehabilitation. Subrecipient shall complete an environmental review on each property to be assisted. A listing of all families assisted, assistance amounts and pictures of before and after pictures must be provided with Subrecipient bi-monthly report.

16. Administrative Requirements.

16.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 shall apply.

16.2 Documentation and Record-Keeping.

a. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken.

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.

(3) Records required to determine the eligibility of activities.

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.

(6) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.

(7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

(8) Records documenting compliance with environmental review regulations as required by 24 CFR Part 58.

b. Retention. The Subrecipient shall retain all written and electronic records pertinent to expenditures incurred under this Agreement for a period of four years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

c. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

d. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Property Records. The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

f. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), submitting final close-out reports to the City and determining the custodianship of records.

g. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

16.3 Reporting and Payment Procedures.

a. Program Income. The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

b. Indirect Cost. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

c. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

d. Progress Report. The Subrecipient shall submit bi-monthly Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports are due no later than September 15th, November 15th, January 15th, March 15th, May 15th and July 15th of each year. The Subrecipient will submit other reports regarding contract activities and the demographics of the populations served upon the request of the City.

16.4 Procurement.

a. Compliance. The Subrecipient shall comply with City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. OMB Standards. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

c. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

17. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. Personnel and Participant Conditions.

18.1 Civil Rights

a. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the City and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18.2 Affirmative Action

a. Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. W/MBE. The Subrecipient will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The Subrecipient will include the provisions of subsections 18.1, Civil Rights and 18.2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients or subcontracts.

18.3 Employment Restrictions

a. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor

standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this subsection. Such documentation shall be made available to the City for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contracts engaged in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

c. "Section 3" Clause.

(1) Compliance. Compliance with the provisions of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing

construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs, and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

(1) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

(2) Content. The Subrecipient shall cause all the provisions of this Agreement in its entirety to be incorporated into and made a part of any subcontract executed in the performance of this Agreement.

(3) Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

c. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

d. Lobbying. The Subrecipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) It will require that the entire language of subsection 18.4(d)(4), Lobby Certification, be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. Copyright. If this Agreement results in any copyrightable materials or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

f. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

19. Environmental Conditions.

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (i) Clean Air Act, 42 U.S.C., 7401, et seq., (ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, and (iii) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

19.3 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

19.4 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic

Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

[SIGNATURE PAGE FOLLOWS]

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

"**Subrecipient**"

FSL HOME IMPROVEMENTS, INC., an Arizona corporation

By:_____

Name: Guy Mikkelsen

Its: President

(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 Guy Mikkelsen as President of FSL HOME IMPROVEMENTS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS, INC.

[Scope of Work]

See following pages.

1. Scope of Work

The Subrecipient will implement an owner-occupied housing rehabilitation program ("Program") funded with the following Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds.

Funding Sources			
Source	2006/2007	2007/2008	Total
CDBG	$138,863	$50,683	$189,546
HOME	$136,618	$0	$136,618
HOME Match	$34,154		$34,154
			$360,318

It is expected that approximately 12 emergency rehabilitations can be completed with CDBG funds and 3 substantial rehabilitations can be completed with HOME funds.

The Subrecipient shall implement all aspects of the Program including contract administration marketing, application intake, work write-ups, contractor procurement, construction management, homeowner counseling, warranty enforcement, loan servicing and long term compliance. The requirements include, but are not be limited to the following.

a. Provide technical assistance to the general public in connection with the daily operation of the Rehabilitation Program.
b. Disseminate information about the rehabilitation program and solicit applications from homeowners in the Las Ligas, Rio Vista, Old Town and Cashion neighborhoods.
c. Review applications and create a waiting list of qualified applicants.
d. Inspect homes of qualified applicants and develop a scope of work to correct code problems, remove health and safety hazards and provide accessibility to persons with special needs.
e. Prepare a line item cost estimate for the rehabilitation work specific to each trade.
f. Obtain approval from the homeowner for the rehabilitation scope of work.
g. Obtain building permits.
h. Procure general contractor for rehabilitation work.
i. Execute and administer construction contracts with general contractors.
j. Comply with HUD Lead-Based Paint Guidelines.
k. Monitor and inspect construction work and ensure that any changes follow predetermined contract change order and contract amendment procedures.
l. Make payments to general contractor on a reimbursement basis for work completed ensuring all lien waivers warranty commitments and homeowner acceptance are obtained prior to final payment.
m. Maintain data and records for semi-annual Contractor and Subcontractor Activity Report required to HUD.
n. Provide bi-monthly progress reports to the City and other reports as required.
o. Maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG program.

p. Service housing rehabilitation loans.

2. Eligible Rehabilitation Activities

Emergency Rehabilitation The immediate repair of one or several items required to ensure the health, safety and welfare of the occupants including the repair of electrical, plumbing, heating, cooling, roofing and structural systems. The provision of handicapped accessibility is an emergency repair. Emergency Repair may be provided regardless of the condition of the home. All emergency rehabilitation, with the exception of handicapped accessibility must be funded with CDBG.

Substantial Rehabilitation The repair of several items in a home that are in substandard and deteriorating condition for the purpose of bringing the entire property up to current city code. Certain structural items such as building placement, ceiling height and window and door openings may be excepted from full compliance with city codes based on the age of housing and the infeasibility of making corrections. Substantial rehabilitation may only be provided to properties that are structurally sound and which can sustain the value of the rehabilitation. Manufactured housing is not eligible for Substantial Rehabilitation.

3. Eligible Beneficiaries

Homeowners who hold fee simple title to their home and who occupy it as their sole residence. The ownership interest in the subject home must be free of restrictions or encumbrances that unduly restrict the marketable nature of the home such as liens and non owner-occupants named on a deed. Limited title searches must be conducted. Homeowners must have a projected annual household gross income that does not exceed 80% of the area median income adjusted by household size at the time the rehabilitation commitment is made to the homeowner. Income must be determined and verified according to Section 8 guidelines.

4. Eligible Property Types

Eligible property types include single-family homes, town-homes and condominiums. Manufactured housing permanently affixed to real property held in fee simple title by the occupant are eligible for emergency repair only.

5. Lead Based Paint

All rehabilitation work shall be in compliance with 24 CFR Part 35.

6. Environmental Reviews

Subrecipient shall complete a site specific environmental review (Appendix A) for each home to be rehabilitated to assess issues related to the following: 1) historic preservation; 2) airport clear zones; and 3) explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals or gases.

7. Required Property Standards

All work shall be performed in accordance with City of Avondale codes and ordinances as well as the Maricopa Consortia Rehabilitation Standards.

8. Maximum Property Value
To be eligible the after rehabilitation value of the home may not exceed the FHA 203(b) insuring limit for single-family properties. Currently the limit is $263,150. The after-rehabilitation value must be estimated by determining the market value of comparable properties in the area.

9. Minimum and Maximum Investments
The minimum rehabilitation construction cost is $1,000 and the maximum is determined by subtracting the Maricopa County Assessors current assessed full value of the property from the FHA 203(b) mortgage insuring limit for Maricopa City.

10. Terms of Assistance to Beneficiaries (Loans Only)
Rehabilitation assistance must be offered in the form of a loan (as opposed to a grant) due to City affordability requirements. A rehabilitated home must remain occupied by the assisted low-income family for a "period of affordability" (POF) corresponding to the level of assistance listed below.

If the home is sold prior to the specified POF a pro-rata share of the assistance must be paid to the City. The Subrecipient shall be listed as the beneficiary for all loans. All program income will be used by the Subrecipient for housing rehabilitation activities. All rehabilitation loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and have a term equal to or greater than the affordability period. The Subrecipient my offer the following types of loans.

Forgivable Loans
Forgivable loans are non-interest bearing loans that carry a POF term in which the principle is reduced relative to the amount of time the buyer lives in the house. The pro-rata share of principle reduction can be determined monthly or annually. Payment reduction or forgiveness is conditioned upon the beneficiary complying with the Deed of Trust which includes the requirement that the property is maintained in good marketable condition.

Deferred Payment Loans
Deferred Payment Loans are interest or non-interest bearing loans that require a 100% lump sum repayment on a certain date or occurrence specified by the Subrecipient. If interest applies it can be collected in installments or at such time the principle if repaid. A common deferred payment method is the "due on sale" loan. Deferred Payment Loans require a repayment of 100% of the original assistance at the time the assisted home is sold.

Rehabilitation Construction Cost	Period of Affordability/Recapture Period
Under $15,000	5 years
$15,000 to $40,000	10 years
Over $40,000	15 years

The Subrecipient must provide to the City its loan policies which include the criteria for determining whether to offer a forgivable loan or deferred payment loan. No Subrecipient shall subordinate its loan position for refinancing that results in "cash-out" to the homeowner or an increase in the monthly housing payment. All loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and have a term equal to or greater than the affordability period.

11. Eligible Hard Costs
Eligible hard costs include any demolition, construction, trade work and finish work, lead based paint abatement, on-site grading, on- site drainage, on- site utilities, sewer and water hook-ups to City main lines, xeriscape landscaping and limited fencing.

12. Eligible Soft Costs
Eligible Soft Costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, architectural services, engineering services, environmental reviews, affirmative marketing, temporary relocation of homeowners including utility hook-ups, moving expenses, security deposits and rent.

13. Rehabilitation Construction
Subrecipient will use licensed contractors to complete the rehabilitation work. Bid, performance and construction bonds are not required of the contractors.

14. Schedule of Completion
Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the schedule below.

Schedule of Completion	
Task	Timeline
Program Outreach and Marketing	Ongoing
Application Review and Approval	Ongoing
Complete 3 Rehabilitation Projects	10/31/2007
Complete 6 Rehabilitation Projects	1/31/2008
Complete 9 Rehabilitation Projects	4/31/2008
Complete 12 Rehabilitation Projects	7/31/2008

15. Subrecipient Housing Rehabilitation Policies and Procedures
Subrecipient shall conduct housing rehabilitation activities in compliance with Housing Rehabilitation Policies and Procedures submitted with their proposal in response to NS07-017 Housing Rehabilitation Proposal.

16. Subrecipient Staffing

The Subrecipient shall assign the following primary and secondary contact for contract transactions.

Primary Contact
JoAnne Thorpe
Housing Rehabilitation Supervisor
(480) 784-1900 ext. 15
jthorpe@fsl.org

Secondary Contact
DJ Gibson
Housing Rehabilitation Specialist
(480) 784-1900
djgibson@fsl.org

17. City of Avondale Staffing
The City of Avondale will assign the following staff as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
(623) 333-2715
arael@avondale.org
]

EXHIBIT B
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS, INC.

[BUDGET FOR EMERGENCY REHABILITATION]

See following page.

City of Avondale Budget

Recipient	FSL Home Improvements Inc.			Date	27-Apr-07
Contract No		Contract Period	June 30, 2007 - July 31, 2008		
Activity	Emergency Rehabilitation				
Recipient Address	3051 S. 45th Street	City	Avondale	Zip	85040
Contact Person	JoAnn Thorpe, M.B.A.	email	jthorpe@fsl.org	Phone	(480) 784-1900 ext 45
NFS Representative	Andrew Rael	email	arael@avondale.org	Phone	(623) 333-2715

a	b	c	d	e
Budget Line Item	2007/2008 CDBG Funds	Other Funds	Other Funds	Total Budget
Salaries/Fringe	$21,117.00			$21,117.00
Direct Administration	$17,231.00			$17,231.00
Rehabilitation Construction	$146,756.00			$146,756.00
Rehabilitation Services				$0.00
Relocation				$0.00
Project Related Soft Costs	$900.00			$900.00
Indirect Administration	$3,542.00			$3,542.00
				$0.00
Totals $0.00	$189,546.00	$0.00	$0.00	$189,546.00

EXHIBIT C
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS, INC.

[BUDGET FOR SUBSTANTIAL REHABILITATION]

See following page.

City of Avondale Budget

Recipient	FSL Home Improvements Inc.			Date	27-Apr-06
Contract No		Contract Period	June 30, 2007 - July 31, 2008		
Activity	Substantial Rehabilitation				
Recipient Address	3051 S. 45th Street	City	Phoenix	Zip	85040
Contact Person	JoAnn Thorpe, M.B.A.	email	jthorpe@fsl.org	Phone	(480) 784-1900 ext 45
NFS Representative	Andrew Rael	email	arael@avondale.org	Phone	(623) 333-2715

a	b	c	d	e
Budget Line Item	HOME Funds	Other Funds	Other Funds	Total Budget
Salaries/Fringe	$21,117.00			$21,117.00
Direct Administration	$15,525.00			$15,525.00
Rehabilitation Construction	$116,883.00			$116,883.00
Rehabilitation Services	$5,400.00			$5,400.00
Relocation	7,500.00			$7,500.00
Project Related Soft Costs	$900.00			$900.00
Indirct Administration	$3,447.00			$3,447.00
				$0.00
Totals $0.00	$170,772.00	$0.00	$0.00	$170,772.00

CITY COUNCIL REPORT

SUBJECT:
Resolution 2647-507 - setting forth the fiscal year 2007-2008 tentative budget

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To adopt a resolution, setting forth the fiscal year 2007-2008 tentative budget and establish the City's annual expenditure limitation in the amount of $267,965,710.

BACKGROUND:

On April 28,2007, the City Manager presented his recommended budget to the Mayor and Council for the 2007-2008 fiscal year. Revenue projections were reviewed as well as were each department's budget and supplemental requests.

In conformance with State law and the City Charter, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures for fiscal year 2007-2008. The total budget may be reduced prior to final adoption, but cannot be increased.

DISCUSSION:

The combined operating and capital budget for fiscal year 2007-2008 totals $267,965,710. The budget has been structurally balanced with ongoing revenues used to fund ongoing expenditures. Total revenues anticipated for fiscal year 2007-2008 are $209,026,100. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

Supplemental requests approved by Council total $9,817,680. These requests include the addition of 24 positions throughout the organization. Including position adjustments made during the current fiscal year, staffing has increased from 506.5 positions to 539.5. The schedule of authorized positions is attached for your review.

Carryover appropriation is used for projects or purchases that were planned for the current year but will not be completed until next fiscal year. Since appropriations lapse on June 30, this appropriation must be included in the tentative budget to ensure the spending authority is included in the maximum limit. Carryovers were adjusted from the amounts presented on April 28, 2007 to include the Arts Commission funding and a dump truck for the Water Resources Department. Carryover requests total $51,308,040 most of which is needed to complete capital projects. This amount may decrease after actual expenditures have been analyzed and the 2006-2007 fiscal year is closed.

During the work session on April 28, 2006, Council requested that additional funding be allocated for Economic Development marketing. In addition, a few items were identified that require appropriation in next year's budget. The E-Citation program approved in the current fiscal year for the Police and City Court Departments requires an addition allocation of $19,200 to fully implement the program. The City Court also identified the need for a Court Security Guard to help avoid escalating costs of court security. To help address the Council's goal of improving quality of life, a Landscape Architect has also been added to the Development

Services budget and staffing levels. In addition, funding for the KEYS program was removed from the line item budget and added to the contibutions assistance program. The changes to supplemental requests are summarized in the table below:

Landscape Architect	112,970
E-Citation System	19,200
Court Security Guard	12,950
Additional Marketing	25,000
	$ 170,120

Other changes include the Indian School Bypass – Streetlight project increase of $90,000 to cover work required by Arizona Public Service (APS) to complete the project and the addition of $5,000 in appropriation for the Volunteer Firefighters Pension fund.

The tentative budget is presented on forms prescribed by the Auditor General. The forms include a summary of the City's tax levy and tax rate information. The total tax rate is expected to remain at $1.169 for fiscal year 2007-2008. The official budget forms will be published as required for two consecutive weeks in a newspaper of general circulation along with notices of public hearing on the final budget and the property tax levy. The following list shows the timeline for all actions required for formal adoption of the City's annual budget:

May 21st	Adopt tentative budget
June 1st	1st publication of tentative budget and truth in taxation notice
June 12th	2nd publication of tentative budget and truth in taxation notice
June 18th	Hold public hearing on budget, property tax levy and Truth in Taxation.
	Convene special meeting adopt final budget.
July 2nd	Adopt property tax levy

BUDGETARY IMPACT:

Adoption of this resolution will establish the maximum expenditures levels for FY 2007-08.

RECOMENDATION:

Staff recommends that Council adopt a resolution setting forth the fiscal year 2007-2008 budget and authorize staff to proceed with the required publication process.

ATTACHMENTS:

Click to download

- Supplemental Summary
- RES - 2647-507

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
101 General Fund					
City Council					
City Council					
101 5000	-	Memberships	3,500	-	3,500
	-	Other Professional Services	700	-	700
	-	Meeting Expense	5,000	-	5,000
	-	Office Supplies	500	-	500
	0.0	**Total City Council**	**9,700**	**-**	**9,700**
City Administration					
City Administration					
101 5100	-	NFBPA Luncheon	500	-	500
Grants Administration					
101 5103	-	Creation of Grants Administration	8,770	-	8,770
	0.0	**Total City Administration**	**9,270**	**-**	**9,270**
Information Technology					
Information Technology					
101 5120	1.0	Wireless Network Engineer	98,180	3,370	101,550
	1.0	System Administrator	98,180	3,370	101,550
	-	Increase in Xiotech Maintenance	14,500	-	14,500
	-	Contractual Web Design Services	-	50,000	50,000
	-	Internet Security Infrastructure	40,430	78,320	118,750
	-	Upgrade of tape backup system	-	105,000	105,000
	2.0	**Total Information Technology**	**251,290**	**240,060**	**491,350**
Community Relations					
Public Information Office					
101 5110	-	RAVE Review	63,100	-	63,100
	-	City-Sponsored Events	19,200	-	19,200
	-	Citizen Leadership Academy	4,760	-	4,760
	-	Membership	22,830	10,350	33,180
	-	Channel 11 Improvements	1,000	8,000	9,000
	-	Training	800	1,900	2,700
	-	License	600	-	600
	-	Annual City Calendar/Report	9,600	-	9,600
	-	Long Distance & Cell Charges	1,460	-	1,460
Intergovernmental Affairs					
101 5130	-	Subscriptions	6,150	-	6,150
	-	Training	-	900	900
Public Information Office					
101 8125	-	RAVE Review	(10,000)	-	(10,000)
	0.0	**Total Community Relations**	**119,500**	**21,150**	**140,650**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
Field Operations					
Field Operations Administration					
101 5210	-	Meeting Expense	700	-	700
	-	Training	1,500	-	1,500
	-	Overtime- admin	1,170	-	1,170
	-	Radio Equipment	-	8,000	8,000
	-	Security Services	20,600	-	20,600
	0.0	**Total Field Operations**	**23,970**	**8,000**	**31,970**
Non-Departmental					
Non-Departmental					
101 5300	-	Fleet Services Equipment Funding	-	28,200	28,200
	0.0	**Total Non-Departmental**	**-**	**28,200**	**28,200**
Development Services					
Engineering Plan Review					
101	1.0	Landscape Architect	109,640	3,330	112,970
5405	-	Meeting Expenses	600	-	600
	-	Books and Pamphlets	1,000	-	1,000
Development Services Center					
101 5415	-	Development Services Center Supervisor Training	3,000	-	3,000
	-	Meeting Expenses	600	-	600
	-	Books and Pamphlets	1,000	-	1,000
	-	Overtime	1,170	-	1,170
Development Svcs Administration					
101 5430	-	Postage	100	-	100
	-	Long Distance/Cell Phone Charges	660	-	660
	-	Memberships	420	-	420
	-	Training	1,000	-	1,000
	-	Meeting Expenses	600	-	600
	-	Printing	100	-	100
	-	Office Supplies	500	-	500
	-	Professional and Consultant Fees	-	25,000	25,000
	-	Auto CAD Licensing Fees	700	-	700
	-	ArcGIS Software Licenses, Renewals, and Compute	1,500	4,680	6,180
	1.0	**Total Development Services**	**122,590**	**33,010**	**155,600**
Long Range Planning					
Long Range Planning					
101 5480	-	Long Range Planning Budget	13,250	17,200	30,450
	-	City Center Area Plan	-	90,020	90,020
	-	South Avondale General Plan Amendment	-	350,000	350,000
	-	ASU Decision Theatre	-	50,000	50,000
	-	Commercial Design Guidelines	-	50,000	50,000

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
Long Range Planning					
101 5480	-	Incremental Zoning Ordinance Updates	-	100,000	100,000
	-	Revised Subdivision Regulations	-	50,000	50,000
	0.0	**Total Long Range Planning**	**13,250**	**707,220**	**720,470**
Finance & Budget					
Financial Services					
101 5600	-	Finance and Banking Fees/Contractual Maintenance	17,000	-	17,000
	-	Overtime	17,750	-	17,750
	-	Arbitrage Rebate Consultant	-	50,000	50,000
Water Billing					
101 5630	-	Increase in New Water Customers	14,500	25,000	39,500
	-	Overtime	17,750	-	17,750
	0.0	**Total Finance & Budget**	**67,000**	**75,000**	**142,000**
Human Resources Department					
Human Resources					
101 5700	-	Applicant Tracking System	10,000	-	10,000
	-	Classification and Compensation Study	-	100,000	100,000
	-	Employee Wellness Program	9,000	-	9,000
	-	Benefits Consultant	10,000	-	10,000
	-	EAP - St. Luke's Service	4,400	-	4,400
	-	The Marvin Andrews Urban Management Fellows P	-	16,500	16,500
Organizational Training & Development					
101 5725	-	Organizational Improvement Efforts	9,700	-	9,700
	-	Performance Management Training	3,000	-	3,000
	-	Hispanic Cultural Awareness Diversity Program	3,800	-	3,800
	-	Memberships	640	-	640
	0.0	**Total Human Resources Department**	**50,540**	**116,500**	**167,040**
Engineering Department					
Engineering					
101 5900	-	Increase Memberships	1,600	-	1,600
	-	Consulting Services	-	50,000	50,000
	-	Toughbook for Engineering Construction Inspector	3,340	7,710	11,050
	-	Toughbook for Engineering Construction Inspector	3,340	7,710	11,050
	-	Toughbook for Engineering Construction Inspector	3,340	7,710	11,050
	-	Toughbook for Engineering Construction Inspector	3,340	7,710	11,050
NPDES Program					
101 5927	-	NPDES Program	33,000	-	33,000
	0.0	**Total Engineering Department**	**47,960**	**80,840**	**128,800**
City Clerk					
City Clerk					
101 6000	1.0	Sr. Administrative Clerk	48,450	15,600	64,050

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
City Clerk					
101 6000	-	Publication of Legal Notices	20,000	-	20,000
	-	Bulletin boards for posting agendas	-	5,500	5,500
	-	Lectern for Council Chambers	-	1,500	1,500
	-	Training	3,500	-	3,500
	-	Temporary Help	-	1,000	1,000
	-	Additional chairs for the Council chambers	-	3,200	3,200
Elections					
101 6002	-	Elections	-	25,000	25,000
Picnic					
101 6003	-	Employee Recognition Event	5,000	-	5,000
	1.0	**Total City Clerk**	**76,950**	**51,800**	**128,750**
Police					
Police Administration					
101 6110	-	International Assoc of Crime Analyst Conference	2,000	-	2,000
	-	Law Enforcement Communications	-	10,000	10,000
Professional Standards Bureau					
101 6115	-	PSB Supervisor	10,540	-	10,540
Police-Communications					
101 6116	1.0	Dispatch Supervisor	89,160	20	89,180
	-	Radio Subscriber Fees	80,900	-	80,900
Police--Detention Services					
101 6173	1.0	Detention Officer	68,020	8,050	76,070
	-	Transport Vehicle	21,940	65,710	87,650
Police--Patrol					
101 6174	1.0	Police Officer	107,450	47,760	155,210
	1.0	Police Officer	89,440	8,050	97,490
	1.0	Police Officer	89,440	8,050	97,490
	1.0	Police Officer	89,440	8,050	97,490
	1.0	Patrol Lieutenant	151,140	51,550	202,690
	-	Three Police Vehicles	54,030	119,130	173,160
	-	Laptops for Patrol Lieutenants	8,480	11,000	19,480
	-	SWAT Equipment - Up Armor of Vehicle	-	3,000	3,000
	-	SWAT Equipment - Sniper Rifle	-	2,990	2,990
Police--Investigations					
101 6175	-	AFIS Livescan	9,200	-	9,200
	-	CIB Standby Pay	8,790	-	8,790
	-	CIB Supervisor Vehicle	7,570	25,000	32,570
	7.0	**Total Police**	**887,540**	**368,360**	**1,255,900**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
City Court					
Court					
101 6200	-	Finance and Banking Fees	4,000	-	4,000
	-	Interpreter Fees	8,500	-	8,500
	1.0	Court Clerk II	51,680	-	51,680
	-	VAS Annual Fee	2,150	-	2,150
	-	Temporary Help for Photo/Red Light Running	-	20,000	20,000
	1.0	Court Security Officer	(43,130)	-	(43,130)
	-	E-Citation Costs	19,200	-	19,200
Court Security					
101 6205	1.0	Court Security Officer	56,080	-	56,080
	3.0	**Total City Court**	**98,480**	**20,000**	**118,480**
Fire					
Fire--Community Services					
101 6305	-	Contract Nursing Support	5,610	-	5,610
	-	Community Service Programs	5,000	2,200	7,200
	-	Contract Plan Review & Inspection Services	-	125,000	125,000
Fire--Administration					
101 6310	-	Fire Department Master Plan	-	85,000	85,000
Fire - EOC Ops					
101 6320	-	EOC Configuration	920	38,750	39,670
Fire--Professional Development					
101 6325	-	Regional Public Safety Training Center	49,140	7,550	56,690
	-	Emergency Management & Community Services Tr	3,000	-	3,000
	-	Technical Rescue Training	25,800	-	25,800
Fire--Intervention Services					
101 6330	-	Phoenix Dispatch Fees	44,690	-	44,690
	-	EMS Paperless Charting	8,400	36,000	44,400
	1.0	Firefighter	72,270	12,000	84,270
	1.0	Firefighter	72,270	12,000	84,270
	1.0	Firefighter	72,270	12,000	84,270
	1.0	Administrative Secretary - Fire Prevention	34,650	-	34,650
	-	Temporary Assignment Pay-Shift Personnel	23,630	-	23,630
	-	Facility Modifications - Station 171	-	15,000	15,000
	-	Equipment / Supplies	5,000	3,000	8,000
	-	Fire Overtime	-	115,290	115,290
	1.0	Firefighter/Glendale HALO IGA*	72,270	12,000	84,270
	5.0	**Total Fire**	**494,920**	**475,790**	**970,710**
Economic Development					
Economic Development					
101 6700	-	Economic Opportunities	-	500,000	500,000

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
Economic Development					
101 6700	-	Addtional Training Economic Development Institute	-	2,250	2,250
	-	Printing Marketing Materials	-	8,000	8,000
	-	Client Development - Tradeshow Materials	-	5,000	5,000
	-	Special Marketing Events/Fiesta Bowl, Superbowl,	-	50,000	50,000
	-	SW Valley Chamber of Commerce - Investment	-	18,000	18,000
	-	Promotion - ASU Technopolis	-	5,000	5,000
	-	Promotion AAED	-	5,000	5,000
	0.0	**Total Economic Development**	**-**	**593,250**	**593,250**
Parks, Recreation & Libraries					
Grounds Maintenance					
101 5220	-	Additional Overtime	3,830	-	3,830
	-	Additional Repair and Maintenance	22,000	-	22,000
	-	Weed Spraying for Parks and Facilities	15,000	-	15,000
	-	Additional Water Costs	40,000	-	40,000
	-	Additional Electric Costs for Parks	50,000	-	50,000
	0.5	Regular Part Time Employee	11,330	-	11,330
	0.5	Regular Part Time Employee	11,330	-	11,330
Building Maintenance					
101 5420	-	Additional Overtime	6,270	-	6,270
	-	Additional Janitorial Services	85,700	-	85,700
	-	Additional Repair and Maintenance	33,800	-	33,800
	-	Safety Signs	-	5,000	5,000
	-	Seimans Building Technologies Contract	22,100	-	22,100
	-	Trash Hauling Services for City Facilities	19,160	-	19,160
	-	Additional Pest Control	6,850	-	6,850
	-	Parking Lot Overlays	10,000	-	10,000
	-	Additional Water Costs	19,000	-	19,000
	-	Security guard at the MOSC	8,000	-	8,000
	-	Operable Wall for MOSC Conference Room	-	38,500	38,500
	-	City Wide Entry Corridor Signs	-	75,000	75,000
Recreation					
101 8125	-	Special Event Development and Enhancement	-	16,000	16,000
	-	Design of Shade Canopy for Ampitheater	-	10,000	10,000
	1.0	**Total Parks, Recreation & Libraries**	**364,370**	**144,500**	**508,870**
Neighborhood & Family Services					
Community/Neighborhood Services					
101 7500	-	Community Health Liaison - Contractual	-	70,490	70,490
Social Services					
101 7501	-	West Valley Human Services Alliance	2,500	-	2,500

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
Neighborhood & Family Services					
Code Enforcement					
101 7505	-	Overtime Funding for Code Enforcement Division	23,720	-	23,720
	0.0	**Total Neighborhood & Family Services**	**26,220**	**70,490**	**96,710**
	20.0	**Total Requests General Fund**	**2,663,550**	**3,034,170**	**5,697,720**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
201 Highway User Revenue Fund					
Field Operations					
Streets					
201 6600	-	Roadway Median Maintenance	10,000	-	10,000
	-	Median Islands Landscaping Improvements	-	38,400	38,400
	-	Water	10,000	-	10,000
	-	Asphalt Box For Patch Truck	-	58,000	58,000
	-	Asphalt Zipper	25,000	106,000	131,000
	-	Overtime- Streets	12,550	-	12,550
	-	Weed Spraying	10,000	-	10,000
	-	Dead Animal Pickup	12,000	-	12,000
	-	Radio Equipment	-	66,000	66,000
	0.0	**Total Field Operations**	**79,550**	**268,400**	**347,950**
Development Services					
Engineering Plan Review					
201 5405	1.0	Traffic Review Engineer	109,770	3,430	113,200
	1.0	**Total Development Services**	**109,770**	**3,430**	**113,200**
Engineering Department					
Traffic Engineering					
201 5925	1.0	Assistant Traffic Engineer	109,770	3,430	113,200
	-	Illuminated Street Signs Upgrade	20,000	-	20,000
	-	Emergency/Knockdown Streetlight Maintenance Co	15,000	-	15,000
	-	Traffic Safety Program	50,000	25,000	75,000
	-	Traffic Operations Center (CMAQ/ITS)	-	500,000	500,000
	-	Striping Maintenance	12,000	-	12,000
	-	Power Inverter & Arrowhead for Sign Truck	-	2,500	2,500
	-	Cell Phone Maintenance Charges	960	-	960
	-	Software Maintenance/Subscriptions	1,300	-	1,300
	-	Sign Plotter	-	12,000	12,000
	-	Increase Overtime	2,390	-	2,390
	-	Traffic Signal Upgrades	-	50,000	50,000
	-	Painting of Traffic Signal Poles	20,000	-	20,000
	-	Electricity	163,200	-	163,200
	-	Security Guard Services	8,400	-	8,400
	1.0	**Total Engineering Department**	**403,020**	**592,930**	**995,950**
	2.0	**Total Requests Highway User Revenue Fund**	**592,340**	**864,760**	**1,457,100**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
202 Senior Nutrition					
Parks, Recreation & Libraries					
Congregate Meals					
202 7120	-	Congregate Meal Program Food	9,720	-	9,720
Home Delivered Meals					
202 7121	-	Home Delivered Meals Food	9,720	-	9,720
	0.0	**Total Parks, Recreation & Libraries**	**19,440**	**-**	**19,440**
	0.0	**Total Requests Senior Nutrition**	**19,440**	**-**	**19,440**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
215 Transit Fund					
City Administration					
Transit Operations					
215 5113	-	Transit Operations	4,880	750	5,630
	-	Phoenix FTA Contractual Agreement for Operation	63,840	-	63,840
	-	RPTA Contractual Agreement for Marketing	10,000	-	10,000
	-	Membership Fees: Community Transportation Asso	450	-	450
	-	New Bus Service: McDowell Route (Route 17 exte	72,500	-	72,500
	-	Transit Needs Assessment and Survey	-	25,000	25,000
	-	Training: Transit Conferences	2,500	-	2,500
	-	Valley Metro Light Rail Seat	-	50,000	50,000
	0.0	**Total City Administration**	**154,170**	**75,750**	**229,920**
	0.0	**Total Requests Transit Fund**	**154,170**	**75,750**	**229,920**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
227 Court Payments					
City Court					
Court Security					
227 6230	1.0	Court Security Officer	-	-	-
	1.0	**Total City Court**	**-**	**-**	**-**
	1.0	**Total Requests Court Payments**	**-**	**-**	**-**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
235 Public Safety Dedicated Sales Tax					
Police					
Police Administration					
235 6110	-	Staffing Software	-	30,000	30,000
Police-Communications					
235 6116	-	Impound Module	-	15,000	15,000
	-	Training Materials	-	4,000	4,000
Police-Records					
235 6117	-	Plexiglass for Reception Area	-	5,500	5,500
	-	Upgrade of Records Telephones	-	2,400	2,400
Police-Traffic					
235 6119	-	Motor Cleaning OT	15,280	-	15,280
Police--Patrol					
235 6174	-	Tasers with Cameras	-	50,700	50,700
	-	Traffic Preemption Devices for Police Vehicles	-	20,000	20,000
Police--Investigations					
235 6175	-	Digital Tape Recorders	-	4,400	4,400
	0.0	**Total Police**	**15,280**	**132,000**	**147,280**
Fire					
Fire--Administration					
235 6310	-	FireHouse Software Upgrades	-	19,500	19,500
Fire--Professional Development					
235 6325	-	Fire Prevention Certification & Continuing Educatio	5,000	-	5,000
	-	Disposable Fire Training Materials	-	6,500	6,500
	-	Paramedic Training	16,300	-	16,300
Fire--Intervention Services					
235 6330	-	Phoenix Dispatch Fees	2,810	-	2,810
	-	Hose Testing Equipment	-	4,500	4,500
	-	Emergency Medical Equipment	-	8,700	8,700
	0.0	**Total Fire**	**24,110**	**39,200**	**63,310**
	0.0	**Total Requests Public Safety Dedicated Sales Tax**	**39,390**	**171,200**	**210,590**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
501 Avondale Water					
Water Resources					
Water Operations					
501 9100	-	Fork Lift	2,200	20,000	22,200
	-	Heavy Dig Up Truck	17,000	155,000	172,000
	-	¾ ton Truck	7,000	43,000	50,000
	-	AMR Unit Mobile Reader	-	25,000	25,000
	-	Overtime	25,000	-	25,000
Water Administration					
501 9110	-	Water Resources Master Plan Update	-	400,270	400,270
	-	Mini Van	3,780	12,500	16,280
GIS and Land Services					
501 9111	1.0	GIS Analyst	87,290	(7,500)	79,790
	-	Wide Format Color Scanner	-	25,000	25,000
	-	Ground Penetrating Radar	-	28,000	28,000
Water Resources					
501 9112	1.0	Water Resources Coordinator	80,850	(13,750)	67,100
Wetlands Treatment					
501 9119	-	Weir Box Modifications	-	85,000	85,000
	-	Solar Powered Recirculation Pumps	-	25,000	25,000
	-	Water Level Monitoring Equipment	-	30,000	30,000
	-	Avondale Habitat Restoration	-	50,000	50,000
Water Maintenance					
501 9122	-	3/4 Ton Pickup Truck	7,000	43,000	50,000
	-	Electrical - New Facilities / Rate Increase	50,900	-	50,900
	-	Overtime	10,000	-	10,000
	2.0	**Total Water Resources**	**291,020**	**920,520**	**1,211,540**
	2.0	**Total Requests Avondale Water**	**291,020**	**920,520**	**1,211,540**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
503 Avondale Wastewater					
Water Resources					
Wastewater Collection					
503 9200	-	Pump Replacement & Maintenance	-	75,000	75,000
Water Administration					
503 9210	-	Mini Van	3,780	12,500	16,280
Wastewater Treatment Plant					
503 9230	-	1-ton pickup w/ hoist and equipment	8,500	45,000	53,500
	-	Golf Cart	600	4,000	4,600
	-	Skip Loader	5,600	50,000	55,600
	1.0	Wastewater Treatment Plant Operator	62,370	(30,600)	31,770
	-	Pumps & Motors	-	117,830	117,830
	-	Increase in Biosolids Hauling Cost	116,040	-	116,040
	-	Increase in Water Costs	9,570	-	9,570
	-	SCADA Hardware	-	15,000	15,000
	1.0	**Total Water Resources**	**206,460**	**288,730**	**495,190**
	1.0	**Total Requests Avondale Wastewater**	**206,460**	**288,730**	**495,190**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
520 Sanitation					
Field Operations					
Solid Waste					
520 6800	-	Overtime- Solid waste curbside	26,690	-	26,690
	-	Radio Equipment	-	60,000	60,000
	-	Household Hazardous Waste Day Program	15,000	-	15,000
Sanitation-Uncontained					
520 6820	1.0	Equipment Operator	62,090	-	62,090
	-	Rear Loader O&M costs	8,000	-	8,000
	-	Overtime- Solid waste uncontained	20,330	-	20,330
	-	Radio Equipment	-	24,000	24,000
Education and Enforcement					
520 6830	-	Overtime- Education and Enforcement	13,980	-	13,980
	-	Radio Equipment	-	12,000	12,000
	1.0	**Total Field Operations**	**146,090**	**96,000**	**242,090**
	1.0	**Total Requests Sanitation**	**146,090**	**96,000**	**242,090**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
605 Risk Management Fund					
City Administration					
Risk Management Operations					
605 5160	-	Promotions & Publicity	2,500	-	2,500
	-	Other Professional Services	52,000	-	52,000
	-	Long Distance & Cell Phone Charges	3,000	-	3,000
	0.0	**Total City Administration**	**57,500**	**-**	**57,500**
	0.0	**Total Requests Risk Management Fund**	**57,500**	**-**	**57,500**

Supplemental Summary

FY 2007-2008

Department/Division	FTE	Description	Ongoing	Onetime	Total
606 Fleet Services Fund					
Field Operations					
Fleet Services					
606 5200	-	Gas	15,000	-	15,000
	-	Tires, Tubes and Batteries	60,000	-	60,000
	-	Contractual Maintenance/Vehicles	17,500	-	17,500
	-	Shop Equipment- Tire Machine & Torque gun	-	16,000	16,000
	-	Plasma Cutter	-	3,200	3,200
	-	Print/Copy/Fax Machine	300	3,000	3,300
	-	Overtime- Fleet	2,390	-	2,390
	-	Radio Equipment	-	6,000	6,000
	-	Approved Vehicle Supplementals	73,200	-	73,200
	0.0	**Total Field Operations**	**168,390**	**28,200**	**196,590**
	0.0	**Total Requests Fleet Services Fund**	**168,390**	**28,200**	**196,590**

Supplemental Summary

FY 2007-2008

Department/Division		FTE	Description	Ongoing	Onetime	Total
Count:	264	**27.0**	**Grand Totals**	**4,338,350**	**5,479,330**	**9,817,680**

RESOLUTION NO. 2647-507

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF AVONDALE FOR FISCAL YEAR 2007-2008.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the "City Council") is required to adopt a budget; and

WHEREAS, the City Manager has prepared and filed with the City Council the City Manager's Budget estimates for the fiscal year beginning July 1, 2007 and ending June 30, 2008; and

WHEREAS, the qualified electors of the City of Avondale (the "City") did, on September 13, 2005, approve the Home Rule Option for expenditure limitations pursuant to the Arizona Constitution Article IX, Section 20; and

WHEREAS, the Home Rule Option requires that an expenditure limitation must be established each year as part of the annual budget.

NOW, THERFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget for the fiscal year beginning July 1, 2007 and ending June 30, 2008, including the establishment of the expenditure limitation for such fiscal year in the amount of $267,965,710.

SECTION 2. That, upon approval of the City Council, such official tentative budget shall be published in the official City newspaper once a week for two consecutive weeks.

PASSED AND ADOPTED by the Council of the City of Avondale, May 21, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2647-507

[Tentative Budget]

See following pages.

CITY OF AVONDALE

Summary Schedule of Estimated Revenues and Expenditures/Expenses

Fiscal Year 2007-08

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2006-07*:	ACTUAL EXPENDITURES/ EXPENSES 2006-07**:	FUND BALANCE/ NET ASSETS *** July 1, 2007***:	DIRECT PROPERTY TAX REVENUES 2007-08:	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2007-08:	OTHER FINANCING 2007-08 SOURCES:	OTHER FINANCING 2007-08 <USES>:	INTERFUND TRANSFERS 2007-08 IN:	INTERFUND TRANSFERS 2007-08 <OUT>:	TOTAL FINANCIAL RESOURCES AVAILABLE 2007-08:	BUDGETED EXPENDITURES/ EXPENSES 2007-08:
1. General Fund	47,740,990	42,165,975	33,555,872	Primary: 1,796,240	59,681,360				6,195,950	95,033,472	59,539,760
2. Special Revenue	19,162,180	12,191,383	15,575,865		28,623,860	1,675,000		1,122,220	8,975,790	46,996,945	24,732,260
3. Debt Service Funds Available	9,641,120	9,637,601	6,096,288	Secondary: 4,087,190	286,930			6,929,320		17,399,728	10,088,900
4. Less: Designation for Future Debt Service											
5. Total Debt Service Funds	9,641,120	9,637,601	6,096,288	4,087,190	286,930	-		6,929,320	-	17,399,728	10,088,900
6. Capital Projects	64,517,420	19,160,375	23,545,277		19,208,980	41,000,000		5,167,370	1,125,370	88,921,627	75,153,360
7. Permanent Funds											
8. Enterprise Funds Available	79,500,960	31,677,011	75,726,135		35,138,270	13,000,000		4,010,810	1,210,810	127,875,215	93,857,010
9. Less: Designation for Future Debt Service											
10. Total Enterprise Funds	79,500,960	31,677,011	75,726,135	-	35,138,270	13,000,000		4,010,810	1,210,810	127,875,215	93,857,010
11. Internal Service	4,008,880	3,323,620	889,525		4,528,270			278,200		5,695,995	4,594,420
Total All Funds	**$ 224,571,550**	**$ 118,155,965**	**$ 155,388,962**	**$ 5,883,430**	**$ 147,467,670**	**$ 55,675,000**		**$ 17,507,920**	**$ 17,507,920**	**$ 381,922,982**	**$ 267,965,710**

EXPENDITURE LIMITATION COMPARISON	2006-07	2007-08
1. Budgeted expenditures/expenses	$ 224,571,550	$ 267,965,710
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	224,571,550	267,965,710
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 224,571,550	$ 267,965,710
6. EEC or voter-approved alternative expenditures limitation	$ 224,571,550	$ 267,965,710

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

*Includes Expenditure/Expense Adjustments Approved in 2006-07 from Schedule E.

**Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts invested in capital assets, net of related debt, and reserved/restricted amounts established as offsets to assets presented for informational purposes (i.e., prepaids, inventory, etc.).

City of Avondale
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2007-2008

	2006-07 Fiscal Year	2007-08 Fiscal Year
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A).	$ 1,556,127	$ 1,796,247
2. Amount received from primary property taxation in the 2004-05 fiscal year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18).	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 1,556,120	$ 1,796,240
B. Secondary property taxes	2,833,630	4,087,190
C. Total property tax levy amounts	$ 4,389,750	$ 5,883,430
4. Property taxes collected*		
A. Primary property taxes		
(1) 2006-07 year's levy	$ 1,526,500	
(2) Prior years' levies	20,600	
(3) Total primary property taxes	$ 1,547,100	
B. Secondary property taxes		
(1) 2006-07 year's levy	$ 2,832,542	
(2) Prior years' levies		
(3) Total secondary property taxes	$ 2,832,542	
C. Total property taxes collected	$ 4,379,642	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.4366	0.4058
(2) Secondary property tax rate	0.7326	0.7634
(3) Total city/town tax rate	1.1692	1.1692
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2007-08

SOURCE OF REVENUES	Estimated Revenue 2006-07	Actual Revenue 2006-07	Estimated Revenue 2007-08
General Fund			
Taxes			
Franchise Taxes	682,290	686,160	682,290
In-Lieu Taxes	20,980	23,796	23,800
Local Sales Taxes	27,360,320	29,345,000	31,908,600
Prior Year Taxes	20,600	28,130	35,130
Audit Assessments	234,170	267,128	267,120
Intergovernmental Revenues			
State Urban Revenue Sharing	6,845,660	7,875,785	9,765,980
Auto Lieu Tax	2,751,120	2,803,293	2,932,240
City's Share of St. Sales Tax	5,598,960	6,378,068	7,060,520
IGA - Counties	1,000,000	350,000	750,000
IGAs Other Cities & Towns	285,500	0	376,120
Licenses and Permits			
Other Permits	12,000	37,000	31,470
Licenses	230,160	269,454	277,530
Building & Develop Permits	3,523,210	2,313,937	2,101,700
Development Charges for Service	82,500	38,450	33,450
Charges for Services			
Development Charges for Service	713,590	600,200	588,950
Other Charges for Service	45,440	49,431	143,020
Recreation Charges for Service	258,510	275,497	332,660
Fines, Forfeitures and Penalties			
Court Fines & Forfeitures	797,780	1,138,850	1,220,170
Other Fines	6,600	6,317	6,320
Sale of Assets			
Sale of Assets	0	36,160	0
Miscellaneous Revenue			
Other Revenue	197,500	241,918	224,850
Donations	76,000	55,250	57,480
Interest	356,730	1,105,000	861,960
Total General Fund	**$51,099,620**	**$53,924,824**	**$59,681,360**
Special Revenue			
Highway User Revenue Fund			
Highway User Fees (Gas Tax)	4,399,800	4,778,781	4,918,570
Interest	36,760	48,639	48,640
Other Revenue	500	0	10

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estmated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2007-08

SOURCE OF REVENUES	Estimated Revenue 2006-07	Actual Revenue 2006-07	Estimated Revenue 2007-08
Social Service Programs			
Senior Nutrition	158,330	144,937	144,940
Community Action Program	91,240	137,657	136,390
Home	143,760	0	0
Home Grant	0	857,439	149,450
Court Payments Fund			
Court Fines & Forfeitures	79,700	117,035	140,910
Interest	0	10,741	10,740
Public Safety Grants			
GOHS Grants	0	20,000	0
Voca Crime Victim Advocate	42,710	27,706	57,710
Victims' Activities - Privately Funded	0	755	0
2005 Homeland Security Grant	0	43,834	0
Police--Victims' Rights Program	10,400	10,600	0
Police--Co. Housing O/T	4,660	0	0
Police--Bullet Proof Vests	30,000	0	0
LLEBG 2004	30,000	0	0
GAIN Program	3,000	3,000	0
DUI Abatement Grant	23,310	25,309	0
COPS Universal Hiring Fund	75,000	75,240	0
CJEF Burglary Prevention	50,000	0	0
AATA Watch Your Car Grant	8,000	0	0
ACJC CJRIP GRANT	0	-4,986	0
GOHS - DUI Task Force	0	30,979	0
R.I.C.O. All Agencies			
Co. R.I.C.O. w/Maricopa Atty	0	12,793	0
Federal R.I.C.O. With A.G.	0	128	0
State R.I.C.O. W/ Attorney General	0	1,475	0
RPTA Circulation Route/LTAF			
IGAs Other Cities & Towns	145,000	145,000	251,500
State Grants	41,340	0	0
Interest	24,430	56,010	56,010
IGA - Counties	0	0	850,000
Federal Grants	0	0	400,000
Local Transp. Assist.(Lottery)	318,950	548,327	338,120
CDBG			
Federal Grants	476,570	387,000	188,350

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estmated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2007-08

SOURCE OF REVENUES	Estimated Revenue 2006-07	Actual Revenue 2006-07	Estimated Revenue 2007-08
Cultural and Recreation Grants			
Library Projects	0	30,810	0
Other Grants			
ADHS Nutrition/Physical Activity Grant	0	6,125	0
GILA RIVER INDIAN GRANT	0	100,000	0
Healthy Avondale Partnership	0	61,330	0
Individual Development Accounts	0	100	0
Non-Departmental	5,000,500	100	5,000,000
St. Lukes Health Initiative Grant	0	22,300	0
0.5% Dedicated Sales Tax			
0.5% Dedicated Sales Tax	7,288,090	7,968,914	8,001,860
Public Safety Dedicated Sales Tax			
Public Safety Dedicated Sales Tax	7,232,130	7,897,713	7,930,660
Employee Assistance Fund	0	2,094	0
Volunteer Fireman's Pension	2,500	10,778	0
Total Special Revenue	**$25,716,680**	**$23,578,663**	**$28,623,860**
Capital Projects			
Street Construction			
Development Fees	2,269,800	1,226,843	1,875,000
Federal Grants	350,000	0	1,156,280
IGA - Counties	1,000,000	0	0
IGAs Other Cities & Towns	0	0	250,000
Interest	21,470	260,328	6,140
One-Time Cost Sharing	490,000	0	360,000
Other Revenue	0	1,241,575	0
State Grants	0	89,273	0
Police Development			
Development Fees	364,650	220,564	344,000
Interest	6,610	51,238	9,140
Parkland			
Federal Grants	5,000,000	0	5,600,000
Interest	11,320	200,713	1,760
Sale of Assets	0	0	1,000,000
State Grants	0	0	1,450,000
Development Fees	1,542,450	841,748	2,501,000
Library Development			
Development Fees	514,800	181,916	346,000
Interest	2,770	3,000	2,020

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estmated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2007-08

SOURCE OF REVENUES	Estimated Revenue 2006-07	Actual Revenue 2006-07	Estimated Revenue 2007-08
General Government Development			
Development Fees	950,300	730,063	731,000
Interest	1,830	149,252	49,360
Fire Dept. Development			
Development Fees	953,550	653,694	996,000
Interest	6,410	85,332	19,430
Vehicle Replacement			
Interest	32,800	149,017	32,800
Internal Charges for Service	1,404,910	1,404,910	1,603,070
Sale of Assets	0	274,846	0
Equipment Replacement Fund			
Interest	1,000	15,802	6,500
Internal Charges for Service	492,380	492,380	783,980
Other Capital			
Coldwater Park	0	153	0
MDC '99 EMD Building	0	615	0
Landscaping Landfill Remediation	0	90,084	85,500
Total Capital Projects	**$15,417,050**	**$8,363,346**	**$19,208,980**
Debt Service			
General Obligation Bonds	4,830	19,776	16,770
Hwy User's Bonds '85/91/98	0	4,438	4,430
Park Issue	352,080	381,051	191,630
Dysart Road M.D.C.	0	4,470	4,470
0.5% Dedicated Sales Tax Debt Service	10,000	128,500	69,630
Total Debt Service	**$366,910**	**$538,235**	**$286,930**
Enterprise			
Avondale Water			
Water Sales	8,891,630	9,343,538	9,857,430
Sale of Assets	0	3,100	503,100
Other Revenue	247,360	110,801	212,100
Meter Fees	463,640	298,634	288,630
Interest	250,060	1,428,982	679,670
Development Fees	6,413,550	2,787,588	5,251,000

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estmated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2007-08

SOURCE OF REVENUES	Estimated Revenue 2006-07	Actual Revenue 2006-07	Estimated Revenue 2007-08
Avondale Wastewater			
Sewer Fees	7,253,440	6,200,779	6,621,000
State Grants	1,300,000	0	0
Other Revenue	0	2,200	2,200
Interest	354,470	1,296,796	519,520
Federal Grants	0	0	819,000
Development Fees	6,345,300	2,964,250	5,493,000
Water Equipment Replacement			
Interest	0	23,464	3,920
Internal Charges for Service	167,420	167,420	0
Sewer Equipment Replacement			
Internal Charges for Service	72,160	72,160	0
Interest	0	4,595	10,520
Sanitation			
Development Fees	534,000	176,017	267,000
Federal Grants	0	32,945	32,940
Other Permits	6,000	0	0
Interest	34,080	50,483	31,440
Sale of Assets	0	14,240	14,240
Refuse Collection	3,876,600	3,829,068	4,506,710
Other Revenue	0	11,050	11,040
Sanitation Equipment Replacement			
Internal Charges for Service	531,120	531,120	0
Interest	0	69,753	13,810
Total Enterprise	**$36,740,830**	**$29,418,983**	**$35,138,270**
Internal Service			
Printer - Copier Service			
Internal Charges for Service	185,120	75,123	208,000
Interest	2,060	8,333	0
Risk Management			
Other Revenue	0	0	13,890
Interest	11,800	23,938	29,940
Internal Charges for Service	1,469,750	1,469,750	1,779,340
Fleet Services Management			
Other Revenue	0	1,000	3,310
Internal Charges for Service	2,273,100	1,870,968	2,493,690
Interest	0	100	100
Total Internal Service	**$3,941,830**	**$3,449,212**	**$4,528,270**

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estmated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2007-08

SOURCE OF REVENUES	Estimated Revenue 2006-07	Actual Revenue 2006-07	Estimated Revenue 2007-08
Total All Funds	**$133,282,920**	**$119,273,263**	**$147,467,670**

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estmated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Fiscal Year 2007-08

FUND	Other Financing 2007-08		Interfund Transfers 2007-08	
	Sources	<Uses>	In	Out
General Fund				
General Fund	0		0	6,195,950
Total General Fund	**$0**		**$0**	**$6,195,950**
Special Revenue				
Voca Crime Victim Advocate	0		44,250	
CDBG	0		10,500	
0.5% Dedicated Sales Tax	0		0	7,941,950
Transit Fund	0		746,470	
Other Grants	0		75,000	
Home Grant	0		36,000	
Community Action Program	0		60,500	
Senior Nutrition	0		149,500	
Highway User Revenue Fund	0		0	366,470
Public Safety Dedicated Sales Tax	1,675,000		0	667,370
Total Special Revenue	**$1,675,000**		**$1,122,220**	**$8,975,790**
Capital Projects				
Fire Dept. Development	0		367,370	93,570
General Government Development	0		0	738,150
Street Construction	1,000,000		2,000,000	
Police Development	0		300,000	118,000
Parkland	0		500,000	
Improvement Districts	40,000,000		0	
Library Development	0		2,000,000	175,650
Total Capital Projects	**$41,000,000**		**$5,167,370**	**$1,125,370**
Debt Service				
Hwy User's Bonds '85/91/98	0		300,000	
Park Issue	0		978,150	
Dysart Road M.D.C.	0		740,000	
0.5% Dedicated Sales Tax Debt Service	0		4,911,170	
Total Debt Service	**$0**		**$6,929,320**	
Enterprise				
Avondale Wastewater	0		0	96,920
Sanitation Equipment Replacement	0		558,900	
Sewer Equipment Replacement	0		96,920	
Water Equipment Replacement	0		254,990	
Sanitation	0		0	558,900
Sewer Development	0		2,150,000	
Avondale Water	0		0	554,990
Water Development	13,000,000		950,000	
Total Enterprise	**$13,000,000**		**$4,010,810**	**$1,210,810**

CITY OF AVONDALE

Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Fiscal Year 2007-08

FUND	Other Financing 2007-08		Interfund Transfers 2007-08	
	Sources	<Uses>	In	Out
Internal Service				
Fleet Services Fund	0		28,200	
Risk Management Fund	0		250,000	
Total Internal Service	**$0**		**$278,200**	
Total All Funds	**$55,675,000**		**$17,507,920**	**$17,507,920**

CITY OF AVONDALE

Summary by Department of Expenditures/Expenses Within Each Fund Type

Fiscal Year 2007-08

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2006-07	Expenditure/ Expense Adjustments Approved 2006-07	Actual Expenditures/ Expenses 2006-07	Budgeted Expenditures/ Expenses 2007-08
General Fund				
General Government	20,651,610	0	17,667,189	25,612,780
Public Safety	16,141,060	0	14,977,309	19,698,590
Health and Welfare	1,215,280	0	1,072,560	1,448,940
Economic and Community Development	5,880,610	0	5,361,325	7,675,480
Culture and Recreation	3,852,430	0	3,087,592	5,103,970
Total General Fund	**$47,740,990**	**$0**	**$42,165,975**	**$59,539,760**
Special Revenue				
Highway User Revenue Fund	3,911,380	0	3,330,641	5,391,580
Public Safety Dedicated Sales Tax	7,161,760	0	6,296,805	9,054,030
Special Revenue	8,089,040	0	2,559,937	10,286,650
Total Special Revenue	**$19,162,180**	**$0**	**$12,187,383**	**$24,732,260**
Capital Projects				
Capital Projects	64,517,420	0	19,160,375	75,153,360
Total Capital Projects	**$64,517,420**	**$0**	**$19,160,375**	**$75,153,360**
Debt Service				
Debt Service	9,641,120	0	9,637,601	10,088,900
Total Debt Service	**$9,641,120**	**$0**	**$9,637,601**	**$10,088,900**
Enterprise				
Avondale Wastewater	7,326,560	0	6,067,002	7,761,530
Avondale Water	12,133,080	0	8,188,605	13,239,735
Sanitation	4,434,130	0	3,873,500	4,322,445
Sanitation Development	476,000	0	145,580	564,420
Sanitation Equipment Replacement	1,044,740	0	25,474	858,820
Sewer Development	24,981,000	0	3,909,310	36,102,860
Sewer Equipment Replacement	33,500	0	33,463	31,000
Water Development	29,009,150	0	9,424,065	30,867,500
Water Equipment Replacement	62,800	0	10,012	108,700
Total Enterprise	**$79,500,960**	**$0**	**$31,677,011**	**$93,857,010**
Internal Service				
Fleet Services Fund	2,257,020	0	1,954,999	2,519,110
Printer - Copier Service Fund	199,800	0	124,755	182,000
Risk Management Fund	1,552,060	0	1,243,866	1,893,310
Total Internal Service	**$4,008,880**	**$0**	**$3,323,620**	**$4,594,420**
Total All Funds	**$224,571,550**	**$0**	**$118,151,965**	**$267,965,710**

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget.

City of Avondale

Schedule of Authorized Positions

Fiscal Year 2007-2008

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
City Administration				
City Manager	1.00	1.00	1.00	1.00
Assistant City Manager	2.00	2.00	2.00	2.00
Assistant To The City Manager	1.00	0.00	0.00	0.00
Grants Administrator	0.00	1.00	1.00	0.00
Administrative Assistant to City Manager	1.00	1.00	0.00	0.00
Administrative Assistant to Assistant City Manager	1.00	1.00	0.00	0.00
Senior Executive Assistant	0.00	0.00	1.00	1.00
Executive Assistant	0.00	0.00	1.00	1.00
Total City Administration	**6.00**	**6.00**	**6.00**	**5.00**
Grants Administration				
Grants Administrator	0.00	0.00	0.00	1.00
Total Grants Administration	**0.00**	**0.00**	**0.00**	**1.00**
Information Technology				
Administrative Services Specialist	0.00	1.00	0.00	0.00
Information Technology Director	1.00	1.00	1.00	1.00
IT Administrator Unix/Windows	1.00	1.00	1.00	1.00
Systems Support Administrator	1.00	1.00	1.00	1.00
IT Application Developer	0.00	0.00	1.00	2.00
Information Technology Technician	2.00	2.00	2.00	1.00
IT Support Specialist	0.00	0.00	1.00	1.00
Senior Network Engineer	0.00	0.00	1.00	0.00
IT Desktop Technician	0.00	0.00	0.00	1.00
Help Desk Technician II	0.00	0.00	1.00	1.00
IT Help Desk Supervisor	0.00	0.00	0.00	1.00
Web Application Developer	0.00	0.00	1.00	0.00
IT Systems Analyst	0.00	0.00	0.00	1.00
Network Engineer	0.00	0.00	0.00	1.00
Systems Administrator	0.00	1.00	0.00	1.00
Total Information Technology	**5.00**	**7.00**	**10.00**	**13.00**
Community Relations				
Public Information Office				
Community Relations/Public Affairs Manager	1.00	0.00	0.00	0.00
Community Relations Director	0.00	1.00	1.00	1.00
Public Information Officer	0.00	0.00	1.00	1.00
Community Relations Specialist	1.00	1.00	1.00	1.00
Senior Administrative Clerk	0.00	1.00	1.00	1.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Community Relations				
Public Information Office				
Assistant to the Mayor and Council	0.00	0.00	1.00	1.00
Senior Management Assistant	0.00	1.00	0.00	0.00
Total Public Information Office	**2.00**	**4.00**	**5.00**	**5.00**
Intergovernmental Affairs				
Intergovernmental Affairs Manager	1.00	1.00	1.00	1.00
Total Intergovernmental Affairs	**1.00**	**1.00**	**1.00**	**1.00**
Total Community Relations	**3.00**	**5.00**	**6.00**	**6.00**
Field Operations				
Fleet Services				
Field Operations Director	0.15	0.00	0.00	0.00
Fleet Services Coordinator	1.00	0.00	0.00	0.00
Fleet Services Supervisor	1.00	0.00	0.00	0.00
Equipment Parts Specialist	1.00	0.00	0.00	0.00
Automotive Equipment Mechanic	5.00	0.00	0.00	0.00
Assistant Director of Field Operations	0.15	0.00	0.00	0.00
Administrative Secretary	0.30	0.00	0.00	0.00
Total Fleet Services	**8.60**	**0.00**	**0.00**	**0.00**
Field Operations Administration				
Field Operations Director	0.00	0.00	1.00	1.00
Fleet Services Coordinator	0.00	0.00	0.00	1.00
Assistant Director of Field Operations	0.00	0.00	1.00	1.00
Administrative Secretary	0.00	0.00	2.00	2.00
Total Field Operations Administration	**0.00**	**0.00**	**4.00**	**5.00**
Total Field Operations	**8.60**	**0.00**	**4.00**	**5.00**
Development Services				
Planning				
Planning Manager	1.00	1.00	1.00	1.00
Planner II	3.00	3.00	3.00	3.00
Planning Tech Aide	1.00	0.00	0.00	0.00
Planner I	1.00	2.00	2.00	1.00
Planner III	0.00	1.00	0.00	0.00
Senior Planner	0.00	0.00	1.00	1.00
Zoning Specialist	0.00	1.00	1.00	1.00
Administrative Clerk	1.00	1.00	1.00	0.00
Senior Administrative Clerk	0.00	0.00	0.00	1.00
Total Planning	**7.00**	**9.00**	**9.00**	**8.00**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Development Services				
Engineering Plan Review				
Engineering Plan Review Manager	0.00	0.00	0.00	1.00
Engineering Technician II	0.00	0.00	0.00	1.00
Plans Review Engineer	0.00	0.00	0.00	1.00
Landscape Architect	0.00	0.00	0.00	1.00
Total Engineering Plan Review	**0.00**	**0.00**	**0.00**	**4.00**
Building Services				
Chief Building Official	1.00	1.00	1.00	1.00
Building Inspector	5.00	6.00	6.00	6.00
Review Specialist	1.00	1.00	1.00	0.00
Senior Plans Examiner	0.00	0.00	0.00	1.00
Plans Examiner	1.00	1.00	1.00	1.00
Administrative Secretary	1.00	1.00	1.00	0.00
Permits Technician	1.00	1.00	1.00	0.00
Total Building Services	**10.00**	**11.00**	**11.00**	**9.00**
Development Services Center				
Development Services Supervisor	0.00	0.00	0.00	1.00
Planning Technician	0.00	0.00	0.00	1.00
Development Services Technician	0.00	0.00	0.00	1.00
Development Services Representative	0.00	0.00	0.00	1.00
Permits Technician	0.00	0.00	0.00	1.00
Total Development Services Center	**0.00**	**0.00**	**0.00**	**5.00**
Development Svcs Administration				
Development Services Director	0.00	0.00	0.00	1.00
Planning & Building Services Director	1.00	1.00	1.00	0.00
Administrative Secretary	1.00	1.00	1.00	1.00
Total Development Svcs Administration	**2.00**	**2.00**	**2.00**	**2.00**
Total Development Services	**19.00**	**22.00**	**22.00**	**28.00**
Long Range Planning				
Long Range Planning Director	0.00	0.00	0.00	1.00
Total Long Range Planning	**0.00**	**0.00**	**0.00**	**1.00**
Finance & Budget				
Financial Services				
Finance & Budget Director	1.00	1.00	1.00	1.00
Accounting Manager	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	2.00	2.00
Senior Account Clerk	3.00	4.50	4.50	6.50

City of Avondale

Schedule of Authorized Positions

Fiscal Year 2007-2008

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Finance & Budget				
Financial Services				
Account Clerk	0.50	0.00	0.00	0.00
Privilege Tax Auditor	2.00	1.00	1.00	1.00
Controller	1.00	1.00	1.00	1.00
Revenue Collector	0.00	1.00	1.00	1.00
Rental Property Coordinator	0.00	0.00	1.00	0.00
Administrative Secretary	1.00	1.00	1.00	1.00
Total Financial Services	**10.50**	**11.50**	**13.50**	**14.50**
Water Billing				
Customer Service Supervisor	1.00	1.00	1.00	1.00
Senior Account Clerk	3.00	3.00	4.00	6.00
Account Clerk	4.00	4.00	4.00	1.00
Customer Service Manager	0.00	0.00	0.00	1.00
Lead Utility Billing Clerk	0.00	0.00	1.00	0.00
Utility Customer Service Worker	0.00	0.00	1.00	1.00
Total Water Billing	**8.00**	**8.00**	**11.00**	**10.00**
Budget and Research				
Budget Manager	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	2.00	2.00
Procurement Officer	1.00	1.00	1.00	1.00
Buyer	0.00	0.00	1.00	1.00
CIP Budget Coordinator	0.00	1.00	0.00	0.00
Total Budget and Research	**3.00**	**4.00**	**5.00**	**5.00**
Total Finance & Budget	**21.50**	**23.50**	**29.50**	**29.50**
Human Resources Department				
Human Resources				
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Analyst	1.00	1.00	2.00	2.00
Human Resources Technician	1.00	1.00	3.00	3.00
HR Assistant Director	1.00	1.00	1.00	1.00
Benefits Manager	0.00	0.00	1.00	1.00
Employee Development Coordinator	1.00	0.00	0.00	0.00
Administrative Secretary	1.00	1.00	0.00	0.00
Senior Administrative Clerk	1.00	1.00	0.00	0.00
Total Human Resources	**7.00**	**6.00**	**8.00**	**8.00**
Organizational Training & Development				
Employee Development Coordinator	0.00	1.00	1.00	1.00
Total Organizational Training & Develop	**0.00**	**1.00**	**1.00**	**1.00**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Human Resources Department				
Total Human Resources Department	**7.00**	**7.00**	**9.00**	**9.00**
Engineering Department				
Engineering				
Management Assistant	0.00	0.00	1.00	1.00
Budget Analyst	0.00	1.00	0.00	0.00
Assistant City Engineer - DPP	1.00	1.00	1.00	0.00
City Engineer	1.00	1.00	1.00	1.00
Engineering Project Manager	4.00	5.00	4.00	3.00
Engineering Inspector	3.00	3.00	4.00	4.00
Engineering Tech Aide	2.00	2.00	0.00	0.00
CIP Budget Coordinator	1.00	0.00	0.00	0.00
Construction Project Manager	1.00	1.00	1.00	1.00
Engineering Technician I	0.00	0.00	1.00	0.00
Engineering Technician II	0.00	0.00	2.00	0.00
Senior Project Manager	0.00	0.00	0.00	1.00
Administrative Secretary	1.00	1.00	1.00	1.00
Total Engineering	**14.00**	**15.00**	**16.00**	**12.00**
Traffic Engineering				
Traffic Engineer	0.00	0.00	1.00	1.00
Total Traffic Engineering	**0.00**	**0.00**	**1.00**	**1.00**
Total Engineering Department	**14.00**	**15.00**	**17.00**	**13.00**
City Clerk				
City Clerk	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00
Records Management Clerk	1.00	1.00	1.00	1.00
Administrative Clerk	2.00	0.00	0.00	0.00
Senior Administrative Clerk	1.00	2.00	2.00	3.00
Total City Clerk	**6.00**	**5.00**	**5.00**	**6.00**
Police				
Police Dept				
Police Chief	1.00	0.00	0.00	0.00
Police Lieutenant	3.00	0.00	0.00	0.00
Police Sergeant	8.00	0.00	0.00	0.00
Education Specialist	1.00	0.00	0.00	0.00
Animal Control Officer	0.50	0.00	0.00	0.00
Animal Control Supervisor	1.00	0.00	0.00	0.00
Detention Officer	2.00	0.00	0.00	0.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Police				
Police Dept				
Police Officer	43.00	0.00	0.00	0.00
Public Safety Dispatcher	10.00	0.00	0.00	0.00
Identification Technician	1.00	0.00	0.00	0.00
Police Records Clerk	2.00	0.00	0.00	0.00
Victim Crime Advocate	1.00	0.00	0.00	0.00
Communication Supervisor	1.00	0.00	0.00	0.00
Property & Evidence Custodian	1.00	0.00	0.00	0.00
Police Administrative Support Supervisor	1.00	0.00	0.00	0.00
Investigations Support Officer	1.00	0.00	0.00	0.00
Detention Supervisor	1.00	0.00	0.00	0.00
Police Corporal	8.00	0.00	0.00	0.00
Park Ranger	2.00	0.00	0.00	0.00
Administrative Secretary	2.00	0.00	0.00	0.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Total Police Dept	**91.50**	**0.00**	**0.00**	**0.00**
Police Administration				
Police Chief	0.00	1.00	1.00	1.00
Assistant Police Chief	0.00	1.00	1.00	1.00
Policy & Procedure Analyst	0.00	0.00	1.00	0.00
Police Crime Analyst	0.00	0.00	1.00	1.00
Background Investigator	0.00	0.00	1.00	0.00
Overfill FTE	0.00	0.00	0.00	5.00
Administrative Assistant to the Police Chief	0.00	0.00	1.00	1.00
Senior Management Assistant	0.00	1.00	1.00	1.00
Total Police Administration	**0.00**	**3.00**	**7.00**	**10.00**
Police-Community Services				
Education Specialist	0.00	1.00	1.00	1.00
Victim Crime Advocate	0.00	1.00	1.00	0.00
Community Service Supervisor	0.00	0.00	1.00	1.00
Senior Administrative Clerk	0.00	0.00	0.00	1.00
Total Police-Community Services	**0.00**	**2.00**	**3.00**	**3.00**
Police-Patrol Support				
Police Sergeant	0.00	1.00	1.00	1.00
Animal Control Officer	0.00	0.00	1.50	1.50
Police Officer	0.00	2.00	0.00	0.00
Park Ranger	0.00	2.00	3.00	3.00
Total Police-Patrol Support	**0.00**	**5.00**	**5.50**	**5.50**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Police				
Professional Standards Bureau				
Police Sergeant	0.00	1.00	1.00	0.00
Police Officer	0.00	2.00	0.00	0.00
Policy & Procedure Analyst	0.00	0.00	0.00	1.00
Background Investigator	0.00	0.00	0.00	1.00
Senior Administrative Clerk	0.00	0.00	1.00	1.00
Total Professional Standards Bureau	**0.00**	**3.00**	**2.00**	**3.00**
Police-Communications				
Public Safety Dispatcher	0.00	13.00	13.00	13.00
Communications Manager	0.00	1.00	1.00	1.00
Communications Supervisor	0.00	0.00	2.00	3.00
Police Systems Administrator	0.00	0.00	0.00	1.00
Total Police-Communications	**0.00**	**14.00**	**16.00**	**18.00**
Police-Records				
Police Records Clerk	0.00	2.00	3.00	3.00
Senior Administrative Clerk	0.00	1.00	0.00	0.00
Total Police-Records	**0.00**	**3.00**	**3.00**	**3.00**
School Resource Detectives				
Police Officer	0.00	4.00	0.00	0.00
Total School Resource Detectives	**0.00**	**4.00**	**0.00**	**0.00**
Police--Detention Services				
Animal Control Officer	0.00	1.50	0.00	0.00
Detention Officer	0.00	2.00	3.00	3.00
Detention Supervisor	0.00	1.00	3.00	3.00
Total Police--Detention Services	**0.00**	**4.50**	**6.00**	**6.00**
Police--Patrol				
Police Lieutenant	0.00	1.00	1.00	2.00
Police Sergeant	0.00	6.00	6.00	7.00
Police Officer	0.00	33.00	35.00	39.00
Police Corporal	0.00	2.00	2.00	1.00
Volunteer Coordinator (Police)	0.00	0.00	0.00	1.00
Administrative Secretary	0.00	1.00	1.00	1.00
Total Police--Patrol	**0.00**	**43.00**	**45.00**	**51.00**
Police--Investigations				
Police Lieutenant	0.00	1.00	1.00	1.00
Police Sergeant	0.00	3.00	3.00	4.00
Police Officer	0.00	7.00	12.00	9.00
Identification Technician	0.00	1.00	1.00	1.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Police				
Police--Investigations				
Property & Evidence Custodian	0.00	1.00	1.00	2.00
Investigations Support Officer	0.00	1.00	1.00	1.00
Administrative Secretary	0.00	1.00	1.00	1.00
Total Police--Investigations	**0.00**	**15.00**	**20.00**	**19.00**
Tolleson Animal Control				
Animal Control Officer	0.50	0.50	0.50	0.50
Total Tolleson Animal Control	**0.50**	**0.50**	**0.50**	**0.50**
Avondale School Resource				
Police Officer	0.00	0.00	0.00	1.00
Total Avondale School Resource	**0.00**	**0.00**	**0.00**	**1.00**
Littleton School Resource				
Police Officer	2.00	2.00	2.00	2.00
Total Littleton School Resource	**2.00**	**2.00**	**2.00**	**2.00**
Police--Agua Fria School Resource				
Police Officer	1.00	1.00	1.00	1.00
Total Police--Agua Fria School Resource	**1.00**	**1.00**	**1.00**	**1.00**
Tolleson Union School Resource				
Police Officer	1.00	2.00	2.00	2.00
Total Tolleson Union School Resource	**1.00**	**2.00**	**2.00**	**2.00**
Total Police	**96.00**	**102.00**	**113.00**	**125.00**
City Court				
Court				
Municipal Judge	1.00	1.00	1.00	1.00
Court Clerk II	5.00	2.00	2.00	3.00
Court Clerk III	0.00	3.00	3.00	3.00
Court Supervisor	1.00	1.00	1.00	1.00
Court Clerk I	0.00	0.50	0.50	0.50
Total Court	**7.00**	**7.50**	**7.50**	**8.50**
Court Security				
Court Security Officer	0.00	0.00	0.00	1.00
Total Court Security	**0.00**	**0.00**	**0.00**	**1.00**
Total City Court	**7.00**	**7.50**	**7.50**	**9.50**
Fire				
Fire--Community Services				
Fire Captain/Asst. Fire Marshall	0.00	0.00	0.00	1.00
Public Education Specialist	1.00	1.00	1.00	1.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Fire				
Fire--Community Services				
Fire Marshall/Division Chief	1.00	1.00	0.00	0.00
Code Enforcement Officer	3.00	3.00	0.00	0.00
Neighborhood Preservation Tech	1.00	1.00	0.00	0.00
Emergency Management Coordinator	0.00	0.00	1.00	1.00
Fire Inspector	0.00	2.00	2.00	0.00
Fire Inspector II	0.00	0.00	0.00	3.00
Fire Plans Examiner	0.00	1.00	1.00	1.00
Administrative Clerk	1.00	1.00	0.00	0.00
Total Fire--Community Services	**7.00**	**10.00**	**5.00**	**7.00**
Fire--Administration				
Fire Chief	1.00	1.00	1.00	1.00
Fire Captain	0.00	0.00	1.00	0.00
Administrative Secretary	1.00	1.00	1.00	1.00
Total Fire--Administration	**2.00**	**2.00**	**3.00**	**2.00**
Fire--Intervention Services				
Fire Captain	7.00	7.00	5.00	9.00
Fire Engineer	9.00	9.00	8.00	9.00
Firefighter/Glendale IGA	0.00	0.00	0.00	1.00
Firefighter	16.00	16.00	15.00	13.00
Division Chief	1.00	1.00	2.00	0.00
Fire Division Chief	0.00	0.00	0.00	1.00
Battalion Chief	0.00	0.00	0.00	1.00
Administrative Secretary	0.00	0.00	0.00	1.00
Total Fire--Intervention Services	**33.00**	**33.00**	**30.00**	**35.00**
Total Fire	**42.00**	**45.00**	**38.00**	**44.00**
Economic Development				
Economic Development Director	1.00	1.00	1.00	1.00
Research and Marketing Analyst	1.00	1.00	1.00	0.00
Economic Development Analyst	0.00	0.00	1.00	1.00
Revitalization Project Manager	0.00	0.00	0.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Total Economic Development	**3.00**	**2.00**	**3.00**	**3.00**
Parks, Recreation & Libraries				
Grounds Maintenance				
Customer Service Assistant	0.00	0.00	4.00	5.00
Maintenance Worker	3.00	2.00	3.00	3.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Parks, Recreation & Libraries				
Grounds Maintenance				
Senior Maintenance Worker	5.00	5.00	6.00	6.00
Parks Supervisor	0.00	0.00	0.00	1.00
Total Grounds Maintenance	**8.00**	**7.00**	**13.00**	**15.00**
Building Maintenance				
Facilities Manager	1.00	1.00	1.00	1.00
Facility/Grounds Maintenance Superintendent	1.00	1.00	1.00	1.00
Craftsperson	1.00	1.00	1.00	1.00
Building Maintenance Worker	0.00	0.00	0.00	1.00
Custodian	5.00	5.00	5.00	3.00
Total Building Maintenance	**8.00**	**8.00**	**8.00**	**7.00**
Social Services				
Social Services Supervisor	1.00	1.00	0.00	0.00
Community Outreach Specialist	1.00	1.00	0.00	0.00
Administrative Secretary	1.00	1.00	0.00	0.00
Senior Administrative Clerk	2.00	2.00	0.00	0.00
Total Social Services	**5.00**	**5.00**	**0.00**	**0.00**
Home Delivered Meals				
Kitchen Assistant	0.00	0.00	0.50	0.50
Total Home Delivered Meals	**0.00**	**0.00**	**0.50**	**0.50**
PRL Administration				
Parks, Recreation & Libraries Director	0.00	0.00	1.00	1.00
Assistant Parks, Recreation & Libraries Director	0.00	0.00	1.00	1.00
Administrative Secretary	0.00	0.00	1.00	1.00
Senior Administrative Clerk	0.00	0.00	1.00	1.00
Total PRL Administration	**0.00**	**0.00**	**4.00**	**4.00**
Library - Old Town				
Community/Recreation Services Director	1.00	1.00	0.00	0.00
Librarian	0.00	0.00	0.00	1.00
Librarian/Youth Services	1.00	1.00	1.00	0.00
Library Supervisor	1.00	1.00	1.00	0.00
Associate Librarian	1.00	1.00	1.00	0.00
Library Attendant	3.00	3.00	2.50	0.00
Library Administrative Services Coordinator	0.00	0.00	0.00	1.00
Library Assistant	0.00	0.00	0.00	3.50
Library Manager	0.00	0.00	1.00	1.00
Total Library - Old Town	**7.00**	**7.00**	**6.50**	**6.50**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
101 General Fund				
Parks, Recreation & Libraries				
Library - Civic Center				
Librarian	0.00	0.00	3.00	3.00
Library Customer Service Supervisor	0.00	0.00	1.00	0.00
Library Supervisor	0.00	0.00	0.00	1.00
Associate Librarian	0.00	0.00	2.00	2.00
Library Assistant	0.00	0.00	3.00	3.00
Library IT Support Specialist	0.00	0.00	1.00	1.00
Library Page	0.00	0.00	2.50	2.50
Total Library - Civic Center	**0.00**	**0.00**	**12.50**	**12.50**
Recreation				
Recreation Supervisor	1.00	0.00	0.00	0.00
Recreation Coordinator	0.00	0.00	4.00	4.00
Recreation Specialist	3.00	3.00	0.00	0.00
Assistant Community/Recreation Services Director	0.00	1.00	0.00	0.00
Total Recreation	**4.00**	**4.00**	**4.00**	**4.00**
Total Parks, Recreation & Libraries	**32.00**	**31.00**	**48.50**	**49.50**
Neighborhood & Family Services				
Community/Neighborhood Services				
Neighborhood & Family Director	0.00	0.00	1.00	1.00
Youth Development Coordinator	0.00	0.00	1.00	1.00
Total Community/Neighborhood Services	**0.00**	**0.00**	**2.00**	**2.00**
Social Services				
Social Services Manager	0.00	0.00	0.00	1.00
Social Services Supervisor	0.00	0.00	1.00	0.00
Community Outreach Specialist	0.00	0.00	1.00	1.00
Senior Administrative Clerk	0.00	0.00	1.00	1.00
Total Social Services	**0.00**	**0.00**	**3.00**	**3.00**
Code Enforcement				
Code Enforcement Officer	0.00	0.00	4.00	4.00
Code Compliance Manager	0.00	0.00	1.00	1.00
Code Compliance Specialist	0.00	0.00	1.00	1.00
Neighborhood Preservation Tech	0.00	0.00	1.00	1.00
Administrative Secretary	0.00	0.00	1.00	1.00
Total Code Enforcement	**0.00**	**0.00**	**8.00**	**8.00**
Total Neighborhood & Family Services	**0.00**	**0.00**	**13.00**	**13.00**
Total General Fund	**270.10**	**278.00**	**331.50**	**360.50**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
Special Revenue				
201 Highway User Revenue Fund				
Field Operations				
Streets				
Field Operations Director	0.20	0.20	0.00	0.00
Assistant Director of Field Operations	0.20	0.20	0.00	0.00
Street Maintenance Supervisor	0.00	0.00	1.00	1.00
Street/Sanitation Superindentent	0.50	0.50	0.00	0.00
Signal Technician	1.00	0.00	0.00	0.00
Traffic Engineering Technician	1.00	0.00	0.00	0.00
Pavement Management Technician	0.00	0.00	1.00	1.00
Administrative Secretary	0.40	0.40	0.00	0.00
Senior Equipment Operator	1.00	1.00	1.00	1.00
Equipment Operator	5.00	5.00	5.00	5.00
Maintenance Worker	4.00	4.00	6.00	6.00
Senior Maintenance Worker	2.00	2.00	0.00	0.00
Total Streets	**15.30**	**13.30**	**14.00**	**14.00**
Total Field Operations	**15.30**	**13.30**	**14.00**	**14.00**
Development Services				
Engineering Plan Review				
Traffic Review Engineer	0.00	0.00	0.00	1.00
Total Engineering Plan Review	**0.00**	**0.00**	**0.00**	**1.00**
Total Development Services	**0.00**	**0.00**	**0.00**	**1.00**
Engineering Department				
Traffic Engineering				
Signal Technician	0.00	1.00	3.00	1.00
Traffic Engineering Technician	0.00	1.00	1.00	1.00
Sign Technician	0.00	0.00	2.00	0.00
Streetlight Technician	0.00	0.00	0.00	2.00
Traffic Operations Technician	0.00	0.00	0.00	2.00
Assistant Traffic Engineer	0.00	0.00	0.00	1.00
Total Traffic Engineering	**0.00**	**2.00**	**6.00**	**7.00**
Total Engineering Department	**0.00**	**2.00**	**6.00**	**7.00**
202 Senior Nutrition				
Parks, Recreation & Libraries				
Congregate Meals				
Neighborhood Outreach Coordinator	1.00	1.00	1.00	0.00
Social Services Coordinator	0.00	0.00	0.00	0.30
Cook	2.00	2.00	2.00	1.00
Senior Center Aide	1.00	1.00	1.00	0.30

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
202 Senior Nutrition				
Parks, Recreation & Libraries				
Congregate Meals				
Total Congregate Meals	**4.00**	**4.00**	**4.00**	**1.60**
Home Delivered Meals				
Cook	0.00	0.00	0.00	1.00
Total Home Delivered Meals	**0.00**	**0.00**	**0.00**	**1.00**
MCSO				
Social Services Coordinator	0.00	0.00	0.00	0.70
Senior Center Aide	0.00	0.00	0.00	0.70
Total MCSO	**0.00**	**0.00**	**0.00**	**1.40**
Total Parks, Recreation & Libraries	**4.00**	**4.00**	**4.00**	**4.00**
203 Community Action Program				
Parks, Recreation & Libraries				
Community Action Program				
Social Services Coordinator	3.00	3.00	0.00	0.00
Total Community Action Program	**3.00**	**3.00**	**0.00**	**0.00**
Total Parks, Recreation & Libraries	**3.00**	**3.00**	**0.00**	**0.00**
Neighborhood & Family Services				
Community Action Program				
Neighborhood Outreach Coordinator	0.00	0.00	0.00	1.00
Social Services Coordinator	0.00	0.00	3.00	2.00
Total Community Action Program	**0.00**	**0.00**	**3.00**	**3.00**
Total Neighborhood & Family Services	**0.00**	**0.00**	**3.00**	**3.00**
209 Other Grants				
Police				
School Resource Detectives				
Police Officer	4.00	0.00	0.00	0.00
Total School Resource Detectives	**4.00**	**0.00**	**0.00**	**0.00**
Total Police	**4.00**	**0.00**	**0.00**	**0.00**
215 Transit Fund				
City Administration				
Transit Operations				
Transit Coordinator	0.00	0.00	1.00	1.00
Total Transit Operations	**0.00**	**0.00**	**1.00**	**1.00**
Total City Administration	**0.00**	**0.00**	**1.00**	**1.00**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
224 COPS Universal Hiring Fund				
Police				
Police--Patrol				
Police Officer	3.00	3.00	3.00	0.00
Total Police--Patrol	**3.00**	**3.00**	**3.00**	**0.00**
Total Police	**3.00**	**3.00**	**3.00**	**0.00**
225 Voca Crime Victim Advocate				
Police				
Victim's Assistance Grant				
Crime Victim Advocate	1.00	1.00	1.00	1.00
Total Victim's Assistance Grant	**1.00**	**1.00**	**1.00**	**1.00**
Total Police	**1.00**	**1.00**	**1.00**	**1.00**
235 Public Safety Dedicated Sales Tax				
Police				
Police Dept				
Public Safety Equipment Mechanic	0.50	0.00	0.00	0.00
Police Lieutenant	2.00	0.00	0.00	0.00
Police Sergeant	1.00	0.00	0.00	0.00
Detention Officer	3.00	0.00	0.00	0.00
Police Officer	14.00	0.00	0.00	0.00
Public Information Officer	1.00	0.00	0.00	0.00
Policy & Procedure Analyst	1.00	0.00	0.00	0.00
Public Safety Dispatcher	1.00	0.00	0.00	0.00
Police Records Clerk	1.00	0.00	0.00	0.00
Police Records Supervisor	1.00	0.00	0.00	0.00
Community Service Officer	2.00	0.00	0.00	0.00
Volunteer Coordinator	1.00	0.00	0.00	0.00
Senior Administrative Clerk	2.00	0.00	0.00	0.00
Total Police Dept	**30.50**	**0.00**	**0.00**	**0.00**
Police Administration				
Police Officer	0.00	0.00	1.00	0.00
Public Information Officer	0.00	1.00	0.00	0.00
Policy & Procedure Analyst	0.00	1.00	0.00	0.00
Police Crime Analyst	0.00	1.00	0.00	0.00
Internal Affairs Investigator	0.00	1.00	1.00	1.00
Administrative Assistant to the Police Chief	0.00	1.00	0.00	0.00
Total Police Administration	**0.00**	**5.00**	**2.00**	**1.00**
Police-Community Services				
Community Service Supervisor	0.00	1.00	0.00	0.00
Total Police-Community Services	**0.00**	**1.00**	**0.00**	**0.00**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
235 Public Safety Dedicated Sales Tax				
Police				
Professional Standards Bureau				
Senior Administrative Clerk	0.00	1.00	0.00	0.00
Total Professional Standards Bureau	**0.00**	**1.00**	**0.00**	**0.00**
Police-Communications				
Public Safety Dispatcher	0.00	2.00	2.00	2.00
Communications Supervisor	0.00	1.00	0.00	0.00
Total Police-Communications	**0.00**	**3.00**	**2.00**	**2.00**
Police-Records				
Police Records Clerk	0.00	0.00	1.00	1.00
Police Records Supervisor	0.00	1.00	1.00	1.00
Senior Administrative Clerk	0.00	1.00	0.00	0.00
Total Police-Records	**0.00**	**2.00**	**2.00**	**2.00**
Police-Traffic				
Police Sergeant	0.00	1.00	1.00	1.00
Police Officer	0.00	5.00	5.00	5.00
Total Police-Traffic	**0.00**	**6.00**	**6.00**	**6.00**
Police--Detention Services				
Detention Officer	0.00	3.00	3.00	3.00
Total Police--Detention Services	**0.00**	**3.00**	**3.00**	**3.00**
Police--Patrol				
Police Lieutenant	0.00	2.00	2.00	2.00
Police Officer	0.00	7.00	13.00	16.00
Community Service Officer	0.00	1.00	1.00	1.00
Police Aide	0.00	0.00	0.00	1.00
Total Police--Patrol	**0.00**	**10.00**	**16.00**	**20.00**
Police--Investigations				
Police Officer	0.00	2.00	2.00	2.00
Total Police--Investigations	**0.00**	**2.00**	**2.00**	**2.00**
Total Police	**30.50**	**33.00**	**33.00**	**36.00**
City Court				
Court				
Court Collections Specialist	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk I	1.00	1.00	2.00	2.00
Total Court	**3.00**	**3.00**	**4.00**	**4.00**
Total City Court	**3.00**	**3.00**	**4.00**	**4.00**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
235 Public Safety Dedicated Sales Tax				
Fire				
Fire--Community Services				
Fire Marshall/Division Chief	1.00	1.00	0.00	0.00
Fire Marshall	0.00	0.00	1.00	1.00
Code Enforcement Officer	1.00	1.00	0.00	0.00
Code Official	1.00	0.00	0.00	0.00
Code Compliance Manager	0.00	1.00	0.00	0.00
Code Compliance Specialist	1.00	1.00	0.00	0.00
Volunteer Coordinator (Fire)	0.00	0.00	0.00	1.00
Total Fire--Community Services	**4.00**	**4.00**	**1.00**	**2.00**
Fire--Administration				
Assistant Fire Chief	0.00	1.00	1.00	1.00
Volunteer Coordinator	0.00	0.50	1.00	0.00
Total Fire--Administration	**0.00**	**1.50**	**2.00**	**1.00**
Fire--Professional Development				
Training Officer/Division Chief	0.00	0.00	1.00	1.00
Total Fire--Professional Development	**0.00**	**0.00**	**1.00**	**1.00**
Fire--Intervention Services				
Public Safety Equipment Mechanic	0.50	0.00	0.00	0.00
Fire Captain	3.00	3.00	4.00	3.00
Fire Engineer	3.00	3.00	4.00	3.00
Firefighter	5.00	5.00	6.00	8.00
Training Officer/Division Chief	1.00	1.00	0.00	0.00
Battalion Chief	0.00	1.00	1.00	1.00
Total Fire--Intervention Services	**12.50**	**13.00**	**15.00**	**15.00**
Total Fire	**16.50**	**18.50**	**19.00**	**19.00**
240 CDBG				
Neighborhood & Family Services				
Community/Neighborhood Services				
CDBG Program Manager	0.00	0.00	1.00	1.00
Total Community/Neighborhood Services	**0.00**	**0.00**	**1.00**	**1.00**
Total Neighborhood & Family Services	**0.00**	**0.00**	**1.00**	**1.00**
Total Special Revenue	**80.30**	**80.80**	**89.00**	**91.00**
Enterprise				
501 Avondale Water				
Water Resources				
Water Operations				
Water Distribution Foreman	0.00	0.00	0.00	1.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
501 Avondale Water				
Water Resources				
Water Operations				
Utility Location Specialist	0.00	0.00	1.00	1.00
Utilities Location Specialist	1.00	1.00	0.00	0.00
Utility Operator	7.00	6.00	7.00	7.00
Utility Customer Service Worker	4.00	5.00	6.00	6.00
Preventative Maintenance Technician	0.00	0.00	1.00	0.00
Operation and Service Manager - Water Distribution	1.00	1.00	1.00	1.00
Senior Utility Operator	2.00	2.00	2.00	3.00
Senior Utility Customer Service Worker	0.00	1.00	1.00	1.00
Water Quality Specialist	0.00	1.00	1.00	1.00
Utility Location Specialist	0.00	1.00	0.00	0.00
Preventative Maintenance Technician	0.00	0.00	0.00	1.00
Senior Equipment Operator	0.00	0.00	1.00	0.00
Total Water Operations	**15.00**	**18.00**	**21.00**	**22.00**
Water Administration				
Management Assistant	0.00	0.50	0.50	0.50
Water Resources Director	0.00	0.00	0.50	0.50
Utilities Director	0.50	0.50	0.00	0.00
Project Manager	0.00	0.00	0.50	0.50
Water Operations Superintendent	1.00	1.00	1.00	1.00
Administrative Secretary	0.50	0.50	0.50	0.50
Senior Administrative Clerk	0.50	0.50	0.50	0.50
Total Water Administration	**2.50**	**3.00**	**3.50**	**3.50**
GIS and Land Services				
GIS/GPS Technician II	0.00	1.00	1.00	1.00
SCADA Programmer	0.00	0.00	1.00	0.00
GIS Manager	0.00	1.00	1.00	1.00
GIS Analyst	0.00	0.00	0.00	1.00
Total GIS and Land Services	**0.00**	**2.00**	**3.00**	**3.00**
Water Resources Manager	1.00	1.00	1.00	1.00
Water Conservation and Education Specialist	1.00	1.00	1.00	1.00
Water Resources Coordinator	0.00	0.00	0.00	1.00
Total Water Resources	**2.00**	**2.00**	**2.00**	**3.00**
Wetlands Treatment				
Senior Water Recharge & Wetlands Operator	1.00	1.00	1.00	1.00
Water Recharge & Wetlands Operator	0.00	0.00	2.00	2.00
Total Wetlands Treatment	**1.00**	**1.00**	**3.00**	**3.00**

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
501 Avondale Water				
Water Resources				
Water Maintenance				
Water Production Foreman	0.00	0.00	0.00	1.00
Operation and Service Manager - Water Production	1.00	1.00	1.00	0.00
Utility Maintenance Mechanic	2.00	2.00	2.00	2.00
Utility Maintenance Technician	2.00	2.00	2.00	2.00
Utilities Water Treatment Operator	0.00	1.00	1.00	1.00
Total Water Maintenance	**5.00**	**6.00**	**6.00**	**6.00**
Total Water Resources	**25.50**	**32.00**	**38.50**	**40.50**
503 Avondale Wastewater				
Water Resources				
Wastewater Collection				
Utility Operator	1.00	4.00	4.00	2.00
Utility Field Foreman	1.00	1.00	1.00	1.00
Senior Utility Operator	0.00	0.00	0.00	2.00
Total Wastewater Collection	**2.00**	**5.00**	**5.00**	**5.00**
Wastewater Administration				
Management Assistant	0.00	0.50	0.50	0.50
Water Resources Director	0.00	0.00	0.50	0.50
Utilities Director	0.50	0.50	0.00	0.00
Project Manager	0.00	0.00	0.50	0.50
Administrative Secretary	0.50	0.50	0.50	0.50
Senior Administrative Clerk	0.50	0.50	0.50	0.50
Total Wastewater Administration	**1.50**	**2.00**	**2.50**	**2.50**
Wastewater Treatment Plant				
Chief Wastewater Plant Operator	0.00	0.00	1.00	1.00
Senior Wastewater Treatment Plant Operator	3.00	2.00	2.00	1.00
Wastewater Mechanic	1.00	0.00	0.00	0.00
Wastewater Treatment Plant Operator	3.00	3.00	3.00	5.00
Operations Manager-Environmental Services	1.00	1.00	1.00	0.00
Pretreatment and Laboratory Coordinator	1.00	1.00	1.00	1.00
Utility Maintenance Worker	0.00	1.00	1.00	1.00
Total Wastewater Treatment Plant	**9.00**	**8.00**	**9.00**	**9.00**
Total Water Resources	**12.50**	**15.00**	**16.50**	**16.50**
520 Sanitation				
Field Operations				
Solid Waste				
Field Operations Director	0.65	0.65	0.00	0.00
Solid Waste Inspector/Coordinator	1.00	1.00	1.00	0.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
520 Sanitation				
Field Operations				
Solid Waste				
Assistant Director of Field Operations	0.65	0.65	0.00	0.00
Service Assistant	0.00	0.00	0.00	1.00
Solid Waste Inspector	0.00	0.00	1.00	0.00
Field Operations Supervisor	1.00	0.00	0.00	0.00
Street/Sanitation Superindentent	0.50	0.50	0.00	0.00
Solid Waste Supervisor	1.00	1.00	1.00	1.00
Administrative Secretary	1.30	1.30	0.00	0.00
Senior Equipment Operator	3.00	2.00	2.00	3.00
Equipment Operator	8.00	8.00	9.00	8.00
Maintenance Worker	1.00	0.00	0.00	0.00
Senior Maintenance Worker	1.00	1.00	1.00	0.00
Total Solid Waste	**19.10**	**16.10**	**15.00**	**13.00**
Sanitation-Uncontained				
Field Operations Supervisor	0.00	1.00	0.00	0.00
Senior Equipment Operator	0.00	1.00	1.00	1.00
Equipment Operator	0.00	2.00	3.00	4.00
Maintenance Worker	0.00	1.00	0.00	0.00
Total Sanitation-Uncontained	**0.00**	**5.00**	**4.00**	**5.00**
Education and Enforcement				
Solid Waste Inspector	0.00	0.00	0.00	2.00
Total Education and Enforcement	**0.00**	**0.00**	**0.00**	**2.00**
Total Field Operations	**19.10**	**21.10**	**19.00**	**20.00**
Total Enterprise	**57.10**	**68.10**	**74.00**	**77.00**
Internal Service				
605 Risk Management Fund				
City Administration				
Risk Management Operations				
Risk Manager	1.00	1.00	1.00	1.00
Safety and Risk Coordinator	1.00	1.00	1.00	1.00
Total Risk Management Operations	**2.00**	**2.00**	**2.00**	**2.00**
Total City Administration	**2.00**	**2.00**	**2.00**	**2.00**
606 Fleet Services Fund				
Field Operations				
Fleet Services				
Field Operations Director	0.00	0.15	0.00	0.00
Fleet Services Coordinator	0.00	1.00	1.00	0.00

Position-Title	Authorized 2004-2005	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008
606 Fleet Services Fund				
Field Operations				
Fleet Services				
Fleet Services Supervisor	0.00	1.00	1.00	1.00
Equipment Parts Specialist	0.00	1.00	1.00	1.00
Automotive Equipment Mechanic	0.00	6.00	5.00	5.00
Assistant Director of Field Operations	0.00	0.15	0.00	0.00
Parts Warehouse/Service Assistant	0.00	0.00	1.00	1.00
Public Safety Equipment Mechanic	0.00	1.00	1.00	1.00
Administrative Secretary	0.00	0.30	0.00	0.00
Total Fleet Services	**0.00**	**10.60**	**10.00**	**9.00**
Total Field Operations	**0.00**	**10.60**	**10.00**	**9.00**
Total Internal Service	**2.00**	**12.60**	**12.00**	**11.00**
Total Authorized Full-Time Equivalents	**409.50**	**439.50**	**506.50**	**539.50**

CITY COUNCIL REPORT

SUBJECT:
Master Site Plan and Final Site Plan for Phase IV of Trinity Lutheran

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Megan Neal, Planner II (623) 333-4018

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve application DR-06-34, Trinity Lutheran Master Site Plan approval and Final Site Plan approval for Phase IV (Exhibit A and B).

BACKGROUND:

On May 7, 2007, the City Council reviewed application DR-06-34, Trinity Lutheran master site plan and final site plan approval for Phase IV. The Council instructed the applicant and City staff to work together to find acceptable solutions for required improvements to Dysart Road and dust control issues. The Council voted 7-0 to continue the item to the May 21, 2007, regular Council agenda.

Staff is providing clarification on the following items:

1. The extent of roadway and off-site improvements for Dysart Road (Exhibit I).

2. The need for decomposed granite on future Phase V for dust control.

DISCUSSION:

As directed by City Council, city staff has researched prior cases of phased churches from the year 2000 to determine appropriate development standards for this case.

Staff has compiled the following cases of phased churches in the City of Avondale:

First Baptist Church of Avondale, La Canada Blvd. and Central Ave.

DR-02-586 Request for site plan approval for first phase of development. All off-site improvements required in Phase I (Additional phases were not covered in D/G: approx. 6 acres)

DR-04-41 Request for 18, 000 Multi-purpose building expansion (Phase II). All off-site improvements (Central, La Canada, 4th Street) completed with previous site plan phase, however, additional landscaping added to the north and east of parking lot for additional screening (Potential Phase III was not covered in D/G: approximately 4.3 acres)

Church of God, Thomas Rd. and Avondale Blvd.

Z00-439-AR Request for master site plan approval for Phase I and II and final site plan approval for Phase I. All off-site improvements required in Phase I. (Potential Phase II was covered in D/G and landscaped: approx. 2.65 acres)

DR-05-28 Request for Fellowship Hall addition (Phase II). All off-site improvements completed with

Phase I. (Potential Phase III was covered in D/G and landscaped: approx.1 acre)

Cornerstone Christian Church, 11301 W. Indian School Road

Z01-441-AR Request for Cornerstone Christian Church building addition. All off-site improvements completed with previous site plan case approved May 1990. No record of required D/G and no D/G on site.

St. Thomas Aquinas Catholic Community

AR-02-539 Request for site plan approval for first phase of development. All off-site improvements required in Phase I (Additional phases were not covered in D/G: approx. 27.5 acres)

AR-03-539 Request for Senior Center addition (Phase II). All off-site improvements completed with Phase I (Additional phases were not covered in D/G: approx. 26 acres).

Staff has maintained communication with the applicant to discuss improvements to Dysart Road as well as opportunities and constraints associated with the site. The applicant, Trinity Lutheran Church, is requesting to provide a minimal amount of improvements to Dysart Road including landscaping and decomposed granite to be reflected in future Final Landscape Plans, Construction Documents, and Civil Plans submittal (Exhibit K). They are also proposing to fully clean the future Phase V site and drainage channel from vegetation and debris.

On May 16, 2007, the Trinity Lutheran Church building committee calculated additional limitations with the budget and are requesting to reduce the proposed multi-purpose building by approximately 3,025 square feet. The revised floor plan is attached (Exhibit K). This would not move the building from its proposed location, however, staff will require revised site plan, building elevations, and landscape plans from the applicant. City staff is willing to work with the applicant to make revisions to all relevant plans.

CONCLUSION:

Staff believes the required development standards for Trinity Lutheran Phase IV final site plan and master site plan approval are consistent with case history. Previous phased churches provided all off-site improvements in Phase I or Phase II of development. Staff believes the proposed Site Plan and Landscape Plan date stamped April 12, 2007 displays appropriate improvements (i.e. landscaping, decomposed granite, and sidewalk) along Dysart Road. Traffic analysis determined roadway improvements are not required, however, case precedence determined landscaping and pedestrian improvements are required at this time.

Trinity Lutheran Phase V (4.73 acres) is approximately 2 acres larger than pervious sites covered in decomposed granite. Arizona Department of Environmental Quality (ADEQ) will require the applicant to provide dust control measures if the area is disturbed during construction. Staff believes the revision to Stipulation #5 appropriately regulates dust control issues.

Staff has not reviewed the modified site plan, landscape plan, and building elevations in regards to the revised multi-purpose building. Staff has expressed their concerns to the applicant and is requesting direction from the Council.

RECOMENDATION:

Staff recommends that the City Council approve application DR-06-34 with the stipulations #1 and #5 modified as follows:

1. The development shall conform to the master site plan date stamped April 12, 2007, master landscape plan date stamped April 12, 2007, the project narrative dated February 23, 2007, and the elevations date stamped April 12, 2007 except as modified by City Council and by these stipulations.

2. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the Master Site Plan and Final Site Plan for Phase IV shall expire within one year of approval if a building permit has not

been issued.

3. Final landscape plans shall be approved prior to issuance of a building permit.

4. All proposed buildings, including those of franchise users, shall substantially conform to the architectural theme of the conceptual elevation plan date stamped April 12, 2007 and the materials and color selections board date stamped April 12, 2007.

5. Any undeveloped portions of the master site plan that are disturbed during construction shall be covered with decomposed granite for dust control until such time that those portions are developed.

6. Final site plans for Phase V shall be submitted to the Planning Division for administrative approval prior to construction plan review.

7. Signage standards for the center shall comply with the City of Avondale Zoning Ordinance. All signage shall require separate review and approval through the sign permitting process.

8. The drainage report and water & sewer report shall be revised as determined by the City Engineer prior to Final Civil Plan approval.

9. The landscape plan shall be revised to meet AASHTO standards for all sight visibility triangles.

10. Concurrent with Phase V of the development, the developer is required to dedicate 65-feet of ROW on Dysart Road, additional ROW at the intersection of Dysart Road and Indian School Road, deceleration lanes and additional ROW on Dysart Road for southbound traffic, and a traffic plan for Sunday traffic, as determined by the Traffic Engineer.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application DR-06-34, a request for Master Site Plan approval for Trinity Lutheran and Final Site Plan approval for Phase IV, subject to the ten stipulations recommended by the Planning Commission with stipulation #1 and stipulation #5 revised as recommended by staff.

ATTACHMENTS:

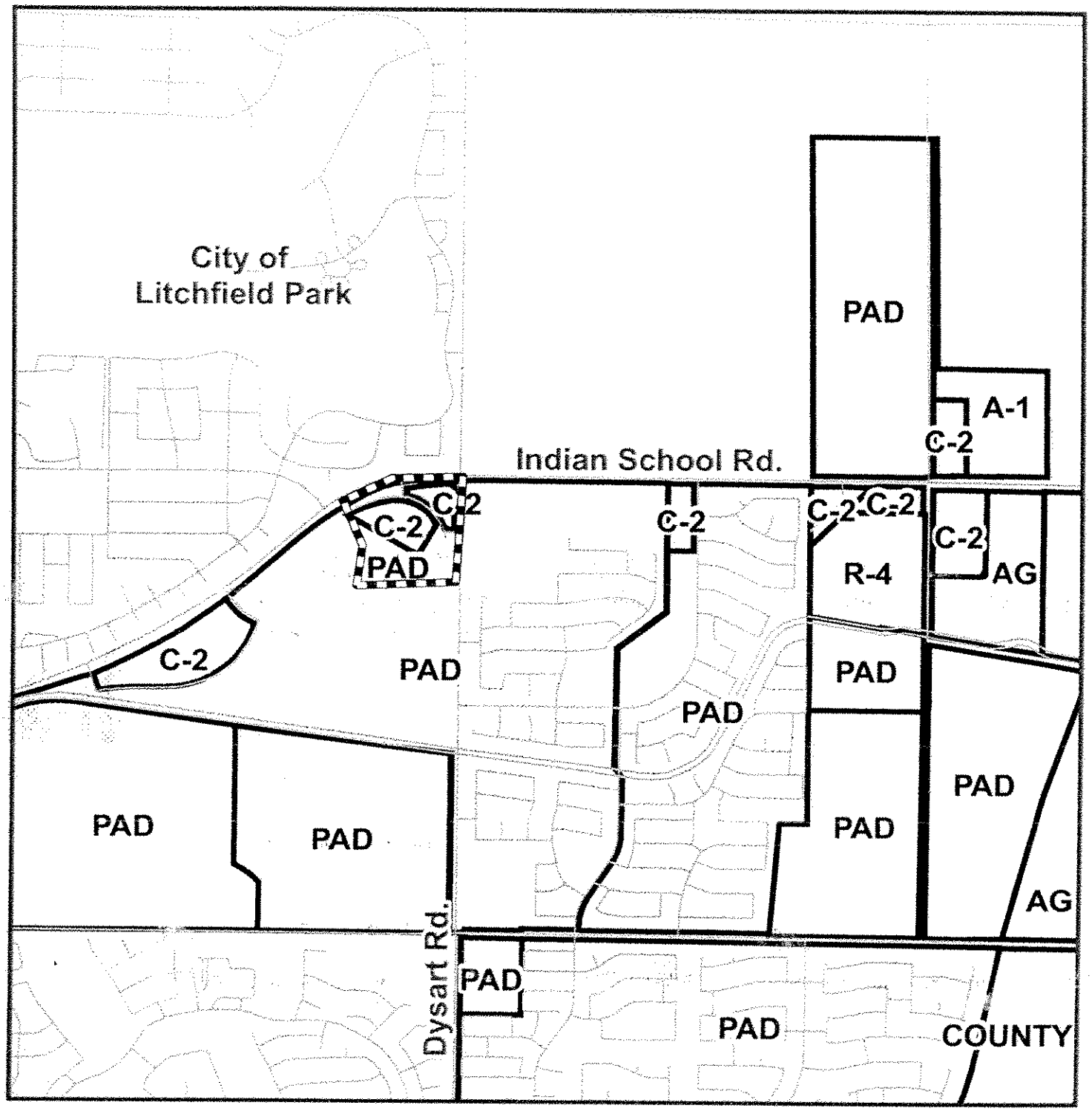
Click to download

- Exhibits A-K

ATTACHMENTS:

Exhibit A - Zoning Vicinity Map
Exhibit B - Air Photo 2006
Exhibit C - Summary of Facts
Exhibit D - Project Narrative dated February 23, 2007
Exhibit E - Master Site Plan date stamped April 12, 2007
Exhibit F - Master Landscaping Plan date stamped April 12, 2007
Exhibit G - Phase IV Building Elevations date stamped April 12, 2007
Exhibit H - Draft minutes of the Planning Commission meeting of April 19, 2007
Exhibit I - Stipulations for Case AR03-691 Trinity Lutheran addition
Exhibit J - February 2004 Narrative for Case AR03-691 Trinity Lutheran
Exhibit K - Trinity Lutheran request and floor plan dated May 17, 2007

Exhibit A

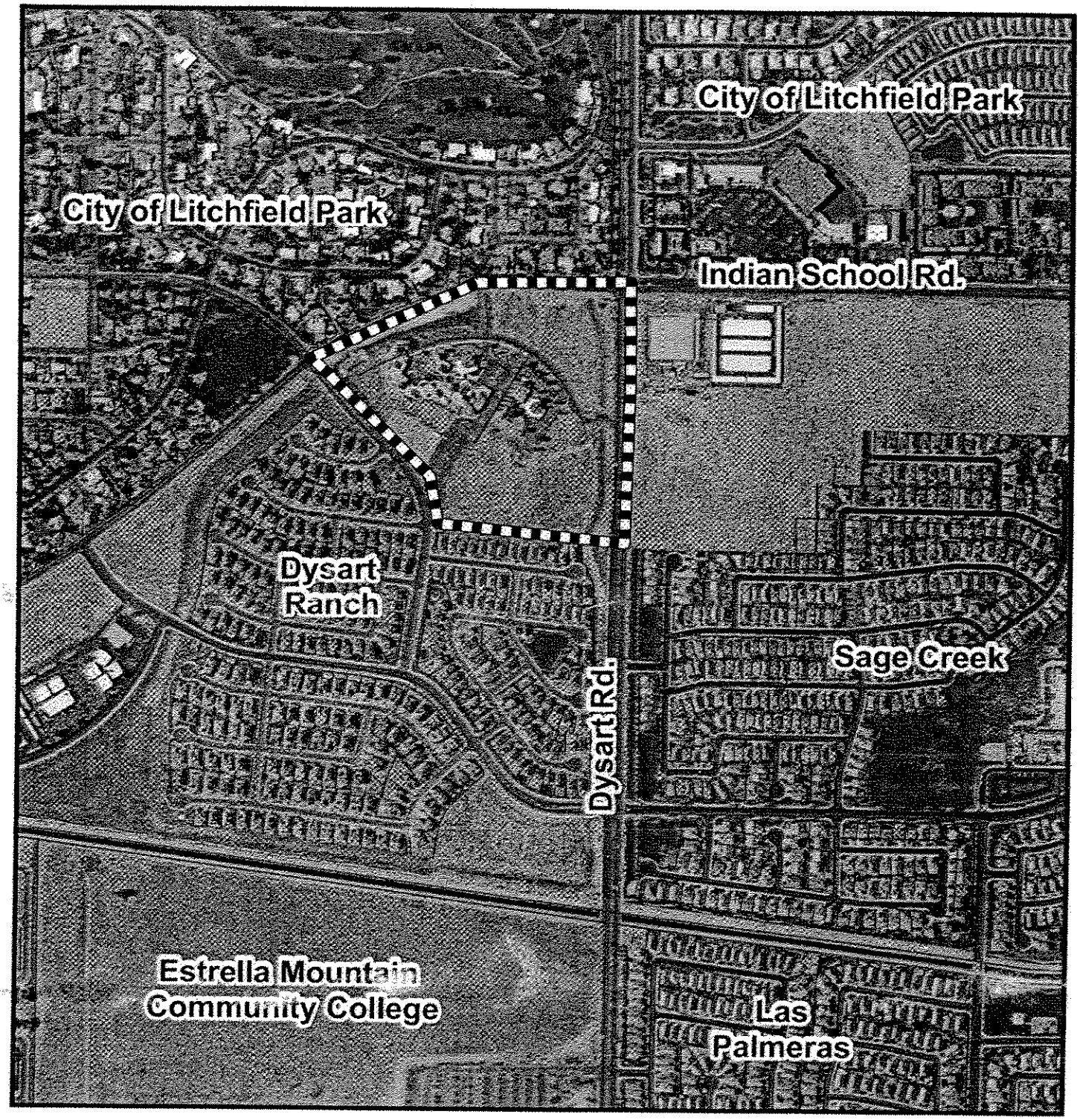


Zoning Vicinity Map
Trinity Lutheran

Avondale

Subject Site

Exhibit B



Aerial Photo
DR-06-34

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION DR-06-34

THE PROPERTY	
PARCEL SIZE	21 acres
LOCATION	Southwest corner of Dysart Road and Indian School Road
PHYSICAL CHARACTERISTICS	The site is relatively flat.
EXISTING LAND USE	Trinity Lutheran church/school
EXISTING ZONING	PAD (Palm Valley Planned Area Development)
ZONING HISTORY	The site was zoned PAD in 1994.
DEVELOPMENT AGREEMENT	The City and SunCor Development entered into a development agreement in 1993. The development agreement was amended in 1997, 1998, and 2002. There are no outstanding issues.

SURROUNDING ZONING AND LAND USE	
NORTH	City of Litchfield Park, Residential, zoned
EAST	Single-Family Residential, zoned PAD (Sage Creek subdivision)
SOUTH	Single-Family Residential, zoned PAD (Dysart Ranch subdivision)
WEST	Single-Family Residential, zoned PAD (Dysart Ranch subdivision)

GENERAL PLAN
The subject property is designated as Commercial and Medium Density Residential (2.5 – 4 dwelling units per acre) on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Litchfield Elementary and Agua Fria Union High School
ELEMENTARY SCHOOL	Palm Valley Elementary School
HIGH SCHOOL	Agua Fria Union High School

STREETS	
Dysart Road	
Classification	Major Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes, ½ center turn lane, and streetlights.

Standard half street improvements	3 traffic lanes, ½ center turn lane with median, curb, gutter, sidewalk, landscaping, bike lane, and street lights.
Indian School Road	
Classification	Major Arterial
Existing half street ROW	55 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes and ½ center turn lane, and streetlights.
Standard half street improvements	3 traffic lanes, ½ center turn lane with median, curb, gutter, sidewalk, landscaping, bike lane, and street lights. (per Maricopa County improvements)

Utilities
There are 16" waterline in Dysart Road and 12" waterline in Indian School Road. There is an existing 15" sewer line in Dysart Road and a 21" line in Indian School Road.

EXHIBIT D

ARCHITECTS

Schneider Shay Pian Worcester Architects
8681 East Via de Negocio
Scottsdale, Arizona 85258-3330
Phone: (480) 991-0800 Facsimile: (480) 991-2623
e-mail: pmcgee@sspwarchitects.com

PROJECT NARRATIVE
City of Avondale
Site Plan Submittal
TRINITY LUTHERAN CHURCH & SCHOOL
TLC – PHASE IV
NEW MULTIPURPOSE & CLASSROOM ADDITIONS
SSPW Architects Project No. 0321D
Submittal date November 3, 2006
2nd Submittal date February 23, 2007

PLANNING RECEIVED FEB 2007 DIVISION DR-06-34 2nd

FACILITY MISSION:

Trinity Lutheran Church's mission is to *Share the Living Water of Jesus Christ with a Thirsty World.* The school plays a great part in this mission. Many families come to Trinity by starting their children out in the preschool. As their involvement in their children's education grows, so does their church involvement.

HISTORY:

Trinity Lutheran Church was started with just four families. The attendance at Trinity now is approximately 1,150 and they have a total of five services every Sunday. Although multiple services have helped Trinity's worship dilemma, they are still in need of new space.

As with the Church, Trinity Lutheran School has grown at a phenomenal rate. Starting out as a preschool, they now have preschool through grade 8. Just this year enrollment has grown to 651 students. The younger households moving into the area have created a demand at Trinity Lutheran Church for increasing preschool facilities. But as seen in the figures below, enrollment per grade appears to diminish as the older children move on to other schools.

PROPOSED DEVELOPMENT:

As mentioned previously, the student enrollment for the 2006/2007 school year is 651 students. Current enrolled students are of preschool age through 8th grade. The school does not plan to expand their education program beyond the 8th grade. There are currently 90 church and school staff members. The school maintains maximum student capacity per classroom as follows:

- Preschool 3 year olds — 16 per classroom
- Preschool 4 year olds — 18 per classroom
- Kindergarten — 22 per classroom
- Elementary grades 1-6 — 25 per classroom
- Intermediate grades 7-8 — 25 per classroom

It is important to know that the preschool programs are one-half day. When the proposed preschool classrooms are complete, preschool enrollment is expected to reach capacity at 548 within 1 to 2 years. The "Trinity Twos" is more of a Day Care than a Preschool. One classroom will have 23 children and the other will have 16. The smaller class is for "transitional" children who have turned 3 but are not quite ready for the 3-year old preschool program. The overall school enrollment numbers can be broken down as follows:

- "Trinity-Twos" 2 year olds — 39 students
- Preschool 3 year olds — 224 students
- Preschool 4 year olds — 324 students
- Kindergarten — 66 students
- Elementary grades 1-6 — 258 students
- Intermediate grades 7-8 — 54 students
- Totals — 965 students

Trinity is currently proposing to add two (2) buildings totaling 22,504 square feet of space. The new 17,290 square foot Multipurpose Building will house a gymnasium, school kitchen, toilets, one 1,800 SF youth group assembly room, one standard size classroom and storage space. Student dining will occur within the gymnasium and an exterior covered patio space. The kitchen is being designed to warm and serve lunches catered by the local Litchfield Park Public School. Participation in the lunch program is limited to grades K-8. The new 5,214 square foot preschool classroom building will house six (6) new classrooms and supporting toilets.

Both of these new buildings are currently proposed to be constructed of steel with EIFS finishes to match the existing facility. High walls of the new gymnasium will be constructed of CMU with an EIFS finish. These structures will be fire-sprinklered.

An additional masonry screen wall is proposed adjacent to the 275.26' southern-most boundary with the Baptist property. Additional screening of the Baptist property will be unlikely this Phase IV due to constraints on the budget. Additional parking, landscaping and off-site improvements are also proposed and are discussed in more detail later in this narrative. The new preschool classroom building is proposed to be completed in September 2007.

SCHEDULE:

A revised planning and development schedule is as follows:

1. Preapplication Meeting	September 6, 2006
2. Site Plan 1st Application	November 3, 2006
3. City Issues 1st Review Comments	January 10, 2007
4. Required Corrections 2nd Application	February 23, 2007
5. Submit for Building Permit – Preschool Building	Late February, 2007
6. Staff Recommendation to City Council	Mid March, 2007
7. Pull Permit – Preschool Building	Mid March, 2007
8. Submit for Building Permit – Multipurpose Building	Mid March, 2007
9. Pull Permit – Multipurpose Building	Mid May, 2007
10. Owner Occupancy – Preschool Building	September 15, 2007
11. Owner Occupancy – Multipurpose Building	November 15, 2007

Despite recent planning and design revisions requested by the Trinity Lutheran Church, they have expressed an urgent need to open doors and occupy the preschool building as early in September as is possible. The Multipurpose Building does not have as much an urgency to be completed.

FIRE:

The proposed buildings will be fully sprinklered. One (1) new private fire hydrant is proposed with Phase IV. This will be connected to a new looped water line extended from the existing LPSCO water service under Plaza Circle. Proposed location is southeast of the new preschool classroom building as indicated. Two (2) parking spaces will be eliminated to provide required access to the hydrant. This campus is served by a fire alarm system which has the capacity to be expanded to both proposed Phase IV buildings.

PHASE IV PARKING IMPROVEMENTS:

There are currently 220 parking spaces as striped for this facility. Fifty-one (51) spaces will be lost to the new development design. More detailed parking calculations have been included on the site plan and as follows:

Per City of Avondale Zoning Ordinance:

Section 804-B		
Existing Church Main Assembly	6,144 SF/100	= 62 spaces
Existing Admin/Office	4,243 SF/200	= 22 spaces
Existing and New Classrooms (34 Classrooms)	33+1	= 34 spaces
Section 804-C		
Multipurpose	12,810 SF Assembly Occupancy areas (74% of building)/160 = 12,810 SF/160	
Total Required Parking		81 spaces

Total Required Parking Phase IV	199 spaces
Current Parking	220 spaces
Spaces Lost	-51 spaces
New Spaces Added Phase IV	49 spaces
Total Proposed Parking	218 spaces

New parking lot will utilize 3'-0" high masonry parking screen walls as indicated on the plan.

PHASE V PARKING IMPROVEMENTS:

At this time the Trinity Lutheran Church is planning for a 23,521 SF sanctuary (assembly occupancy) and 9,828 SF of church administrative offices (business occupancy). We feel these programmed areas are fairly firm and will likely stay the same or decrease somewhat as plans become fully defined and developed. Proposed future parking calculations are as follows:

Section 804-B		
Phase V Church Main Assembly	23,521 SF/100	= 236 spaces
Phase V Admin/Office	9,828 SF/200	= 50 spaces
Total Proposed and Provided Phase V Parking		286 spaces

LANDSCAPING:

Newly developed school grounds will be landscaped similar to existing in compliance with City of Avondale standards. The new retention basin is proposed to be decomposed granite. At this time, the new basin is not dedicated to serve as playground areas and thus, will not be landscaped with turf. R.O.W. frontages along Indian School and Dysart Roads will be landscaped according to City of Avondale standards. R.O.W. frontages along the new 132nd Avenue were landscaped in the last phase of development. Undeveloped future building sites are proposed to be devegetated of unsightly weeds and properly maintained until such time of the future development.

OFF-SITE DYSART ROAD IMPROVEMENTS:
As per previous agreement in City of Avondale letter dated March 3, 2004, under Phase IV, Trinity Lutheran Church will provide for improvements in the Dysart Road R.O.W. along the property frontage. These improvements include one (1) additional traffic lane, curb and gutter, sidewalk, streetlights, and landscape improvements within the R.O.W. between the street and the drainage channel. Additionally, all electric lines less than 69-kv will need to be placed underground.

OFF-SITE INDIAN SCHOOL ROAD IMPROVEMENTS:
MCDOT is currently planning to move forward with the widening of Indian School Road. They have approached Trinity Lutheran Church with a monetary offer for a portion of land that would provide for a 150' R.O.W. MCDOT plans to provide the road and sidewalks, relocate utilities and other miscellaneous improvements. The MCDOT offer was rejected by Trinity Lutheran Church.

On September 7, 2004, the Avondale City Council approved a final plat prepared by Trinity Lutheran Church's consultant. As required by the City, this final plat will be promptly dedicated to the City of Avondale and recorded.

HANDICAPPED ACCESSIBILITY:
Proposed are new accessible sidewalks to the two new buildings. A new crosswalk is proposed to bisect the north-south fire lane/drive for pedestrian safety and accessibility to the new parking lot. There are 49 new parking spaces proposed with this development. (See Phase IV Parking Improvements.) Because of the remoteness of the new parking lot, existing areas closer to the proposed buildings will be restriped for accessibility. Per the A.D.A. 4.1.2, seven (7) accessible parking spaces are required upon completion of Phase IV. Thirteen (13) accessible spaces will be provided. From any accessible parking space we have flush, accessible sidewalks to every door in the facility with the exception of maintenance/mechanical type rooms. This is a relatively flat site. There are no existing/new sidewalks with a slope steeper than 1:20.

As required by the City of Avondale Planning comments, two (2) sidewalks and associated accessible ramps have been added to tie the property with the adjacent neighborhoods. One (1) sidewalk is indicated at the main entry off Indian School Road connecting to a proposed MCDOT sidewalk. Another is indicated connecting to an existing R.O.W. sidewalk at the southwest 132nd Avenue entry.

All of the new toilet rooms in the proposed buildings will provide for a 5' turning radius and will all be designed with accessible plumbing fixtures. Required clearances on both sides of all new doorways will be provided. All new countertop heights will be at 34" above finished floor. The heights of all lighting/mechanical and systems controls will be designed within A.D.A. recommended guidelines.

SIGNAGE:
No new major signage locations are currently being proposed under this development contract. A monument type entry sign may be pursued by the Trinity Lutheran Church and School for the main entry off of Indian School once those road improvements are complete. A separate signage permit will be secured. The only new signage being proposed for this development are those required for parking and building accessibility, traffic and by the fire department.

GRADING AND DRAINAGE:
On-site storm water retention is required. Two (2) existing retention basins that also serve as school playgrounds will remain. The proposed drainage concept indicates the smaller of these playfields be regraded to accommodate underground storm water retention. One (1) new retention basin is proposed in the southern portion of the site for the Phase IV development to handle storm water run-off from the newly developed parking lot. Please reference the submitted Drainage Report for a more detailed description.

WATER:
The existing LPSCO water service below Plaza Circle currently serves the buildings of the north half of the Trinity Lutheran Church and School site. As per recommendations by the Fire Department, a looped water line is proposed for better hydrant pressure. This new line will loop around the Baptist property connecting to Plaza Circle on both ends. A meter will be installed for domestic use by the new Phase IV and Phase V buildings. Please reference the submitted Water Report for a more detailed description.

SEWER:
THE existing LPSCO sewer service below Plaza Circle currently serves the buildings of the north half of the Trinity Lutheran Church and School site. LPSCO sewer service under Plaza Circle is too shallow and too far to serve the two new buildings without the use of a private underground sewage lift station. Please reference the submitted Sewer Report for a more detailed description.

ELECTRICAL:
Current 600 amp APS service to the existing preschool building will be extended to serve the new 8-classroom building. However, new service will probably need to be acquired for the new Multipurpose Building. A new transformer can be connected to the existing APS switching cabinet across 132nd Avenue by way of the empty conduits sleeved under the road during the previous phase.

COMMUNICATIONS:
All low-voltage telephone and computer data systems will be extended and connected to the existing. These systems will be installed by the Owner's systems vendor(s).

FUTURE DEVELOPMENTS – PHASE IV NEW WORSHIP CENTER:
As previously mentioned, future plans include a New Worship Center with an 800-seat sanctuary, a bell tower, church administration building and required parking. This will be the final phase to fully develop this site and complete the Trinity Master Plan. The projections for this phase of construction have not yet been determined, but the Church hopes to begin the New Worship Center within the next three to four years.

Prepared by,

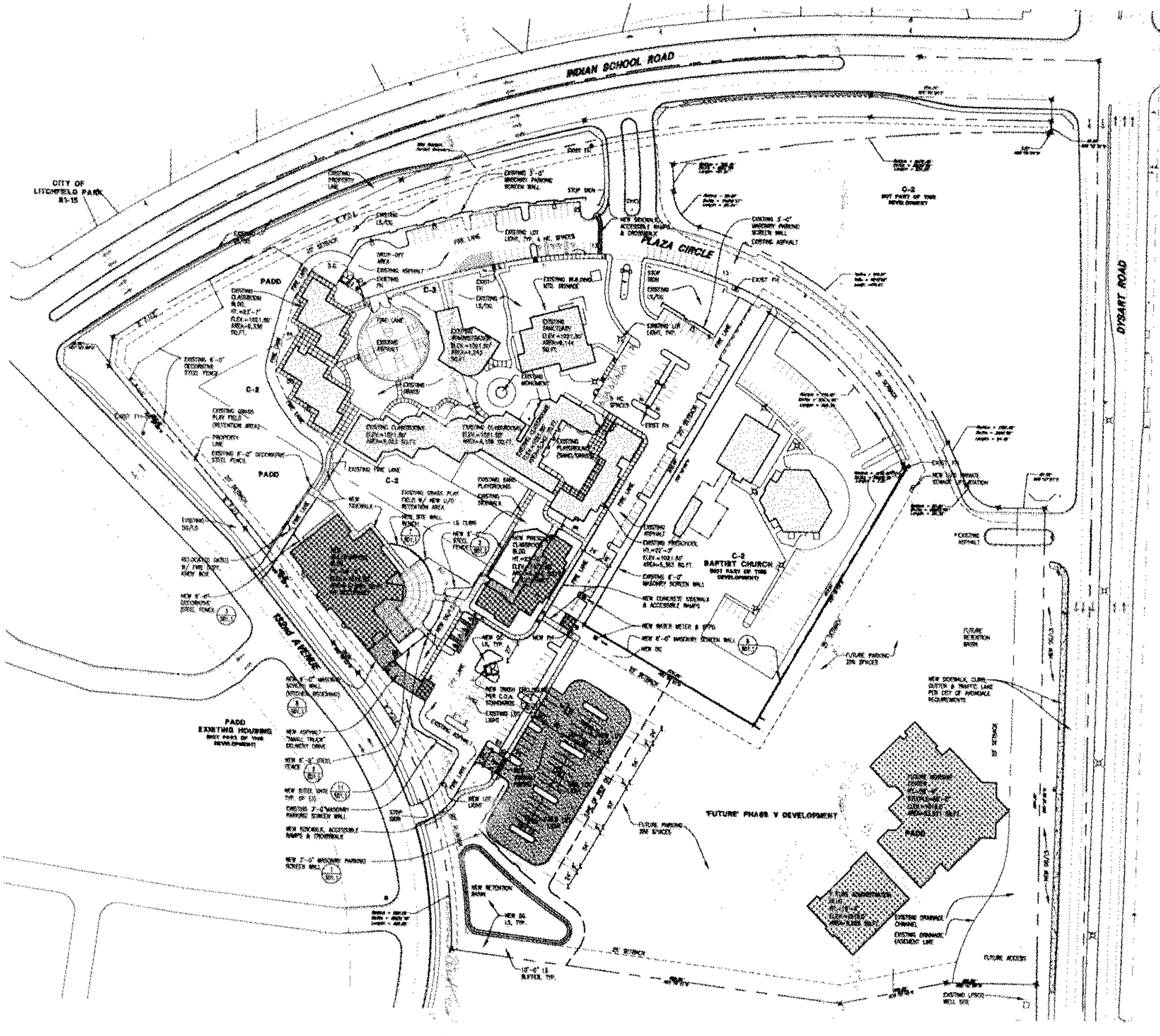
SCHNEIDER SHAY PIAN WORCESTER ARCHITECTS

Patrick S. McGee, AIA, LEED AP
Architect

PSM/sl

cc: Terry Worcester

EXHIBIT E



SIGNAGE NOTES

1. ALL SIGNAGE REQUIRES SEPARATE PERMIT.
2. "FIRE LANE" SIGNS WILL BE INSTALLED AT REQUIRED INTERVALS ALONG ALL NEW FIRE LANES IN ACCORDANCE WITH THE FIRE DEPARTMENT.
3. "ACCESSIBLE PARKING" SIGNS WILL BE INSTALLED AT ALL ACCESSIBLE PARKING SPACES.
4. TRAFFIC CONTROL "STOP" SIGNAGE WILL BE INSTALLED AT LOCATIONS INDICATED.
5. ROOM SIGNAGE WILL BE INSTALLED AT ALL TOILET FACILITIES IN ACCORDANCE WITH THE A.D.A.

DEVELOPMENT:
PHASE IV ADDITIONS TO THE TRINITY LUTHERAN CHURCH AND SCHOOL
[illegible]

OWNER:
TRINITY LUTHERAN CHURCH AND SCHOOL
[illegible]

ARCHITECT:
SSPW ARCHITECTS
[illegible]

PROJECT:

New Phase IV Construction:
Multipurpose = 17,290 s.f.
Preschool Building = 5,214 s.f.
[illegible]

Future Phase V Construction:
Sanctuary, Administration = 33,349 s.f.
[illegible]

Building Areas
TOTAL EXISTING BUILDING AREA: = 40,107 s.f.
TOTAL NEW BUILDING AREA: = 22,504 s.f.
TOTALS: = 62,611 s.f.

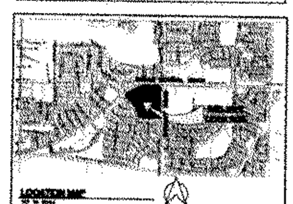
Site Area
[illegible]

Site Zoning
[illegible]

Parking Required
Per City of Avondale Zoning Ordinance
[illegible]

CITY OF AVONDALE CODES
[illegible]

SITE DATA TABLE



LOCATION MAP

VICINITY MAP

PRELIMINARY
NOT FOR CONSTRUCTION

SITE PLAN

SCHNEIDER SHAY PIAN WORCESTER
ARCHITECTS

SCHNEIDER SHAY PIAN WORCESTER ARCHITECTS L.L.P.
[illegible]

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CHECKED BY:
DRAWN BY:

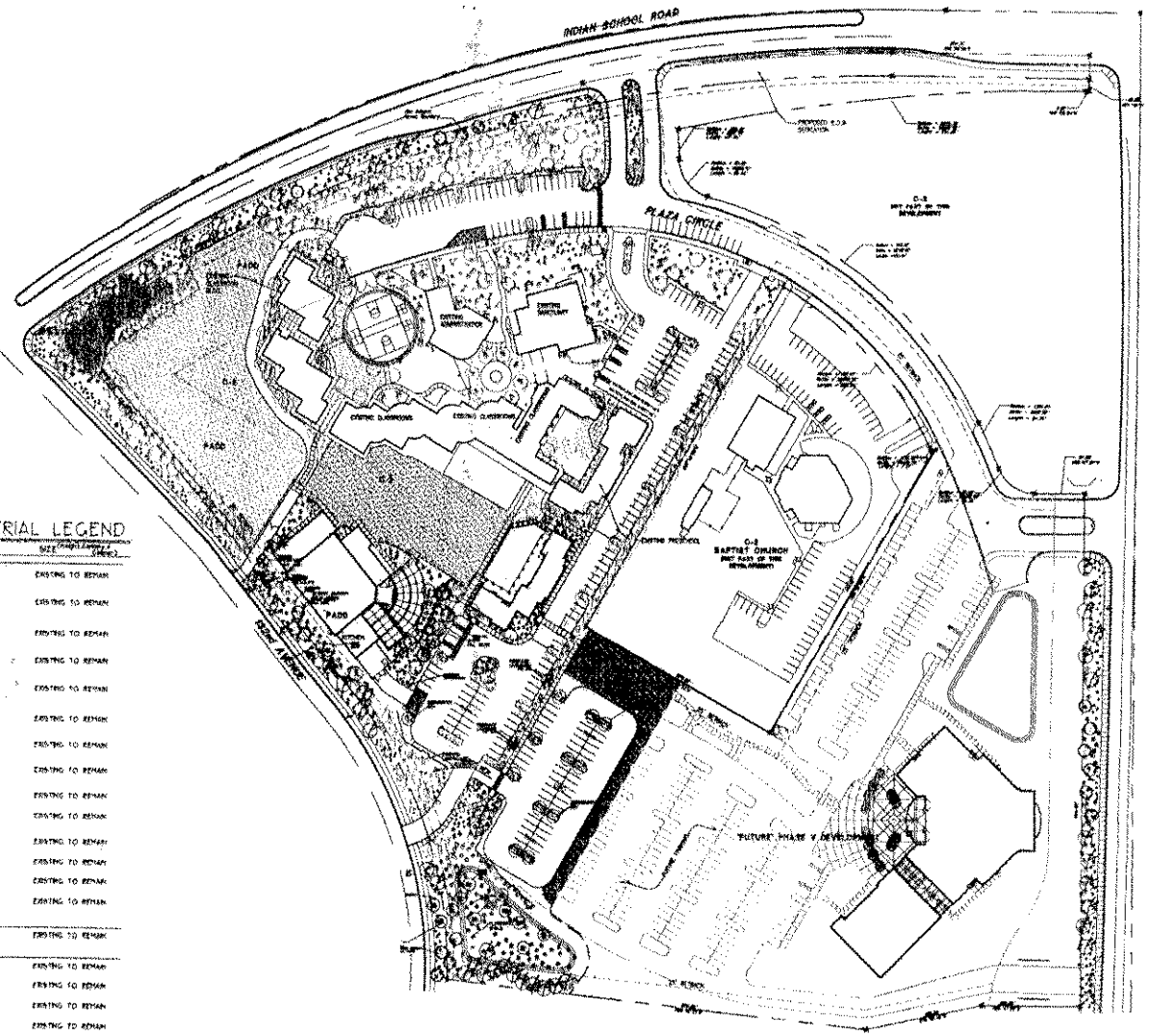
TRINITY LUTHERAN CHURCH & SCHOOL

TRINITY LUTHERAN CHURCH & SCHOOL

PHASE IV New Multipurpose & Preschool Expansion

SITE PLAN

SHEET:
SP1.1



OVERALL LANDSCAPE PLAN

SCALE 1"=50'-0"

0 80 160 320

PLANT MATERIAL LEGEND

KEY	SYMBOL	BOTANICAL/COMMON NAME	SIZE	CONTAINER	SPACING
TREES					
		Caesalpinia C. Desert Museum Desert Museum Red Bauhinia	36" Box, 6, 3, 1.25" 24" Box, 1.5, 1, 1.25"	Double-Staked Typ.	
		Prosopis hybrid species Sweet American Hybrid Mesquite	36" Box, 8, 3, 1.25" 24" Box, 6, 3, 1.25"	Double-Staked Typ.	
		Olea europaea Evergreen Olive	24" Box, 6, 3, 1.25"	Double-Staked Typ.	
		Quercus virginiana Heritage Live Oak	24" Box, 6, 3, 1.25"	Double-Staked Typ.	
		Pistacia chinensis Chinese Pistache	24" Box, 6, 3, 1.25"	Double-Staked Typ.	
		Olea europaea 'Swan Hill' Swan Hill Olive	24" Box, 6, 3, 1.25"	Double-Staked Typ.	
LARGE SHRUBS					
		Eucalyptus 'San Saba' San Saba Red Bauhinia	5 Gallon		
		Calliandra californica Baja Red Fairy Duster	5 Gallon		
		Nerium o. 'Petite Pink' Petite Pink Oleander	5 Gallon		
		Leucophyllum Candidum Thunder Cloud Ranger	5 Gallon		
		Leucophyllum frutescens Green Cloud Texas Ranger	5 Gallon		
		Evergreen artificial Dwarf Rosemary	5 Gallon		
		Chaenomeles speciosa 'Texas Red' Texas Red Quince	5 Gallon		
GROUNDCOVERS					
		Lantana m. 'New Gold' New Gold Lantana	1 Gallon		
		Lantana montevidensis Purple Lantana	1 Gallon		
		Trachelospermum asiaticum Star Jasmine	1 Gallon		
VINES					
		Bougainvillea spectabilis Red Tango	5 Gallon		
		Campsis grandiflora Red Bird of Paradise	5 Gallon		
		Distictis buccinatoria Blood Vine	5 Gallon		
		Bougainvillea 'Desert Gold' Desert Gold Trailing Acacia	5 Gallon		
LANDSCAPE MATERIALS					
		Decomposed Granite Desert Red	1/2" max. screened 2" Deep 3/4" Max. in size		
		Granite Header	4" x 6", Cornstyle 3" Deep		
		Hidden Remote	Sod		
		River Rock	3" to 8" round, 6" deep		
		Decomposed Granite Desert Gold	1/4" max. 2" deep for Turbine 1/4" max. 1" deep for Citrus and 3/4" max. 2" deep in ROW		

NOTE:
QUANTITIES SHOWN FOR CITY APPROVAL ONLY. LANDSCAPE CONTRACTOR TO INSTALL QUANTITIES AS SHOWN ON PLAN, NOT ON LEGEND.

DECOMPOSED GRANITE TO OCCUR IN ALL AREAS EXCEPT TURF, RIVER ROCK, AND HARDSCAPE, UNLESS NOTED ON PLANS.

SMALLER TREE SIZE TO TAKE PRECEDENCE UNLESS NOTED ON PLANS.

EXISTING PLANT MATERIAL LEGEND

KEY	SYMBOL	BOTANICAL/COMMON NAME	SIZE	CONTAINER	SPACING
EXISTING TREES					
		Pinus eldarica Afghan Pine		EXISTING TO REMAIN	
		Cercidium floridum Palo Brea		EXISTING TO REMAIN	
		Prosopis chilensis Chilean Mesquite		EXISTING TO REMAIN	
		Olea europaea Evergreen Olive		EXISTING TO REMAIN	
		Quercus virginiana Heritage Live Oak		EXISTING TO REMAIN	
		Ulmus parvifolia 'Drake' Drake Elm		EXISTING TO REMAIN	
		Olea europaea 'Swan Hill' Swan Hill Olive		EXISTING TO REMAIN	
		Ficus benjamina Weeping Fig		EXISTING TO REMAIN	
		Pistacia chinensis Chinese Pistache		EXISTING TO REMAIN	
		Pinus canariensis Canary Island Pine		EXISTING TO REMAIN	
		Citrus species Citrus		EXISTING TO REMAIN	
		Acacia smallii Sand Acacia		EXISTING TO REMAIN	
		Schinus molle Peruvian Pepper Tree		EXISTING TO REMAIN	
		Washingtonia robusta Mexican Fan Palm		EXISTING TO REMAIN	
EXISTING DACTYLS/SMALL PALMS					
		Dracaena marginata Dragon's Blood		EXISTING TO REMAIN	
EXISTING LARGE SHRUBS					
		Eucalyptus 'San Saba' San Saba Red Bauhinia		EXISTING TO REMAIN	
		Calliandra californica Baja Red Fairy Duster		EXISTING TO REMAIN	
		Nerium o. 'Petite Pink' Petite Pink Oleander		EXISTING TO REMAIN	
		Leucophyllum Candidum Thunder Cloud Ranger		EXISTING TO REMAIN	
		Leucophyllum frutescens Green Cloud Texas Ranger		EXISTING TO REMAIN	
		Rosmarinus officinalis 'Prostratus' Dwarf Rosemary		EXISTING TO REMAIN	
EXISTING GROUNDCOVERS					
		Lantana d. 'New Gold' New Gold Lantana		EXISTING TO REMAIN	
		Lantana montevidensis Purple Lantana		EXISTING TO REMAIN	
		Trachelospermum asiaticum Star Jasmine		EXISTING TO REMAIN	
EXISTING VINES					
		Bougainvillea spectabilis Red Tango		EXISTING TO REMAIN	
		Campsis grandiflora Red Bird of Paradise		EXISTING TO REMAIN	
		Distictis buccinatoria Blood Vine		EXISTING TO REMAIN	

SCHNEIDER SHAY PLAN WORCESTER ARCHITECTS

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TRINITY LUTHERAN CHURCH & SCHOOL
8230 Plaza Circle, Litchfield Park, Arizona 85340
"Sharing the Living Water of Jesus Christ"
PHASE IV ... New Multipurpose & Classroom Building

TRINITY LUTHERAN CHURCH & SCHOOL

The Campbell Collaborative
Landscape Architects and Planners
1747 E. Morten, Suite 204
Phoenix, Arizona 85020
(602) 995-0962 Fax: (602) 995-1707

06726

DATE: 2-20-07

JOB NO.: 05210

SHEET: L1.0

Exhibit H

PLANT MATERIAL LEGEND

KEY	SYMBOL	BOTANICAL/COMMON NAME	SIZE	REMARKS
TREES				
①		Cercidium / Desert Museum Palo Verde	[illegible]	Double-Staked Typ.
②		Prosopis juliana velutina / Double American Hybrid Mesquite	[illegible]	Double-Staked Typ.
③		Ulmo parvifolia / Evergreen Elm	[illegible]	Double-Staked Typ.
④		Quercus virginiana / Heritage Live Oak	[illegible]	Double-Staked Typ.
⑤		Nolina/Dasylirion / Texas Sheets	[illegible]	Double-Staked Typ.
⑥		Olea europaea 'Swan Hill' / Swan Hill Olive	[illegible]	Double-Staked Typ.
LARGE SHRUBS				
⑦		Bougainvillea 'San Diego' / San Diego Red Bougainvillea	5 Gallon	
⑧		Leucophyllum laevigatum / Rock Red Fairy Duster	5 Gallon	
⑨		Portlandia / Portlandia Pink Oleander	5 Gallon	
⑩		Leucophyllum Candidum / Thunder Cloud Ranger	5 Gallon	
⑪		Leucophyllum frutescens / Green Cloud Texas Ranger	5 Gallon	
⑫		Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	5 Gallon	
⑬		Fraxinus / Velvetine Ash	5 Gallon	
⑭		Muhlenbergia capillaris 'Regal Mist' / Regal Mist Deer Grass	5 Gallon	
GROUNDCOVERS				
⑮		Lantana x 'New Gold' / New Gold Lantana	1 Gallon	
⑯		Lantana montevidensis / Purple Lantana	1 Gallon	
⑰		Trachelospermum jasminoides / Star Jasmine	1 Gallon	
ACCENTS				
⑱		Hesperaloe parviflora / Red Yucca	5 Gallon	
⑲		Leucophyllum pinetorum / Red Bird of Paradise	5 Gallon	
⑳		Dasylirion wheeleri / Desert Spoon	5 Gallon	
㉑		Muhlenbergia / Deer Grass, Carpet, Desert Carpet Trailing Acacia	5 Gallon	
LANDSCAPE MATERIALS				
㉒		Decomposed Granite / Jewel Red	3/4" sieve screened 2" Deep	
㉓		Cocoanuts Mulch	3/4" fines, 4" ROW	
㉔		Mulch Shredded	2" 1.5" Cocoanuts 2" Deep	
㉕		River Rock	3 to 6" round, 6" deep	
㉖		Decomposed Granite / Desert Gold	3/4" sieve 2" deep for frontage 1/4" sieve 1" deep for rear and 3/4" sieve 2" deep + ROW	

NOTE:

QUANTITIES SHOWN FOR CITY APPROVAL ONLY. LANDSCAPE CONTRACTOR TO INSTALL QUANTITIES AS SHOWN ON PLAN NOT ON LEGEND

DECOMPOSED GRANITE TO DEGUM IN ALL AREAS EXCEPT TURF, RIVER ROCK, AND HARDSCAPE UNLESS NOTED ON PLANS

SMALLER TREE SIZE TO TAKE PRECEDENCE UNLESS NOTED ON PLANS

SITE PLAN PLANTING DATA

	LANDSCAPE AREAS	REQUIRED	PROVIDED
A	ON SITE LANDSCAPE AREA Commercial 20% of net site area Industrial 15% of net site area	43,390 SQ. FT.	370,966 SQ. FT.
B	RESIDENTIAL BUFFER LANDSCAPE AREA 10' from all residential boundaries	NA	NA
C	PARKING LANDSCAPE AREA Minimum of 10%	NA	NA
D	PARKING ISLANDS 1 per 10 consecutive parking spaces Minimum 5' wide and 50 sq. ft.	Existing	Existing
E	FOUNDATION PLANTING 50% of building frontage for buildings fronting on public streets, 5' minimum width	NAME	NAME
	LANDSCAPE PLANTINGS	REQUIRED	PROVIDED
	R.O.W./Street Frontage Landscape Plantings		
F1	1 Tree / 20 L.F. of street frontage	23 Trees	23 Trees
F2	1 Shrub / 20 L.F. of street frontage	23 Shrubs	23 Shrubs
F3	Shrubs Coverage Over 50%	11,500 SQ. FT.	11,500 SQ. FT.
	PARKING LOT PLANTINGS		
F4	1 Tree / 10 L.F. parking islands	Existing	Existing
	RESIDENTIAL BUFFER PLANTINGS		
F5	1 Tree / 20 L.F. of residential boundaries	NA	NA
	Special Planting Regards (PAD Zoning, etc.)		
	TOTALS	REQUIRED	PROVIDED
	Landscape Areas (A + B)	43,390 SQ. FT.	370,966 SQ. FT.
	Trees (Street Frontage Perimeter, R.O.W. Only)	23 Trees	23 Trees
	Shrubs (Street Frontage Perimeter, R.O.W. Only)	23 Shrubs	23 Shrubs
	Trees (Total Trees Only of Total Scape)	23 Trees	23 Trees
	Shrubs (Total Shrubs Only of Total Scape)	23 Shrubs	23 Shrubs
	Shrub Coverage (Sq. Ft.)	11,500 SQ. FT.	11,500 SQ. FT.

GENERAL NOTES

1. No turf shall be permitted within the R.O.W.
2. No Property Owner and/or Lessee shall be responsible to maintenance of adjacent public R.O.W.
3. All trees shall have a minimum growth of 75% evergreen material, for public use by Architect that all approved plan material.

EXISTING PLANT MATERIAL LEGEND

KEY	SYMBOL	BOTANICAL/COMMON NAME	SIZE	REMARKS
EXISTING TREES				
A		Pinus edulis / Pinyon Pine		EXISTING TO REMAIN
B		Cercidium floridum / Palo Brea		EXISTING TO REMAIN
C		Prosopis velutina / Velvet Mesquite		EXISTING TO REMAIN
D		Ulmus parvifolia / Evergreen Elm		EXISTING TO REMAIN
E		Quercus virginiana / Heritage Live Oak		EXISTING TO REMAIN
F		Lophostemon laevigatus / Brisbane Box		EXISTING TO REMAIN
G		Olea europaea / Swan Hill Olive		EXISTING TO REMAIN
H		Olneya tesota / Ironwood		EXISTING TO REMAIN
I		Pithecellobium flexicaule / Texas Ebony		EXISTING TO REMAIN
J		Prosopis velutina / Velvet Mesquite		EXISTING TO REMAIN
K		Olea europaea / Olive		EXISTING TO REMAIN
L		Acacia salicina / Willow Acacia		EXISTING TO REMAIN
M		Acacia stenophylla / Shoestring Acacia		EXISTING TO REMAIN
N		Washingtonia robusta / Mexican Fan Palm		EXISTING TO REMAIN
EXISTING CACTI/SMALL PALMS				
O		Carnegiea gigantea / Saguaro		EXISTING TO REMAIN
EXISTING LARGE SHRUBS				
P		Bougainvillea 'San Diego' / San Diego Red Bougainvillea		EXISTING TO REMAIN
Q		Leucophyllum laevigatum / Rock Red Fairy Duster		EXISTING TO REMAIN
R		Nerium / Portlandia Pink Oleander		EXISTING TO REMAIN
S		Leucophyllum Candidum / Thunder Cloud Ranger		EXISTING TO REMAIN
T		Leucophyllum frutescens / Green Cloud Texas Ranger		EXISTING TO REMAIN
U		Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary		EXISTING TO REMAIN
EXISTING GROUNDCOVERS				
V		Lantana x 'New Gold' / New Gold Lantana		EXISTING TO REMAIN
W		Lantana montevidensis / Purple Lantana		EXISTING TO REMAIN
X		Trachelospermum jasminoides / Star Jasmine		EXISTING TO REMAIN
EXISTING ACCENTS				
Y		Hesperaloe parviflora / Red Yucca		EXISTING TO REMAIN
Z		Leucophyllum pinetorum / Red Bird of Paradise		EXISTING TO REMAIN
AA		Dasylirion wheeleri / Desert Spoon		EXISTING TO REMAIN

OVERALL LANDSCAPE PLAN

SCALE 1"=60'-0"

0 60 120 240

NORTH

SCHNEIDER SHAY PLAN WORCESTER ARCHITECTS

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8711 E. VIA DE NEGOCIO
SCOTTSDALE, AZ 85258
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TRINITY LUTHERAN CHURCH & SCHOOL
[illegible] Phoenix, Arizona, [illegible]
"Sharing the Living Water of Jesus Christ"
Phase IV - New Multipurpose & Classroom Building

Two working days before you dig
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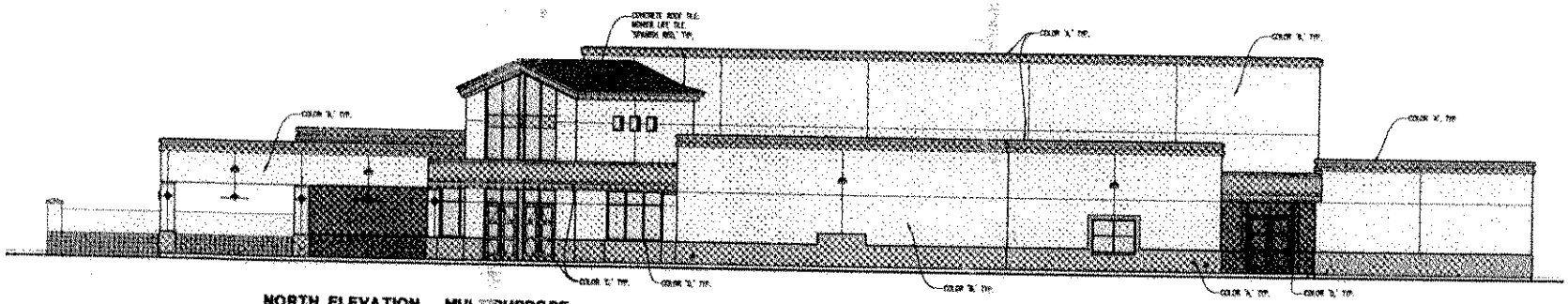
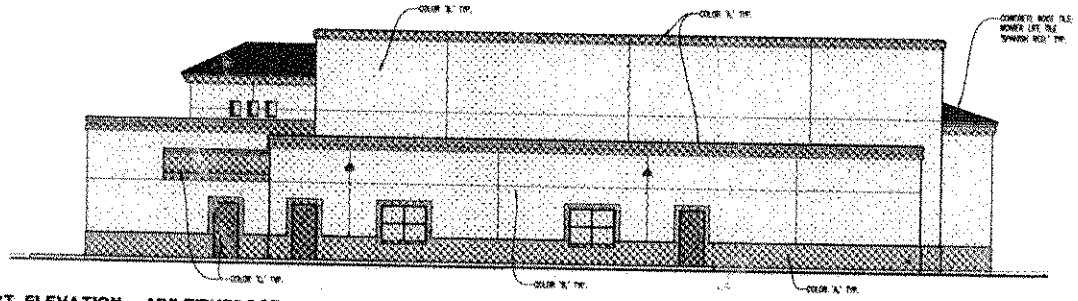
Blue Stake Center
CALL COLLECT

CC 06126
The Campbell Collaborative
Landscape Architects and Planners
[illegible]
Phoenix, Arizona 85020
(602) 995-0944 Fax (602) 995-0951

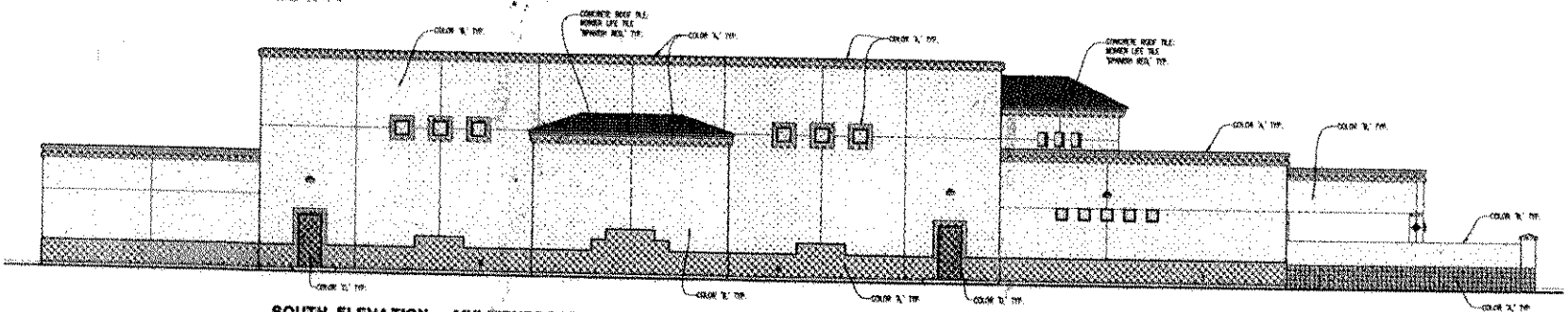
DATE: 02-20-07
JOB NO.: 03010
SHEET:
L1.1



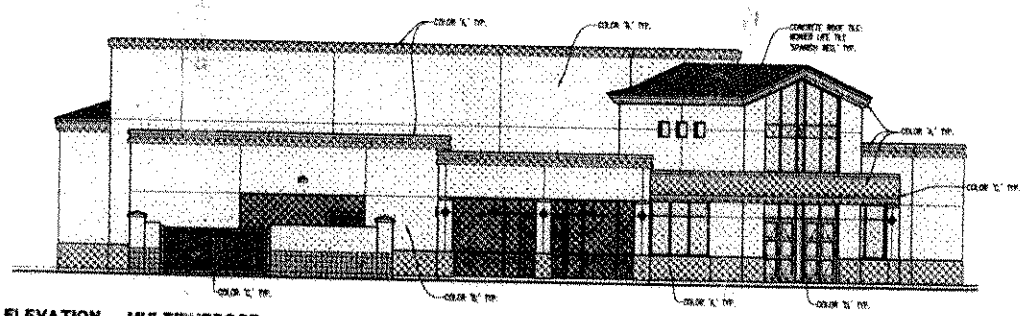
NORTH ELEVATION - MULTIPURPOSE
SCALE: 1/8"=1'-0"



WEST ELEVATION - MULTIPURPOSE
SCALE: 1/8"=1'-0"



SOUTH ELEVATION - MULTIPURPOSE
SCALE: 1/8"=1'-0"



EAST ELEVATION - MULTIPURPOSE
SCALE: 1/8"=1'-0"

PAINT COLOR SCHEDULE

A	WAINSCOT, CORNICES, DOOR & WINDOW SURROUNDS	DUNN EDWARDS: DE1052 "HEDGEHOG"
B	FIELD COLOR	DUNN EDWARDS: SP 4007 "GLORY WHITE"
C	DOORS & TRIM	DUNN EDWARDS: DE977 "CEDAR BLUE"
D	EXTERIOR DOOR & WINDOW FRAMES	DUNN EDWARDS: S20.7 "DARK GRANITE"

SCHNEIDER SHAY PIAN WORCESTER
ARCHITECTS

SCHNEIDER SHAY PIAN WORCESTER ARCHITECTS L.L.P.
9095 E. VIA DE NEGOCIO
SCOTTSDALE, AZ 85258
TEL.: (480) 991 - 0800
FAX: (480) 991 - 2425
EMAIL: SSPW@SSPW.COM

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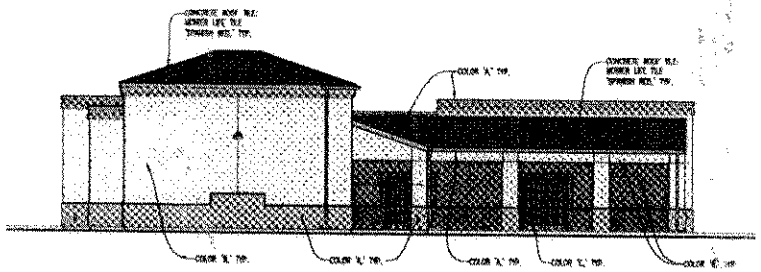
CHECKED BY: PW
DRAWN BY: JTR

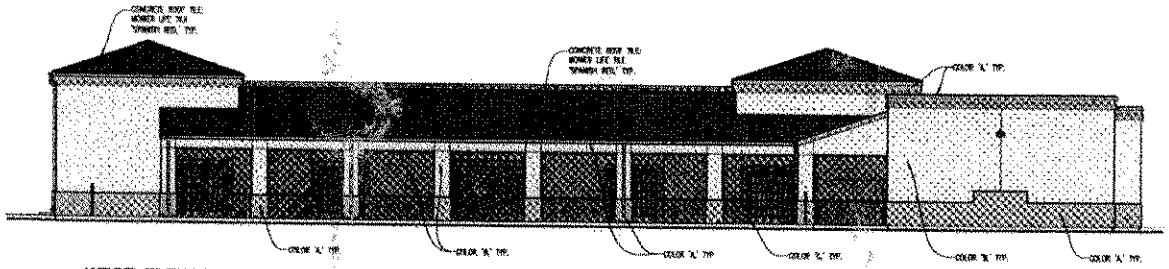
TRINITY LUTHERAN CHURCH & SCHOOL
"Glorious the Lamby Worthy of Power, Glory"
PHASE IV New Multipurpose & Preschool Expansion
NEW MULTIPURPOSE BUILDING

DATE: 3-22-07
JOB NO.: 0648
SHEET:
CMP

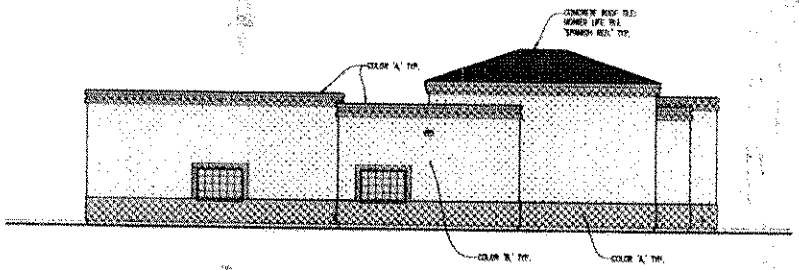
Exhibit G



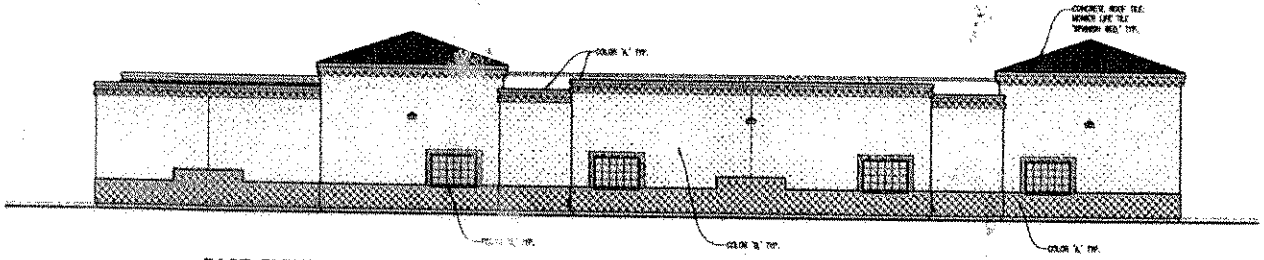
NORTH ELEVATION - CLASSROOM BUILDING



WEST ELEVATION - CLASSROOM BUILDING



SOUTH ELEVATION - CLASSROOM BUILDING



EAST ELEVATION - CLASSROOM BUILDING

PAINT COLOR SCHEDULE		
A	WAINSCOT, CORNICES, DOOR & WINDOW SURROUNDS	DUNN EDWARDS: DE1053 "HEDGEHOG"
B	FIELD COLOR	DUNN EDWARDS: DP 4017 "GLORY WHITE"
C	DOORS	PELLA FACTORY FINISH: MATCH EXISTING
D	EXTERIOR DOOR & WINDOW FRAMES, DOWNSPOUTS	DUNN EDWARDS: S20-7 DARK GRANITE

SCHNEIDER SHAY PLAN WORCESTER ARCHITECTS

SCHNEIDER SHAY PLAN WORCESTER ARCHITECTS L.L.P.
8981 E. VIA DE NEGOCIO
SCOTTSDALE, AZ 85258
TEL: (480) 991-0800
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WEB: www.spwarchitects.com

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CHECKED BY: PW

DRAWN BY: JTR

TRINITY LUTHERAN CHURCH & SCHOOL
8101 Pima Drive, Scottsdale, Arizona 85258
"Sharing the Living Water of Jesus Christ"

TRINITY LUTHERAN CHURCH & SCHOOL

PHASE IV New Multipurpose & Preschool Expansion

NEW PRESCHOOL BUILDING

DATE: 8-29-07

JOB NO.: 0845

SHEET:

CPS

Exhibit H

draft

Minutes
City Of Avondale
Planning Commission
Regular Meeting
City Council Chambers
11465 W. Civic Center Dr.
Avondale, AZ 85323
Thursday, April 19, 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

Alan Lageschulte, Chairperson
Edward Meringer, Vice Chairperson
Linda Webster, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Michael Alcorn, Commissioner
Lisa Copeland, Commissioner (arrived at 7:09pm)

CITY STAFF PRESENT

Mr. Brian Berndt, Development Services Director
Mr. Scott Wilken, Senior Planner
Ms. Megan Neal, Planner II
Mr. Ken Galica, Planner II
Mr. Dean Svoboda, Long Range Planning Director

III. APPROVAL OF MINUTES

Commissioner Iwanski MADE a MOTION to APPROVE the March 15, 2007 Work Session minutes and the March 15, 2007 Regular Meeting minutes. Commissioner Webster SECONDED the MOTION. The motion passed unanimously.

Commissioner Copeland asked if a conditional use permit could be granted to the American Legion for the sign they are requesting. Mr. Svoboda said this could not be done under the existing ordinance and he would not recommend it as a solution for any sign issue.

Chairperson Lageschulte asked staff for more information and suggested this item be continued to the next meeting. Mr. Svoboda suggested that the Chairman open the public hearing.

Chairperson Lageschulte opened the public hearing.

Mr. Ron Quillen, 13396 West Virginia Avenue, Goodyear, Arizona, stated he has been trying to get a sign approved for the legion since 2003. He said the purpose of the sign they are requesting is to notify the community of events such as free Thanksgiving Day dinners and those types of events. He felt staff did a great job of composing this text amendment. He would appreciate the Commission's approval.

Commissioner Meringer stated this issue with the American Legion needs to be resolved. He also asked if staff could present all ordinance amendments to the Commission at one time so they would not have to keep reviewing new amendments.

Mr. Svoboda stated that the City Council has directed staff to continue to bring forth text amendments on an ongoing basis as needed.

Commissioner Grimsley stated there will always be a need for ongoing ordinance amendments as the community continues to grow and evolve.

Commissioner Alcorn suggested that text amendments be addressed at workshops rather than the public hearing. Mr. Svoboda stated that would be at the Commission's discretion.

Chairperson Lageschulte closed the public hearing and stated that to wait four years for a sign approval is ridiculous.

Commissioner Grimsley MADE a MOTION to recommend approval of TA-07-2. Commissioner Webster SECONDED the MOTION.

Chairperson Lageschulte called for a roll call vote and the motion PASSED by a vote of 5 to 2 (with Commissioners Iwanski and Copeland voting nay).

VIII. OTHER BUSINESS

6. APPLICATION NO.: DR-06-34

APPLICANT: Mr. Patrick McGee, SSPW Architects
8681 E Via de Negacio
Scottsdale, Arizona 85258

REQUEST: The applicant is requesting Master Site Plan and Final Site Plan for Phase IV for Trinity Lutheran Church. The property is located at 830 Plaza Circle. Staff Contact: Megan Neal (623) 333-4018.

Ms. Neal presented the staff report for DR-06-34 to the Planning Commission. She stated this is a request for Master Site Plan and Final Site Plan approval for Phase IV for Trinity Lutheran church. The property is located at 830 Plaza Circle. Staff is recommending approval of this proposal.

Commissioner Iwanski asked if the landscape requirement could be used in other instances as he felt this landscaping was very impressive.

Chairperson Lageschulte opened the public hearing.

No one wished to address the Commission.

Chairperson Lageschulte closed the public hearing.

Commissioner Grimsley MADE a MOTION to recommend approval of the Master Site Plan and Final Site Plan subject to the stipulations noted in the staff report 1) The development shall conform to the master site plan date stamped April 12, 2007, master landscape plan date stamped April 12, 2007; the project narrative dated February 23, 2007, and the elevations dated April 12, 2007, except as modified by these stipulations. 2) In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the Master Site Plan and Final Site Plan for Phase IV shall expire within one year of approval if a building permit has not been issued. 3) Final landscape plans shall be approved prior to issuance of a building permit. 4) All proposed buildings, including those of franchise users, shall substantially conform to the architectural theme of the Conceptual Elevation Plan date stamped April 12, 2007, and the Materials and Color Selections Board date stamped April 12, 2007. 5) Phase V shall be treated with decomposed granite ground cover until development of those areas occur unless developed concurrently with Phase IV. 6) Final site plans for Phase V shall be submitted to the Planning Division for administrative approval prior to construction plan review. 7) Signage standards for the center shall comply with the City of Avondale Zoning Ordinance. All signage shall require separate review and approval through the sign permitting process. 8) The Drainage Report and Water & Sewer Report shall be revised as determined by the City Engineer prior to Final Civil Plan approval. 9) The Landscape Plan shall be revised to meet AASHTO standards for all sight visibility triangles. 10)

Concurrent with Phase V of the development, the developer is required to dedicate 65-feet of ROW of Dysart Road, additional Row at the intersection of Dysart Road and Indian School Road, deceleration lanes and additional ROW on Dysart road for southbound traffic, and a traffic plan for Sunday traffic, as determined by the Traffic Engineer. Commissioner Iwanski SECONDED the MOTION.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 7 to 0.

XI. PLANNING STAFF REPORT

There was none.

X. COMMISSION COMMENTS AND SUGGESTIONS:

Chairperson Lageschulte asked for Comments and Suggestions. There were none. He thanked the Commission and Staff for their attendance.

XI. ADJOURNMENT:

With no further business, the meeting concluded at approximately 9:33 P.M.

NEXT MEETINGS: May 17, 2007 – Council Chambers
May 24, 2007 – Off-site

FOR SPECIAL ACCOMMODATIONS

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at (623) 478-3030 at least 48 hours prior to the Commission meeting.

_____
Staff Signature

(Rev 4/9/04)

Commission Secretary
Approved by the Commission on May 17, 2007

Exhibit I

City of Avondale

Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804
Phone: (623) 478-3330
Fax: (623) 478-3824
Website: www.avondale.org

March 3, 2004

Mr. Patrick McGee
8681 East Via de Negocio
Scottsdale, AZ 85258

RE: Site Plan Review – Trinity Lutheran Church Classroom Additions (AR03-691)

Dear Patrick:

I am pleased to inform you that the Planning Division has approved Case AR03-691 a site plan for Trinity Lutheran Church classroom additions subject to the following nine stipulations:

1. The development of the site shall conform to the Site, Elevation, and Landscape Plans date stamped February 6, 2004 except as modified by these stipulations.
2. The half street improvements for Dysart Road adjacent to this site will be required with the next phase of development. This includes pavement, curb and gutter, sidewalk, streetlights, retention, landscaping and improvements to the drainage channel. Additionally, all electric lines less than 69-kv will need to be placed underground.
3. The half street improvements for Indian School Road are not required with this phase. However, they may be required with the development of future phases. The need for these improvements will be determined through the review of a traffic study.
4. The development of any future phases will require site plan approval by the City Council.
5. A master site plan shall be submitted for review and approval as part of the next phase of development. The master site plan shall be approved by the City Council.
6. A final plat shall be approved by the City Council prior to the issuance of a certificate of occupancy. The final plat shall include a drainage easement, as determined by the City Engineer, for the drainage channel adjacent to Dysart Road. It shall also include the additional right-of-way for Indian School Road.
7. All perimeter and screen walls shall be constructed using 8 X 8 X 16 block.
8. Final landscape plans shall be approved prior to the issuance of a certificate of occupancy. Additionally, the final landscape plans shall include the site visibility triangles.
9. All signage shall require separate review, approval and permit.
10. All lighting shall be fully shielded and directed downward so that light

levels will be less than one foot candle at the property line. Light poles shall not exceed

11. The site plan shall be valid for a period of one year.

Barb Kirkland, Planning Tech Aide, can be reached at 623-478-3338 if you have any questions regarding Final Landscape Plans. The Final Landscape Plans must be reviewed and approved prior to the issuance of a certificate of occupancy.

It has been a pleasure working with you on this project. If you should have any questions or comments, please call me at 623-478-3337.

Sincerely,

Nathan Crane
Planning Manager

CC: Dean Svoboda, Planning and Building Services Director
Mike Smith, Assistant City Engineer

Exhibit J

ARCHITECTS

Schneider Shay Pian Worcester Architects
8681 East Via de Negocio
Scottsdale, Arizona 85258-3330
Phone: (480) 991-0800 Facsimile: (480) 991-2623
e-mail: pmcgee@sspw.org

PROJECT NARRATIVE
City of Avondale
Site Plan Submittal
1st Resubmittal
TRINITY LUTHERAN CHURCH & SCHOOL
TLC – PHASE III
NEW CLASSROOM ADDITIONS

SSPW Project No. 0321B
Resubmittal date February 6, 2004

FEB 6

FACILITY MISSION:
Trinity Lutheran Church's mission is to *Share the Living Water of Jesus Christ with a thirsty world.* The school plays a great part in this mission. Many families come to Trinity by starting their kids out in the preschool. As their involvement in their children's education grows, so does their church involvement.

HISTORY:
Trinity Lutheran Church was started with just four families. The attendance at Trinity now is over 550 and they have a total of six services every Sunday. Although multiple services have helped Trinity's worship dilemma, they are still bursting at the seams.

As with the Church, Trinity Lutheran School has grown at a phenomenal rate. Starting out as a preschool, they now have preschool through grade 6. Just this year enrollment has grown to 432 students. Waiting lists have become the norm at Trinity as their reputation for high academic achievements continues to surpass that of the surrounding schools. With the growing demands for more classes and upper grades, Trinity is in desperate need to expand their campus and add more classrooms.

PROPOSED DEVELOPMENT:
Currently, Trinity is proposing to add 14,700 square feet of space to include a school administration office, five preschool classrooms, four elementary classrooms and four more intermediate classrooms. The administration office and preschool classrooms are an addition to the existing preschool building on the east side of the campus. The other eight classrooms are designed as one building sited in the western corner of the property. Also proposed within this current development is an exterior open air pavilion sited adjacent to the existing sanctuary. This area will provide shelter and shade for worship goers prior to and after the worship services. It will be designed to match the existing church and school campus. Because the overall property was acquired in two purchases, the site will be replatted. This replat package has simultaneously been submitted to the City of Avondale. All of the above mentioned items are proposed to be completed in August 2004, in time for the next school year.

February 6, 2004
As mentioned previously, the student enrollment for the 2003/2004 school year is 432 students. Current enrolled students are of preschool age through 6th grade. Intermediate grades 7-8 are planned with the new classrooms. There are currently 22 church and school staff members. The school maintains maximum student capacity per classroom as follows:

- Preschool 3 year olds 16 per classroom
- Preschool 4 year olds 18 per classroom
- Kindergarten 22 per classroom
- Elementary grades 1-6 25 per classroom
- Intermediate grades 7-8 25 per classroom (future projections)

It is important to know that the preschool programs are one-half day. When the proposed classrooms are complete, enrollment is expected to reach capacity at 650 within 3 to 4 years. These numbers can be broken down as follows:

- Preschool 3 year olds 128 students
- Preschool 4 year olds 180 students
- Kindergarten 66 students
- Elementary grades 1-6 226 students
- Intermediate grades 7-8 50 students
- Totals 650 students

The open air pavilion covers a total of 2,850 square feet. A good portion of this area is essentially a dedicated walkway canopy. The 1,840 square foot central structure is proposed to be utilized for various assembly purposes. All of these structures are currently proposed to be constructed of steel with cementitious stucco finishes to match the facility. These structures will be fire-sprinklered. Lighting, sound and misting systems are also proposed for the design. Because the pavilion is not as high of a scheduling priority as the classroom buildings, it is scheduled for construction completion within 60 days of the classrooms. A sheet with additional architectural information has been added with this resubmittal.

SITE IMPROVEMENTS:
To support the new buildings, the parking count is nearly doubling for a site total of 220 spaces. Parking totals exceed the minimum requirements by 105 spaces. Parking calculations are included with this submittal. These new parking areas will be properly landscaped and screened from the right-of-way with a 3 foot wall, per the zoning ordinance. Two new refuse enclosures conforming to City of Avondale requirements are being proposed. A student drop-off area is proposed on the northwest side of the site. This drop-off area is only for cars. Currently, there are no buses in use at this campus. All of the site improvements except for some landscaping will be on private church property.

February 6, 2004
The parking calculations have been revised to accommodate the area below the new pavilion. Calculations show 144 spaces required; 207 spaces have been provided. We indicate fewer spaces from our previous submittal because of the elimination of 13 spaces on Plaza Circle at the recommendation of Mr. Mike Smith.

February 6, 2004
HANDICAPPED ACCESSIBILITY:
Parking accessibility has been located in three general areas. Per the A.D.A. 4.1.2 7, accessible parking spaces are required for this site; 15 accessible spaces have been provided. Four spaces are indicated in the far north parking lot, five spaces near the sanctuary entry and six spaces in the south lot. All but one of these spaces abuts a 6'-0" sidewalk. A 24" car overhang will allow for a 4'-0" wide accessible sidewalk width. At these same 14 spaces, we have provided for a flush curb and perpendicular sidewalk ramps for accessibility. The fifteenth space abuts a deep sidewalk. At this location we are cutting and installing a standard flared accessible ramp. From any accessible parking space we have flush, accessible sidewalks to every door in the facility with the exception of maintenance/mechanical type rooms. This is a
relatively flat site. There are no sidewalks with a slope steeper than 1:20. All of the new toilet rooms provide for a 5' turning radius and are designed with an accessible toilet fixture, sink and/or vanity. Required clearances on both sides of all new doorways have been provided. All new countertop heights are at 34" above finished floor. The heights of all lighting/mechanical and systems controls have all been designed within A.D.A. recommended guidelines.

February 6, 2004
SIGNAGE:
Two new signage locations are being proposed. A 58 square foot illuminated sign is proposed for the north wall face of the existing Worship Sanctuary as indicated on the site plan. A monument type entry sign is proposed for the main entry off of Indian School as indicated. Both signs will utilize colors that will match or compliment the buildings. A separate signage permit will be secured. Color copies of the signage concepts have been included with this resubmittal.

GRADING AND DRAINAGE:
On-site storm water retention is required. The existing retention basins will be modified to accommodate proposed building locations and required retention volume. These basins will also serve as school playgrounds. Excess water from a 100-year storm will overflow into the Maricopa County Flood Control channel which borders the west corner of this site. These issues have been coordinated with the Maricopa County Flood Control District and the City of Avondale. More detailed information is found on the accompanying plans and drainage report.

WATER AND SEWER:
The existing LPSCO water and sewer services to this site are adequate to serve the proposed development. All proposed sewer lines will extend from the new buildings into the existing 8" sewer main below Plaza Circle on Church property. Currently, domestic water and fire hydrants share the 8" water main below Plaza Circle; this will not change. A portion of this water main and Plaza Circle will be removed to accommodate the new 8-classroom building. At the request of the fire department, one hydrant in the far west corner will be relocated just east of the new 8-classroom building. New fire sprinkler lines will tap into this water main. For domestic water, a new 2" meter is proposed alongside the existing 2" meter. This will increase the water pressure to the whole of the campus, thereby allowing new service taps to be more localized, closer to the new buildings.

February 6, 2004
Documentation from LPSCO concerning adequate water and sewer service and capacity has been included with this resubmittal.

FIRE:
As mentioned earlier, one fire hydrant in the far west corner of the site will be relocated just east of the new 8-classroom building. The existing fire lane cul-de-sac will provide access to the west side of the campus. The preschool is currently serviced by a fire lane that extends into the existing east parking lot. This parking lot will be expanded to the south all the way to 132nd Avenue. This will enable the fire department to access this part of campus off site from the north and south. This campus is served by a fire alarm system which will be expanded to accommodate all proposed buildings.

February 6, 2004
Upon further discussions with the Avondale Fire Marshal, a continuous 14' wide fire lane is proposed along the western side of the new classroom building. This fire lane will connect the asphalt drop-off area north of the building to 132nd Avenue at the south. Proposed is a compacted decomposed granite top layer over compacted ABC. This paving material will be bordered by the building sidewalks on the inside and by a 6" concrete curb on the outside. The fire lane surface will be graded for positive. As of this writing, proposed 132nd Avenue is still under construction. The underground utilities have been installed, concrete curbs and sidewalks have been installed and the asphalt street paving is imminently or possibly underway. Therefore, 132nd Avenue will be finished well before the August completion date of the proposed classrooms. Across the campus, just north of the new preschool addition, a new, private fire hydrant has also been added at the request of the Fire Marshal.

ELECTRICAL:
Current APS service will remain. New primary service will not be required for this development. Proposed buildings will be fed by the existing service entrance section located adjacent to the existing church administration building. Thirteen new exterior parking light pole locations and numerous exterior building fixtures are proposed. All fixtures will match the design and lamping of the existing. A photometric site plan is attached as part of this submittal.

COMMUNICATIONS:
All low-voltage telephone and computer data systems will be extensions of the existing.

LANDSCAPING:
A preliminary planting plan is attached to this submittal. Frontages along Indian School Road will be landscaped according to City of Avondale requirements. Frontages along the new 132nd Avenue will be landscaped by that developer. School playground areas will be planted with sod.

February 6, 2004
As a note of clarification, the developer of 132nd Avenue is landscaping from the 132nd Avenue street curb to the sidewalk. Trinity Lutheran Church will landscape to the back of the sidewalk. The decomposed granite color, size and texture installed by the Church will match that of 132nd Avenue.

FUTURE DEVELOPMENTS:
Future plans include a Multipurpose Building with a gymnasium, kitchen and additional meeting rooms. Eventually, a New Worship Sanctuary seating up to 1500 people, a bell tower and adequate parking will be the final phase to complete the Trinity Master Plan. The projections for this phase of construction have not yet been determined, but the church hopes to begin the Multipurpose Building within the next three to four years. A New Worship Sanctuary is not anticipated for at least five years or more, however, shifting congregational priorities could result in the Worship Center being constructed prior to the Multipurpose Building. As these developments come closer to reality, Trinity will again submit those proposed plans in accordance with all requirements of the City of Avondale.

Prepared by,

SCHNEIDER SHAY PIAN WORCESTER ARCHITECTS

Patrick S. McGee
Architect

PSM/sl

cc Herb Schneider
Terry Worcester

Exhibit K

ARCHITECTS
Herbert W. Schneider F.A.I.A.
Howell L. Shay A.I.A.
Robert L. Pian A.I.A.
Terry C. Worcester A.I.A.

May 17, 2007

Megan Neal, Planner I
City of Avondale
Planning and Building Services
11465 West Civic Center Drive, Suite 110
Avondale, AZ 85323

Re: Phase IV Additions to the
Trinity Lutheran Church and School
SSPW Architects Job. No. 0645
COA Case Number DR-06-34 (Proceed)

Ms. Neal,

The Trinity Lutheran Church and School building committee would like to propose the following landscape improvements for the Dysart Road frontage to be included under current Phase IV.

1. Fully clean and de-vegetate future building site and drainage channel. Provide periodic cleaning of the same until full development under Phase V.
2. Provide for City of Avondale approved "Jesssus Red" colored decomposed granite from the existing Dysart Road pavement edge back to the property line which approximates the edge of the existing channel.
3. Install landscape plantings and irrigation system along the road. Layout and design will ultimately be reviewed and approved through the landscape plan approval process. The Trinity Lutheran Church would like to avoid plantings within future alignments of the road widening, deceleration lane, proposed entry drive, sidewalk and curbs.
4. Due to real budget constraints The Trinity Lutheran Church cannot propose the road widening, curb, gutter, sidewalk or electrical improvements until Phase V. Phase V will be the final phase of development. The Trinity Lutheran Church is aware of their overall responsibilities.

In addition, The Trinity Lutheran Church needs to make you aware that due to their budget constraints they are forced to reduce approximately 3,025 square footage off the proposed multi-purpose building. The revised floor plan is attached. This would not move the building from its proposed location nor alter the aesthetic qualities previously approved by the Planning Staff. At this writing I am unable to provide updated colored building elevations but can do so by the City Council meeting date. The Trinity Lutheran Church truly regrets making this revision as the space is much desired. It is not known whether these spaces will be added onto this building in the future or incorporated into the proposed Phase V Worship Center.

We appreciate the consideration of these issues by the City of Avondale Planning Staff and the City Council. If you have any question please don't hesitate to call.

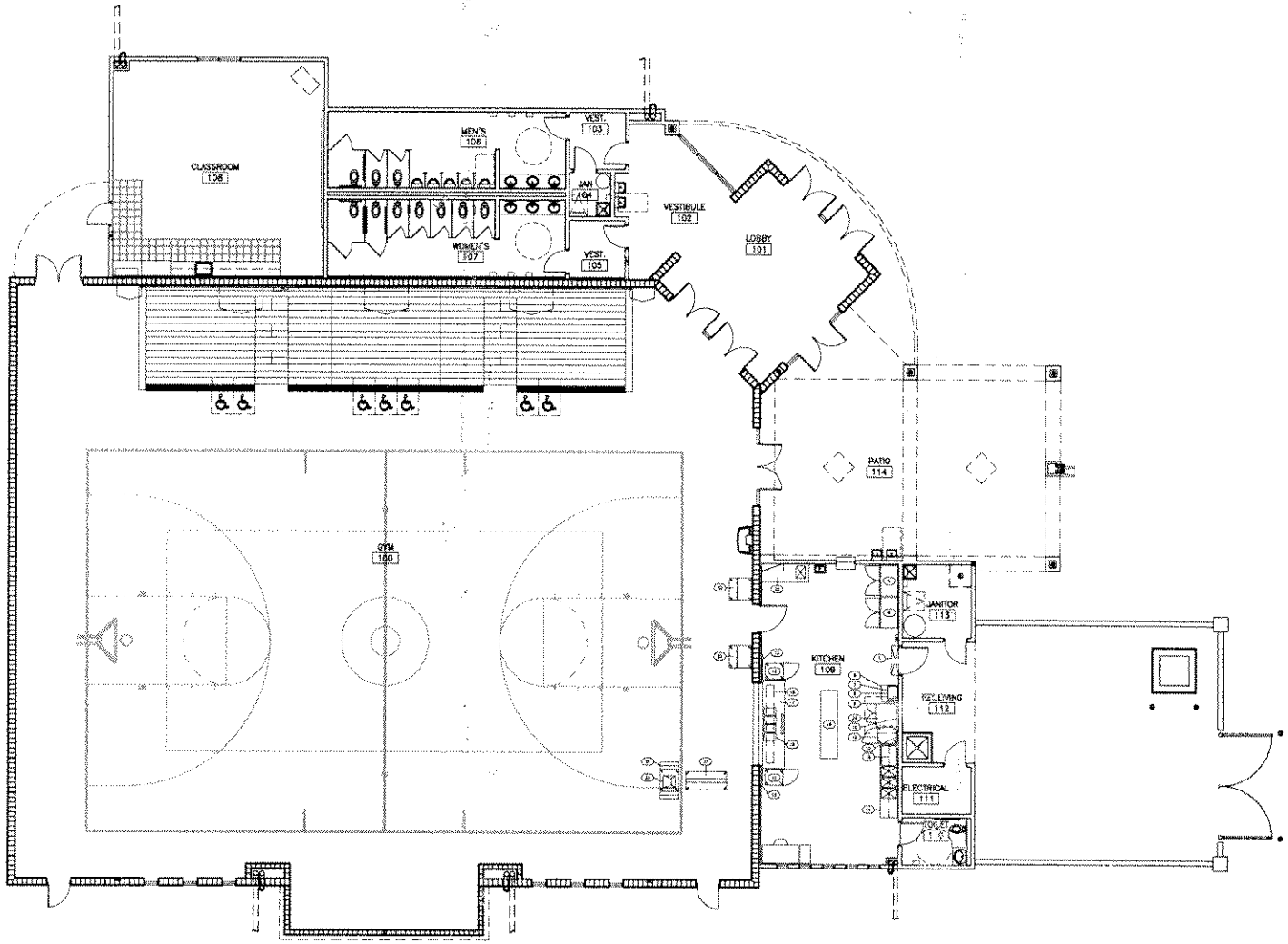
Thank you for your attention to this matter.

SCHNEIDER SHAY PIAN WORCESTER ARCHITECTS

Patrick McGee, AIA, LEED AP
Architect

Cc;
Pastor Bolte, TLC
Becky Brewer, TLC
Terry Worcester, SSPW
Jeremy Bloomer, SSPW

SCHNEIDER SHAY PIAN WORCESTER ARCHITECTS L.L.P.
8681 East Via de Negocio Scottsdale, Arizona 85258-3330 E-mail mail@sspw.org Facsimile 480-991-2623 Telephone 480-991-0800



TRINITY LUTHERAN CHURCH & SCHOOL

MULTIPURPOSE FLOOR PLAN

NOT TO SCALE

NORTH

SSPW
SCHNEIDER SHAY PLAN WORCESTER
8681 E. VIA DE NEGOCIO SCOTTSDALE, AZ. 85258
PHONE 480 991-0800 · FAX 480 991-2623

TRINITY LUTHERAN PHASE IV
MULTIPURPOSE BUILDING
FLOOR PLAN REVISIONS 5-16-07

DATE:	JOB#:
5-16-07	0645
DRAWN BY:	SHEET#:
JTB	SK-1

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Conditional Use Permit for a Wireless Communications "Monopalm"(CU-06-10)

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for a wireless communications "monopalm" within the Universal Technical Institute (UTI) site

PARCEL SIZE: 23.2 acres

LOCATION: Southeast corner of 107th Avenue and Pierce Street (Exhibits A and B)

APPLICANT: Mr. Declan Murphy, T-Mobile

OWNER: Mr. Bill Brittain

BACKGROUND:

The subject property is lot 6 of the Griffith Commerce Park subdivision. The property was annexed in 1986 and rezoned from AG (Agricultural) to PAD (Planned Area Development) on January 6, 2003. The site plan for Universal Technical Institute (UTI) was approved by the City Council on September 2, 2003 and a 272,000 SF vocational school building has been built in accordance with this approved site plan.

SUMMARY OF REQUEST:

1. The applicant, T-Mobile, has identified a need for greater cellular coverage within portions of Avondale, south of Interstate-10. T-Mobile's first preference is to co-locate on existing monopoles, buildings, or structures. According to the applicant, however, no existing locations were available that could meet T-Mobile's coverage objective.

2. The applicant is requesting Conditional Use Permit approval for a 60 foot cell tower on the site of UTI to provide better service to the surrounding areas. The Avondale Zoning Ordinance (Section 704) requires a Conditional Use Permit for all towers exceeding 35 feet in height.

3. The Avondale Zoning Ordinance (Section 704) requires towers to be located at least one foot from all property lines for every foot of the tower's height above grade, or 60 feet in this particular instance. The proposed location for the cell tower within the UTI site is roughly 210 feet from the west property line and 60 feet from the south property line.

4. The applicant is proposing a 60 foot "monopalm" cell tower which is designed to mimic the appearance of a date palm tree. Six antennas will be bracketed onto the pole at a height of 55 feet. The antennas will protrude out approximately 2 feet from the pole structure and will be screened by simulated palm fronds. The "trunk" of the monopalm will consist of a metal clad pole textured and colored to accurately portray the trunk of a date palm tree. A similar monopalm is located on the site of Garden Lakes Baptist Church located on 107th Avenue north of Encanto Boulevard (Exhibit F).

5. A new 8-foot wall will enclose an area of approximately 600 square feet for the purpose of screening the ground-mounted wireless communications equipment. An 8-foot wrought iron gate will allow for access into the equipment area. The proposed wall matches the color and design of the existing perimeter wall on the UTI site. Changes to the UTI site will be limited to the 600 square foot leased space and surrounding landscaping.

6. The applicant is proposing two 40' date palms in close proximity to the monopalm to address staff's concern that a single 60' monopalm would look out of place on the site. In addition, the applicant is proposing four additional mesquite trees and some smaller plants to help break up the appearance of the screen wall.

7. The facility will be unmanned and only require periodic maintenance. Parking conditions and internal circulation within the UTI site are unaffected by this proposal.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 5:00 p.m. on August 9, 2006 at City Hall in the Ocotillo room. The neighborhood meeting was advertised in the West Valley View on July 25, 2006. The property was posted on July 21, 2006. Notification letters were mailed to 8 property owners within 500 feet of the subject site on July 25, 2006. According to materials presented by the applicant, no residents attended the neighborhood meeting.

A notice of the April 19th Planning Commission hearing was published in the West Valley View on April 3, 2007. The property was posted on April 3, 2007. Notification letters were mailed to 5 property owners within 500 feet of the subject site on April 3, 2007. No one spoke in favor or against this item at the Planning Commission hearing (Exhibit G).

A notice of the May 21st City Council hearing was published in the West Valley View on Tuesday, May 1, 2007. The property was posted on May 4, 2007. Notification letters were mailed to 5 property owners within 500 feet of the site on April 30, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on April 19, 2007, and voted 7-0 to recommend **APPROVAL** of this request subject to the following stipulations:

1. The development of the site shall conform to the project narrative and site plan date stamped March 8, 2007.

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.

3. An amendment to the Conditional Use Permit shall be required prior to the addition of any further antennae to the cell tower.

FINDINGS:

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 Employment on the General Plan Land Use Map. The site is currently zoned PAD (Planned Area Development) and is consistent with the General Plan. The proposed 60 foot monopalm is permitted as an accessory use within the Griffith PAD subject to a conditional use permit.

The proposed monopalm will increase cellular coverage and call quality for T-Mobile customers living and working south of I-10 within the City of Avondale. Staff feels that the proposed monopalm and accompanying landscaping will benefit Avondale residents without damaging the character of the UTI site and surrounding sites.

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 subject site is surrounded by the planned Roosevelt Park Phase II (Mixed Use) to the west, an undeveloped commercial site to the south, and undeveloped employment sites to the north and east. The site will not produce noise, light, vibration, or traffic objectionable to current or future residents, students, or employees working in the vicinity.

Unlike traditional cell towers which can have a negative effect on the aesthetics of an area, monopalms are designed to minimize potentially negative visual impacts to increase compatibility with surrounding land uses. The date palm design is intended to look as natural as possible and will feature technology that allows the "palm fronds" to move in the wind similar to live palm trees. In addition, the pole is set back approximately 210 feet from 107th Avenue. The wireless communication equipment will be enclosed by an 8-foot masonry block wall. The wall will be constructed of materials and colors to match the existing perimeter wall at UTI. The equipment will be screened from view not only from 107th Avenue but also from on-site traffic. The 210 foot setback from 107th Avenue will also assist in minimizing the visual impact of the new pole.

Staff believes that the proposal is compatible with adjacent uses and that the monopalm will not be detrimental to the local population, adjacent properties, or the public welfare.

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 monopalm is located in an existing development that features adequate parking and circulation. The proposed location sits within a landscape area and will have no impact on circulation within the development. No parking spaces are lost as a result of this proposal. Additional landscaping which will enhance the visual quality of the site is being provided by the applicant.

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 107th Avenue. No changes are proposed to the existing points of access for the UTI site. The adjacent streets and the development are designed to accommodate the traffic generated by the existing use. The addition of a wireless communication facility will have minimal impact on traffic generation (1-2 trips/month) to the UTI site.

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. In addition, a third stipulation has been added to clarify that the addition of any additional equipment to the pole will require an amendment to the Conditional Use Permit.

CONCLUSION:

The proposed conditional use appears to meet the required findings for approval.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the Conditional Use Permit subject to three staff recommended stipulations:

1. The development of the site shall conform to the project narrative and site plan date stamped March 8, 2007.

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.

3. An amendment to the Conditional Use Permit shall be required prior to the addition of any further antennae to the cell tower.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application CU-06-10, a request for a Conditional Use Permit for a Wireless Communications Monopalm, subject to the three staff recommended stipulations.

ATTACHMENTS:

Click to download

- CU-06-10 Exhibits A-G

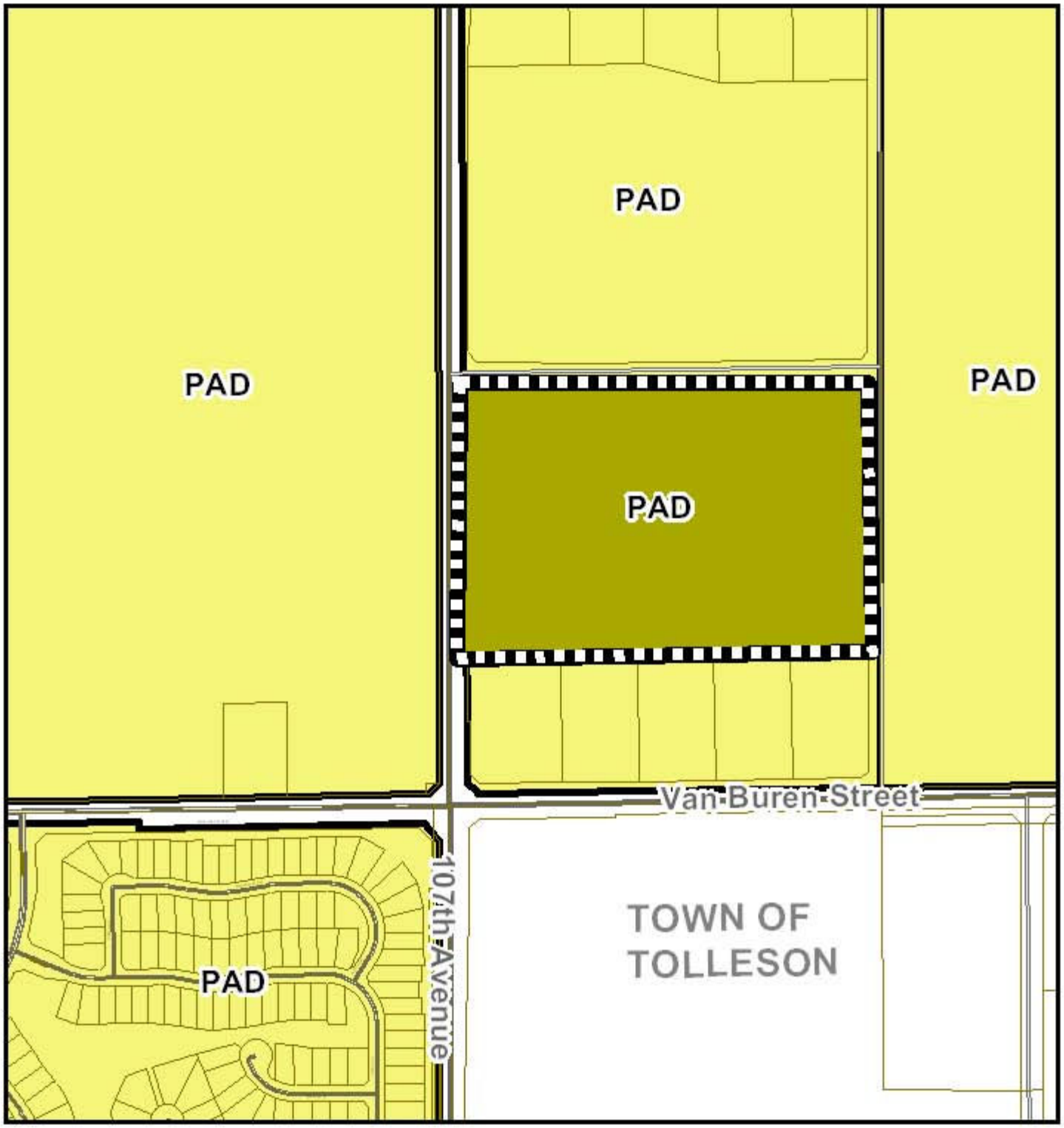
FULL SIZE COPIES (Council Only):

Site Plan and detail drawings date stamped March 8, 2007 (24 x 36)

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A

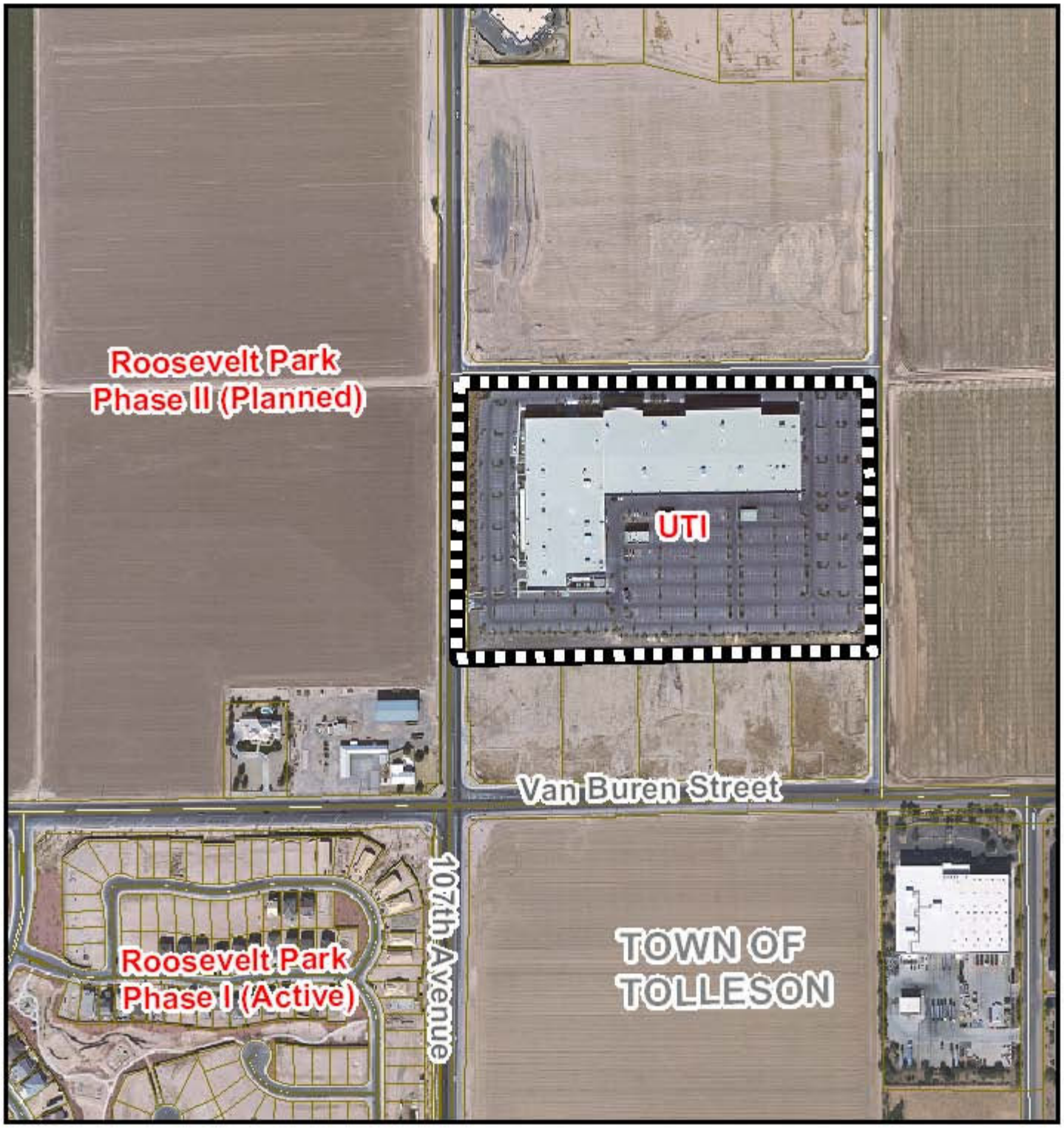


Zoning Vicinity Map
CU-06-10

Avondale

Subject Property

Exhibit B



2006 Aerial
CU-06-10

Avondale

Subject Property

N

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION CU-06-10

THE PROPERTY	
PARCEL SIZE	23.2 gross acres
LOCATION	Southeast corner of Pierce Street and 107th Avenue
PHYSICAL CHARACTERISTICS	None
EXISTING LAND USE	Universal Technical Institute (Vocational College)
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	Rezoned from AG to PAD in January 2003
DEVELOPMENT AGREEMENT	A Development Agreement was approved in April 2003. There are no outstanding issues related to this site.

SURROUNDING ZONING AND LAND USE	
NORTH	PAD - Automall
EAST	PAD – Three Rivers (Employement)
SOUTH	Town of Tolleson
WEST	PAD – Roosevelt Park Phase II (Mixed Use)

GENERAL PLAN
Employment

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton School District, Tolleson School District
ELEMENTARY SCHOOL	Littleton Elementary, Underdown Junior High
HIGH SCHOOL	Westview High School

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	One traffic lane in each direction.
Standard half street improvements	2 traffic lanes in each direction with ½ center turn lane, curb, gutter, sidewalk, landscaping and streetlights.

Exhibit C

STREETS	
107th Avenue	
Classification	Arterial
Existing half street ROW	33 Feet
Standard half street ROW	55 Feet
Existing half street improvements	1.5 traffic lanes, curb, gutter, sidewalk, landscaping, and streetlights.
Standard half street improvements	3.5 traffic lanes, curb, gutter, sidewalk, landscaping, and streetlights.
Pierce Street	
Classification	Collector
Existing whole street ROW	0 feet
Standard whole street ROW	80 feet
Existing whole street improvements	None
Standard whole street improvements	Two travel lanes, a median, curb and gutter, sidewalks, street lights and landscaping.
105th Avenue	
Classification	Local
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	One travel lane, half a median, curb and gutter, sidewalks, street lights and landscaping.

Utilities
There is a 16" waterline along 107th Avenue and 16" waterline along Van Buren Street. There is an 18" sewer service line that runs along Van Buren Street.

ABBREVIATIONS

A.B.	–ANCHOR BOLT(S)
@	–AT
ABC	–AGGREGATE BASE COURSE
A/C	–AIR CONDITIONING
ACI	–AMERICAN CONCRETE INSTITUTE
ADDN'L.	–ADDITIONAL
ADJ.	–ADJUSTABLE
AFF	–ABOVE FINISH FLOOR
AISC	–AMERICAN INSTITUTE OF STEEL CONSTRUCTION
A.M.S.L.	–ABOVE MEAN SEA LEVEL
ANCH.	–ANCHOR
APPROX.	–APPROXIMATE
ARCH'T	–ARCHITECT OR ARCHITECTURAL DOCUMENTS
ASTM	–AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	–AMERICAN WIRE GAUGE
AWS	–AMERICAN WELDING SOCIETY
AVG	–AVERAGE
BLDG.	–BUILDING
BLK.	–BLOCK
BM.	–BEAM
BOT. OR B.	–BOTTOM
BRG.	–BEARING
BRK	–BRICK
BTWN.	–BETWEEN
BW	–BUTT WELD
CALCS	–CALCULATIONS
CANT.	–CANTILEVER
C–C	–CENTER TO CENTER
CEIL. OR CLG.	–CEILING
C.I.P.	–CAST IN PLACE
C.J.	–CONTROL JOINT OR CONSTRUCTION JOINT
C.L.	–CHAIN LINK FENCE
CL OR CLR	–CLEAR
C.M.U.	–CONCRETE MASONRY UNIT
℄	–CENTER LINE
CLOS.	–CLOSURE
CLR.	–CLEAR
COL.	–COLUMN
CONC.	–CONCRETE
CONN.	–CONNECTION
CONSTR.	–CONSTRUCTION
CONT.	–CONTINUE OR CONTINUOUS
CONTR.	–CONTRACTOR
CTR. OR CNTR.	–CENTER
CTR'D.	–CENTERED
DBL.	–DOUBLE
DEPR	–DEPRESSION
DET OR DTL	–DETAIL
DIA. OR ø	–DIAMETER
DIAG.	–DIAGONAL
DIM.	–DIMENSION
DL	–DEAD LOAD
DN.	–DOWN
DP	–DEEP OR DEPTH
DWG.	–DRAWING(S)
DWL.	–DOWEL
E	–EAST
EA.	–EACH
E.F.	–EACH FACE
E.J.	–EXPANSION JOINT
E. OR ELECT'L.	–ELECTRICAL
EL. OR ELEV.	–ELEVATION
ENGR	–ENGINEER
EQ.	–EQUAL
EQUIP.	–EQUIPMENT
ES	–EACH SIDE
EW	–EACH WAY
E–W	–EAST
EXC	–EXCAVATE
EXIST.	–EXISTING
EXP.	–EXPANSION
EXT.	–EXTERIOR
FAB	–FABRICATE
FND	–FOUNDATION
F.F.	–FAR FACE
FIN.	–FINISH
FLG.	–FLANGE
FLR.	–FLOOR
FLUOR.	–FLUORESCENT
F.O.M.	–FACE OF MASONRY
FRMG.	–FRAMING
FS	–FAR SIDE
FT.	–FOOT–FEET
FTG.	–FOOTING
FW	–FILLET WELD
FY	–YIELD STRESS OF STEEL
GA.	–GAGE OR GAUGE
GALV.	–GALVANIZED
GC OR GEN CONTR.	–GENERAL CONTRACTOR
GLU–LAM	–GLUE LAMINATED
GR OR GRD	–GRADE
GRND	–GROUND
G.S.N.	–GENERAL STRUCTURAL NOTES
GWB	–GYPSUM WALL BOARD
GYP. BD.	–GYPSUM BOARD
H.A.S.	–HEADED ANCHOR STUD
HARD'WD	–HARDWOOD
HORIZ.–HOR.	–HORIZONTAL
HR	–HOUR
H.S.	–HIGH STRENGTH
HT.	–HEIGHT
HVAC	–HEATING, VENTING AND AIR CONDITIONING
I (in^4)	–MOMENT OF INERTIA
ICBO	–INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS
I.D.	–INSIDE DIAMETER
I.F.	–INSIDE FACE
IN	–INCH
INCL	–INCLUDE
INFO	–INFORMATION
INSUL.	–INSULATION
INT	–INTERIOR
JT.	–JOINT
K	–KIP = 1000 LBS.
LB OR #	–POUND(S)
LG.	–LONG
LL	–LIVE LOAD
L.L.H.	–LONG LEG HORIZONTAL
L.L.V.	–LONG LEG VERTICAL
LOC.	–LOCATION
LT.–LGT.	–LIGHT
LWC	–LIGHT WEIGHT CONCRETE
MACH	–MACHINE
MAS	–MASONRY
MAT'L	–MATERIAL
MAX.	–MAXIMUM
M.B.	–MACHINE BOLT
MECH.	–MECHANICAL
MEMB.	–MEMBRANE
MEZZ.	–MEZZANINE
MFR.	–MANUFACTURER
MGR	–MANAGER
MID.	–MIDDLE
MIN.	–MINIMUM
MISC	–MISCELLANEOUS
MO	–MASONRY OPENING
MOE (psi)	–MODULES OF ELASTICITY
MPE	–MECHANICAL, PLUMBING, ELECTRICAL
MTL.	–METAL
N	–NORTH
NA	–NOT APPLICABLE
NAAMM	–NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS
NF	–NEAR FACE
NIC	–NOT IN CONTRACT
No. OR #	–NUMBER
NO	–NORTH
NS	–NEAR SIDE
N–S	–NORTH
N.T.S.	–NOT TO SCALE
O.C. OR O/C	–ON CENTER
O.D.	–OUTSIDE DIAMETER
O.F.	–OUTSIDE FACE
O.H.	–OVERHANG
OPNG.	–OPENING
OPP	–OPPOSITE
OPP HD	–OPPOSITE HAND
PCI	–PRESTRESSED CONCRETE INSTITUTE
P.C. OR P/C	–PRECAST
PCF	–POUNDS PER CUBIC FOOT
PEN	–PENETRATION
ℙ	–PLATE
PERP.	–PERPENDICULAR
P.L.	–PROPERTY LINE
PLF	–POUNDS PER LINEAL FOOT
PLYWD	–PLYWOOD
PP	–PANEL POINT OR PARTIAL PENETRATION
PR	–PAIR
PRELIM	–PRELIMINARY
PROJ	–PROJECT
PROP	–PROPERTY
PSI	–POUNDS PER SQUARE INCH
PT	–PRESSURE TREATED
R. OR RAD.	–RADIUS
R	–RISER (STAIR)
REINF.	–REINFORCED OR REINFORCING
REQ'D.	–REQUIRED
RM	–ROOM
R.O.	–ROUGH OPENING
S	–SOUTH
S (in^3)	–SECTION MODULES
SCHED.	–SCHEDULE
SECT	–SECTION
SGC	–SAND, GRAVEL, COBBLES SOIL LAYER
SHTHG	–SHEATHING
SH OR SHT	–SHEET
SIM.	–SIMILAR
SLV	–SLEEVE OR SHORT LEG VERTICAL
SLH	–SHORT LEG HORIZONTAL
SO	–SOUTH
SJI	–STEEL JOIST INSTITUTE
SOG	–SLAB ON GRADE
SP OR SPCS	–SPACES
SPCG	–SPACING
SPEC.	–SPECIFICATION
SQ.	–SQUARE
SS	–STAINLESS STEEL
STD.	–STANDARD
STIFF.	–STIFFENER
STL.	–STEEL
STRUCT.	–STRUCTURE OR STRUCTURAL
SUSP.	–SUSPENDED
S.V.	–SHEET VINYL
SYMM.	–SYMMETRICAL
T.	–TOP OR TREAD (STAIR)
T & B	–TOP AND BOTTOM
T & G	–TONGUE AND GROOVE
THK	–THICK OR THICKNESS
THK'ND	–THICKENED
THRU	–THROUGH
TL	–TOTAL LOAD
TNND	–TINNED
TOC	–TOP OF CONCRETE
T.O.M.	–TOP OF MASONRY
TOPG	–TOPPING
TOS	–TOP OF STEEL
TR	–TRUSS
TYP.	–TYPICAL
UBC	–UNIFORM BUILDING CODE
U.N.O.	–UNLESS NOTED OTHERWISE
VERT.	–VERTICAL
VIF	–VERIFY IN FIELD
VT	–VINYL TILE
W	–WEST
W/	–WITH
WIN	–WINDOW
W/O	–WITHOUT
WD	–WOOD
W.P.	–WORKING POINT
WT.–WGT.	–WEIGHT
W.W.F. OR W.W.M.	–WELDED WIRE FABRIC
X–BRACE	–CROSS BRACING
X–STRONG	–EXTRA STRONG
XX–STRONG	–DOUBLE EXTRA STRONG

SYMBOLS

- 1 — REVISION
- 100 — ROOM NUMBER
- SECTION REFERENCE
- 1 — KEY NOTES
- 1 — KEYED NOTES
- 1 / C–1 — DETAIL REFERENCE
- 1 / C–1 — ELEVATION REFERENCE
- N — NORTH ARROW, 12° 15' MAG–N

T-Mobile®

VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.

SITE #: PH11106A
SITE NAME: UTI
CITY: AVONDALE 5
COUNTY: MARICOPA
STATE: ARIZONA
DESIGN TYPE: PROPOSED 60' HIGH MONOPALM

PROJECT SUMMARY

SITE ADDRESS: 5
10695 W. PIERCE STREET
AVONDALE, AZ 85323

APN: 102-55-009
ZONING: PAD 5

APPLICANT

T–MOBILE
2601 WEST BROADWAY ROAD
TEMPE, ARIZONA 85282
PHONE: (602) 643–3000
FAX: (602) 643–3503

ZONING/PERMITTING
CONTACT: DECLAN MURPHY
PHONE: (602) 643–3552

PROJECT DESCRIPTION:

PROPOSED TWO (2) ANTENNAS PER SECTOR WITH 3 SECTORS (TOTAL OF 6 ANTENNAS) @ 0°, 120°, & 240° AZIMUTH MOUNTED TO A 60' HIGH PROPOSED MONOPALM @ 58'–0" RAD CENTER. A 30'x20' T–MOBILE EQUIPMENT LEASE AREA WITH 4 BTS CABINETS INSIDE AN 8' HIGH CMU WALL.

NOTE:
NO CROSS ACCESS/JOINT ACCESS EASEMENTS ARE NEEDED. SURVEY STATES THE USE OF A BLANKET EASEMENT FOR T–MOBILE.

CONSULTING TEAM

ENGINEERING SERVICES:

COMMUNICATION SERVICES, INC.
2151 EAST BROADWAY ROAD SUITE 217
TEMPE, ARIZONA 85282
VOICE: (480) 905–8689
FAX: (480) 905–8818
CONTACT: JOHN SULTZBACH

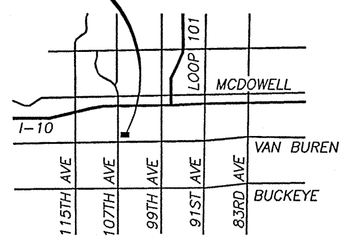
SURVEYOR:

WESTERN GEOMATICS SERVICES
6052 E. BASELINE RD. STE: 118
MESA, ARIZONA 85206
VOICE: (480) 924–0660
FAX: (480) 620–2061
CONTACT: DAVID HUNT

SHEET INDEX

SHEET NUMBER	DESCRIPTION
T–1	TITLE SHEET, VICINITY MAP AND GENERAL INFORMATION
LS–1	TOPOGRAPHIC SITE SURVEY
CIVIL:	
Z–1	SITE PLAN
Z–2	ENLARGED SITE PLAN AND DETAILS
Z–3	ELEVATION
LANDSCAPE:	
L–1	LANDSCAPE PLAN

PROJECT AREA



VICINITY MAP

N.T.S.

NORTH

DRIVING DIRECTIONS:

FROM THE T–MOBILE OFFICE TAKE I–10 WEST TO THE 99TH AVENUE EXIT, TAKE 99TH AVENUE SOUTH TO VAN BUREN. TAKE VAN BUREN WEST TO 107TH AVENUE. TAKE 107TH AVENUE NORTH TO THE SITE ON THE RIGHT SIDE OF THE ROAD.

T-Mobile
VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.
2601 W. BROADWAY RD. TEMPE, ARIZONA 85282
PHONE: (602) 643–3000 FAX: (602) 643–3503

PLANS PREPARED BY
CSI Communication Services, Inc.
2151 East Broadway Road, Suite 217, Tempe, AZ 85282
Voice: 480.905.8689 Fax: 480.905.8818

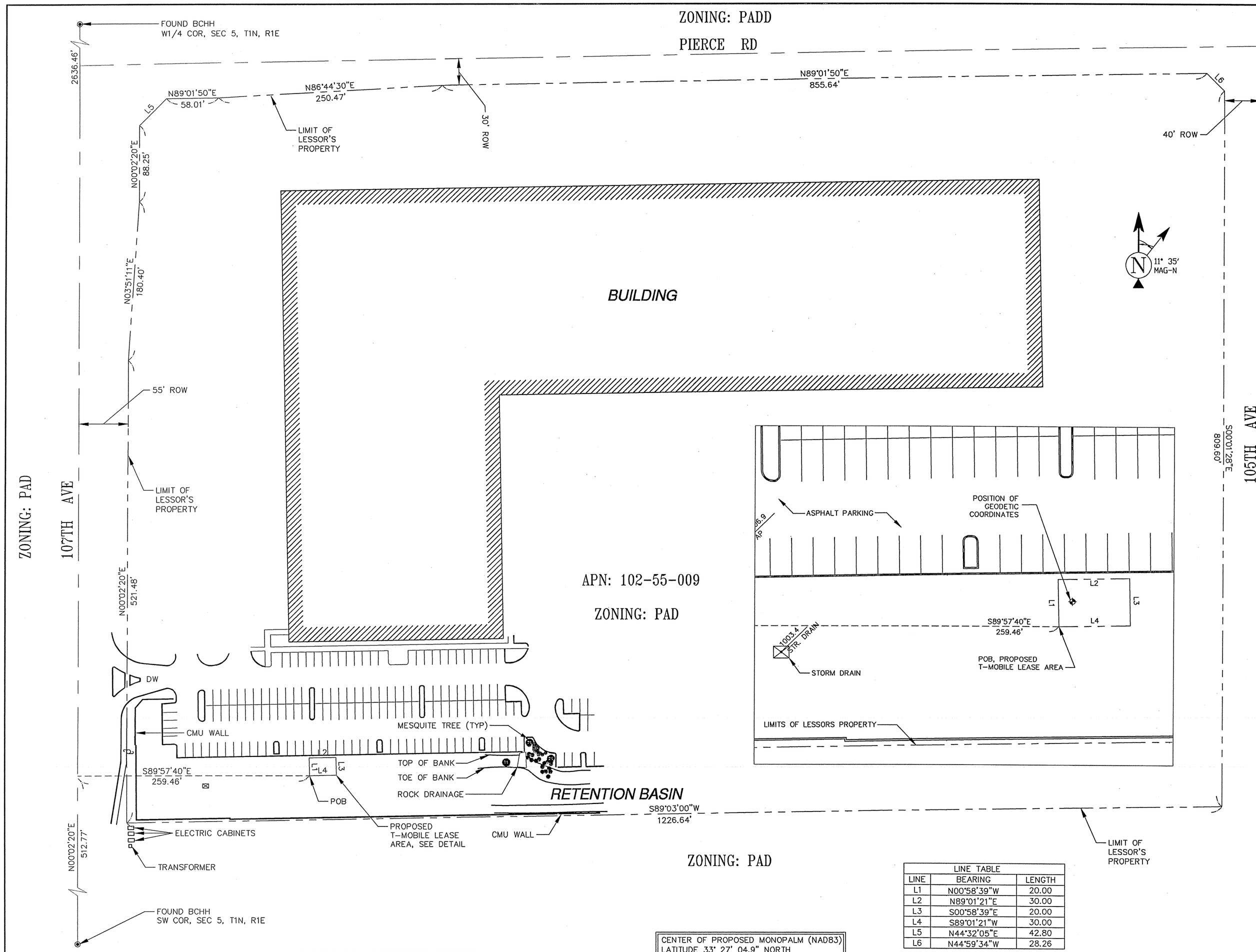
NO.	DATE	DESCRIPTION	BY
1	11/09/05	PRELIMINARY	CH
2	11/22/05	SUBMITTAL	CH
3	1/24/06	REVISIONS	CH
4	7/12/06	REVISIONS	AES
5	4/02/07	CITY COMMENTS	AES

PROJECT INFORMATION
15-2096
PH11106A
UTI
1065 W. PIERCE ST. 5
AVONDALE, AZ 85323

SHEET TITLE
TITLE SHEET
VICINITY MAP
AND GENERAL
INFORMATION

SHEET NUMBER
T-1

APPROVAL BLOCK



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°58'39"W	20.00
L2	N89°01'21"E	30.00
L3	S00°58'39"E	20.00
L4	S89°01'21"W	30.00
L5	N44°32'05"E	42.80
L6	N44°59'34"W	28.26

CENTER OF PROPOSED MONOPALM (NAD83)
LATITUDE 33° 27' 04.9" NORTH
LONGITUDE 112° 17' 22.0" WEST
ELEVATION 1005.5' (NAVD88)

1-A ACCURACY CERTIFICATION

THE HORIZONTAL ACCURACY OF THE LATITUDE AND LONGITUDE AT THE CENTER OF EACH SECTOR FALLS WITHIN FIFTEEN (15) FEET. THE ELEVATIONS (NAVD88) OF THE GROUND AND FIXTURES FALL WITHIN THREE (3) FEET.

FLOOD INFORMATION

COMMUNITY NUMBER	PANEL #	SUFFIX	PANEL DATE	FIRM ZONE
040038	2085	G	9/30/05	X

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

LEGEND

POB	POINT OF BEGINNING	0000.0	SPOT ELEVATION
POT	POINT OF TERMINUS		POSITION OF GEODETIC COORDINATES
PUE	PUBLIC UTILITY EASEMENT		WATER CONTROL VALVE
ROW	RIGHT OF WAY		FIRE HYDRANT
DW	DRIVEWAY		POWER POLE
SW	SIDEWALK		LIGHT POLE
BCHH	BRASS CAP IN HANDHOLE		GAS VALVE
BCFL	BRASS CAP FLUSH		FOUND AS NOTED
MCR	MARICOPA COUNTY RECORDS		

OVERHEAD ELECTRIC — PROPERTY LINE — CHAIN LINK FENCE

LESSOR'S LEGAL DESCRIPTION

LOT 6 OF GRIFFITH COMMERCE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 670 OF MAPS, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA.

LEASE AREA LEGAL DESCRIPTION

ALL THAT PORTION OF LOT 6 OF GRIFFITH COMMERCE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 670 OF MAPS, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

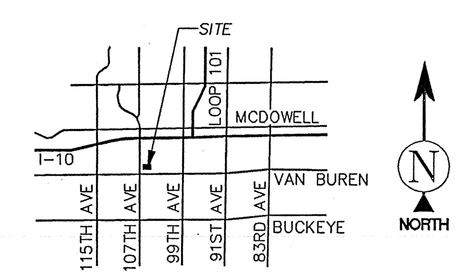
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS EAST ALONG THE WEST LINE THEREOF, 512.77 FEET;
THENCE DEPARTING SAID SECTION LINE, SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST, 259.46 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 58 MINUTES 39 SECONDS WEST, 20.00 FEET;
THENCE NORTH 89 DEGREES 01 MINUTES 21 SECONDS EAST, 30.00 FEET;
THENCE SOUTH 00 DEGREES 58 MINUTES 39 SECONDS EAST, 20.00 FEET;
THENCE SOUTH 89 DEGREES 01 MINUTES 21 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING.

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

LEGAL DESCRIPTIONS



DRIVING DIRECTIONS

ROM THE T-MOBILE OFFICE TAKE I-10 WEST TO THE 99TH AVENUE EXIT. TAKE 99TH AVENUE SOUTH TO VAN BUREN. TAKE VAN BUREN WEST TO 107TH AVENUE. TAKE 107TH AVENUE NORTH TO THE SITE ON THE RIGHT SIDE OF THE ROAD.

VICINITY MAP - N.T.S.

BASIS OF BEARING

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

BENCHMARK

FOUND BRASS CAP IN HANDHOLE INTERSECTION OF 107TH AVE AND VAN BUREN.
ELEVATION= 1007.2 (NAVD88 DATUM)

SURVEY DATE

10/26/05

SURVEYOR'S NOTES

REFERENCE IS MADE TO THE TITLE REPORT ORDER #260226, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 15, 2006.
ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.
THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

UTILITY NOTES

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

PROJECT INFORMATION

T-Mobile
VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.

Western Geomatics Services
6052 E. BASELINE, SUITE 118
MESA, ARIZONA 85206
OFFICE- (480) 924-0660
FAX:- (480) 641-2565

CURRENT ISSUE DATE
4/11/07

REVISIONS

NO.	DATE	DESCRIPTION
0	11/02/05	SUBMITTAL
1	11/22/05	MOVED LEASE AREA
2	1/24/06	MOVED LEASE AREA
3	7/26/06	MOVED LEASE AREA

SITE NUMBER
PH11106A

SITE NAME
UTI

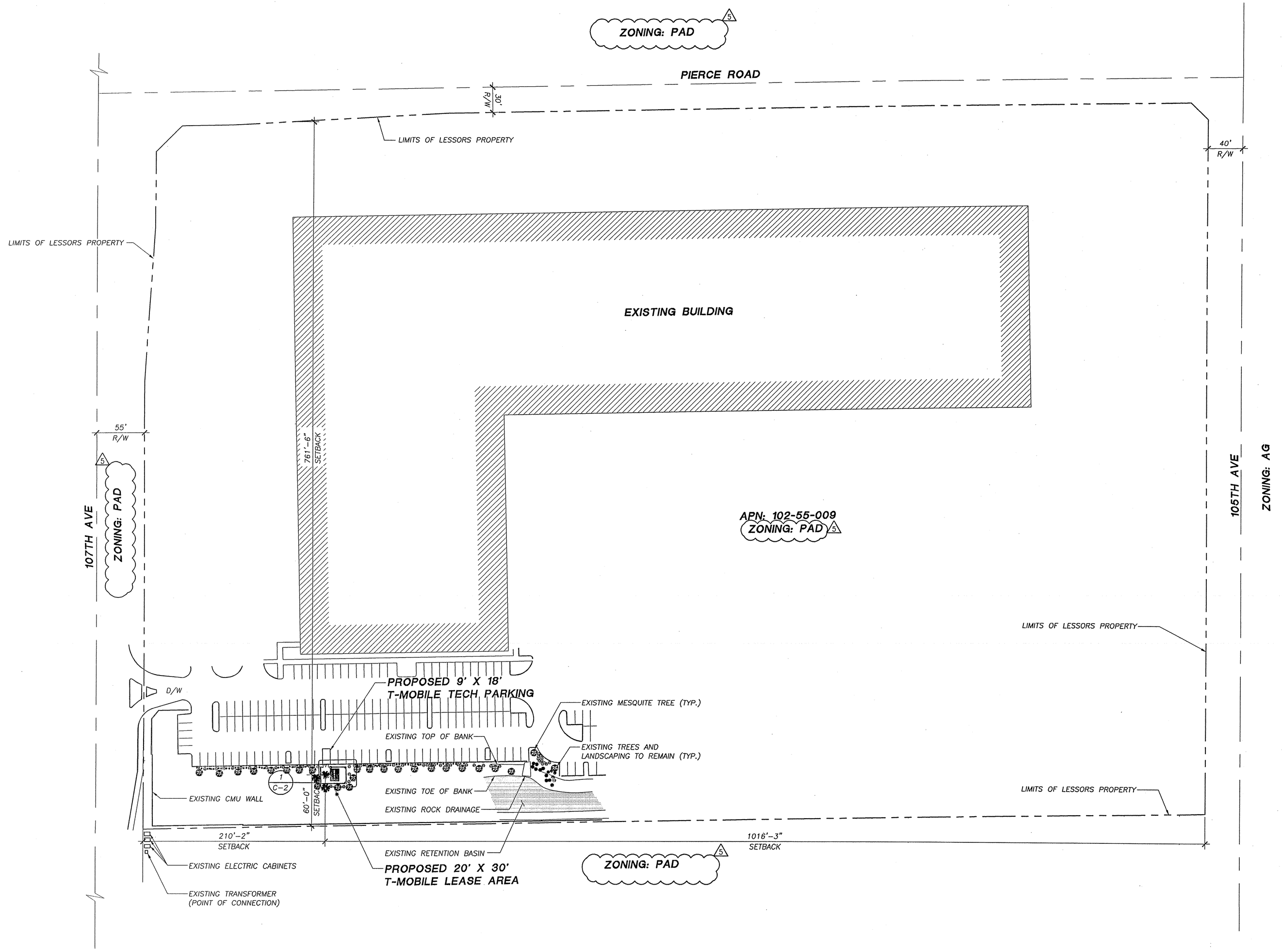
SITE ADDRESS
10695 W. PIERCE
AVONDALE, AZ 85323

SHEET TITLE
SITE SURVEY

SHEET NUMBER
LS-1

CAD #: WGS2428 | PLOT SCALE: VARIES

4/11/07 O:\01 - Engineering Services\Commercial\T-Mobile\Administrative Files\T-Mobile Archived Sites\Archived in 2005 and 2006\UTI (PH-111 ACAD-WGS2428 Rev3.dwg jsult



GENERAL NOTES:

SIGNS

1. INSTALL EMERGENCY INFORMATION PLACARD NEAR ENTRANCE GATE OF EQUIPMENT AREA (OR MOST VISIBLE PLACE ON OUTSIDE COMPOUND WALL). PLACARD IS TO CONTAIN SITE NAME, SITE NUMBER, COMPANY NAME, ADDRESS INFORMATION, AND A "800" NUMBER TO DIAL IN CASE OF EMERGENCY. PLACARD IS TO CONSIST OF HIGH CONTRAST LETTERING (WHITE BACK GROUND W/ RED LETTERING) BEHIND VANDAL RESISTANT LEXAN COVER.

2. INSTALL ADDRESS PLACARD NEAR ENTRANCE GATE OF EQUIPMENT AREA (OR FACING STREET OF ASSOCIATED ADDRESS). PLACARD IS TO CONTAIN 6" TALL, HIGH CONTRAST LETTERING (WHITE BACK GROUND AND RED LETTERS) BEHIND VANDAL RESISTANT LEXAN COVER.

LIGHTING

1. MINIMAL LIGHTING WILL BE INSTALLED AT EQUIPMENT AREA FOR THE PURPOSE OF EQUIPMENT MAINTENANCE. LIGHT WILL BE ON A MOTION SENSOR WITH A SWITCH OVER-RIDE.

2. ADDITIONAL LIGHTING WILL BE INSTALLED IF REQUIRED BY MUNICIPALITY FOR SECURITY PURPOSES.

3. ALL LIGHTING IS TO BE INSTALLED NO HIGHER THAN 8'-0", (UNLESS REQUIRED OTHERWISE BY INDIVIDUAL MUNICIPALITY).

4. ALL LIGHTING WILL BE THAT OF "FULL CUT OFF LENSES".

REPLACEMENT OF AREA LIGHTING

1. IN THE EVENT THE CARRIER PROPOSES TO REPLACE EXISTING FIELD, PARKING, OR BUILDING LIGHTING, ALL LIGHTS, FIXTURES WILL MATCH THE ORIGINAL INSTALLATION UNLESS NOTED OTHERWISE. LIGHTS WILL BE ALIGNED AND ADJUST BACK TO THEIR ORIGINAL POSITION.

FENCING

1. PICKETS IN NEW FENCING WILL NOT EXCEED THE UBC MAXIMUM OF 4" ON CENTER.

2. WHEN APPLICABLE NEW FENCING WILL MATCH EXISTING FENCING IN STYLE, COLOR, AND HEIGHT (SEE PLAN FOR SPECIFICS)

COMPLIANCE

1. ADA COMPLIANCE: FACILITY IS NOT STAFFED AND NOT NORMALLY OCCUPIED.

2. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION.

3. THE ANTENNAS SHALL NOT INTERFERE WITH ANY EXISTING COMMUNICATION SITES.

4. ALL ITEMS SHOWN ON THIS DRAWING ARE EXISTING UNLESS OTHERWISE NOTED.

5. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

NOTES:

1. SITE PLAN RENDERING DERIVED FROM DETAILS PROVIDED BY SURVEY.

2. REFER TO T-MOBILE SPECIFICATIONS FOR ADDITIONAL INFORMATION/DETAILS.

N 11° 36' MAG-N

GRAPHIC SCALE

0 30' 60' 120' 240'

1"= 60'-0"
(24"x36" SHEET ONLY)

SITE PLAN

1

T-Mobile
VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.

2601 W. BROADWAY RD. TEMPE, ARIZONA 85282
PHONE: (602) 643-3000 FAX: (602) 643-3503

PLANS PREPARED BY:

Communication Services, Inc.
2151 East Broadway Road, Suite 217, Tempe, AZ 85282
Voice: 480.905.8889 Fax: 480.905.8818

NO.	DATE	DESCRIPTION	BY
1	11/09/05	PRELIMINARY	CH
2	11/22/05	SUBMITTAL	CH
3	1/24/06	REVISIONS	CH
4	7/12/06	REVISIONS	AES
5	4/02/07	CITY COMMENTS	AES

PROJECT INFORMATION

15-2096

PH11106A

UTI

1065 W. PIERCE ST.
AVONDALE, AZ 85323

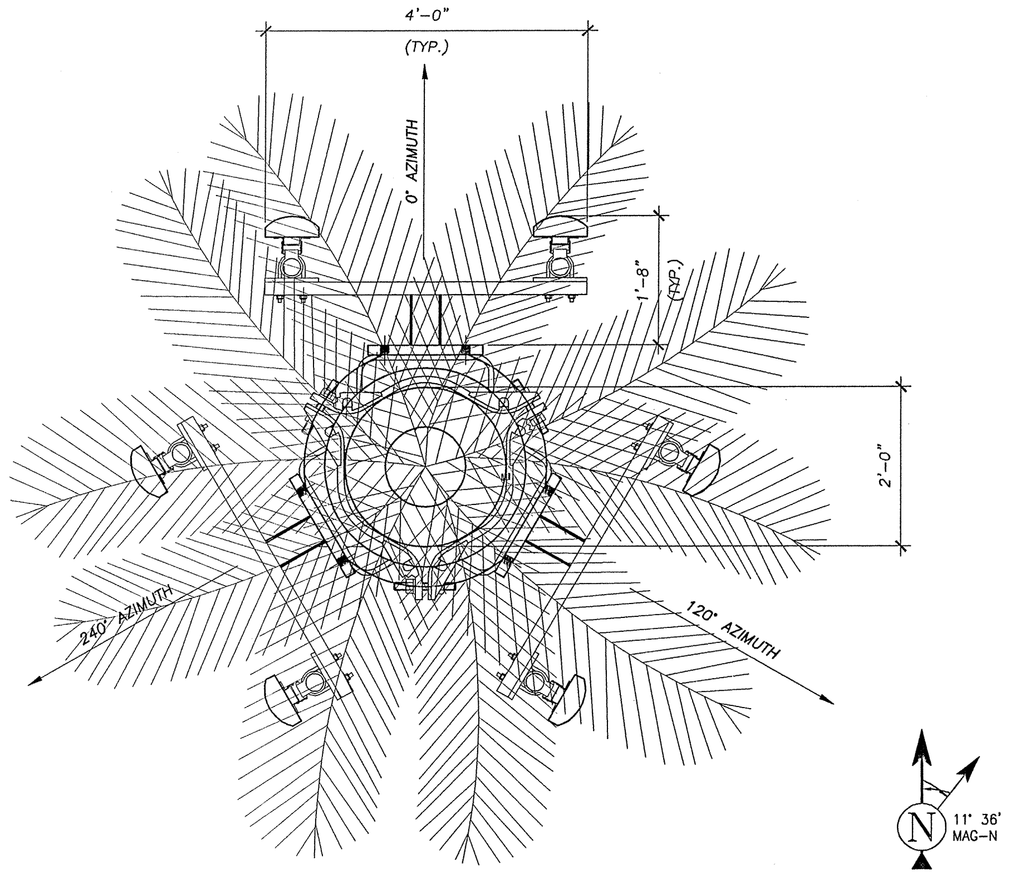
SHEET TITLE

SITE PLAN

SHEET NUMBER

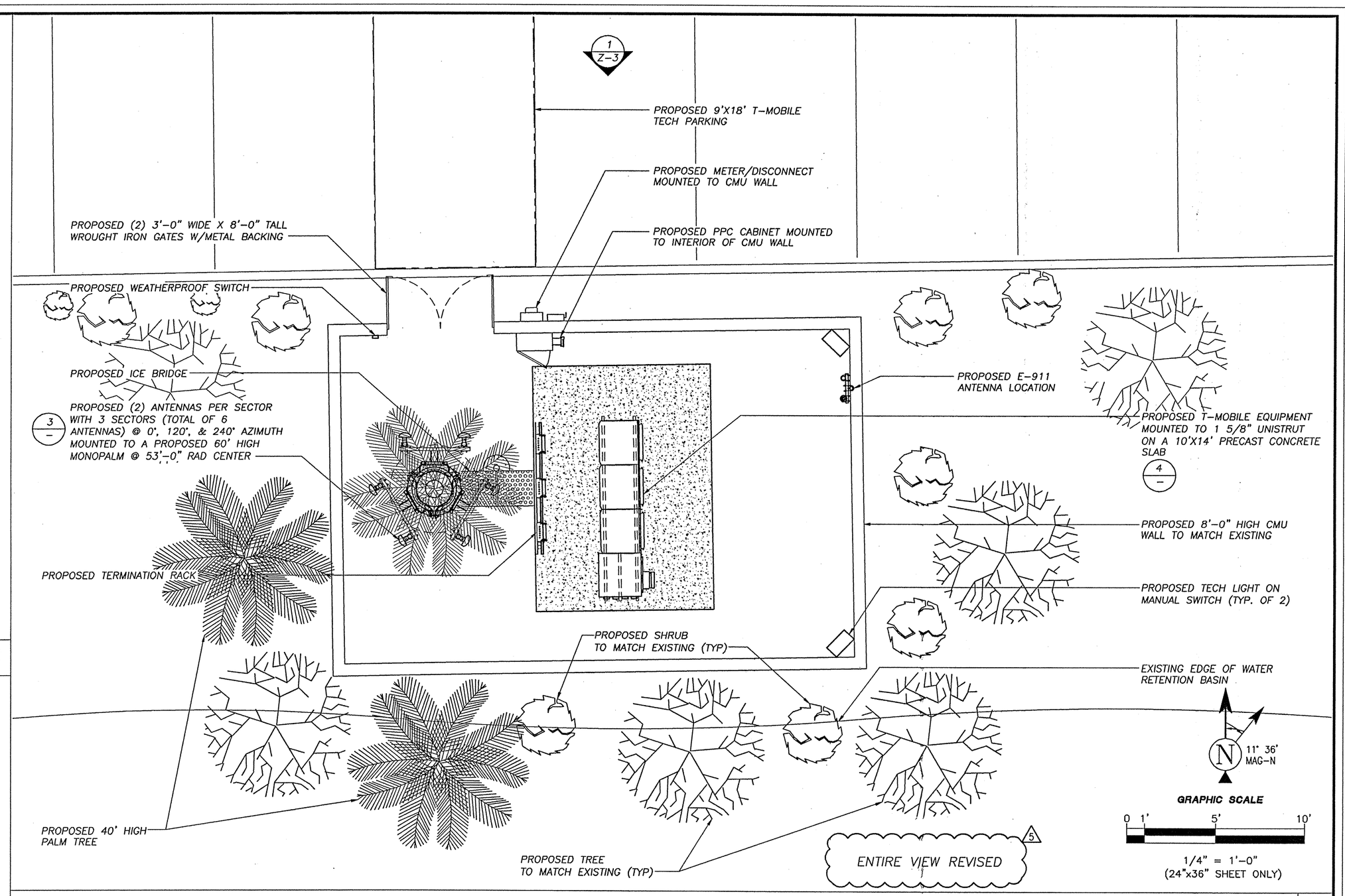
Z-1

APPROVAL BLOCK



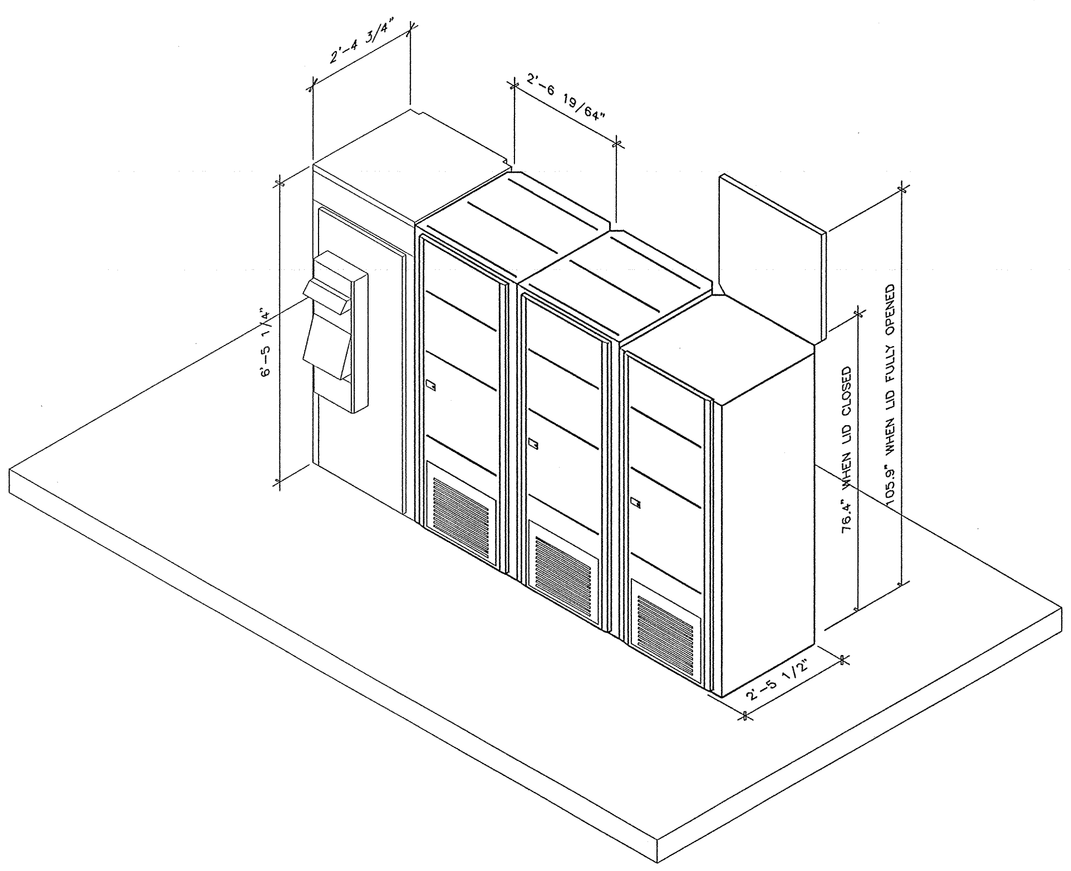
ANTENNA AZIMUTHS

SCALE: N.T.S. | 3



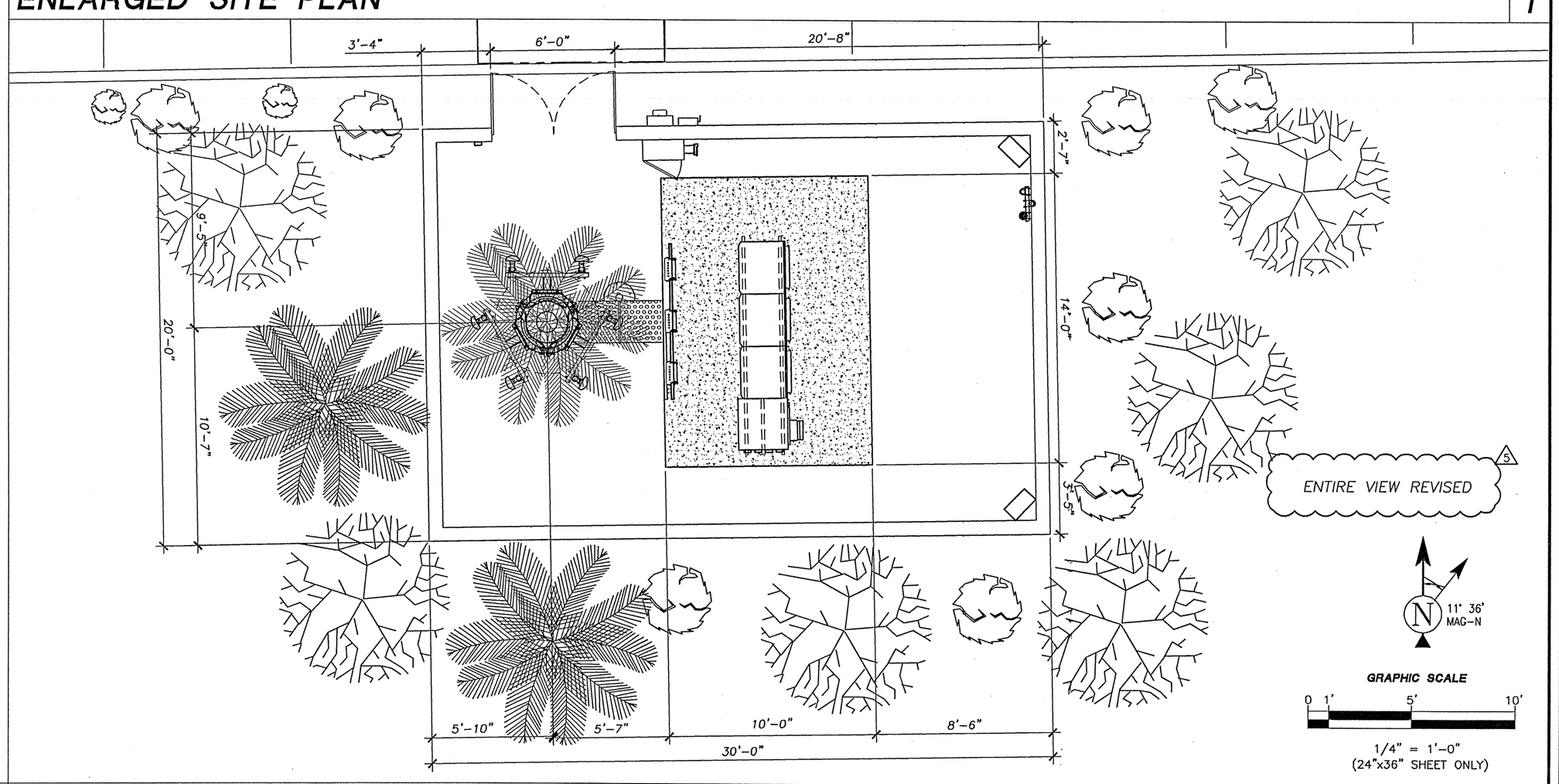
ENLARGED SITE PLAN

1



EQUIPMENT DIMENSIONS

SCALE: N.T.S. | 4



LAYOUT DIMENSIONS

2

T-Mobile

VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.

2601 W. BROADWAY RD. TEMPE, ARIZONA 85282
PHONE: (602) 643-3000 FAX: (602) 643-3503

PLANS PREPARED BY

Communication Services, Inc.

2151 East Broadway Road, Suite 217, Tempe, AZ 85282
Voice: 480.905.8889 Fax: 480.905.8818

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4	7/12/06	REVISIONS	AES
5	4/02/07	CITY COMMENTS	AES

PROJECT INFORMATION

15-2096

PH11106A

UTI

1065 W. PIERCE ST.
AVONDALE, AZ 85323

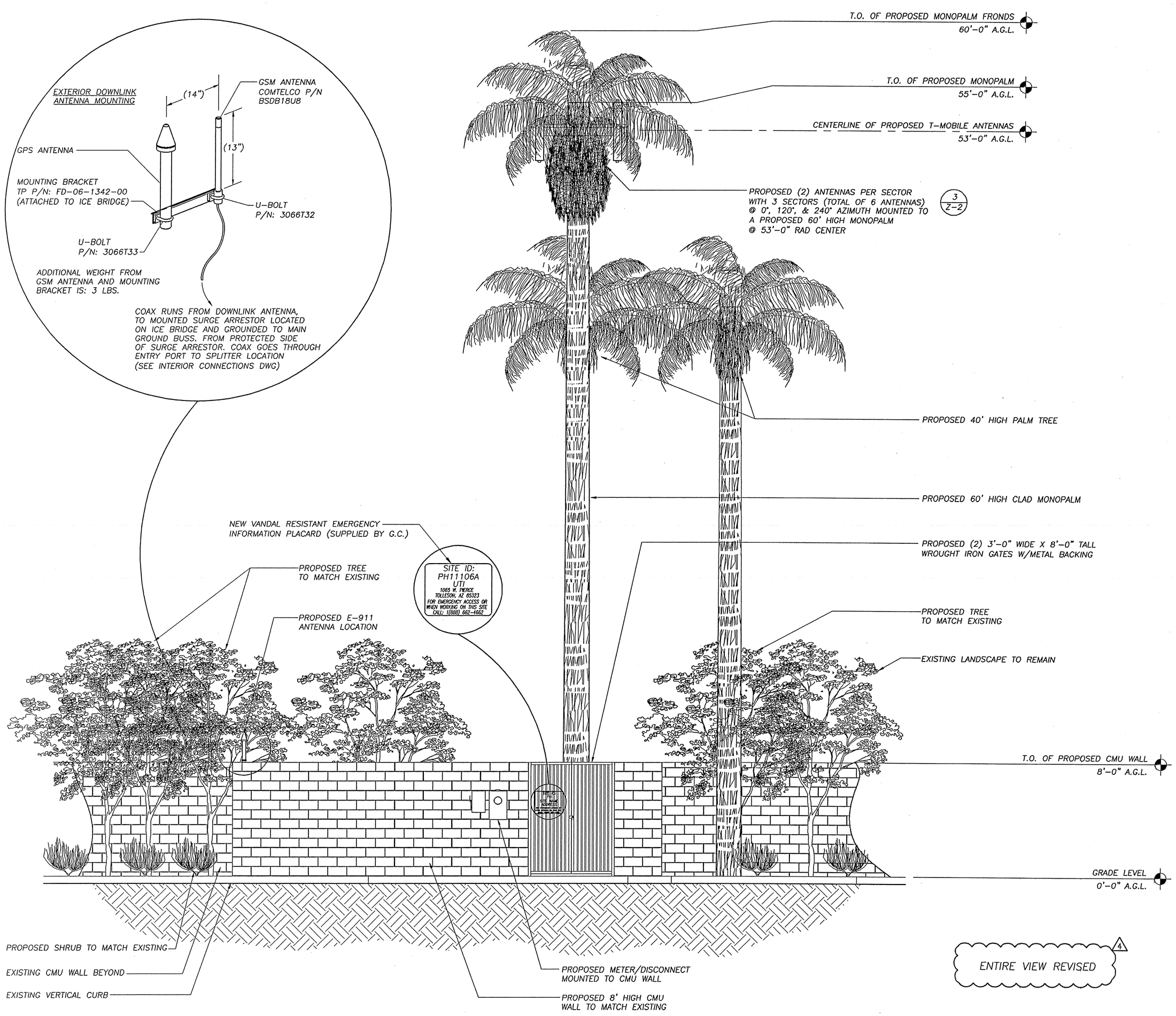
SHEET TITLE

ENLARGED SITE PLAN AND DETAILS

SHEET NUMBER

Z-2

APPROVAL BLOCK



NORTH ELEVATION

1

T-Mobile
VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.
2601 W. BROADWAY RD. TEMPE, ARIZONA 85282
PHONE: (602) 643-3000 FAX: (602) 643-3503

PLANS PREPARED BY
Communication Services, Inc.
2151 East Broadway Road, Suite 217, Tempe, AZ 85282
Voice: 480.905.8889 Fax: 480.905.8818

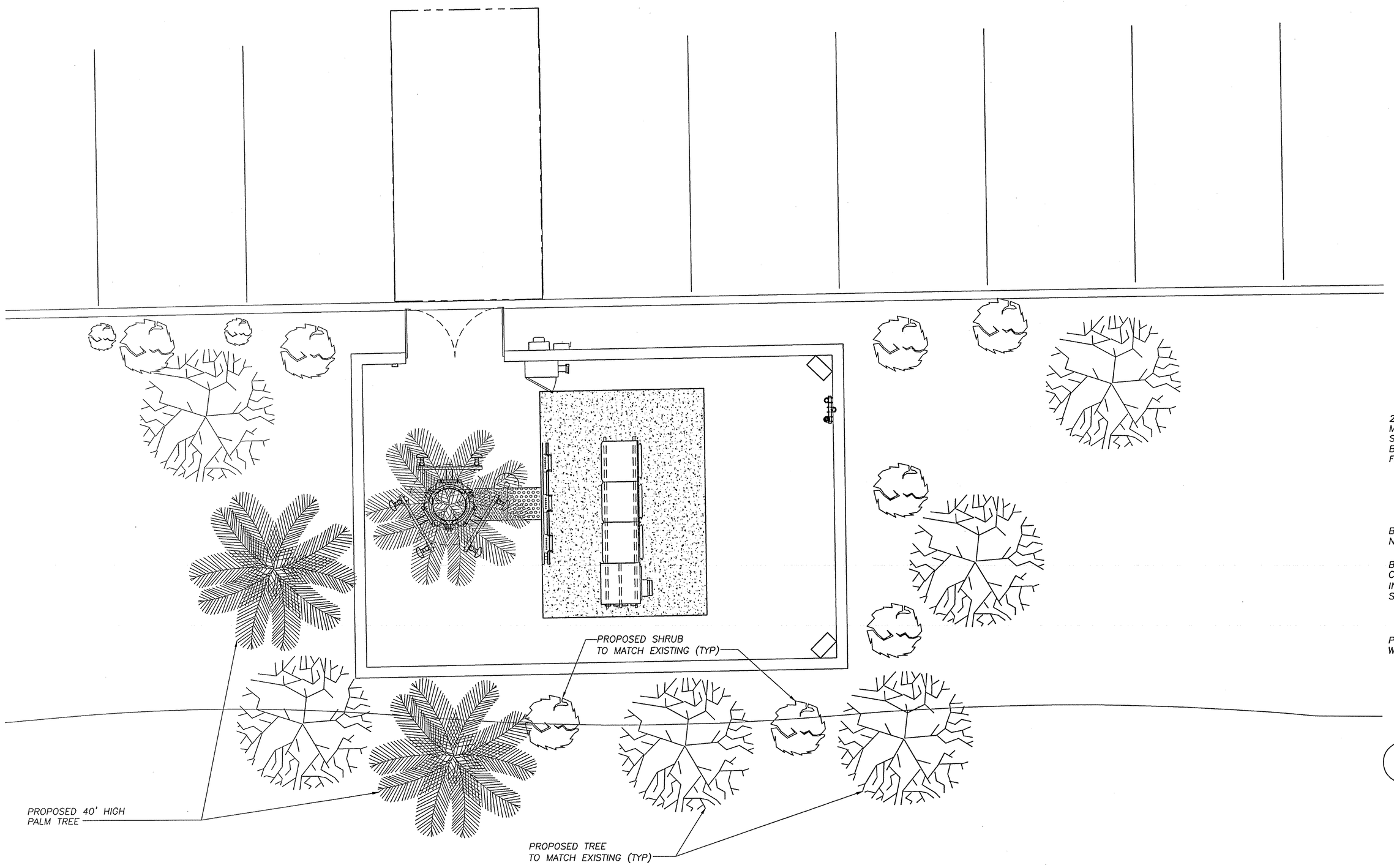
NO.	DATE	DESCRIPTION	BY
1	11/09/05	PRELIMINARY	CH
2	11/22/05	SUBMITTAL	CH
3	1/24/06	REVISIONS	CH
4	7/12/06	REVISIONS	AES
5	4/02/07	CITY COMMENTS	AES

PROJECT INFORMATION
15-2096
PH11106A
UTI
1065 W. PIERCE ST.
AVONDALE, AZ 85323
5

SHEET TITLE
ELEVATION

SHEET NUMBER
Z-3
5

APPROVAL BLOCK

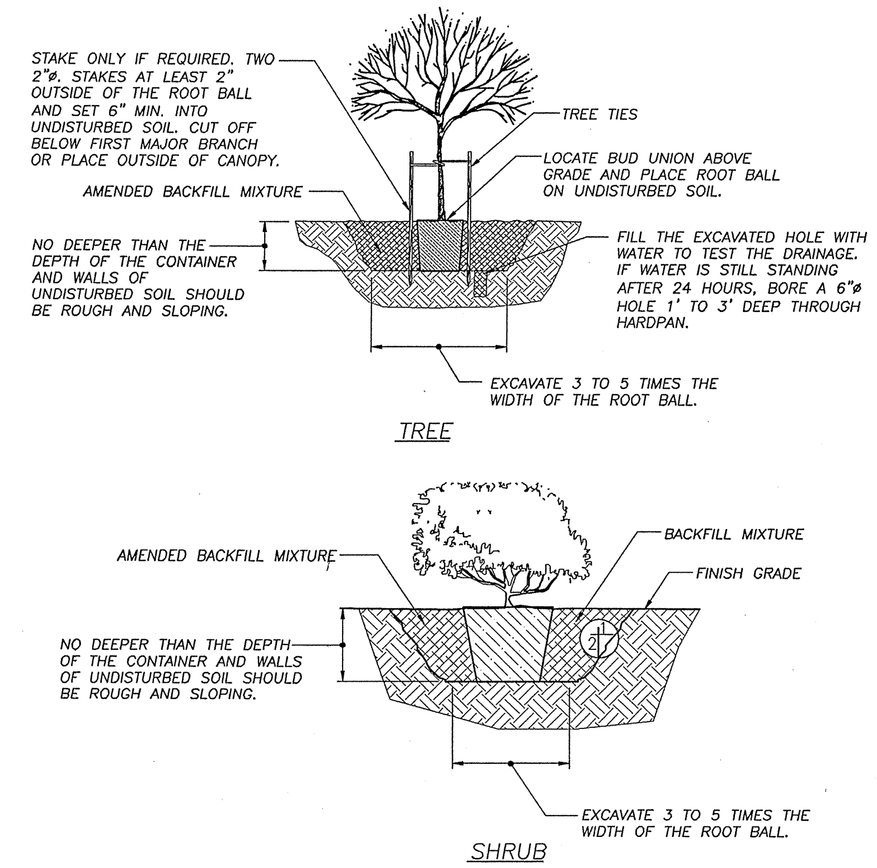


LANDSCAPE PLAN

SCALE: 1/4" = 1'-0"

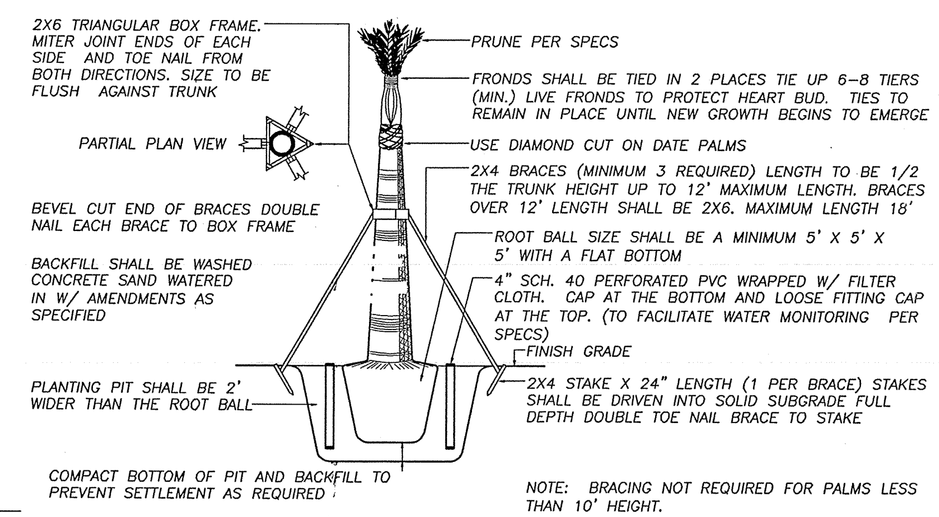
LANDSCAPE MAINTENANCE COMPANY TO BE DETERMINED 5

NEW SHEET 5



1 PLANTING DETAIL

N.T.S.



2 PALM PLANTING

N.T.S.

PLANT LIST

SYM.	BOTANICAL NAME / COMMON NAME	SIZE	QTY.
	PHOENIX DACTYLIFERA DIAMOND CUT BARK DATE PALM	40' HT.	2
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	1 GAL.	4
	MESQUITE	15 GAL.	4 5

PROVIDE 2" DEPTH (AFTER SETTLEMENT) DECOMPOSED GRANITE IN NEW LANDSCAPE PLANTING AREAS TO MATCH EXISTING ON SITE DECOMPOSED GRANITE. SUBMIT SAMPLE FOR APPROVAL PRIOR TO ORDERING.

IRRIGATION NOTE: EXISTING DRIP IRRIGATION SYSTEM TO BE MODIFIED/ EXPANDED AS REQUIRED TO PROVIDE REQUIRED AUTOMATED IRRIGATION SERVICE TO NEW PLANTINGS.

T-Mobile
VoiceStream PCS III Corporation, a subsidiary of T-Mobile USA, Inc.
2601 W. BROADWAY RD. TEMPE, ARIZONA 85282
PHONE: (602) 643-3000 FAX: (602) 643-3503

PLANS PREPARED BY:
Communication Services, Inc.
2151 East Broadway Road, Suite 217, Tempe, AZ 85282
Voice: 480.905.8689 Fax: 480.905.8818

NO.	DATE	DESCRIPTION	BY
1	11/09/05	PRELIMINARY	CH
2	11/22/05	SUBMITTAL	CH
3	1/24/06	REVISIONS	CH
4	7/12/06	REVISIONS	AES
5	4/02/07	CITY COMMENTS	AES

PROJECT INFORMATION
15-2096
PH11106A
UTI
1065 W. PIERCE ST. 5
AVONDALE, AZ 85323

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
L-1 5

APPROVAL BLOCK

Project Narrative

For a Wireless Communications Facility

10695 W. Pierce St., Avondale, AZ 85323
102-55-009

T-Mobile Site Number PH11106

Background

T-Mobile is currently seeking to expand its Network Coverage in the City of Avondale in response to customer demand.
In order to improve coverage, T-Mobile is requesting approval of a for a new "Stealth" Communications facility to be located at the Universal Technical Institute.

Description of Request

This application is for the installation of Stealth communication Facility or a "MonoPalm" this is a state of the art communication tower designed to blend into the surrounding area without notice. T-Mobile's associated equipment to be concealed by a wall that also matches the existing UTI building.

Operations

Once construction of the site is complete and the radio equipment has been optimized, a technician may visit the site once or twice a month for routine service maintenance. As a result, the site will not have any significant impact on existing traffic patterns in this area. Additionally, the facility is remotely monitored from the MTS ("Mobile Telephone Switch") for equipment failure or security breach of the equipment cabinets.
No potable water or sanitary sewer services are required by the facility and the site is accessible from the existing Avondale Street System.

Alternatives

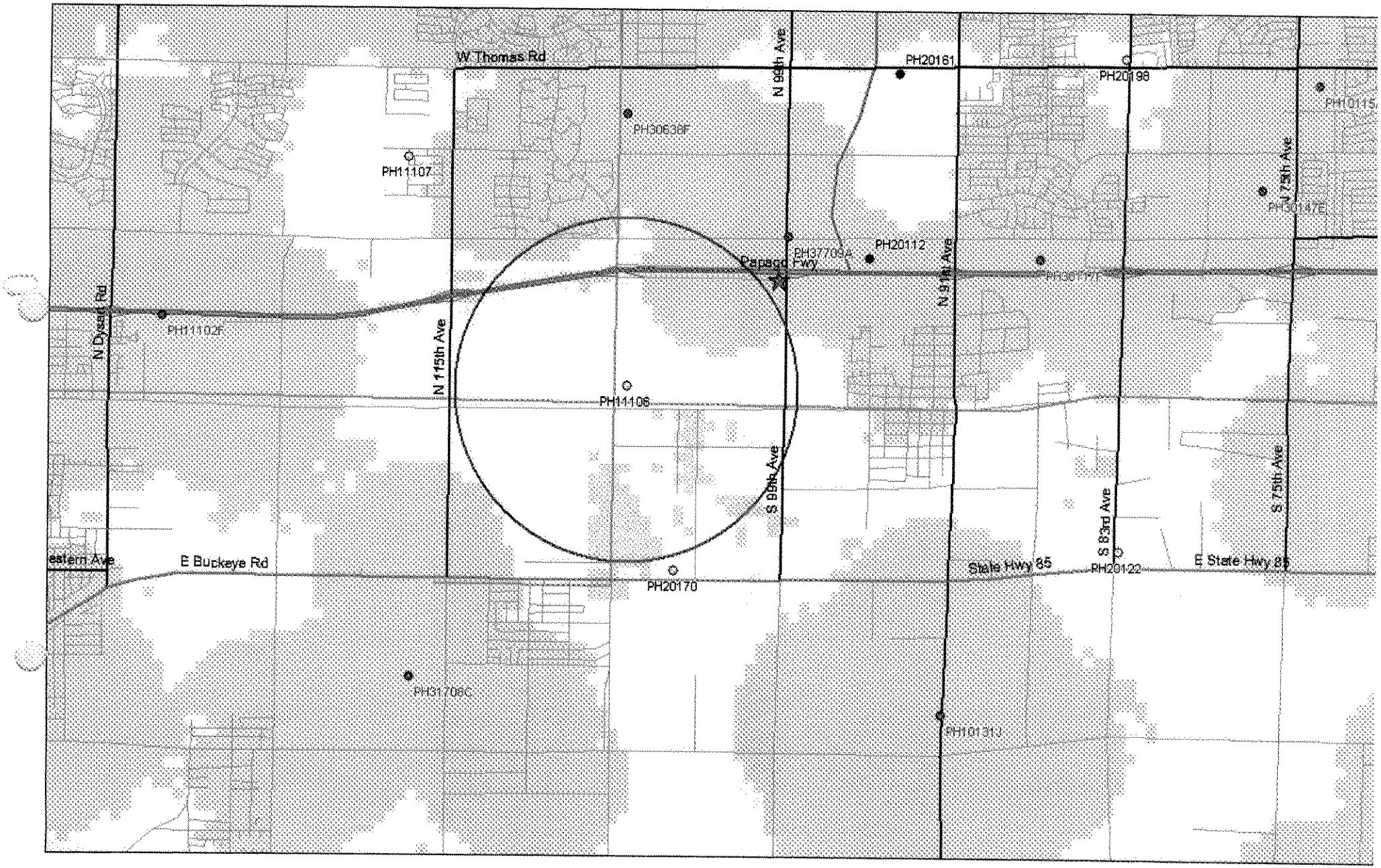
T-Mobile site acquisition has surveyed other potential site location, and could find any site suitable to meet City Code or Coverage Objectives.
The other location proposed by our RF team was in the city of Tollenson it was a Industrial Building owned by Southwest traders. However the landlord was uninterested, there for it became a dead candidate.
The Autoamall sign was to close to an existing on air site our objective was to stay well south of the freeway if we did not do this our coverage objective will be very much missed.

Conclusion

This wireless site is being proposed to meet customer demand in the Avondale area.
T-Mobile's first preference is to co-locate on existing monopoles, buildings, or other structures whenever possible.
T-Mobile is sparing no expense in utilization the very latest in "Stealth" technology to integrate a communication tower into the existing Avondale area.
The proposed site will not interfere with police, fire, and/or other emergency public safety communications. T-Mobile is licensed and regulated by the Federal Communications Commission (FCC) to operate in a specific frequency bandwidth.
Standard configuration for T-Mobile sites is 65 feet rad center with 2 antennas per sector, 8.2' horizontal separation between antennas. In order to comply with the city ordinance and to integrate our site in the existing landscape we are willing to compromise our design and lower the rad center to 60 feet, downsize the horizontal separation to 4' and use a stealth solution for our site by building a monopalm.
This location was indicated by our prediction software and RF planning tool as the most qualified to provide coverage and indoor service according to T-Mobile quality standards.

Sincerely,

Declan Murphy
T-Mobile / AZ Project
2601 W Broadway
Tempe, AZ 85282
Tel: (602) 326 0111
eFax: (775) 205-4803
Email: declan.murphy@t-mobile.com



BLUE DOT INDICATES EXISTING SITES
YELLOW DOT INDICATES PROPOSED SITES

Yellow Indicates Lack of Coverage.jpg

Exhibit F

Existing T-Mobile Monopalm @ Garden Lakes Baptist Church

Excerpt of the Draft Minutes of the regular Planning Commission meeting held April 19, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Nathan Cottrell, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
Michael Alcorn, Commissioner
Edward Meringer, Commissioner
David Iwanski, Commissioner
Alan Lageschulte, Chairperson

CITY STAFF PRESENT

Mr. Brian Berndt, Development Services Director
Mr. Scott Wilken, Senior Planner
Ms. Megan Neal, Planner II
Mr. Ken Galica, Planner II
Mr. Dean Svoboda, Long Range Planning Director

APPLICATION NO. CU-06-10

APPLICANT: Mr. Declan Murphy, T-Mobile
2601 West Broadway Road
Tempe, AZ 85282

REQUEST: This is a request for a conditional use permit for a wireless communications "monopalm" within the Universal Technical Institute site. The property is located on the southeast corner of 107th Avenue and Pierce Street. Staff Contact: Ken Galica (623) 333-4019.

Commissioner Iwanski stated he was pleased with the additional landscaping proposed.

Commissioner Webster asked if the adjacent palm trees could potentially damage the monopalm in the event of a strong wind. Mr. Galica stated he did not believe so as similar landscaping has been proposed and constructed elsewhere with no problems.

Chairperson Lageschulte opened the public hearing.

No one wished to address the Commission.

Chairperson Lageschulte closed the public hearing.

Commissioner Alcorn MADE a MOTION to recommend approval of CU-06-10 subject to the three stipulations noted in the staff report 1) The development of the site shall conform to the project narrative and site plan date stamped march 8, 2007. 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. 3) An amendment to the Conditional use Permit shall be required to the addition of any further antennae to the cell tower. Commissioner Grimsley SECONDED the MOTION.

Chairperson Lageschulte called for a roll call vote and the motion passed by a vote of 7 to 0.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Conditional Use Permit for Dru's U-Haul (CU-06-9).

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for Dru's U-Haul (truck and trailer rental) in the C-2 (Community Commercial) Zoning District

PARCEL SIZE: 1 acre

LOCATION: North of Van Buren and West of Eliseo C. Felix Jr. Way at 1500 N. Eliseo C. Felix Jr. Way

APPLICANT: Charley Haverstick, Western Planners and Architects

OWNER: Teresa Tafoya

BACKGROUND:

The property was annexed into the City in 1978. The subject property was subsequently zoned AG (Agricultural) in 1979. In March of 1999, the property was rezoned as part of Coldwater Plaza to C-2 (Community Commercial). The C-2 (Community Commercial) Zoning District accommodates a variety of retail uses that capitalizes on the close proximity to I-10 as well as Van Buren Street and Dysart Road. A minor land division was approved for the property by Development Services on March 30, 2007. Automobile renting and/or leasing requires a conditional use permit as identified in the C-2 (Community Commercial) Zoning District.

SUMMARY OF REQUEST:

1. The applicant is requesting conditional use permit approval to operate Dru's U-Haul, a truck and trailer rental facility and moving center. The proposed 480 square foot building will accommodate office space and light storage space. The hours of business will be Monday thru Sunday from 7:30 AM to 7:30 PM. Typically, the office will consist of 1 to 2 full time employees.

2. There will be no after hour pick-up or drop-off of vehicles or any rental equipment. The site is gated and will be closed and secured after business hours. All vehicles will be parked on site behind the gated entries. Vehicles will not be maintained or washed on site.

3. Few supplies will be for sale. Furniture pads, cardboard boxes, or dollies will be for sale or rent. The supplies will be stored in the display area within the sales office. The facility will not sell propane or gas. All vehicles will be fueled at a separate location.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:30 pm on June 28, 2006 at City Hall. The neighborhood meeting was advertised in the West Valley View on June 13, 2006. The property was posted on May 13, 2006. Notification letters were mailed out to 8 property owners on June 12, 2006. According to materials presented by the applicant, no residents attended the meeting.

A notice of the Planning Commission hearing was published in the West Valley View on April 3, 2007. The property was posted on April 4, 2007. Notification letters were mailed out to 8 property owners on April 4, 2007.

A notice of the City Council hearing was published in the West Valley View on May 1, 2007. The property was posted on May 4, 2007. Notification letters were mailed out to 8 property owners on May 4, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission considered this item at their meeting on April 19, 2007 (Exhibit F). Following discussion, the Commission voted 6-0 to forward a recommendation of approval with the following stipulations:

1. The development of the site shall conform to the site plan date stamped March 29, 2007 and the project narrative dated March 29, 2007.

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.

3. All signage shall require separate review and approval through the sign permitting process.

FINDINGS:

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 Employment on the General Plan Land Use Map. The existing C-2 (Community Commercial) zoning is consistent with the Employment designation, however, the proposed use requires conditional use permit approval per the Zoning Ordinance. Currently, the surrounding area is designated Employment and Freeway Commercial on the General Plan Land Use Map. The proposed use will not adversely affect the desired character of the surrounding area.

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 Dru's U-Haul is designed to complement the existing light industrial uses in the area. To the north is 1 acre of vacant land currently owned by the above named property owner zoned C-2 (Community Commercial). Property to the far north and west is an existing ADOT rock and gravel yard zoned AG (Agricultural). Property to the far west is the Coldwater Plaza Shopping Center zoned C-2 (Community Commercial). Across the Coldwater Plaza Shopping Center private drive to the south, there is an existing retention basin. Across Eliseo C. Felix Jr. Way, the property to the east is vacant and zoned A-1 (Light Industrial). The proposed Dru's U-Haul is compatible with the adjacent commercial and industrial zoning districts.

The proposed Dru's U-Haul is required to conform to the C-2 development standards and the proposed site plan meets the requirements of the Zoning Ordinance. The proposed Dru's U-Haul will not substantially change the look or character of the surrounding area. Outdoor storage of vehicles already exists in the area. The introduction of Dru's U-Haul will not adversely affect the surrounding area.

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 site features adequate parking and circulation. The site has been designed to accommodate vehicle drop-off and pick-up, and vehicle storage. The site provides safe and convenient access from Eliseo C. Felix Jr. Way and good circulation throughout the site. The development provides one-way in and one-way out access through gated entries.

The Zoning Ordinance requires 1 parking space for 300 square feet of retail sales building. Based on the gross floor area for the building (480 square feet), 2 parking spaces are required. The applicant is proposing a total of 7 parking spaces, which includes one handicapped accessible parking space as required by the ADA (Americans with Disabilities Act). The applicant is also providing 10 trailer parking spaces and 9 truck parking stalls. The development exceeds the number of parking spaces required by the Zoning Ordinance.

The proposed development provides a 6' to 8' undulating wall with geometric pattern and columns adjacent to Eliseo C. Felix Jr. Way and Coldwater Plaza private drive. The additional wall height will further assist in screening the trailers and trucks parked on site. The development will also have a mix of 15 gallon and 24" box trees to further screen the site. The proposed site plan meets all development standards set forth in the C-2 zoning district.

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 Eliseo C. Felix Jr. Way. The applicant plans to deter customers from using the Coldwater Plaza private drive to the south by posting a sign at the check-out counter. Van Buren Street and Dysart Road 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.

Three routine stipulations have been included in the staff recommendation.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing and APPROVE application CU-06-9, a request for a conditional use permit for truck and trailer rental subject to the three stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application CU-06-9, a request for a conditional use permit for truck and trailer rental in the proposed C-2 (Community Commercial) subject to the three stipulations recommended by the Planning Commission.

ATTACHMENTS:

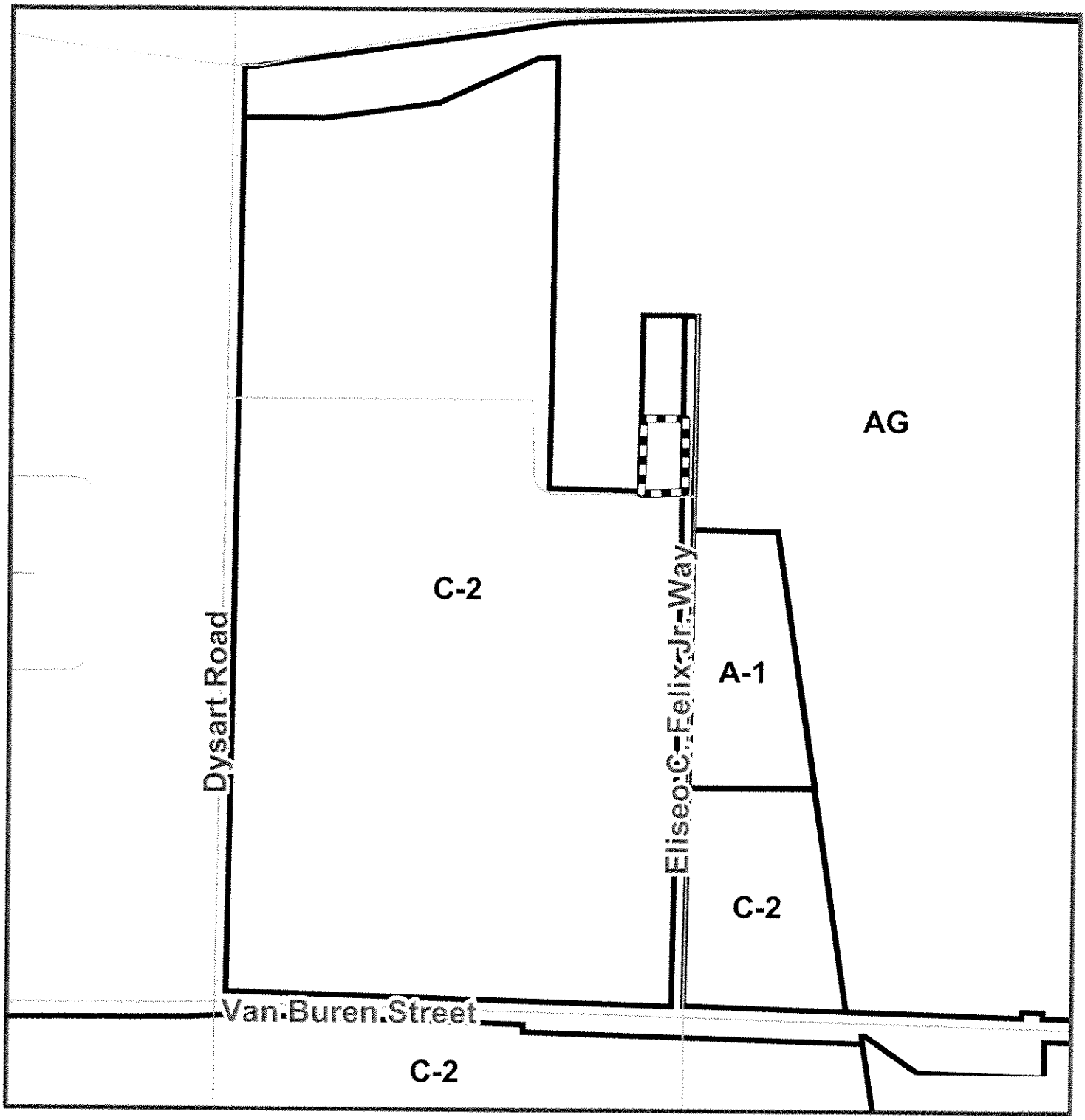
Click to download

- Exhibits A-F

PROJECT MANAGER:

Megan Neal, Planner II (623) 333.4018

Exhibit A

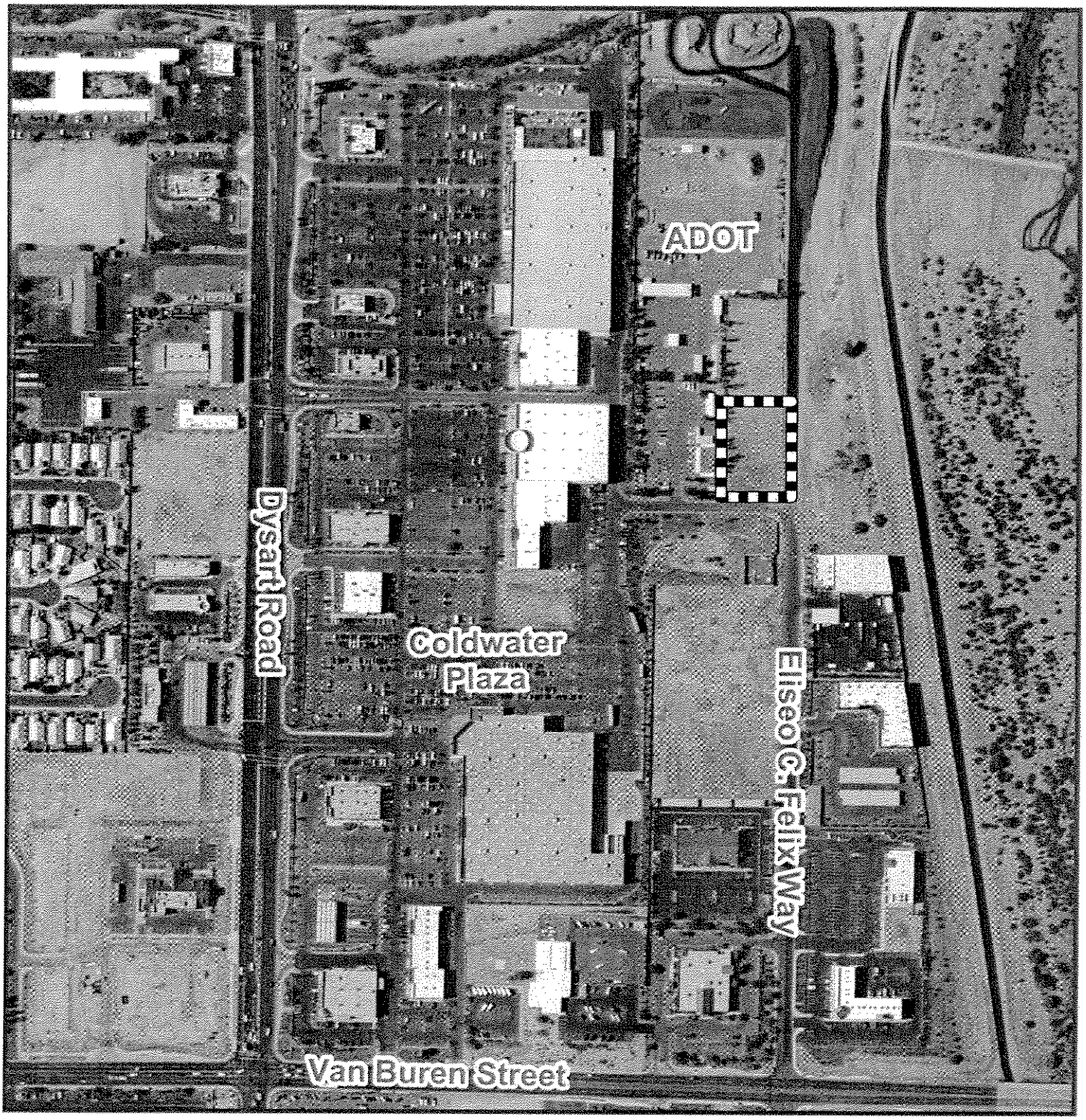


Zoning Vicinity Map
Dru's U-Haul

Avondale

Subject Site

Exhibit B



Air Photo 2006
CU-06-9

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-06-9

THE PROPERTY	
PARCEL SIZE	1 Acre
LOCATION	North of Van Buren and West of Eliseo C. Felix Jr. Way at 1500 N. Eliseo C. Felix Jr. Way
PHYSICAL CHARACTERISTICS	Vacant
EXISTING LAND USE	None
EXISTING ZONING	C-2 (Community Commercial District)
ZONING HISTORY	Annexed in 1978; subsequently zoned AG (Agricultural) in 1979. Rezoned to C-2 (Community Commercial) in 1999.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	AG Agricultural (ADOT)
EAST	A-1 Light Industrial (Vacant)
SOUTH	C-2 Community Commercial (vacant)
WEST	AG Agricultural (ADOT)

GENERAL PLAN
The subject property is designated as Employment on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District No. 44 Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor (K-3)
JUNIOR HIGH SCHOOL	Avondale Middle School (4-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Eliseo C. Felix Jr. Way	
Classification	Collector
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	1 paved (temporary) lane
Standard half street improvements	One traffic lane with half a center turn lane, bike lane, curb and gutter, attached sidewalk and landscaping.
Van Buren Street	
Classification	Arterial Street
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	6 paved lane, 20' to back of curb, gutter, 5' sidewalk, streetlights
Standard half street improvements	One traffic lane, curb, gutter, sidewalk, landscaping and streetlights.

UTILITIES
There is an existing 8" water line in Eliseo C. Felix Jr. Way. There is an existing 8" sewer line in Eliseo C. Felix Jr. Way.

EXHIBIT D

Project Narrative

On the property of Eliseo C. Felix Jr. Way we are proposing to develop a Home Moving Center. Where we are seeking to run a family owned and operated moving center. Taking reservations by phone or in person or on the internet. We will provde and sell supplies for moving such as all types of boxes and packing materials such as tape wraps, cloths to protect furniture. bubble wraps (popcorn packing materials), furniture pads, electrical trailer lights, masking tapes, etc. In addition to moving supplies we will be renting tow dollys, auto transports, open and enclosed trailers, trucks, and the installation of hitches, to meet the needs of the growing public.

Our hours of operation will be approximately from 7:30 am to 7:30 pm Monday thru Sunday. With these hours of operation we will not be in need of any vehicles being parked on the street overnight since our policy is to have the clients call if their not able to be on time, then keep it overnight or we wait for them until it is checked in. We will post a sign at the counter to discourage people from using Coldwater Plaza Drive.

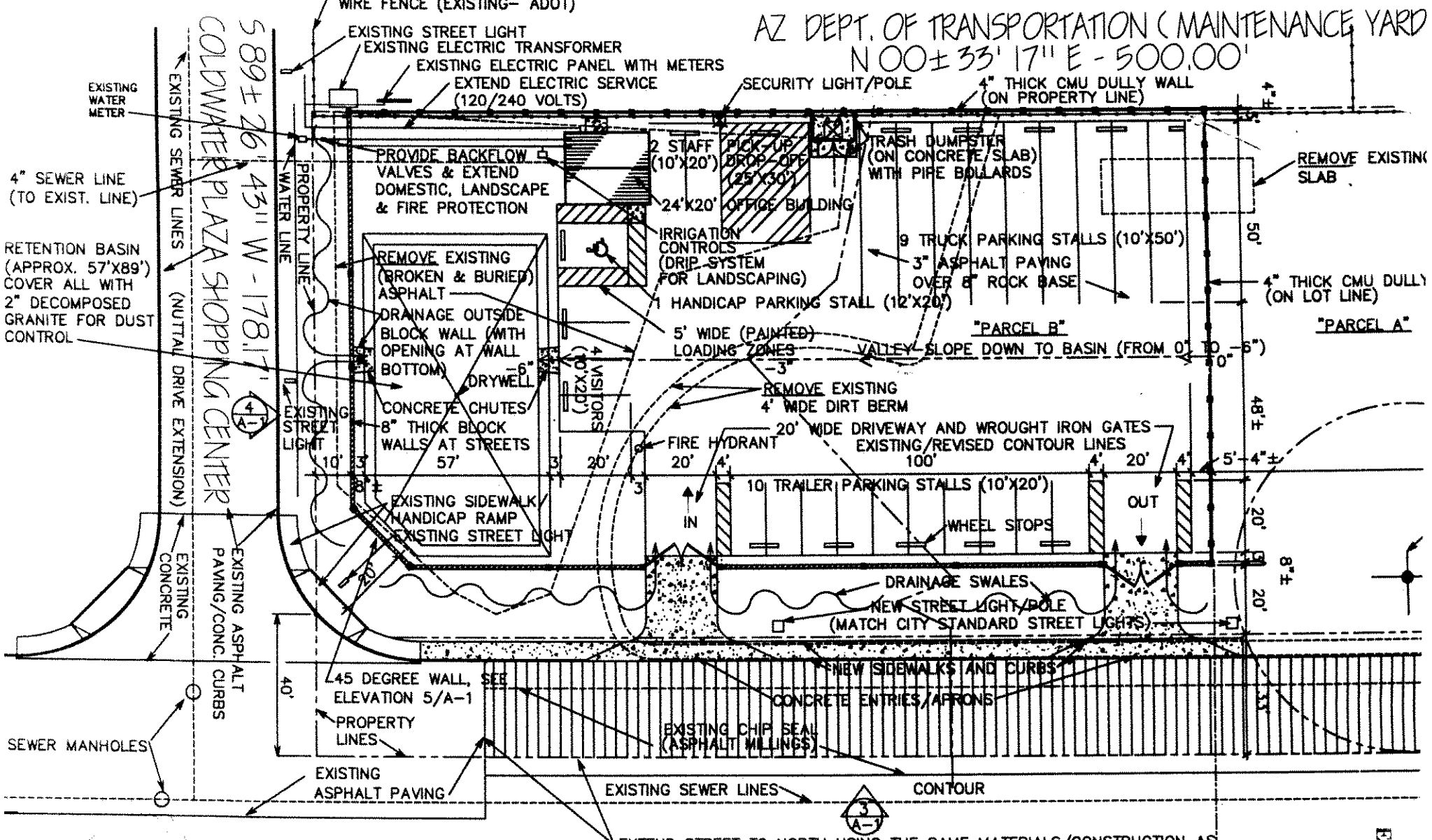
We hope that this home moving center will enhance the needs of the area, since we are located to the back of Home Depot and other furniture stores.

Respectively

Teresa Tafoya

MAR 2 1 2007

2. ALL PRICE QUOTES SHALL BE FURNISHED WITH A BREAKDOWN OF WHAT ITEMS ARE TO BE INCLUDED/EXCLUDED, WITH ANY DRAWINGS OR DETAILS AS IS REQUIRED BY THE OWNER OR THE CITY OF AVONDALE.
3. ALL MATERIALS, SYSTEMS OR WORKMANSHIP SHALL BE INSTALLED IN COMPLIANCE WITH ANY AND ALL RULES, REGULATIONS, CODES, ETC. AS IS APPLICABLE FOR THIS LOCATION.



SITE PLAN

EXHIBIT E

Exhibit F

Draft Minutes
City Of Avondale
Planning Commission
Regular Meeting
City Council Chambers
11465 W. Civic Center Dr.
Avondale, AZ 85323
Thursday, April 19, 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

Alan Lageschulte, Chairperson
Edward Meringer, Vice Chairperson
Linda Webster, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Michael Alcorn, Commissioner
Lisa Copeland, Commissioner (arrived at 7:09pm)

CITY STAFF PRESENT

Mr. Brian Berndt, Development Services Director
Mr. Scott Wilken, Senior Planner
Ms. Megan Neal, Planner II
Mr. Ken Galica, Planner II
Mr. Dean Svoboda, Long Range Planning Director

VII. PUBLIC HEARING ITEMS

1. APPLICATION NO.: CU-06-9

APPLICANT: Ms. Teresa Tafoya
2812 West Lamar Road
Phoenix, Arizona 85017

REQUEST: This is a request for a conditional use permit to operate a truck and trailer rent and moving center. The

property is north of Van Buren and west of Eliseo C. Felix Jr. Way. Staff Contact: Megan Neal (623) 333-4018.

Ms. Neal presented the staff report for CU-06-9 to the Planning Commission. She stated this is a request for conditional use permit approval, which will allow the operation of a truck and trailer rent and moving center. Staff is recommending approval of this application.

Chairperson Lageschulte opened the public hearing.

No one wished to address the Commission.

Chairperson Lageschulte closed the public hearing.

Commissioner Webster MADE a MOTION to recommend approval of CU-06-9 subject to the stipulations noted in the staff report: 1) The development shall conform to the site plan date stamped March 29, 2007 and the project narrative dated March 29, 2007. 2) In accordance with Section 108 of the City of Avondale Zoning Ordinance the conditional use permit expire within two years from two years from the date of approval if the use has not commenced. 3) All signage shall require separate review and approval through the sign permitting process.

Commissioner Alcorn seconded the motion.

Chairperson Lageschulte called for a roll call vote and the motion PASSED by a vote of 7 to 0.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1261-507– La Entrada Rezoning from R1-6 to PAD (Z-05-12)

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Scott Wilken, Senior Planner (623) 333-4016

THROUGH: Charlie McClendon, City Manager

REQUEST: Rezone from R1-6 (Single-Family Residential) to PAD (Planned Area Development District)

PARCEL SIZE: 60 acres

LOCATION: West side of 99th Avenue, north and south of the Encanto Blvd. alignment (See Exhibits A, B and C)

APPLICANT: Dustin Jones, Tiffany & Bosco P.A.

OWNER: Bruce A. Bodner Company, Inc.

BACKGROUND:

Two lots, comprising approximately 7 acres at the north end of the property, were annexed into the City on February 1, 1999 and zoned AG. The 19 acres immediately north of the Encanto Blvd. alignment were annexed into the City on September 6, 1984. The 34 acres south of the Encanto Blvd. alignment were annexed into the City on May 26, 1981. The 53 acres adjacent to the Encanto Blvd. alignment were zoned R1-6 (Single-Family Residential) prior to 1990.

SUMMARY OF REQUEST:

1. The request is to rezone approximately 60 acres from R1-6 (Single-Family Residential) to PAD (Planned Area Development) to allow a mixed-use development. The applicant has submitted a PAD plan and narrative and intends to subdivide the property at a later date. The proposal includes retail, office, residential, and restaurant uses.
2. Access to the site will be provided from 99th Avenue to the east, and the extension of Encanto Boulevard from the west.
3. The 60 acre site is divided into two sub-areas: a 34 acre "Commercial/Office Village" in the southern portion of the site and a 26-acre "Residential Village" in the northern portion of the site. The two Villages are generally separated by Encanto Blvd.
4. The project is designed to have a cohesive development, with different uses separated into the Villages, but sharing common architectural theme, landscaping, and pedestrian trail system.
5. The proposed uses in the Commercial/Office Village are similar to the C-O (Commercial Office) and C-2 (Community Commercial) districts with modifications to create a more pedestrian-oriented office and commercial center. The Commercial/Office Village will also allow upper floor residential units. Uses in the Residential Village are mainly varying types of multi-family dwelling units and related accessory uses.
6. Building and parking setbacks for both villages are designed to create an urban-style pedestrian-oriented development interior to the site, while maintaining the boulevard streetscape concept along 99th Avenue outlined in the Freeway Corridor and North Avondale Specific Plans. Buildings and parking will be set back a minimum of 50' from 99th Avenue. Interior to the site, buildings will be set back a minimum of

10' from parking and drive aisles in the Commercial/Office Village, 10' from parking in the Residential Village, and 5' from drive aisles in the Residential Village.

7. Master site plans will be required prior to development. The master site plans must include compatible architectural themes, building materials and colors, internal circulation, parking lot configurations, signage, landscape theme, and building footprints. Each master site plan shall be reviewed by the Planning Commission and approved by the City Council. Following approval of a master site plan, Individual Site Plans may be submitted for administrative review and approval for each building within that sub-area. All individual site plans shall be in conformity with the master site plan.
8. The development will be built in phases. The Residential Village will be built in a maximum of 2 phases, with a minimum size of 13 acres for a master site plan within the Residential Village. The Commercial/Office Village will be built in a maximum of 3 phases with a minimum size of 10 acres for a master site plan within the Commercial/Office Village. Additionally, the PAD requires that the first phase of the Residential Village occurs concurrently with or after the completion of at least one phase of the Commercial/Office Village.
9. The PAD specifies design standards for all buildings. Architecture and design will be finalized at the time of master site plan approval. Architecture within the overall development is intended to coordinate with shared building materials and architectural elements. Particular emphasis will be placed on minimizing the appearance of building mass and accentuating primary entrances to create a pedestrian-scale development.
10. A primary objective of the PAD is to provide pedestrian open space amenities and pathways throughout the master development. Shaded pedestrian rest areas will be provided throughout the site. Pedestrian walkways will connect the lots and pedestrian amenities throughout the site.
11. General sign requirements are included in the PAD narrative. A sign package will be submitted as part of the master site plan to establish consistent signage design standards for each sub-area.

PARTICIPATION:

The applicant conducted a neighborhood meeting on February 28, 2007, at Rio Vista Elementary School. Two neighboring residents attended the meeting. The residents asked questions regarding the proposed site design. A summary of the neighborhood meeting is attached (Exhibit F).

A notice of the Planning Commission hearing was published in the West Valley View on April 3, 2007. The property was posted on April 3, 2007. Letters were mailed out to 44 property owners on April 3, 2007. Staff received one letter regarding the proposal from a neighboring resident (Exhibit G).

A notice of the City Council hearing was published in the West Valley View on May 1, 2007. The property was posted on May 1, 2007. Letters were mailed out to 44 property owners on May 1, 2007.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on April 19, 2007 and voted 7-0 to recommend **APPROVAL** of this request subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated April 10, 2007.
2. Master site plans shall generally conform to the conceptual site plan presented in the PAD narrative dated April 10, 2007, except as modified by the results of the traffic studies and any other stipulations.
3. The required development standards shall be as shown in the narrative request dated April 10, 2007.
4. Final driveway locations, curb cuts, and street cross-sections shall be finalized at the time of master site plan approval, as determined by the City Engineer.
5. Prior to the issuance of a building permit, the developer shall contribute towards the cost of the design, purchase, and installation of new traffic signals warranted by this development, as determined by the City Engineer during the master site plan review and approval process. This contribution will include no more than 50% of the cost of design, purchase, and installation of a new traffic signal at the intersection of 99th Avenue and Encanto Boulevard.
6. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to

the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

7. The developer will allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat.
8. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat.
9. A traffic study shall be submitted for review as a part of each master site plan. Additional improvements, both on and off site, shall be incorporated into the site plan based on the results of the traffic studies, as determined by the City Engineer.
10. The developer shall dedicate 65' of right-of-way for 99th Avenue prior to the issuance of a building permit. The developer shall dedicate additional right-of-way for any required turn lanes to be determined per the traffic study requirements.
11. Bus pull-out bays and concrete pads for transit stops and additional necessary right-of-way will be required as part of the master site plan review and approval process.
12. All drive-thru uses shall be designed to maintain the pedestrian-friendly urban character of the PAD and development plan, as determined by the Planning Division during the review and approval process for any conditional use permits for drive-thru uses.
13. Raceway mounted wall signs shall be prohibited.
14. A Comprehensive Sign Package shall be submitted with the first master site plan, and shall apply to the entire development.
15. The master site plans shall be designed to provide sufficient buffering between the development and adjacent residential uses, as determined by the Planning Division at the time of review and approval of the master site plans.
16. All building plans will conform to the current building codes in effect at the time of development.
17. As part of the first phase of development, the developer shall relocate the existing SRP irrigation ditch along 99th Avenue per SRP requirements. This shall include, but not be limited to, the construction of the new pipe and the recording of any necessary easements.

ANALYSIS:

General Plan and Specific Plan

- The subject site is designated Mixed Use in the General Plan. The south half of the property is located within the Freeway Corridor Specific Plan and the north half of the property is located within the North Avondale Specific Plan. The uses proposed are consistent with the General and Specific Plan designation of Mixed Use.
- The PAD development standards are consistent with the goals and objectives of the General Plan, Freeway Corridor Specific Plan, and North Avondale Specific Plan.

Compatibility with Surrounding Land Uses

- The proposed Residential Village is adjacent to an existing unincorporated large lot subdivision to the west. During the master plan review process, staff will work with the developer to ensure a development pattern that will minimize any adverse impacts to the existing residents to the west.
- The proposed Commercial/Office Village is adjacent to an existing movie studio and elementary school to the west and the Gateway Pavilions shopping center to the south. The Commercial/Office Village will be designed to be compatible with the neighboring uses through the master site plan review process. The master site plan for this area will include adequate buffering to separate the commercial and office uses from the school.

Site Circulation

- The proposed development includes the extension of Encanto Boulevard from 99th Avenue through the middle of the property to the west. City staff required the extension of Encanto Blvd. to help maintain the street grid system in this area of the City. Currently, there are no collector roadways connecting to 99th Avenue between Interstate 10 and the City's northern boundary at Indian School Road.
- One of the most important improvements made to the area with the extension of Encanto Blvd. will be the added pedestrian access for school children from the residential portion of the site to the adjacent Rio Vista Elementary School to the west. Without the extension of Encanto Blvd., pedestrian and school bus traffic would be required to rely on 99th Avenue, McDowell Road, and 103rd Avenue to travel to the adjacent elementary school.
- A new traffic signal is planned at the intersection of 99th Avenue and Encanto Boulevard. Encanto Blvd. will provide the primary access to the development. Additional secondary driveways will be analyzed along 99th Avenue during the master site plan review stage based on the results of the required traffic studies.

Site Drainage

- The development will be responsible to provide onsite storage for runoff from a 100 year, 2-hour storm event. Retention will be provided on a parcel by parcel basis. The development will be responsible to collect adjacent street runoff per the City of Avondale Engineering Department requirements.

Water Rights

- The owner has agreed to extinguish all type 1 and irrigation water rights and pledge the resulting Assured Water Supply credits to the City of Avondale's account at the Arizona Department of Water Resources. Additionally, stipulations have been added to require the allocation of any SRP or any other surface water rights to the City and the abandonment of any existing wells. These are standard rezoning requirements to insure the City will have an adequate water supply in the future.

Development Standards

- All site lighting will conform to the Zoning Ordinance standards. The PAD requires specific guidelines for architectural lighting that are not addressed in the Zoning Ordinance including pedestrian scale lighting in plaza locations and decorative building mounted fixtures.
- Parking will be provided in accordance with the Zoning Ordinance standards except that upper floor residential units in the Commercial/Office Village will have 1 visitor parking space per every 4 units, rather than 1 per 10 units, as required by the Zoning Ordinance. Staff believes that this increase is beneficial to the development.

Design Guidelines

- The applicant is proposing design guidelines for the overall development to ensure high quality development. Particular emphasis is placed on creating a pedestrian friendly environment through the use of reduction of building mass and emphasizing building entries.
- The Building Uses list for the Commercial/Office Village requires that all drive-thru uses receive a conditional use permit. During the review of the conditional use permit for drive-thru uses, staff will

apply stipulations sufficient to ensure that the drive-thru uses are compatible with the general character of the development.

- The PAD identifies a building material palette including stucco finish, masonry, stone veneers, metal detailing, wood, tile, and standing seem metal roofs. A specific material palette will be approved with the Master Site Plan.
- The color palette supports a desert/mountain character throughout the development. Colors will range from desert tans, grays and beiges to soft mountain purples, golds, and red rock hues. Brighter colors will be reserved for smaller accent elements. A specific color palette will be approved with the Master Site Plan.

Sign Package

- The applicant is proposing specific signage regulations. Many of the signage regulations comply with the Zoning Ordinance. The following are deviations from the current sign code requirements:
  - Center Identification Monument Signs: The applicant is proposing that these signs be a maximum of 100 square feet. The Zoning Ordinance allows a maximum of 40 square feet for center identification monument signs. Staff believes that the increase will help the development create a greater sense of place among the developments proposed in the area.
  - Hotel Identification Monument Signs: The applicant is proposing a maximum square footage of 60 square feet and a maximum height of 8' for hotel identification monument signs. This is a slight increase from the requirements of the Zoning Ordinance, which allows free-standing, single-user buildings to have a maximum of 40 square feet and a maximum height of 6'. Staff believes that this increase is in scale with the development as a whole.

  All other signage will conform to the Zoning Ordinance regulations.

- In addition to center identification monument signs, the applicant is proposing multi-tenant identification monument signs. These signs are proposed to be in compliance with the Zoning Ordinance.

- The PAD specifies that there will be no more than 2 center identification monument signs along 99th Avenue, no more than 2 multi-tenant identification monument signs along 99th Avenue, and no more than 2 multi-tenant identification monument signs along Encanto Blvd. All of these signs will be a minimum of 330' apart.
- A stipulation has been added to prohibit raceway mounted building signs. A Comprehensive Sign Package is being required with the Master Site Plan.

FINDINGS:

The proposed rezoning meets the following findings:

- The PAD is in substantial conformance with the General Plan, Freeway Corridor Specific Plan, and the North Avondale Specific Plan.
- The proposed PAD zoning district will result in compatible land use relationships.
- The proposed PAD development standards and design guidelines will ensure quality development.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** Application Z-05-12 a request for PAD Zoning subject to the 17 stipulations recommended by staff.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the ordinance approving Application Z-05-12, a request for PAD zoning, subject to the 17 stipulations recommended by staff.

ATTACHMENTS:

Click to download

- La Entrada exhibits A-H
- ORD - 1261-507

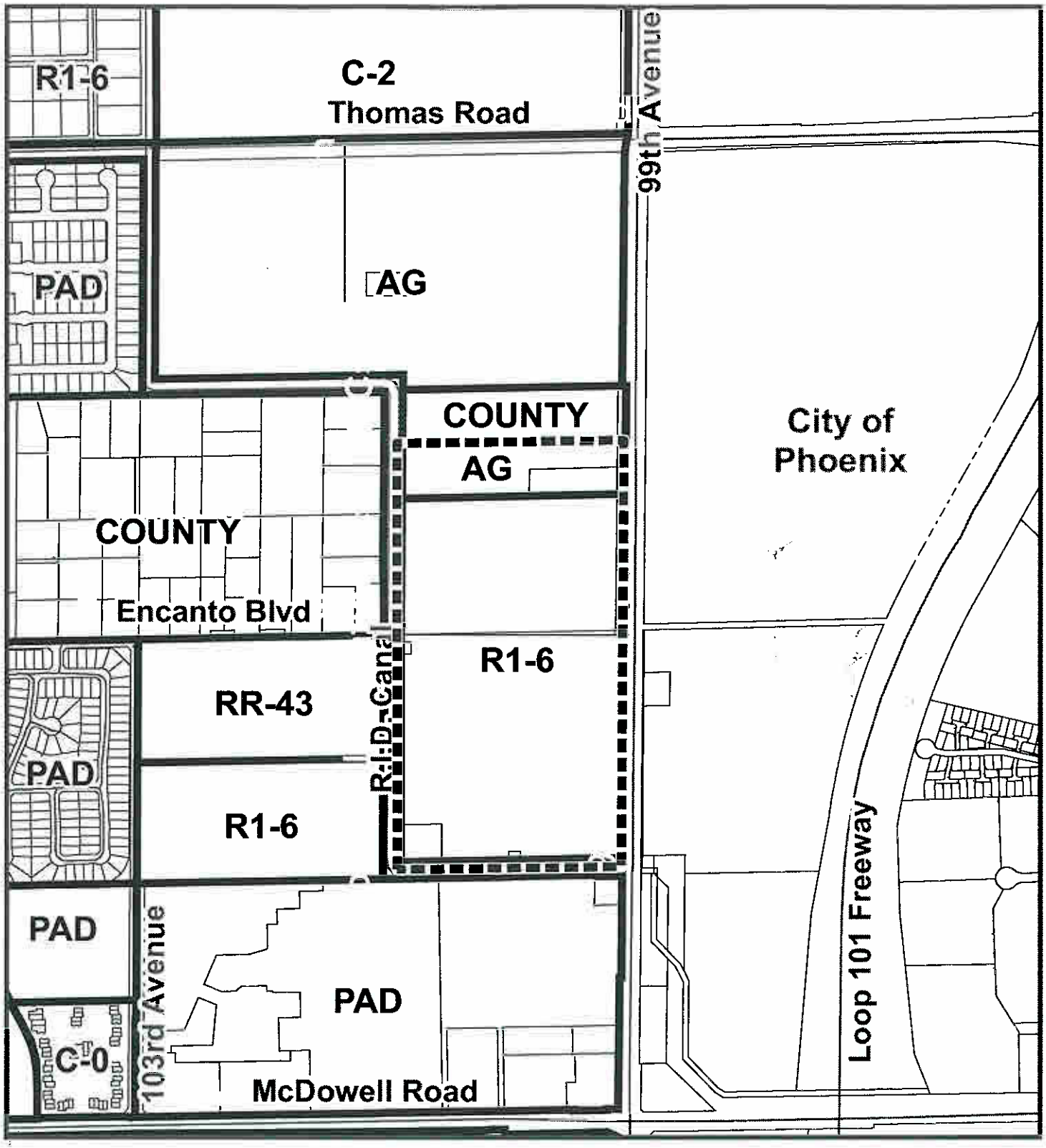
FULL SIZE COPIES (Council Only):

La Entrada Village PAD Narrative dated April 10, 2007

PROJECT MANAGER:

Scott Wilken, Senior Planner (623) 333-4016

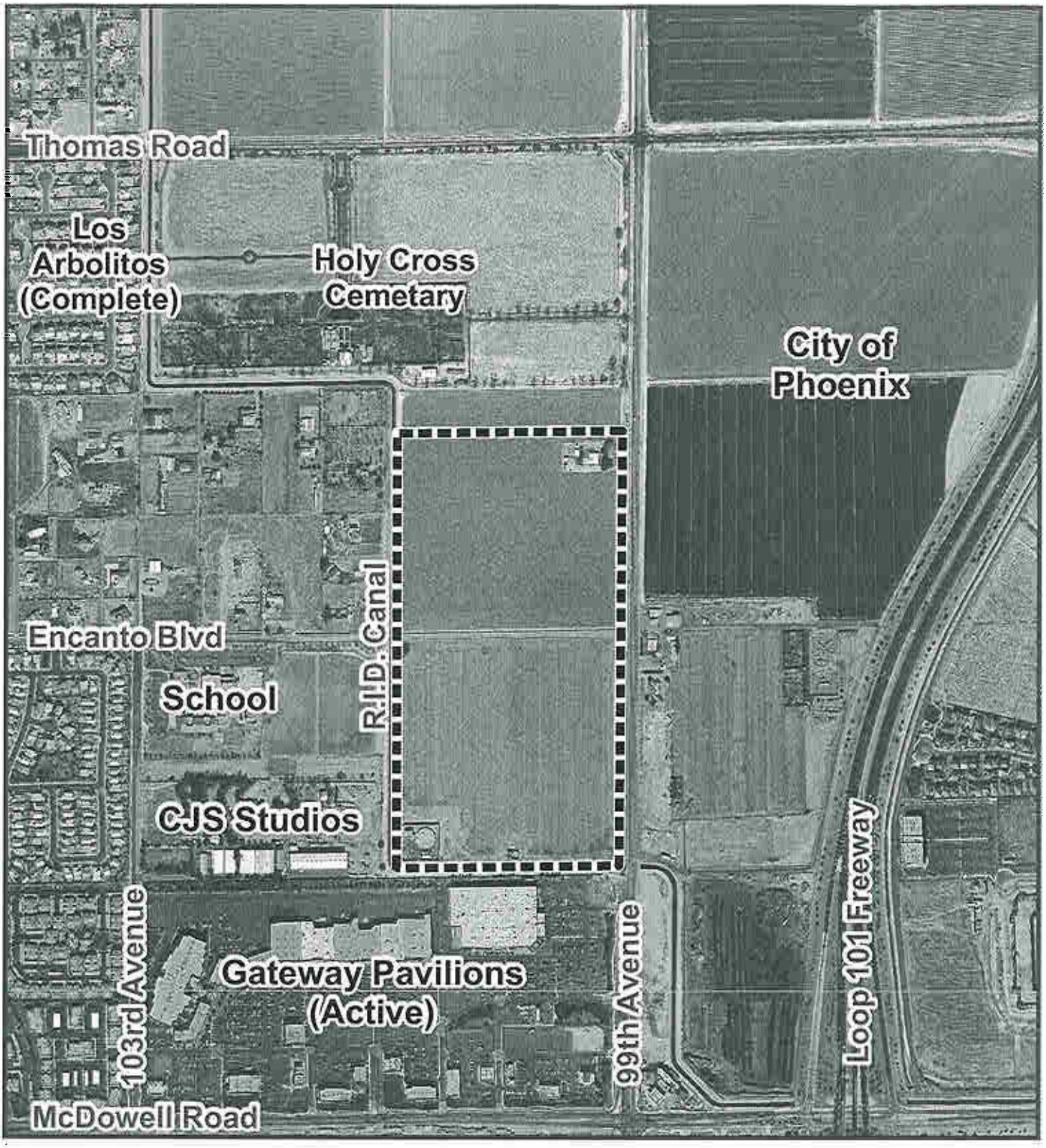
Exhibit A



Zoning Vicinity Map
Z-05-12

Subject Site

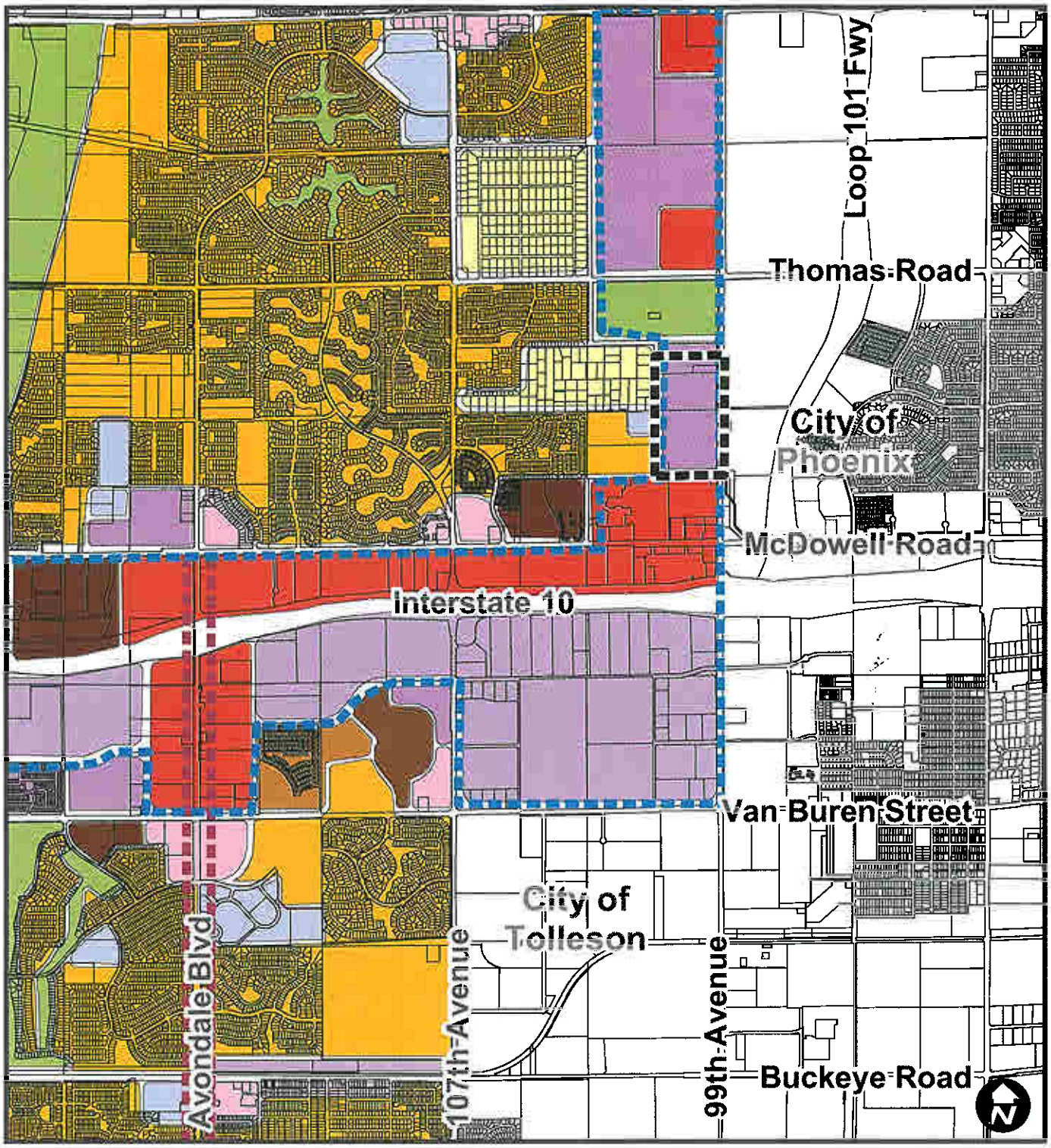
Exhibit B



Air Photo 2006
Z-05-12

Subject Site

Exhibit C



General Plan Land Use - Z-05-12

- Freeway Commercial
- Commercial
- Mixed Use
- Employment
- Multi Family Residential
- High Density Residential
- Medium High Density Residential
- Medium Density Residential
- Low Density Residential
- Open Space
- Public Facilities
- Subject Property
- Growth Area
- Commercial and Employment Corridor

Exhibit D

SUMMARY OF RELATED FACTS

APPLICATION Z-05-12

THE PROPERTY	
PARCEL SIZE	60 acres
LOCATION	West side of 99th Avenue, north and south of Encanto Blvd. alignment
PHYSICAL CHARACTERISTICS	Currently vacant
EXISTING LAND USE	Vacant
EXISTING ZONING	R1-6 and AG
ZONING HISTORY	Southern 53 acres zoned R1-6 prior to 1990; northern 7 acres zoned AG when annexed in 1999
DEVELOPMENT AGREEMENT	There is a development agreement for this property. There are no outstanding items related to this project.

SURROUNDING ZONING AND LAND USE	
NORTH	County Rural-43- vacant
EAST	City of Phoenix - vacant
SOUTH	PAD – shopping center
WEST	(North half) County Rural-43 – residential (South half) RR-43 and R1-6 – elementary school and movie studio

GENERAL PLAN
The subject property is designated as Mixed-Use on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Pendergast Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Rio Vista Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
99th Avenue	
Classification	Arterial
Existing half street ROW	32 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes
Standard half street improvements	3.5 traffic lanes, curb, gutter, sidewalk, landscaping and streetlights.

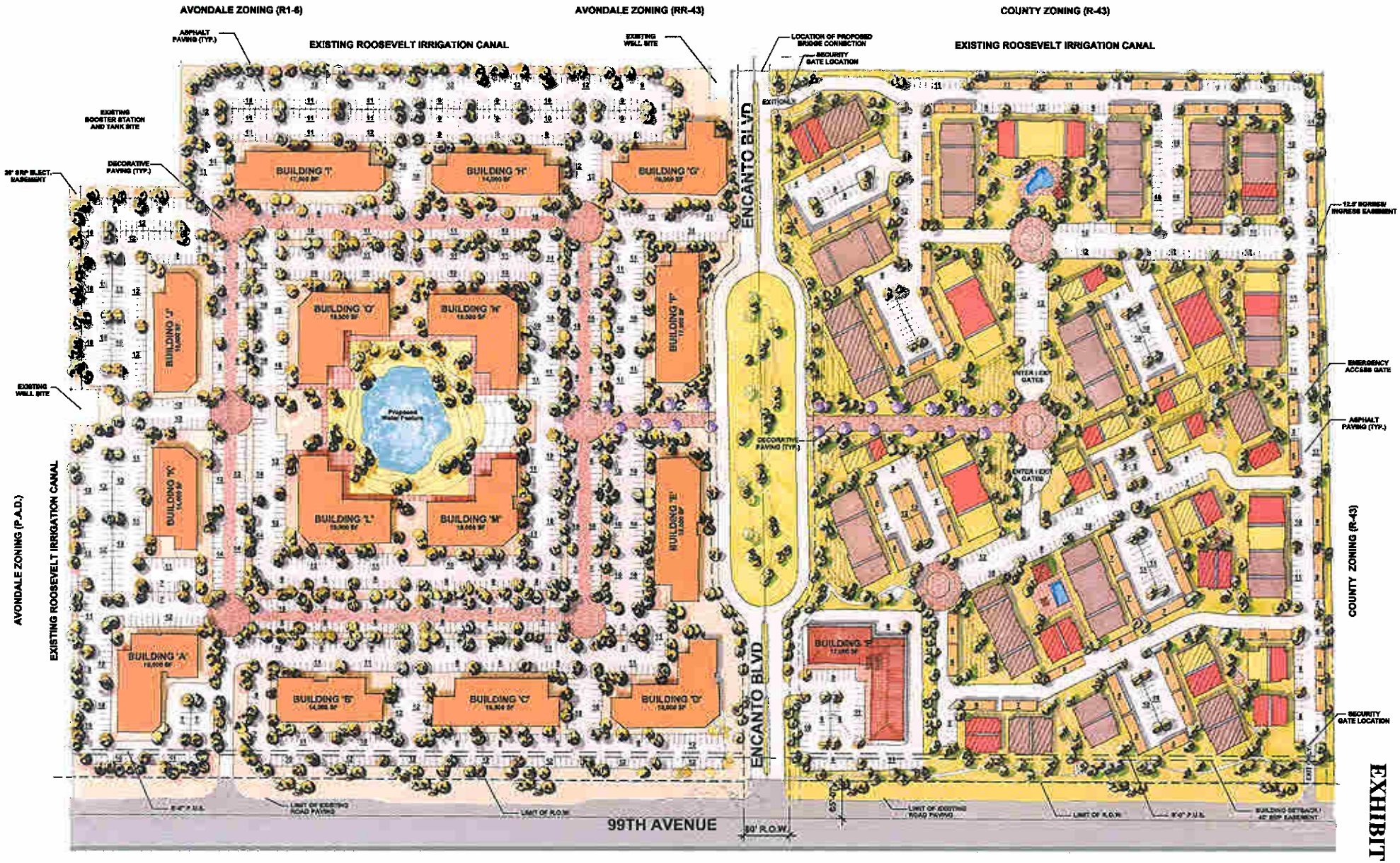


EXHIBIT E

La Entrada Village
99th Avenue & Encanto Boulevard

Conceptual Site Plan
January 30, 2007

BERKUS
DESIGN STUDIO

EXHIBIT F

La Entrada Neighborhood Meeting

Rio Vista Elementary School
10237 West Encanto Boulevard, Avondale, AZ 85323
2/28/07 6:00 p.m.

Name	Address	Phone	Email
Lisa Dubas	Avondale, AZ		
Pat DeGraff	10126 W. Encanto Blvd - Avondale	623-936-7594	patdegraff3 @aol.com
Bruce Bodner			
Howard Copper			

Snell & Wilmer
L.L.P.

DATE: 03.09.07
FROM: Shaine T. Alleman

PROJECT: Bruce Bodner Inc. – La Entrada Village (99th Ave and Encanto Blvd.)
RE: Neighborhood Meeting Summary held February 28, 2007

The following is a summary of the Neighborhood Meeting for La Entrada Village held on February 28, 2007. The meeting was held at the Rio Vista Elementary School in the library facilities, located at 10237 W. Encanto Blvd., Avondale, AZ 85323 from 600 p.m. to 730 p.m. The purpose of the meeting was to discuss the proposed rezoning application that has been submitted to the City of Avondale.

The following were in attendance:
Shaine Alleman, Snell & Wilmer L.L.P., Presenter
John Rosenfeld, Berkus Design Studio,
Chuck Mackie, Berkus Design Studio
Moses Eason, Snell & Wilmer L.L.P.
Bruce Bodner, Bruce A. Bodner Co., Inc.
Howard Copfer, Bruce A. Bodner Co., Inc.
Dr. Ron Richards, Pendergast Elementary School District
Lisa Dubas, Avondale Citizen
Pat DeGraff, Avondale Citizen
No city staff was present

Presentation boards exhibiting the conceptual site plan and conceptual building elevations were placed around the room and were used in the presentation and dialogue of the proposed project.

Shaine Alleman (SA) of Snell & Wilmer welcomed participants and gave a description of the proposed project and the process that has occurred over the past year with the City of Avondale staff. John Rosenfeld (JR) of Berkus Design Studio then gave a description of the building elevation exhibits and described some of the design standards of the development. The attendees were then invited to express any questions or comments they had regarding the proposal. The following is a summary of the dialogue that occurred.

Pat DeGraff (PD): Voiced concern about Encanto Blvd. being a through street to her neighborhood to the west. She felt that it invites crime, "dangerous situations", and increased traffic.

SA: Discussed that our original proposals to the City had Encanto Blvd. with a dead-end at the west property line. Through the review process, City staff has expressed their desire for Encanto to be a through street that would continue through the property. They do not want to see Encanto as a dead-end street.

PD: Can the walls around the development be taller than 6 feet? Expressed concern about people jumping over the wall from the property. There is more crime coming to the area and a 6 foot wall will not be tall enough to keep people from jumping it.

JR: We don't want to leave the neighborhood to the west looking at a large wall. If somebody were to jump over our wall, they would still have to cross the canal and a large right-of-way of land before getting to your home, but we can explore the possibility of a taller wall.

PD: Asked about the height of the residential buildings and was concerned about the privacy of the neighborhood and people being able to look into the neighborhood to the west.

SA & JR: Discuss that building would be a mixture of 1 to 3 stories. The buildings are currently laid out on the conceptual plan so that there is sensitivity to sight lines into the neighborhood. The neighborhood to the west is also far enough away that there will not be an invasion of privacy and sufficient landscape buffering will also mitigate this concern.

Lisa Dubas (LD): Express concerned about the building colors on the residential buildings and "square style" of the windows on the office buildings as expressed in the elevation exhibits.

SA & JR: Building colors are merely conceptual at this point. They are meant to show depth and variety in the exhibits. Building color schemes will be developed in the site planning phase. Building forms and architectural details will also be finalized during in subsequent phases and will adhere to the approved standards of development. to consideration.

LD: Where will the dumpsters be located? I don't see them on the plan and I am concerned about odor.

SA: These are details that will be finalized during the site planning phase.

LD: For landscape buffering I suggest Afghan Pines. They are much fuller trees and look better than Mesquite.

SA: We will note that.

PD: If Encanto Blvd. must go through, can we get a speed bump in our neighborhood to slow traffic?

SA: When we were told by the City that Encanto had to go through the development, we proposed an enlarged median that would serve as a round-about for the road and would serve as a traffic calming mechanism for the neighborhood. Speed bumps would not be feasible in our development. Traffic speeding concerns are issues that need to be addressed by the City.

PD: Expressed concerned about the people in the commercial buildings being able to see into their yards and houses.

JR: Commercial office buildings were conceptually placed on the west side of the property to keep the direct views away from the neighborhood and closer to the school. We also have landscaping in place to ease this issue.

PD: Can the site be turned around so that the commercial faces the residential area and the tall residential faces 99th avenue?

SA & JR: In our site planning, it made more sense to set a transition from the existing commercial to the south at 99th avenue to the less busy residential near the neighborhood. The City has mentioned that 99th avenue is an important corridor for the City.

HL: Are these all condos or are some rental apartments as well? I worry about property values. How much will the condos sell for?

SA: The language in rezoning proposal is to allow for multi-family dwellings such as townhouses, condominiums, and other cluster-type of housing. It is not possible to accurately speak about future sales prices as we cannot predict what the future housing market will be at the time of development.

Exhibit G

March 10, 2007

City of Avondale
Planning Division
11465 N. Civic Center Dr. Suite 110
Avondale, AZ 85323

Re: La Entrada Village Rezoning

Dear City of Avondale:

As property owners who will be drastically affected by the above referenced project, we would like to request that the following items, which are major concerns, be addressed before any final decision is made concerning the proposed project. It is unfortunate that no representative from the City of Avondale was present at the neighborhood meeting held on February 29, 2007 to discuss this proposed rezoning project and to respond to these questions.

1. According to Snell & Wilmer's representative and against their recommendation, the City of Avondale has demanded that the project must include Encanto Boulevard becoming a feeder street that will be accessible from 99th Avenue west to 107th Avenue. What is the reasoning and purpose for destroying a developed residential neighborhood and who will actually benefit?

2. What are the plans for the small section of Encanto Boulevard from 101st Avenue to 103rd Avenue as all of this property isn't entirely within the Avondale city limits? The north side of Encanto Boulevard, which is where the dirt and gravel area and open ditch are located, is part of the property that we own and was never intended to be used for or designed to handle heavy daily traffic. We ride our horses along it and bother no one.

3. Traffic along this same small stretch of Encanto Boulevard is already a tremendous safety hazard. We have semi-trailers, delivery and garbage trucks barreling down the road and cars using it for drag racing, which occurs at all hours of the day or night. As has been reported crime in this area has increased. We have had two incidents where a car has stopped in the middle of the road and unloaded a gun into the air and a very dangerous and frightening road rage shooting witnessed by many between two vehicles on Thanksgiving morning that spilled onto the RID canal road. What is proposed to protect this entire project and the neighborhood from further safety issues?

4. What happens when 99th Avenue or McDowell Road is backed up with traffic and/or an accident? This quiet residential area will become just another street to be used as a short cut that is both dangerous and congested.

5. As our ingress and egress onto Encanto Boulevard is via a private bridge and since we have livestock and trailers that we haul, trying to merge these onto a busy thoroughfare would be very dangerous for everyone. It's an accident waiting to happen.

6. How will this project affect the children in this neighborhood and the surrounding subdivisions who walk to and from Rio Vista Elementary School, which is on the corner of Encanto Boulevard

and 103rd Avenue? As they are already experiencing issues with vehicle traffic it should be a major concern for the City of Avondale to consider as the safety and welfare of these children is paramount to anything else.

7. What about a speed limit on Encanto Boulevard and who will enforce it? Speed bumps should have already been installed along Encanto Boulevard when Rio Vista Elementary School was built. They have been proven to slow down traffic and even deter cars that have no reason to be in the area from using the street.

8. What will be done with the open ditch that is located on the north side of the middle of the project that runs from 99th Avenue over the Roosevelt Irrigation District canal that is used to supply the aquifer in Crystal Gardens? This open ditch continues along the south side of our property and is an easement that we have granted to SRP.

9. Who will be responsible and held liable for any damages to us or our property if a vehicle crashes through our fence or uses our bridge and gets injured? What if they land in the ditch? As we have had people trespass and park on our private bridge, blocking us from our driveway and even parking along Encanto Boulevard, which clearly has no parking signs posted, it is a concern that any additional traffic created by opening up Encanto Boulevard to 99th Avenue, whether by pedestrians or vehicles, will put us and our animals in danger and pose a substantial risk that we certainly don't want or need.

10. Are all the proposed one to three story condos, office buildings and retail shops going to be developed and maintained as upscale? We don't need anymore abandoned, graffiti marked buildings in Avondale, especially if this is to be Avondale's corridor to I-10.

11. Will the condos be built and sold for purchase only and not as rental properties?

12. If the conception of this project is to build office buildings and retail shops that will employ the people who purchase and live in the condos, what kind of businesses and retail shops will be occupying the properties?

13. How will this project affect the surrounding residential horse property values? Properties on the north side of Encanto Boulevard are on a county island and are zoned and have been developed, except for the Jehovah Witness Church, with custom built homes on at least an acre with horses and other livestock allowed.

14. Will delivery vehicles be limited to only daytime hours in the proposed retail and office part of the project?

15. What will the city require for a perimeter fence, landscaping, parking and lighting for the entire project and who will be responsible for maintaining same?

16. Who will oversee the project to make certain that the dust is controlled while it is being developed?

17. What do you propose for trash service? Trash dumpsters can become an eyesore and if not serviced on a regular basis, turn into a health hazard as well. We like our rural neighborhood and would like it to be free of rotting trash odors, flies or rodent problems.

As Avondale has envisioned and requested that this property be developed to reflect a major thoroughfare to I-10, we request that this project be reflective of and enhance the surrounding rural and subdivision areas that are already developed as well as the business sector.

We understand that progress, which includes a project of this size and magnitude, is inevitable but unless those decision makers, which include the city planners, zoning board members, councilmen, architects, attorneys and developers actually reside in the immediate area and are personally affected by that progress, it cannot be fully understood what effect such a drastic lifestyle change can have and what it can do to those of us existing property owners who call this home.

We have already had to endure what has happened to the south of us with the huge development of all the commercial, residential and school buildings bringing disruptive noise, traffic and crime. You are asking us once again to loose why we chose to move to Avondale which was to enjoy a rural lifestyle that provided our family safety, a beautiful view of the stars in the sky, an unobstructed view of the surrounding mountains, the smell of clean fresh air, privacy, open areas to ride our horse, hearing nothing and with very little neighborhood traffic. In essence, a very safe, healthful and family friendly atmosphere. We hope that it will not be replaced with heavy traffic, bright lights glaring onto our private property, stucco walls without colorful landscaping, tile roofs, exhaust fumes, rancid smells, loud noises at all hours and people watching our every move from windows two or three stories high. Plainly put, if we had wanted to live in a fishbowl and be on display, we would have built a house of glass.

We would appreciate the City of Avondale considering all of these concerns when the parties involved sit down to discuss this project at your next meeting. Please base your decisions on what will be a reasonable and fitting solution for all parties affected and concerned when you complete the planning and design for this project and the surrounding residential neighborhood.

If Encanto Boulevard is extended over the RID canal from 99th Avenue no one benefits, least of all the City of Avondale. We ask that you please take into consideration having Encanto Boulevard as a cul de sac within this proposed project and incorporate instead a pedestrian friendly foot bridge for access to both our neighborhood and this project. This will allow for the safety and welfare of everyone who resides, works or shops at this project. We feel that this is a fair and reasonable compromise that would benefit all parties that are involved with the building of this project and those of us who are going to be affected by this project on a daily basis.

Thank you for your time and consideration. Please contact us at your earliest convenience at the address below with your response to this letter.

Respectfully,

Charles F. & Patricia J. DeGraff
10126 W. Encanto Blvd.
Avondale, AZ 85323-4700

Cc: Avondale Mayor Lopez ✓
Avondale City Council

Draft

EXHIBIT H

Excerpt of the Draft Minutes of the regular Planning Commission meeting held April 19, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Alan Lageschulte, Chairperson
Edward Meringer, Vice Chairperson
Linda Webster, Commissioner
Kevin Grimsley, Commissioner
David Iwanski, Commissioner
Michael Alcorn, Commissioner
Lisa Copeland, Commissioner (arrived at 7:09pm)

CITY STAFF PRESENT

Mr. Brian Berndt, Development Services Director
Mr. Scott Wilken, Senior Planner
Ms. Megan Neal, Planner II
Mr. Ken Galica, Planner II
Mr. Dean Svoboda, Long Range Planning Director

APPLICATION Z-05-12

APPLICANT Dustin Jones, Tiffany & Bosco P.A.
Third Floor Camelback Esplanade II
2525 East Camelback Road, Phoenix, AZ 85016

REQUEST This is a request to rezone 60 acres from R1-6 (Single-Family Residential) to PAD (Planned Area Development District). The property is located west of 99th Avenue, north and south of the Encanto Boulevard alignment. Staff Contact: Scott Wilken (623) 333-4016.

Mr. Wilken presented the staff report for Z-05-12 to the Planning Commission. He stated this is a request to rezone 60 acres from R1-6 (Single-Family Residential) to PAD (Planned Area Development District). Mr. Wilken stated the property is located west of 99th Avenue, north and south of the Encanto Boulevard alignment. Staff recommends that the Planning Commission recommend approval of this application.

Commissioner Alcorn asked who owns the property across from Holy Cross. Mr. Wilken said that he was unaware of who owns that strip, but does know that the applicant tried to buy the property and incorporate it into PAD and was

unsuccessful. Commissioner Alcorn expressed his concern stating this strip may be a problem for the City in the future.

Commissioner Alcorn stated better monitoring of the traffic lights is needed especially at the intersection of 107th Avenue and Thomas Road. Mr. Wilken stated he would work with Traffic regarding this concern.

Commissioner Iwanski stated there was no city staff at the neighborhood meeting by the applicant. He encouraged staff to be present at these meetings. Mr. Wilken explained staff's practice is not to attend the meeting in order to provide the developer an opportunity to present their case to the neighbors. Staff requires a meeting summary submitted after the meeting. Commissioner Iwanski thanked Mr. Wilken for the explanation of the standard practice and stated that he was unaware that the staff's standard practice was to not attend the neighborhood meetings, and that he would like to withdraw his comment.

Chairperson Lageschulte asked if apartments are included in this proposal. Mr. Wilken suggested the applicant address this question.

Commissioner Copeland asked if the applicant could propose a condominium and then at a later date convert to apartments. Mr. Wilken stated that is correct, that the PAD does not prohibit apartments but that the developer's intent is to do owner-occupied units.

Mr. Dustin Jones, Tiffany & Bosco P.A., made a brief presentation. Mr. Jones provided some background information to the Commission. Mr. Jones introduced Mr. Barry Berkus, Berkus Design Studio. Mr. Berkus provided displays of his company's projects, which are located throughout the country.

Commissioner Meringer asked if a hotel is proposed for the property. Mr. Berkus stated any proposed hotel would be constructed along 99th Avenue.

Commissioner Copeland questioned the approximate price of the condominiums. Mr. Berkus stated the pricing would be equal to the wages of those employed in the office buildings. He added it is not Section 8, meaning there is no government funding for construction of the condominiums.

Chairperson Lageschulte confirmed that no apartments are planned. Mr. Jones explained that a condominium plat will be submitted with these condominiums being for sale.

Commissioner Iwanski felt there were not many active onsite recreation sites. Mr. Berkus described the location of the pool, ramadas, walking trails, and biking trails.

Commissioner Grimsley asked if there are any playground areas. Mr. Berkus referred to the map and indicated to the Commission where the playground area would be located. Mr. Wilken explained that at the time of Master Site Plan approval, all playground areas would be identified.

Commissioner Alcorn suggested deed restrictions, which would eliminate the possibility of buyers renting the units.

Commissioner Webster expressed her concern with the possibility of overloading the nearby schools. Mr. Wilken explained the school district has been made aware of the request and they had no concerns.

Commissioner Grimsley was also concerned about the district being able to accommodate the potential of more children in their classes due to this development being constructed.

Mr. Berkus stated that 28% of the units are one bedroom, 55% are two bedrooms with a split floor plan, with only 17% being three bedrooms. Mr. Jones stated the school superintendent not only attended the neighborhood meeting but also submitted a letter in support.

Commissioner Copeland asked if anyone from the City staff had addressed Mr. and Mrs. DeGraff's letter. Mr. Wilken stated that he believed that someone from the City Manager's office had communicated with the DeGraffs, but he did not know that for sure. He stated that the Planning Division staff had received a copy of the letter but had not responded to the DeGraffs.

Commissioner Webster stated she would also prefer not to see Encanto Boulevard as a through street. Mr. Wilken stated that was recommended by the city traffic engineers based on the traffic analysis for the project and on the City's Transportation Plan.

Chairperson Lageschulte opened the public hearing.

No one wished to address the Commission.

Commissioner Copeland verified that the DeGraffs did not wish to address the Commission further.

Chairperson Lageschulte closed the public hearing.

Commissioner Grimsley **MADE a MOTION** to recommend approval of Z-05-12 subject to the stipulations noted in the staff report: 1) Development shall be in substantial conformance with the development plan and narrative dated April 10, 2007. 2) Master site plans shall generally conform to the conceptual site plan

presented in the PAD narrative dated April 10, 2007, except as modified by the results of the traffic studies and any other stipulations. 3) The required development standards shall be as shown in the narrative request dated April 10, 2007. 4) Final driveway locations, curb cuts, and street cross-sections shall be finalized at the time of master site plan approval, as determined by the City Engineer. 5) Prior to the issuance of a building permit, the developer shall contribute towards the cost of the design, purchase, and installation of new traffic signals warranted by this development, as determined by the City Engineer during the master site plan review and approval process. This contribution will include no more than 50% of the cost of design, purchase, and installation of a new traffic signal at the intersection of 99th Avenue and Encanto Boulevard. 6) To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat. 7) The developer will allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat. 8) The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat. 9) A traffic study shall be submitted for review as a part of each master site plan. Additional improvements, both on and off site, shall be incorporated into the site plan based on the results of the traffic studies, as determined by the City Engineer. 10) The developer shall dedicate 65' of right-of-way for 99th Avenue prior to the issuance of a building permit. The developer shall dedicate additional right-of-way for any required turn lanes to be determined per the traffic study requirements. 11) Bus pull-out bay and concrete pad for transit stops and additional necessary right-of-way will be required as part of the master site plan review and approval process. 12) All drive-thru uses shall be designed to maintain the pedestrian-friendly urban character of the PAD and the development plan, as determined by the Planning Division during the review and approval process for any conditional use permits for drive-thru uses. 13) Raceway mounted wall signs shall be prohibited. 14) A Comprehensive Sign Package shall be submitted with the first master site plan, and shall apply to the entire development. 15) The master site plans shall be designed to provide sufficient buffering between the development and adjacent residential uses, as determined by the Planning Division at the time of review and approval of the master site plans. 16) All building plans will conform to the current building codes in effect at the time of development. 17) As part of the first phase of development, the developer shall relocate the existing SRP irrigation ditch along 99th Avenue per SRP requirements. This shall include, but not be limited to, the construction of the new pipe and the recording of any necessary easements.

Commissioner Webster **SECONDED the MOTION.**

Chairperson Lageschulte providing some closing comments and stated he is not in favor of apartments and added that he is concerned with overcrowding in the schools.

Commissioner Meringer hoped that amenities, which would attract buyers, will be provided in this development.

Chairperson Lageschulte called for a roll call vote and the motion PASSED by a vote of 7 to 0.

ORDINANCE NO. 1261-507

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 60 ACRES LOCATED WEST OF 99TH AVENUE NORTH AND SOUTH OF THE ENCANTO BOULEVARD ALIGNMENT AS SHOWN IN FILENAME Z-05-12, REZONING SUCH PROPERTY FROM SINGLE-FAMILY RESIDENTIAL (R1-6) AND AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

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 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, April 19, 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 May 21, 2007.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That ± 60 acres of real property generally located west of 99th Avenue north and south of the Encanto Boulevard alignment as shown in filename Z-05-12 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Single-Family Residential (R1-6) and Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative dated April 10, 2007.

2. Master site plans shall generally conform to the conceptual site plan presented in the PAD narrative dated April 10, 2007, except as modified by the results of the traffic studies and any other stipulations.

3. The required development standards shall be as shown in the narrative request dated April 10, 2007.

4. Final driveway locations, curb cuts, and street cross-sections shall be finalized at the time of master site plan approval, as determined by the City Engineer.

5. Prior to the issuance of a building permit, the developer shall contribute towards the cost of the design, purchase, and installation of new traffic signals warranted by this development, as determined by the City Engineer during the master site plan review and approval process. This contribution will include no more than 50% of the cost of design, purchase, and installation of a new traffic signal at the intersection of 99th Avenue and Encanto Boulevard.

6. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

7. The developer will allocate any SRP surface water rights or any other surface water rights to the City prior to recordation of the final plat.

8. The developer will abandon any existing registered or unregistered wells using ADWR's well abandonment rules prior to recordation of the final plat.

9. A traffic study shall be submitted for review as a part of each master site plan. Additional improvements, both on and off site, shall be incorporated into the site plan based on the results of the traffic studies, as determined by the City Engineer.

10. The developer shall dedicate 65' of right-of-way for 99th Avenue prior to the issuance of a building permit. The developer shall dedicate additional right-of-way for any required turn lanes to be determined per the traffic study requirements. The developer shall construct all roadway improvements to 99th Avenue and other streets as required by the City Engineer and the City Subdivision Ordinance.

11. Bus pull-out bay and concrete pad for transit stops and additional necessary right-of-way will be required as part of the master site plan review and approval process.

12. All drive-thru uses shall be designed to maintain the pedestrian-friendly urban character of the PAD and development plan, as determined by the Planning

Division during the review and approval process for any conditional use permits for drive-thru uses.

13. Raceway mounted wall signs shall be prohibited.

14. A Comprehensive Sign Package shall be submitted with the first master site plan, and shall apply to the entire development.

15. The master site plans shall be designed to provide sufficient buffering between the development and adjacent residential uses, as determined by the Planning Division at the time of review and approval of the master site plans.

16. All building plans will conform to the current building codes in effect at the time of development.

17. As part of the first phase of development, the developer shall relocate the existing SRP irrigation ditch along 99th Avenue per SRP requirements. This shall include, but not be limited to, the construction of the new pipe and the recording of any necessary easements.

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, May 21, 2007.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

735380.1

EXHIBIT A
TO
ORDINANCE NO. 1261-507

[Legal Description and Map]

See following pages.

LA ENTRADA – PROPERTY LEGAL DESCRIPTION

Most northern portion of the site consisting of Assessor Parcel #'s: 102-31-011A, 102-31-012, 102-31-013A, 102-31-014A, 102-31-015, 102-31-016A

Parcel No.1:
The South 147.38 feet of the East 566.06 feet of the South 294.77 feet of the following described property:
The Southeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Except the south 730.45 feet thereof.

Parcel No. 2:
The South 294.77 feet, excepting therefrom the South 147.38 feet of the East 566.06 feet of the following described property:
The Southeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Except the West 90 West; and
Except the South 730.45 feet therefrom.

Northern portion of the site consisting of Assessor Parcel #'s: 102-31-001B, 102-31-001D, 102-31-001E

Parcel No.1:
The South 730.45 feet of the Southeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Except the West 90 feet and
Except the East 80 feet thereof.

Parcel No. 2:
The West 25 feet of the East 80 feet of the South 730.45 feet of the Southeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 3:
The West 22 feet of the East 55 feet of the South 730.45 feet of the Southeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Southern portion of the site south of Encanto Blvd. consisting of Assessor Parcel #'s:
102-32-003B, 102-32-003E

The Northeast quarter of the Southeast quarter of Section 32, Township 2 north, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Except the West 90 feet; and
Except the South 90 feet; and also
Except the following portion of Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as:
Beginning 90 feet East and 40 feet South of the Northwest corner of said Northeast quarter of the Southeast quarter;
Thence East 50 feet;
Thence South 65 feet;
Thence West 50 feet;
Thence North 65 feet to the place of beginning; and also

Except the following described property:
That part of the Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian further described as follows:
Commencing at the Southeast corner of said Section 32, said point also being the intersection of 99th Avenue and Mc Dowell Road;
Thence, North 00 degrees 55 minutes 21 seconds West along the East line of said Section 32, also being the monument line of 99th Avenue, a distance of 1321.22 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 32;
Thence, continuing North 0 degrees 55 minutes 21 seconds West along said East Section line a distance of 90.00 feet to the North right-of-way line of the RID canal;
Thence, South 87 degrees 34 minutes 17 seconds West, departing said East Section line, along the North right-of-way line of the RID canal and parallel to and 90.00 feet North of the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 585.00 feet to the point of beginning;
Thence, continuing South 87 degrees 34 minutes 17 seconds West along the said North right-of-way line, a distance of 60.00 feet;
Thence, departing the said North right-of-way line, North 00 degrees 55 minutes 21 seconds West, parallel with the East line of said Section 32, a distance of 45.00 feet;
Thence, North 87 degrees 34 minutes 17 seconds East, parallel with the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 60.00 feet;

Thence, South 00 degrees 55 minutes 21 seconds East, parallel with the East line of said Section 32, a distance of 45.00 feet to the Point of beginning; and also

Except the following described property:

That part of the Northeast quarter of the Southeast quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian further described as follows:

Commencing at the Southeast corner of said Section 32, said point also being the intersection of 99th Avenue and McDowell Road;

Thence, North 00 degrees 55 minutes 21 seconds West along the East line of said Section 32, also being the monument line of 99thAvenue, a distance of 1321.22 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, continuing North 00 degrees 55 minutes 21 seconds West along said East Section line a distance of 90.00 feet to the North right-of-way line of the RID canal;

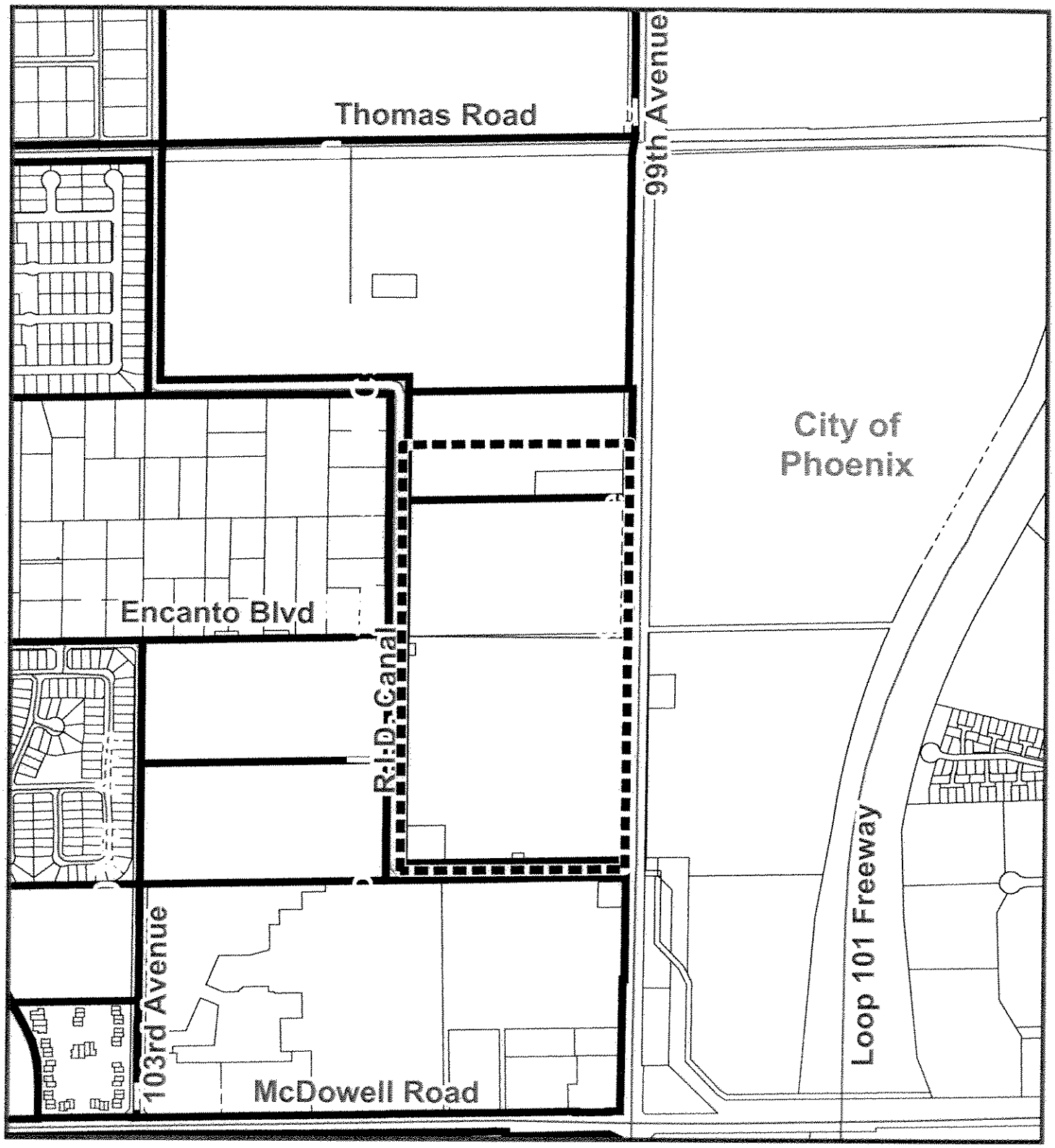
Thence, South 87 degrees 34 minutes 17 seconds West, departing said East Section line, along the North right-of-way line of the RID canal and parallel to and 90.00 feet North of the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 1008.85 feet to the POINT OF BEGINNING;

Thence, continuing South 87 degrees 34 minutes 17 seconds West along said North right-of-way line, a distance of 220.00 feet to a North and East corner in the RID canal right-of-way said point being 90.00 feet East of the West line of the Northeast quarter of the Southeast quarter of said Section 32;

Thence, North 00 degrees 59 minutes 31 seconds West along the East right-of-way line of the RID canal and parallel to and 90.00 feet East of the West line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 200.00 feet;

Thence, North 87 degrees 34 minutes 17 seconds East, parallel with the South line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 220.00 feet;

Thence, South 00 degrees 59 minutes 31 seconds East, parallel with the West line of the Northeast quarter of the Southeast quarter of said Section 32, a distance of 200.00 feet to the point of beginning.



Appllication Z-05-12

Subject Site

CITY COUNCIL REPORT

SUBJECT:
Executive Session

MEETING DATE:
May 21, 2007

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session Pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's attorney in order to consider its position and instruct the City's attorney regarding the Council's position regarding negotiations for (i) acquisition of the Rigby Water Company, (ii) a lease agreement with Estrella Mountain Community College and (iii) a possible development agreement for a project near 107th/McDowell.

ATTACHMENTS:

Click to download

No Attachments Available