CITY COUNCIL AGENDA

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

REGULAR MEETING
August 6, 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 SCHEDULED PUBLIC APPEARANCES

a. **AYSO DONATION - PARKS & RECREATION**

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. Regular meeting of July 16, 2007
b. Work Session of July 16, 2007

b. **LIQUOR LICENSE - BUFFALO WINGS & RINGS**
Staff is requesting that the City Council consider a request by Tracie F. Seib for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Buffalo Wings & Rings, 2935 North Dysart Road. The Council will take appropriate action.

c. **LIQUOR LICENSE - FRESH & EASY NEIGHBORHOOD MARKET - AVONDALE BOULEVARD AND VAN BUREN**
Staff is requesting that the City Council consider a request for a Series 10 Beer & Wine Off Sale liquor license from Randy Nations for Fresh & Easy Neighborhood Markets Inc. for a location at the southwest corner of Van Buren and Avondale Boulevard . The Council will take appropriate action.

d. **FINAL PLAT FOR AVONDALE COMMERCE CENTER (FP-06-12)**
The Council will consider a request for Final Plat for Avondale Commerce Center (FP-06-12), 82.55 acres located at the northwest corner of Van Buren Street and El Mirage Road. The Council will take appropriate action.

e. **CONTRACT AWARD - FOOD AND SUPPLIES FOR THE SENIOR MEAL PROGRAM**
Staff is requesting that the City Council award a multi-services contract to US Foodservice and Minigrip to provide food products and goods for the Avondale Senior Meal Program, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **PROFESSIONAL SERVICE AGREEMENT - KIMLEY-HORN & ASSOCIATES, INC - CDBG**

STREET AND SIDEWALK IMPROVEMENTS

Staff is requesting that the City Council approve a professional service agreement with Kimley-Horn & Associates, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of $291,043 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **PROFESSIONAL SERVICES AGREEMENT - AMEC - ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION REPORT - PARCEL 102-57-006C**

Staff is requesting that the City Council approve a professional services agreement with AMEC Earth & Environmental, Inc. (AMEC) to prepare an environmental site assessment and remediation report for a portion of land to be purchased on parcel 102-57-006C, in the amount of $46,835.85; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **TERMINATE CURRENT STREETLIGHT CONTRACTS AND APPROVE TWO NEW STREETLIGHT CONTRACTS BETWEEN ARIZONA PUBLIC SERVICE COMPANY AND THE CITY OF AVONDALE**

Staff is requesting that the City Council terminate the Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48220, the Contract Under the Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48224, the Operation, Maintenance, and Facilities Agreement - APS Contract No. 48222, the Streetlight Energy Agreement - APS Contract No. 48221, and the Master License Agreement for Streetlight Facilities Attachments to APS' Poles - APS Contract No. 48223, approve the new Streetlight Energy Agreement and Streetlight Pole Use License Agreement, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 2666-807 INTERGOVERNMENTAL AGREEMENT – LITTLETON SCHOOL DISTRICT NO. 65 – SCHOOL RESOURCE DETECTIVE PROGRAM – COLLIER ELEMENTARY SCHOOL**

The City Council will consider a resolution approving an intergovernmental agreement with the Littleton School District No. 65 to share the cost of providing School Resource Detectives during the school year at an annual cost to the City of $49,207. The Council will take appropriate action.

j. **RESOLUTION 2667-807 - CHANGE ORDER - INTERGOVERNMENTAL AGREEMENT - CITY OF PHOENIX FOR FY2007/2008 TRANSIT SERVICES**

The Council will consider a resolution approving a change order to the intergovernmental agreement with the City of Phoenix for FY2007/2008 Transit Services at an estimated annual cost of $517,410. The Council will take appropriate action.

k. **RESOLUTION 2668-807 TRANSIT SERVICE AGREEMENT AMENDMENT - VALLEY METRO/RPTA FOR 2006 AND 2007 TRANSIT FUNDS**

Staff is requesting that the City Council adopt a resolution authorizing an amendment to the intergovernmental agreement with the Regional Pbulic Transportation Authority. The Council will take appropriate action.

l. **ORDINANCE 1264-807 - DEL RIO RANCH 2 ANNEXATION**

The Council will consider an ordinance authorizing the annexation of 36.35 acres of land generally located west of El Mirage Road between Buckeye and Lower Buckeye Roads. The Council will take appropriate action.

5 **PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH SILICON VALLEY ADVISORS, LLC FOR THE COMPLETION OF A REVITALIZATION PLAN FOR THE OLD TOWN AVONDALE AREA.**

Staff is requesting that the City Council approve a professional services contract with Silicon Valley Advisors, LLC to prepare a Revitalization Plan for the Old Town Avondale area in the amount of $100,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to (i) A.R.S. § 38-431.03(A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the City's position regarding a contract that may be the subject of negotiation for emergency services and (ii) ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase and sale of real property.

7 ADJOURNMENT

Respectfully submitted,

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:
AYSO DONATION - PARKS & RECREATION

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff has received a request from Serena Denning, Regional Commissioner, AYSO #225 to address the Council regarding making a donation to the Parks Department.

ATTACHMENTS:

Click to download

- AYSO Letter

July 31, 2007

Attn: City Clerks Office
Fax: 623-333-0120
RE: August 6th City Council Meeting

Please schedule AYSO Region 225 on the city council agenda for the August 6th council meeting. We will be making a donation to the parks department and only need a coupe of minutes. If you could place us on the agenda as early as possible, that would be great! We have a registration that evening scheduled 5PM-8PM, so the closest to 7PM would be the best for us. We could leave and then return to our registration to finish up.

Please let me know if you have received this information and placed us on the agenda (as well as the approximate time we will be scheduled). Thanks!

Serena Denning
Regional Commissioner
AYSO Region 225
623-521-9569
ayso225@hotmail.com

CITY COUNCIL REPORT

SUBJECT:
Approval of Minutes

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Buffalo Wings & Rings

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Tracie F. Seib for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Buffalo Wings & Rings, 2935 North Dysart Road.

BACKGROUND:

The City Clerk's Office has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Tracie F. Seib, Buffalo Wings & Rings, 2935 North Dysart Road, Avondale, Arizona.

This is a new license. The required fee of $1,100.00 has been paid. As required by state law and city ordinance, the application was posted from July 12, 2007 to July 31, 2007 and a notice was published in the West Valley View on July 17, 2007 and July 27, 2007. No comments were received.

The Arizona Department of Liquor License and Control has accepted this application as submitted as complete.

The Police, Planning, and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff recommends that the City Council approve this request by Tracie Seib, Buffalo Wings & Rings, 2935 North Dysart Road.

ATTACHMENTS:

Click to download

- Application
- Recommendations
- Vicinity Map
- Posting Photos

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: 12077206

1. Type of License: 12 2. Total fees attached: Department Use Only $ 158

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

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

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

1. Applicant/Agent's Name: Mr. Ms. SEIB (Last) TRACIE (First) FRANCIS (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: BUFFALO WINGS & RINGS
(Exactly as it appears on the exterior of premises)
4. Business Address: _____ (Do not use PO Box Number) City COUNTY Zip
5. Business Phone: ( ) _____ Residence Phone: ( ) _____
6. Is the business located within the incorporated limits of the above city or town? ☐YES ☐NO
7. Mailing Address: _____ City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $_____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: DC Date: 6/22/07 Lic. # 12077206

Fees: 100 Application | Interim Permit | Agent Change | Club | 58 F. Prints | $ 158 TOTAL

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

LIC 0100 05/2004

***Disabled Individuals requiring special accommodation, please call (602) 542-9027.**

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE

'07 JUN 22 Liq. Dept PM 3:42

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: 1580

1. Type of License: SERIES 12 2. Total fees attached: Department Use Only $ 12077206

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

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

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

1. Applicant/Agent's Name: Mr. Ms. SEIB (Last) TRACY (First) FRANCIS (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: TAG BWR, INC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: BUFFALO WINGS & RINGS
(Exactly as it appears on the exterior of premises)
4. Business Address: 2935 N DYSART RD. (Do not use PO Box Number) AVONDALE (City) MARICOPA (County) ~~85338~~ 85323 (Zip) MM
5. Business Phone: ( ) PENDING Residence Phone: [redacted] MM
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO [redacted]
7. Mailing Address _____ City State Zip
8. Enter the amount paid for a **06, 07, or 09** license: $_____ **(Price of License ONLY)**

DEPARTMENT USE ONLY

Accepted by: AC Date: 6/22/07 Lic. # 12077206

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	$ TOTAL
	100				58	158

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

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

SECTION 5 Interim Permit:

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

'07 JUN 22 Lic. Dept PM 3:42

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

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

X _____ State of _____ County of _____
(Signature)
The foregoing instrument was acknowledged before me this

_____ day of _____ , _____
Day Month Year

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

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

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

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

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

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

1. Name of Corporation/L.L.C.: TAG BWR, INC.
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 1/4/2007 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: 1338360-5 Date authorized to do business in AZ: 2/6/2007
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
STEIB	TRACIE	FRANCIS	DIR/PRES		
KATZ	GLORIA	ANN	DIR/VICE-PRES		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

Last	First	Middle	% Owned	Residence Address	City State Zip
STEIB	TRACIE	FRANCIS	50%		
KATZ	GLORIA	ANN	50%		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store:** JUN 22 Liq. Dept PM 3:42

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

2. Assignee's Name: _____
Last First Middle

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

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

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

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

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 **Person to Person Transfer:**

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

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

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

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

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

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

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

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

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

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

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

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

'07 JUN 22 Liqr. Dept PM 3 2

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

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

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

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

SEE AMENDMENT

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 1584 ft. **(Regardless of distance)** Name of school: **Corte Sierra Elementary School**
   Address **3300 N Santa Fe Trl, Avondale, AZ 85323**

2. Distance to nearest church: 1584 ft. **(Regardless of distance)** Name of church: **Church of Jesus Christ of Lds**
   Address **13277 W Thomas Rd, Goodyear, AZ 85338**

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

4. If the premises is leased give lessors: Name **DYSART COMMONS, LLC (C/O NAC DEVELOPMENT COMPANY)**
   Address **3753 HOWARD HUGHES PKWY, #200, LAS VEGAS, NV 89109**

4a. Monthly rental/lease rate $ 10,600.00 What is the remaining length of the lease? 10 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ 127,200.00 or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ 435,000.00

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

Last	First	Middle	% Owed	Residence Address	City State Zip
NATIONAL BANK OF ARIZONA			100%	3101 N CENTRAL AVE., PHOENIX, AZ 85012	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:
   License # _____ (Exactly as it appears on license) Name _____

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

'07 JUL 31 Liq. Lic. PM1:22

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

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

SECTION 13 **Questions for all in-state applicants:**

1. Distance to nearest school: 2554 ft. **(Regardless of distance)** Name of school: Palm Valley Elementary School Address 2801 North 135th Ave. Goodyear, Az 85338
2. Distance to nearest church: 1584 **(Regardless of distance)** Name of church: Church of Jesus Christ of Latter-Day Saints Address 13277 W. Thomas Rd., Goodyear, Az 85338
3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____ Address _____

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

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

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

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

AMENDMENT

SECTION 14 Restaurant, or Hotel-Motel Applicants:

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

   _____ and license #: _____
   Last First Middle

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

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

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

   ☒ Entrances/Exits
   ☐ Drive-in windows
   ☐ Service windows
   ☒ Liquor storage areas
   ☒ Patio enclosures
   ☐ Under construction: estimated completion date_____

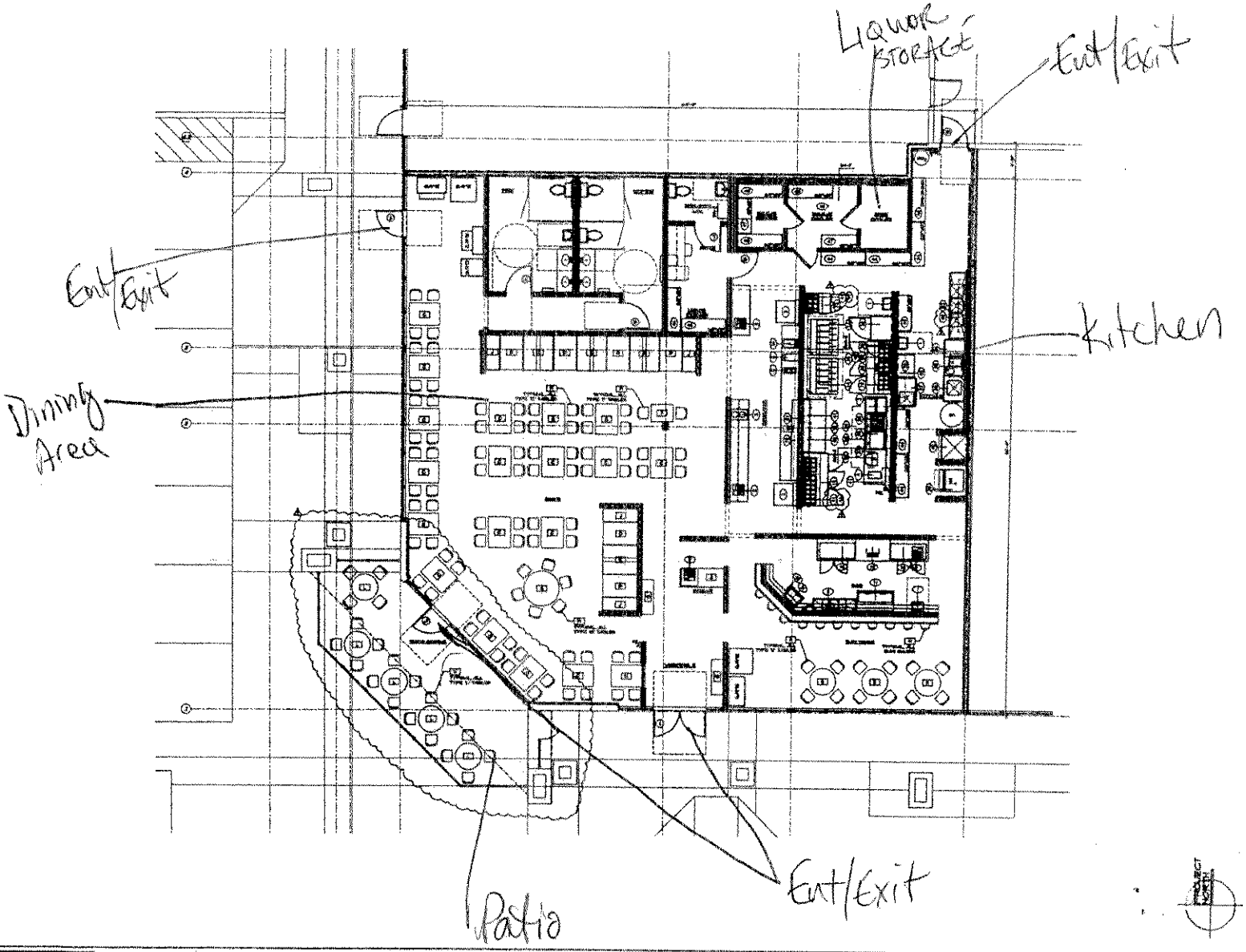
2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

   See Attached.

'07 JUN 22 Liqr. Dept PM 3:43

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



DAVID PORTS
ARCHITECT
INCORPORATED
7000 S. EDGERTON ROAD
SUITE 105
CLEVELAND, OHIO 44141
P. 440-838-5700
F. 440-838-5790

'07 JUN 22 Liqr. Dept PM 3:43

BUFFALO WINGS & RINGS

2935 DYSART ROAD
DYSART COMMONS
AVONDALE, AZ

3802 中

DATE	ISSUE
06-21-07	LIQUOR LICENSE

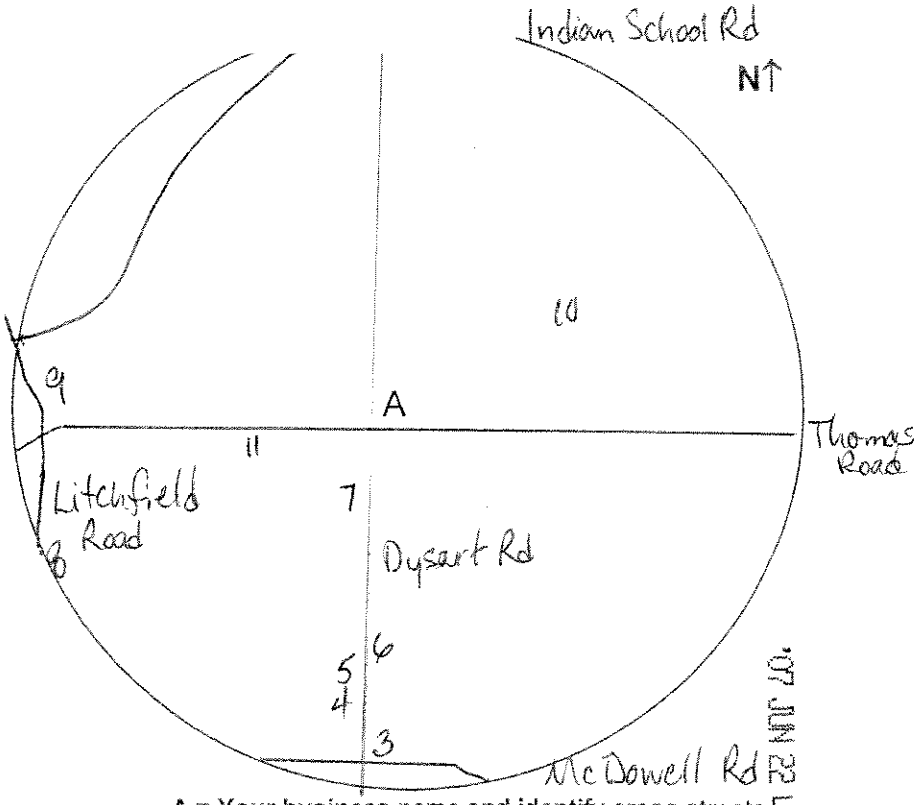
SECTION 16 **Geographical Data:** **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.**

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

SEE AMENDMENT

1. See attached.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

'07 JUN 22 Liq. Dept PM 3:43

SECTION 17 **Signature Block:**

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

X Tracie F. Seib
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
21 day of June 2007
Day Month Year

LYDIA MITTELMAN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
NOVEMBER 19, 2010

My commission expires

Lydia Mittelman
(Signature of NOTARY PUBLIC)

Section 16. Geographical Data. Buffalo Wings Rings, 2935 N. Dysart Rd., Avondale

	License #	Business Name	Address	City
A		BUFFALO WINGS & RINGS	2935 N DYSART RD	AVONDALE
1	9070291	ALBERTSON'S #926	12970 W INDIAN SCHOOL	LITCHFIELD PARK
2	12076784	NEW YORK PIZZA DEPT	1619 N DYSART RD STE A	AVONDALE
3	6070501	CROSSROADS LOUNGE	1770 DYSART RD	GOODYEAR
4	12076518	BLACK BEAR DINER	1780 DYSART RD	GOODYEAR
5	10075199	SPROUTS FARMERS MARKET #13	1813 N DYSART RD	AVONDALE
6	10074470	CVS PHARMACY/#3749	2840 NORTH DYSART	GOODYEAR
7	11073092	BEST WESTERN PHOENIX GOODYEAR INN	55 N LITCHFIELD RD	GOODYEAR
8	12076468	MCGRATH'S FISH HOUSE	1800 N LITCHFIELD RD	GOODYEAR
9	12075006	ROMANO'S MACARONI GRILL	1828 N LITCHEFIELD RD	GOODYEAR
10	6070037	PALM VALLEY GOLF CLUB	2211 N LITCHFIELD RD	GOODYEAR
11	9070533	WALGREENS #3657	3361 N LITCHFIELD RD	GOODYEAR
12	SCHOOL	CORTE SIERRA ELEMENTARY SCHOOL	3300 N SANTA FE TRAIL	AVONDALE
13	CHURCH	CHURCH OF JESUS CHRIST OF LDS	13277 W THOMAS RD	GOODYEAR

SEE AMENDMENT

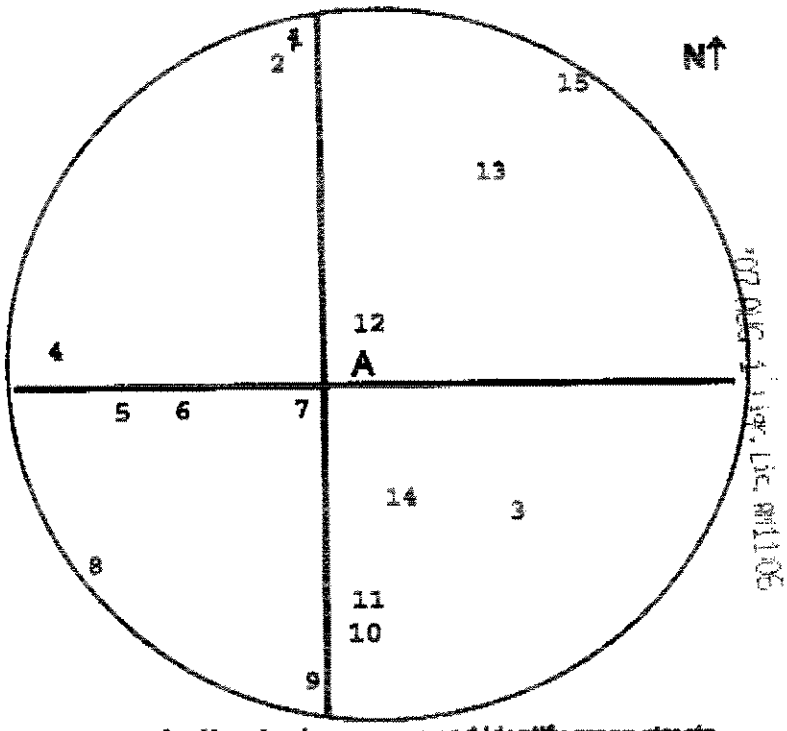
'07 JUN 22 Lic. Dept PM 3:43

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

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

1. First Baptist Church of Litchfield
2. Trinity Lutheran School & Church
3. Rancho Santa Fe School
4. St. Thomas Aquinas Church & School
5. Palm Valley Elementary School
6. Church of Jesus Christ of Latter-day Saints
7. CVS Pharmacy
8. Palm Valley Golf Club
9. Tutor Time
10. Pei Wei
11. NYPD Pizza
12. Fresh & Easy Neighborhood Market
13. Corte Sierra Elementary School
14. Sprouts Farmers Market
15. Wine Styles

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____ _____
Day Month Year

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

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

RESTAURANT OPERATION PLAN

PRINT – USE BLACK INK

LICENSE # 12075206

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

Grill	APW Wyott Charbroiler GCB-24H
Oven	APW Wyott Griddle GGT-24H
Freezer	Walk-in approx: 320 s.f.
Refrigerator	Walk-in approx: 800 s.f.
Sink	1-3 compartment sink, 3-Hand Sinks, 1-Veg. Sink, 1-Mop Sink, 1-3 comp. Bar Sink
Dish Washing Facilities	Ecolab Single Batch Dishmachine
Food Preparation Counter	SS Tables, approx. 16 s.f. of prep surface area
Other	FRYERS: 2-Henny Penny OFG-323 Three well
Other	
Other	

'07 JUN 22 Liq. Dept PM 3:43

2. Print the name of your restaurant:
Buffalo Wings and Rings

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

4. List the seating capacity for:

   a. **Restaurant area** of your premises [108]

   b. **Bar area** of your premises [57]

   c. **Total area** of your premises [165]

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

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover)? ☑ Yes 26 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 50 %

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

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

10 televisions +/- 6 Video Games +/-

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

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

(1 to 2) Bartenders, Tend bar and serve customers in bar area
(4 to 8) Servers, Wait tables and serve customes
(1 to 2) Cashiers, Greet and seat customers, plus cash out customers
Managers, manage personnel and restaurant (General Manager, Assistant Manager, Front of the House Manager, Kitchen Manag
(1) Dishwasher (as needed)

Attach additional sheets if necessarv

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

X Tracie F. Seib
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 21 day of JUNE 2007
Day Month Year

LYDIA MITTELMAN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
NOVEMBER 19, 2010

My commission expires on

Lydia Mittelman
(Signature of NOTARY PUBLIC)

Li'l buffs menu

[illegible] please the younger crowd (18 and under please), includes a soft drink

wings & rings — [illegible] wings with curly fries

nuggets & rings — tender children nuggets and curly fries

dog & rings — [illegible] for the one or [illegible] appetite

burger & rings — [illegible] burger and curly fries

grilled cheese & rings — grilled cheese sandwich with curly fries

mini corn dogs & rings — [illegible] corn dogs with curly fries

your choice $3.99

Desserts

Always something good... look for details

Beverages

Buffalo Wings & Rings serves a variety of premium products. [illegible] Iced Tea, Coffee, Hot Tea, Bottled BC Root Beer, Mineral Spring Water, and Orange Crush.

great wings deserve cheap beer!

Beer, Wine, & Spirits

most Buffalo Wings & Rings offer draft beer, bottled beer, selected spirits and wines, ask for details.

become a frequent flyer

enjoy wings & rings all week long!

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] 165 [illegible] orders

spend your weekend with us too!!

We'll even cater your next EVENT

happy hour ~weekdays 4-6 pm~ half priced appetizers

The Wings & Rings Bar-B-Q

Several years ago a group of [illegible] the vagaries of life and beer a few cold ones, when they bit on [illegible] wings. Embarking on the search to quell their desire, they found nothing [illegible] fried chicken wings. The task was set; weeks the finest buffalo [illegible] eps and give it respect.

So, being and [illegible] themselves, they [illegible] the letter, been on have "Wings & Rings"

After beguiling the legend in southern Kentucky, our ever-growing band of restaurateurs has now brought their Kentucky restaurant to the global marketplace. Everyone has the opportunity to share in the Kentucky and Southern atmosphere.

So sit down, relax, and enjoy yourself!

Welcome to Buffalo Wings & Rings.®

[illegible]

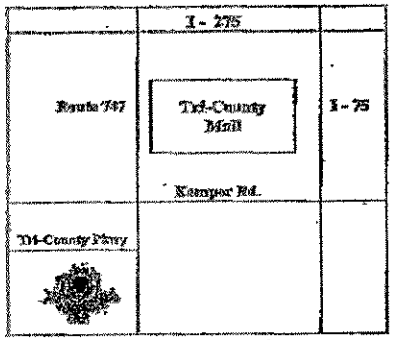
If you love our Wings - Franchise Opportunity [illegible]

Tri-County

11305 Princeton Pike (Route747)

(513) 771-WING

(9464)



Hot Bites & Starters

warm up your taste buds here. Our appetizers are always fresh, piping hot, and delicious

stuffed jalapeno peppers
Don't be afraid of the word "jalapeno", peppers are stuffed with cream cheese and deep fried, tangy taste, but definitely not too hot to handle, served with honey mustard $3.59

buffalo popcorn shrimp
Hand-sized shrimp, breaded and deep fried, with a "buffalo" seasoning, served with ranch or blue cheese $6.99

buffalo popcorn chicken
Bite-sized pieces of white meat chicken, breaded, and deep fried with a buffalo seasoning, served with your choice of dipping sauce $4.99

batter-dipped mushrooms
a full scoop of fresh mushrooms, batter dipped, and deep fried to a golden brown, served with cocktail sauce $4.49

mozzarella sticks
cheese lover's heaven, hot and crunchy on the outside, gooey on the inside, served with marinara sauce $4.99

loaded potato skins
get loaded at Buffalo's wings & rings, covered with bacon, chunks of cheddar, and bacon, served with a side of sour cream $5.99

chicken quesadilla
large grilled tortilla stuffed with grilled chicken, onions, salsa, and chunks of cheddar, mozzarella, and provolone cheese, served with a side of sour cream ..... half order $5.99 full order $7.99

mini corn dogs
deep fried and served with honey mustard sauce ..... half order $2.99 full order $3.99

nachos supreme (serves 2 or 3)
our own crunchy Texas-style chili over tortilla chips, topped with jalapeno, tomatoes, black olives, onions, a blend of cheeses, jalapeno slices, and sour cream, served with salsa $6.49

nachos simply, tortilla chips with melted cheddar cheese, jalapeno slices, and salsa $3.25

Soups & Salads

a great start - or - a perfect light meal
dressings: our house fat free vinaigrette, ranch, 1000 Island, French, honey mustard, or our famous blue cheese

homemade chicken noodle soup
thick noodles and hearty chunks of fresh chicken and vegetables, a chicken soup your grandmother would love ..... cup $1.99 bowl $2.99

homemade texas-style chili
top quality beef, slow-simmered in our secret recipe of chili fixins' ..... cup $2.49 bowl $3.49

side salad
fresh leafy romaine, garnished with croutons, tomatoes, black olives, pepperoncini, and croutons $2.49

house salad (add homemade fat free ranch or blue cheese for 50¢)
fresh iceberg lettuce tossed with tomatoes and black olives, then topped with a blend of cheeses, garnished with croutons, pepperoncini, and onions $3.99

chicken tenderloin salad (cajun or teriyaki style available for an extra charge)
tender strips of chicken tenderloins served over our house salad $6.99

fried chicken tenderloin salad (cajun seasoning also available for an extra charge)
hand-breaded and fried to golden perfection, served over our house salad $6.99

chicken fajita salad
house salad, topped with cajun chicken and jalapeno peppers, tortilla strips, sour cream, chips, and salsa $7.49

italian chef salad
our house salad, topped with pepperoni, ham, and other $6.99

greek isle salad
our house salad topped with feta cheese, kalamata olives, and other $6.99

tuna salad
zesty, chunky, hot only the best tasting tuna salad you've ever tasted $5.99

homemade cole slaw
well until you see what we strive... shredded fresh and creamy ..... small .99 large $1.99

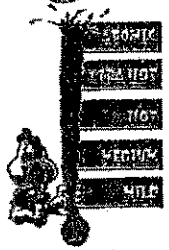
Wings & Rings

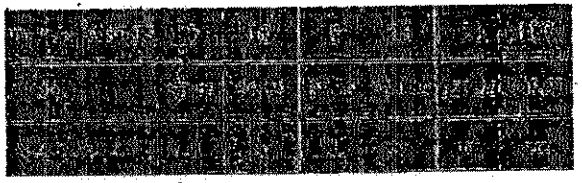
Buffalo Style Chicken Wings & Tenders

NOBODY...does them better!

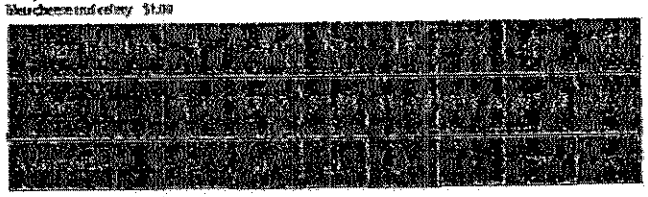
First, order your favorite sauce:
- Original
- Teriyaki
- Sweet BBQ
- Roasted Garlic

Then, choose your temperature:
- MILD
- MEDIUM
- HOT
- XTRA HOT
- EXTREME





side sauces or blue cheese .50 $1.00 $2.00
celery .50
blue cheese and celery $1.00



Potato Rings (named for our great curly fries)

nothing goes better with our buffalo style chicken than a heaping basket of rings

curly-q french fries
a full basket of curly spuds ..... half order $1.99 full order $2.99

cajun french fries
same full basket of curly spuds, with tasty cajun seasonings ..... half order $2.29 full order $3.29

sloppy fries
serious topping lovers: a mountain of curly-q fries, with chili and shredded cheese $4.99

hot garlic sloppy fries
all the tasty goodness of sloppy fries...now very hot $5.49

saratoga chips
thinly sliced potatoes, deep fried golden brown, topped with garlic pepper seasoning, served with a side of our famous bbq sauce $3.99

onion rings (for those looking for the traditional kind of rings)
hot, crispy, and delicious $3.99

potato wedges
fresh cut from honest to goodness real potatoes seasoned and fried $3.49

add melted cheddar cheese .50 $1.00 $2.00

Burgers

Hands down winner of

All our burgers are guarantee half pound burgers cooked to your taste (medium well is well done) topped with lettuce, tomatoes, onions, pickles, and mayonnaise, served with saratoga chips.

1/2 pound hamburger
your basic all American love affair with beef $5.99

custom burgers
- **cheeseburger** slap on a piece of cheese $6.49
- **bbq burger** a little zesty barbecue sauce for zip $6.49
- **cajun burger** hoon boy...a little Cajun seasoning to make your taste buds take notice $6.49
- **teriyaki burger** teriyaki for a little Oriental flair $6.49
- **bleu burger** someone should tell the French they invented the world's best $6.49
- **bacon cheeseburger** crunchy bacon for a better world $6.99
- **mushroom and swiss burger** topped with mushroom sauce and swiss cheese $6.99
- **black and bleu burger** cajun spices, topped with a hearty helping of bleu cheese $6.99

1/4 pound hamburger decked out everything - same great taste in a smaller package $4.49
cajun, teriyaki, bbq or bleu cheese - add .50 Black & Bleu - add $1.00

turkey burger have the fun without the guilt, low on calories - good for a quick, fast, big $5.49
cajun, teriyaki, bbq or bleu cheese - add .50 Black & Bleu - add $1.00

Sandwiches

super-size sandwiches prepared fresh!
topped with lettuce, tomatoes, onions, pickles, and mayonnaise, served with saratoga chips

chicken tenderloin sandwich (choice of grilled or deep fried)
top quality fresh, boneless chicken tenderloins with all the trimmings $5.99
cajun, teriyaki, bbq or bleu - add .50

buffalo chicken tenderloin sandwich
chicken breast tenderloin strips, lightly breaded, and topped with hot sauce, blue cheese and all the trimmings $6.99

pulled bbq pork sandwich
succulent pig heaped on your bun $5.99

fish sandwich (cheese - add .50)
cod fish, battered, and filled with tartar sauce and all the trimmings $6.99

classic steak hoagie (choice of mushroom or onion)
beef pulled on a hoagie bun, topped with onions, pickles, and provolone cheese $5.99

anti pasta hoagie (choice of hot or cold)
ham, salami, pepperoni, provolone cheese, topped with house dressing, lettuce, tomatoes $5.99

tuna salad sandwich
homemade tuna salad served with all the trimmings $4.99

original gyros
sliced fresh to order and topped with onions, tomatoes, and cucumber sauce $5.49

super gyros
extra meat sliced fresh to order and topped with onions, tomatoes, and cucumber sauce $6.49

Add extra sauce, feta, or melted cheddar cheese for .50¢

JUN. 22. 2001 3:27PM
LAW OFFICES
'07 JUN 25 11:41 FAX 9 24

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
       1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
       2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
       3) Guest Checks
       4) Coupons/Specials
       5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
       1) Daily Bank Deposit Slips
       2) Bank Statements and canceled checks
11. Tax Records
    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

'07 JUN 22 Liq. Dept PM 3:43

12. Payroll Records

    A. Copies of all reports required by the State and Federal Government

    B. Employee Log (A.R.S. §4-119)

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

SEIB	TRACIE	FRANCIS
Last	First	Middle

have read and fully understand all aspects of this statement.

x Tracie F. Seib
(Signature of Licensee)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
21 day of June, 2007
Day Month Year

LYDIA MITTELMAN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
NOVEMBER 09, 2010

My commission expires on

Lydia Mittelman
(Signature of NOTARY PUBLIC)

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

AMENDMENT

AZ Corp. Commission
01868590

AZ CORPORATION COMMISSION
FILED

JAN - 4 2007

FILE NO. 1338368-5

FILED

JAN 8 9 2007

FILE NO. 1338368-5

ARTICLES OF INCORPORATION
OF
TAG BWR, INC.

1. Name. The name of the corporation is TAG BWR, INC.

2. Initial Business. The Corporation initially intends to conduct the business of accommodation and food service.

3. Authorized Capital. The corporation shall have authority to issue 1,000 shares of common stock.

4. Known place of business. The street address of the known place of the Corporation is: 16780 W. Washington Street, Goodyear, AZ 85338.

5. Statutory Agent. The name and address of the statutory agent of the Corporation is:

Michael W. Morton
[redacted]

6. Board of Directors. The initial board of directors shall consist of two directors. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are duly elected and qualified are:

Tracie F. Seib
[redacted]

Gloria Katz
[redacted]

7. Incorporators. The name and address of the incorporators are:

Tracie F. Seib
[redacted]

Gloria Katz
[redacted]

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission.

8. Indemnification of Officers, Directors, Employees and Agents.

The Corporation shall indemnify any person who incurs expenses for liabilities by reason of the fact he is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. The indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

'07 JUN 22 Liv. Dept PM 3:43

9. Limitation of Liability. -1338364-5

To the fullest extent permitted by the Arizona Revised Statutes, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act of omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

EXECUTED this 22 day of June, 2006, by the incorporator.

Signed: x Tracie F. Seib
Tracie F. Seib

x Gloria Katz
Gloria Katz

Phone: 602-617-5042

Acceptance by Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above named corporation effective this 22 day of June, 2006.

Signed: [signature]

Print Name: Michael W. Morton
Company Name: Morton & Associates, Ltd.

'07 JUN 22 Lip, Dept PM 3:43

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

PROFIT

CERTIFICATE OR DISCLOSURE
A.R.S. §10-202.D

THE BAR, INC.
EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, or common fraud or unfairness in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the specific elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
   (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
   (b) Involved the violation of the securities fraud laws of that jurisdiction; or
   (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes____ No X

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and place of birth.
6. Social Security number.
7. The nature and disposition of such conviction or judicial action, date and location, the court and public agency involved and file or docket number of case.

C. Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 25% of the issued and outstanding common shares, or 25% of any other proprietary, beneficial or membership interest in any other corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

Yes____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
   (a) Was incorporated. (b) Has conducted business.
4. Dates of corporate operation.
5. Date and case number of bankruptcy or date of revocation/administrative dissolution.

D. The fiscal year end adopted by the corporation is 12/31.

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY [signature] BY [signature]

PRINT NAME Trace F. Seib PRINT NAME Gloria Katz

TITLE President DATE 6/21/06 TITLE Vice-President DATE 6/21/06

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. Within sixty days, any person becoming an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not listed in the disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.
CR: 0222 - Business Corporation.
Rev: 04/04

'07 JUN 22 Ltr. Dept PM 3:43

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'07 JUN 22 Liqr. Dept PM 3:43

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

QUESTIONNAIRE

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

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

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

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

Liquor License # 12077206
(If the location is currently licensed)

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

2. Name: SEIB (Last) TRACIE (First) FRANCIS (Middle) Date of Birth: _____ (This Will Not Become a [redacted] Records)

3. Social Security Nu _____ (This Will Not Become a Part of Public Records) Drivers License #: D05656755 State: ARIZONA

4. Place of Birth: QUEENS (City) NY (State) USA (Country (not county)) Height: 5' 5" Weight: 190 Eyes: BLUE Hair: BROWN

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phon

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

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1/15/2007

8. Telephone number to contact you during business hours for any questions regarding this document. (516) 784 - 9909

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

10. Name of Licensed Premises: BUFFALO WINGS AND RINGS Premises Phone: ( ) - PENDING

11. Licensed Premises Address: 2935 NORTH DYSART ROAD (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
5/1990	CURRENT	ROUTE SALES PERSON	INTERSTATE BRANDS COPORATION, 12 EAST ARMOUR KANSAS CITY, MO 6411

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1/2007	CURRENT	RENT				
6/1997	12/2006	OWN	2 BARNES AVENUE	BALDWIN	NY	11510

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

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 10 , **answer #14a below.** If NO, skip to #15. ☒YES ☐NO

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

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

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

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

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

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

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

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

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, Tracie Francis Spib, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X Tracie F Spib
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
21 day of June, 2007
Day Month Year

LYDIA MITTELMAN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
NOVEMBER 19, 2010

My commission expires on: _____

Lydia Mittelman
(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

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

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

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

2007 JUN 22 AM 10:43

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

36486

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

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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

TRACIE F. SEIB
Individual Name (Print)

Tracie F. Seib
Individual Signature

Date Training Completed: 04-27-07

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

[X] YES [ ] NO	BASIC	[X] YES [ ] NO	ON SALE
[X] YES [ ] NO	MANAGEMENT	[X] YES [ ] NO	OFF SALE
[X] YES [ ] NO	BOTH	[ ] YES [ ] NO	OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
	BUFFALO WINGS & RINGS	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

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

77 East Columbus Ave. #102
Address

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

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

T. J. Kuhn
Trainer Name (Print)

Trainer Signature

Date: 04-27-07

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

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

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'07 JUN 22 Liq. Dept. PM 3:43

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

QUESTIONNAIRE

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

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

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

Liquor License # 12077206
(If the location is currently licensed)

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

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

2. Name: KATZ (Last) GLORIA (First) ANN (Middle) Date of Birth: [redacted] **(This Will Not Become a Part of Public Records)**

3. Social Security Number _____ **(This Will Not Become a Part of Public Records)** Drivers License #: D05656731 State: ARIZONA

4. Place of Birth: BROOKLYN (City) NY (State) USA (Country (not county)) Height: 5' Weight: 160 Eyes: BROWN Hair: BROWN

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☒ Widowed Residence (Home) Phone _____

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

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1/15/2007

8. Telephone number to contact you during business hours for any questions regarding this document. (516) 784 - 9909

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

10. Name of Licensed Premises: BUFFALO WINGS AND RINGS Premises Phone: (_____) _____ - PENDING

11. Licensed Premises Address: 2935 NORTH DYSART ROAD (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
6/2007	CURRENT	OWNER	BUFFALO WINGS AND RINGS 2935 NORTH DYSART ROAD AVONDALE 85323
2/2007	6/2007	Unemployed	
11/1993	2/2/2007	MANAGER	MORKATZ FOOD INC. 480 AVENUE P, BROOKLYN, NEW YORK, 11223-2002

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1/2007	CURRENT	RENT	[redacted]			
11/1993	12/2006	OWN	2922 DAHLIA AVENUE	BALDWIN	NY	11510

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

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 0 , **answer #14a below**. If NO, skip to #15. ☒YES ☐NO

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

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

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

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

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

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

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

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

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

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

Manager Section

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

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

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

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

24. I, Gloria Ann Katz, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
21 day of JUNE , 2007
Day Month Year

LYDIA MITTELMAN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
NOVEMBER 19, 2010

My commission expires on: _____
Day

Lydia Mittelman
(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

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

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

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

'07 JUN 22 AM 11:30

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

36489

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

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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Gloria A Katz
Individual Name (Print)

Individual Signature

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

06-27-07
Date Training Completed

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

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

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

77 East Columbus Ave. #102
Address

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

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

T. J. Kuhn
Trainer Name (Print)

Trainer Signature

06-27-07
Date

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

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

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

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

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: TRACIE SEIB

BUSINESS NAME: BUFFALO WINGS & RINGS

ADDRESS: 2935 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Bw Bm
SIGNATURE

7/25/07
DATE

Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 6, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2007

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: July 25, 2007

TO: Linda Farris, City Clerk

PREPARED BY: Ken Galica, Planner II (623) 333-4019

SUBJECT: Series 12 Liquor License for Buffalo Wings & Rings
NEC Dysart Road and Thomas Road

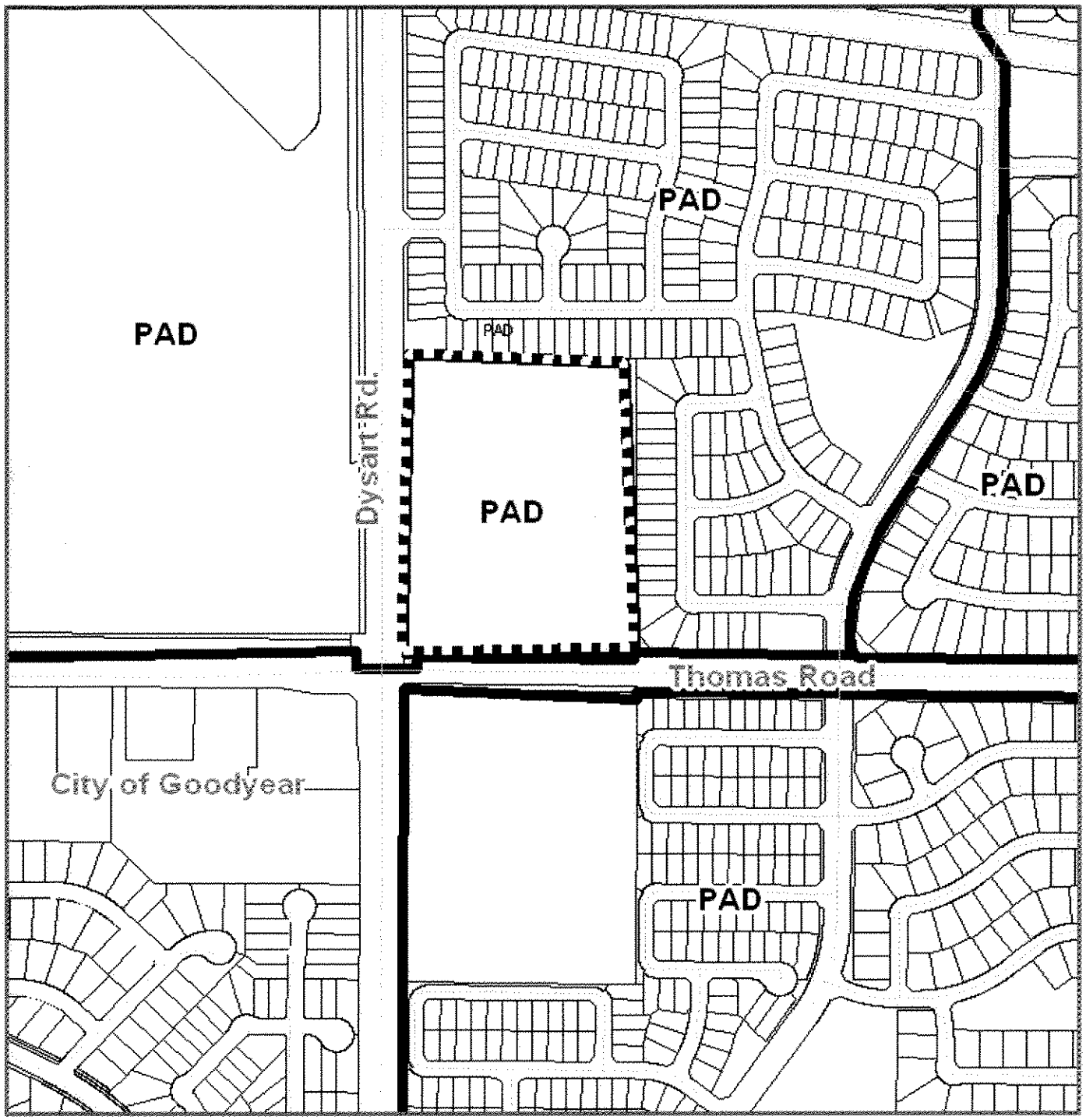
The site is located at the northeast corner of Dysart Road and Thomas Road in the "Shops A" building of the Dysart Commons shopping center. The site is currently being developed.

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

The General Plan designates the property as Commercial. The subject property is located within the Palm Valley PAD (Planned Area Development). The PAD includes areas for both residential and commercial development. The northeast corner of Thomas Road and Dysart Road allows for C-1 (Community Commercial) uses. A restaurant is a permitted use in the C-1 Zoning District.

There are no zoning or separation issues with the site.

Attachment: Zoning Vicinity Map
Site Plan – Dysart Commons



Zoning Vicinity Map

Avondale

Subject Site

Buffalo Wings & Rings

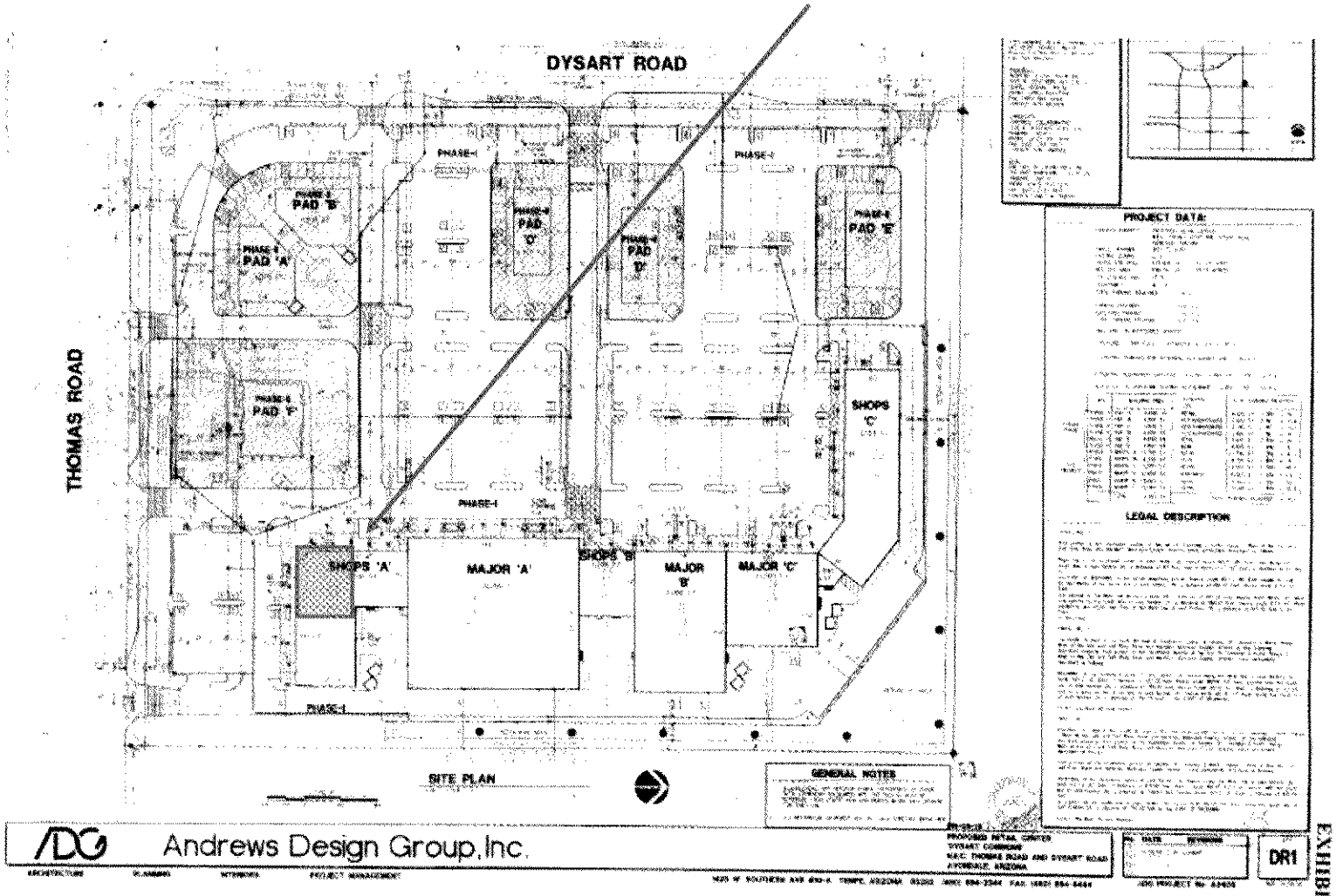


EXHIBIT D

Dysart Commons Shopping Center – Approved Site Plan

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: TRACIE SEIB

BUSINESS NAME: BUFFALO WINGS & RINGS

ADDRESS: 2935 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

FIRE MARSHAL
TITLE

7/24/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 6, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: TRACIE SEIB

BUSINESS NAME: BUFFALO WINGS & RINGS

ADDRESS: 2935 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

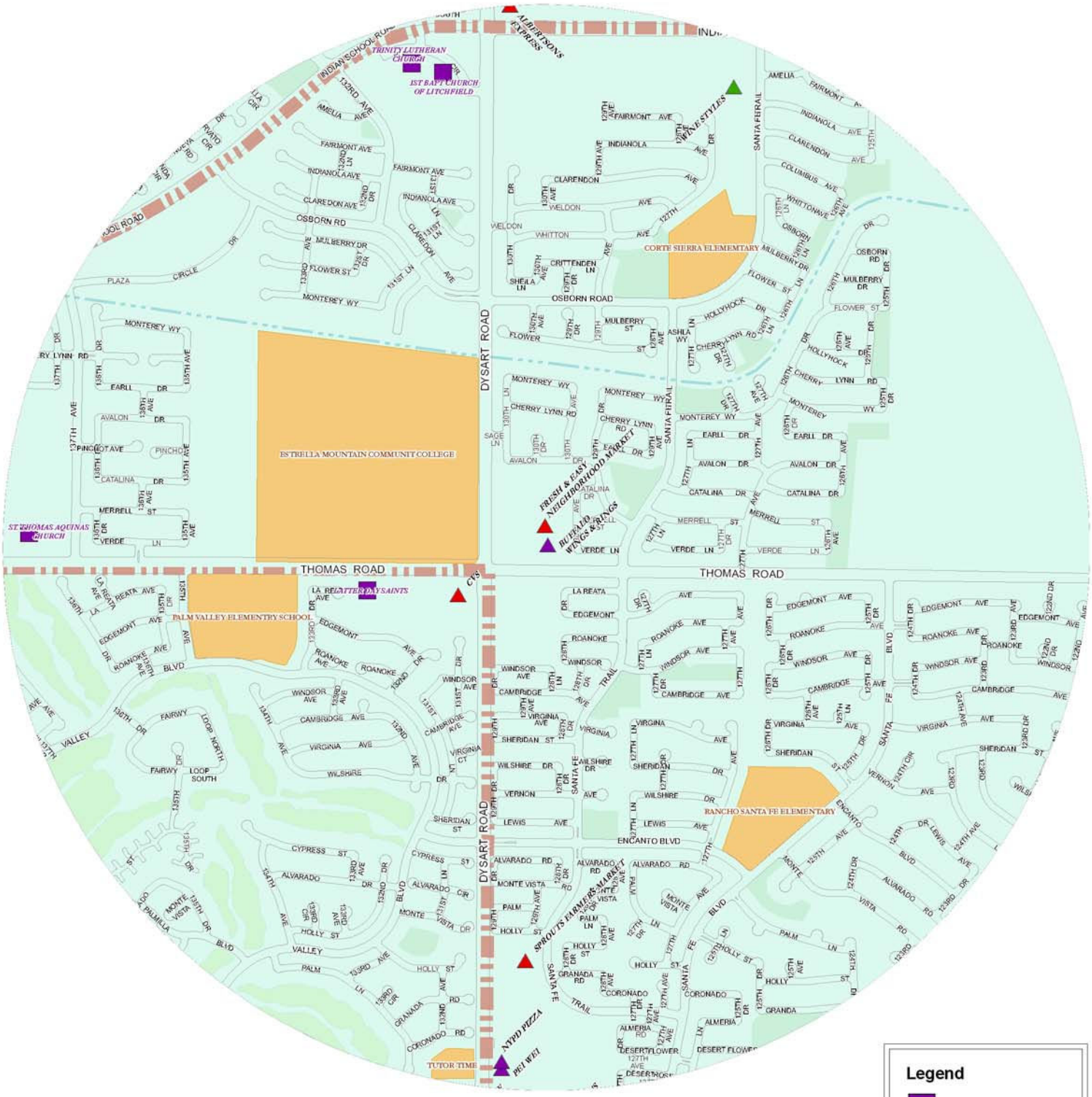
☑ APPROVED
☐ DENIED

SIGNATURE

Police Chief
TITLE

7/24/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 6, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2007



Legend

- PLACE OF WORSHIP

LIQUOR LICENSE

- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

0 275 550 1,100 1,650 2,200 Feet

Avondale GIS Division of Water Resources

Buffalo Wings & Rings
1 Mile Buffer

2935
106
07.12.2007

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JULY 12, 2007
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY AUGUST 6, 2007 AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200
**SERIES 16: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS**
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-478-3030.
07.12.2007

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Fresh & Easy Neighborhood Market - Avondale Boulevard and Van Buren

MEETING DATE:
August 6, 2007

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request for a Series 10 Beer & Wine Off Sale liquor license by Randy Nations for Fresh & Easy Neighborhood Markets for a location at the southwest corner of Van Buren and Avondale Boulevard.

BACKGROUND:

The City Clerk's Office has received an application for a Series 10 Beer & Wine liquor license from Randy Nations for Fresh & Easy Neighborhood Markets for a location at the southwest corner of Avondale Boulevard and Van Buren.

This is a new license. The required fee of $500.00 has been paid. As required by state law and city ordinance, the application was posted from July 12, 2007 to July 31, 2007 and a notice was published in the West Valley View on July 17, 2007 and July 27, 2007. No comments were received.

The Arizona Department of Liquor License and Control has accepted this application as submitted as complete.

The Police, Planning, and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff recommends that the City Council approve this request from Randy Nations, Fresh & Easy Neighborhood Market, Inc, for a Series 10 Beer & Wine liquor license for a location at Avondale Boulevard and Van Buren.

ATTACHMENTS:

Click to download

- Application
- Recommendations
- Vicinity Map
- Posting Photos

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

'07 JUN 15 Liq. Lic. 00100

SECTION 3 Type of license and fees: LICENSE #: 10075429

1. Type of License: Series 10 Beer & Wine 2. Total fees attached: Department Use Only $ 100.00

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

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

SECTION 4 Applicant: (All applicants must complete this section) P1002484

1. Applicant/Agent's Name: Mr. / Ms. Nations (Last) Randy (First) D. (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Fresh & Easy Neighborhood Market Inc. B1036191
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Fresh & Easy Neighborhood Market B1037646
(Exactly as it appears on the exterior of premises)
4. Business Address: SWC Avondale & Van Buren (Do not use PO Box Number) Avondale (City) Maricopa (COUNTY) 85323 (Zip)
5. Business Phone: ( ) Pending Residence Phone: _____
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: P.O. Box 2502 Chandler (City) Arizona (State) 85244 (Zip)
8. Enter the amount paid for a **06, 07, or 09** license: $_____ **(Price of License ONLY)**

DEPARTMENT USE ONLY

Accepted by: MT Date: 6/15/07 Lic. # 10075429

Fees: 100.00					$ 100.00
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

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

LIC 0100 05/2004

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

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

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

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

X _____
(Signature)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

'07 JUN 15 11:47 LIC. MUNI

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

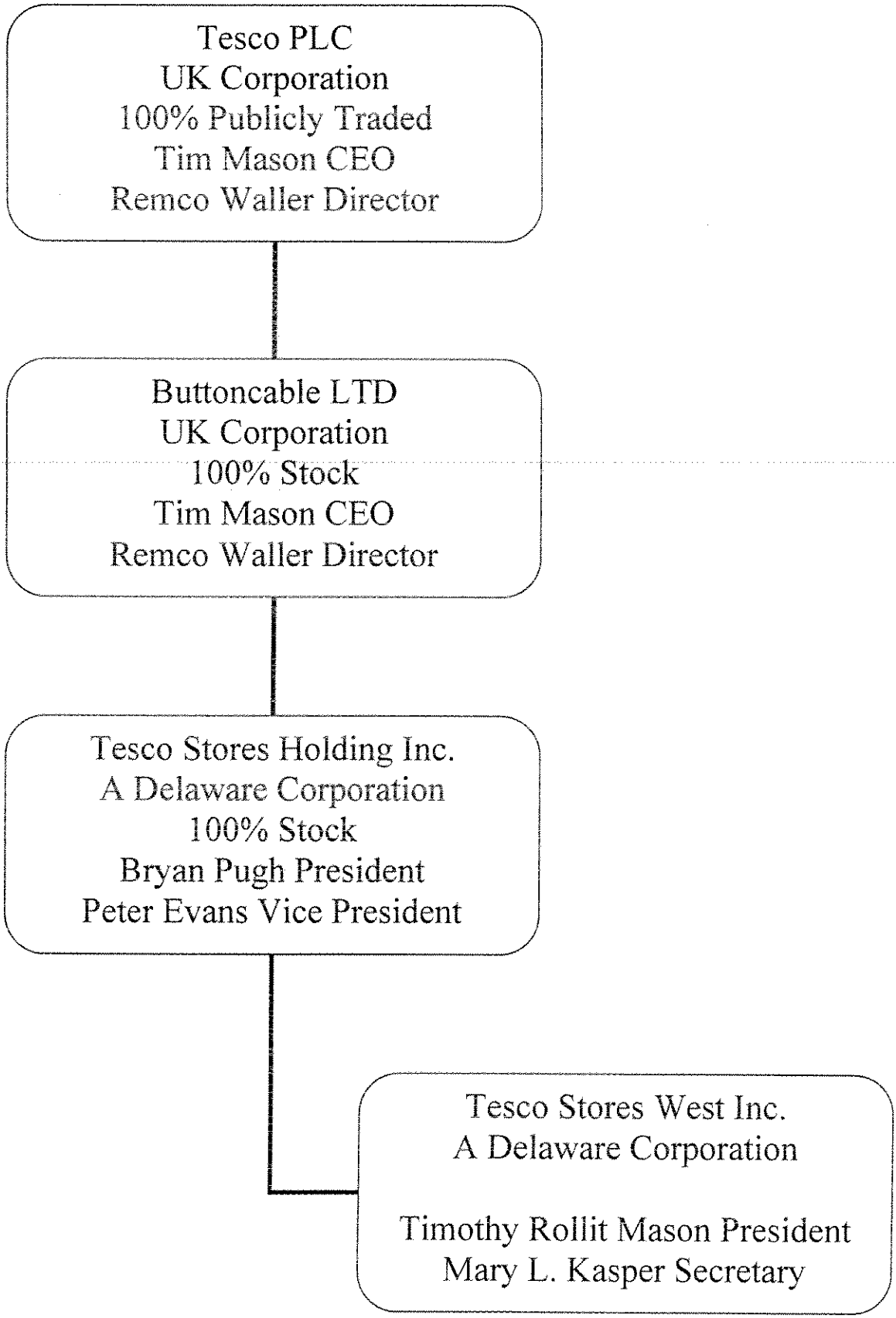
Partnership Name: (Only the first partner listed will appear on license) _____

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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



'07 JUN 15 LIQ. LIC. #1053

SECTION 7 Corporation/Limited Liability Co.:

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

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

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

1. Name of Corporation/L.L.C.: **Fresh & Easy Neighborhood Market** Inc.
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: **04/19/2006** State where Incorporated/Organized: **Delaware**
3. AZ Corporation Commission File No.: **F-1279650-8** Date authorized to do business in AZ: **04/19/2006**
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
Rollit-Mason	Timothy	John	President / CEO		
Evans	Peter	David	Vice President		
Kasper	Mary	Louise	Secretary		
Waller	Remco	Ewout	Treasurer		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

Last	First	Middle	% Owned	Residence Address	City State Zip
Tesco Stores Holdings, Inc.			100%	Delamare Road	Cheshunt, Herts UK EN8 9SL

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

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

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

2. Assignee's Name: _____
Last First Middle

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

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

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

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

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 **Person to Person Transfer:**

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

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

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

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

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

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

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

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

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

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

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

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

07 JUN 15 PM 1:17 #1058

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

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

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

SEE AMENDMENT

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: _____ ft. **(Regardless of distance)** Name of school: _____ Address _____
2. Distance to nearest church: _____ ft. **(Regardless of distance)** Name of church: _____ Address _____
3. I am the: ☒ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name **Empire Center at Coldwater Springs LLC**
   Address **6617 N. Scottsdale Rd. #101 Scottsdale, Arizona 85250**

4a. Monthly rental/lease rate $ **10,000.00** What is the remaining length of the lease? **10** yrs. **0** mos.

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

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

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

AMENDMENT

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

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

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

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

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

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

'07 JUN 15 Liq. Lic. 001053

SEE AMENDMENT

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: **5,280** ft. Name of school: **Littleton Elementary School**
   (Regardless of distance)
   Address **1252 S. Avondale Blvd. Avondale, Arizona 85323**

2. Distance to nearest church: **7,920** ft. Name of church: **La Mission Jubilee Center**
   (Regardless of distance)
   Address **1147 W. Buckeye Rd. Cashion, Arizona 85329**

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

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

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

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

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ **0**

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

SECTION 12 **Location to Location Transfer: (Bars and Liquor Stores ONLY)** '07 AUG 1 Liqr. Lic. PM 2:25

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

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

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 3,500 ft. (Regardless of distance) Name of school: Collier Elementary School
   Address 350 S. 118th Ave., Avondale
2. Distance to nearest church: _____ ft. (Regardless of distance) Name of church: _____
   Address _____
3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____
   Address _____

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

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

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

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

AMENDMENT

SECTION 14 **Restaurant, or Hotel-Motel Applicants:**

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

   _____ and license #: _____
   Last First Middle

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

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

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

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☐ Patio enclosures
   ☐ Service windows ☒ Under construction: estimated completion date **December 2007**

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

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

See Attached

'07 JUN 15 Liq. Lic. #1053

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

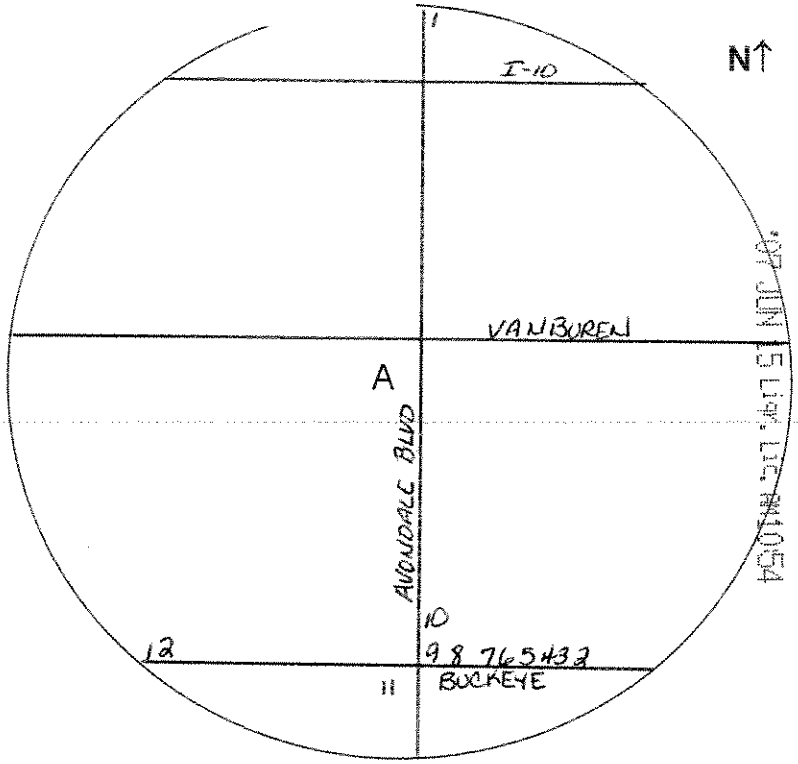
SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

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

SEE AMENDMENT

1. Mobil on the Run
2. Food Star Market
3. Mariscos la Playtas
4. Saguaro Liquor
5. Rio's Bar
6. Circle K
7. Chema's Mexican Food
8. Sun Market
9. La Mission Jubilee Center
10. Fry's
11. Littleton Elementary School
12. Fiesta Barn Beer & Wine
13.
14.
15.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

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

x Amy Nations for Randy Nations
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

12th (Day) day of June (Month) 2007 (Year)

MIRANDA BUSTAMANTE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
SEPTEMBER 24, 2007

My commission expires on:

Miranda Bustamante
(Signature of NOTARY PUBLIC)

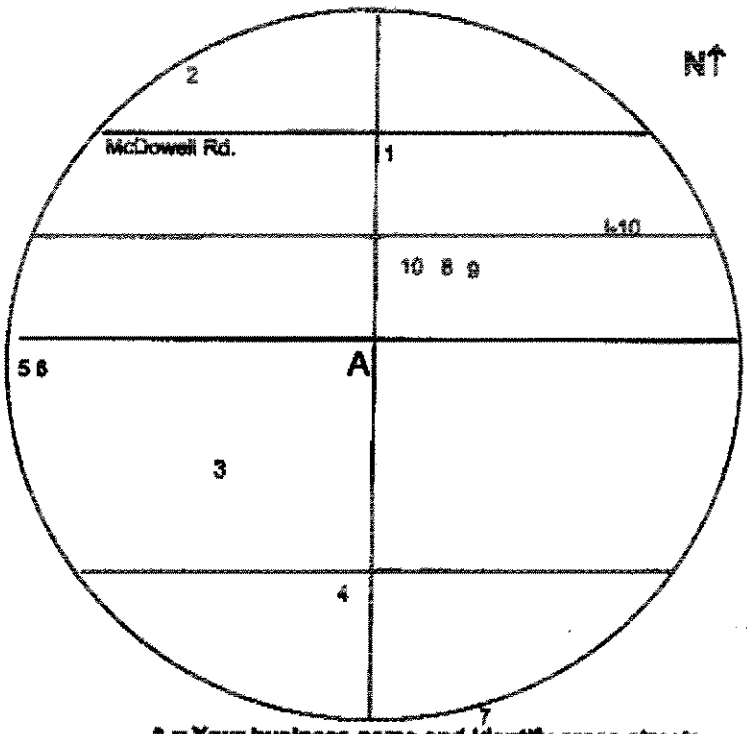
'07 AUG 1 Liq. Lic. PM 2:25

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

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

1. Mobil on the Run
2. Canyon Breeze Elementary School
3. Collier Elementary
4. Littleton Elementary
5. Coldwater Springs Golf Course
6. Coldwater Springs Restaurant
7. La Mission
8. Hilton Garden Inn
9. Hilton Homewood Suites
10. Ruby Tuesday's
11.
12.
13.
14.
15.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

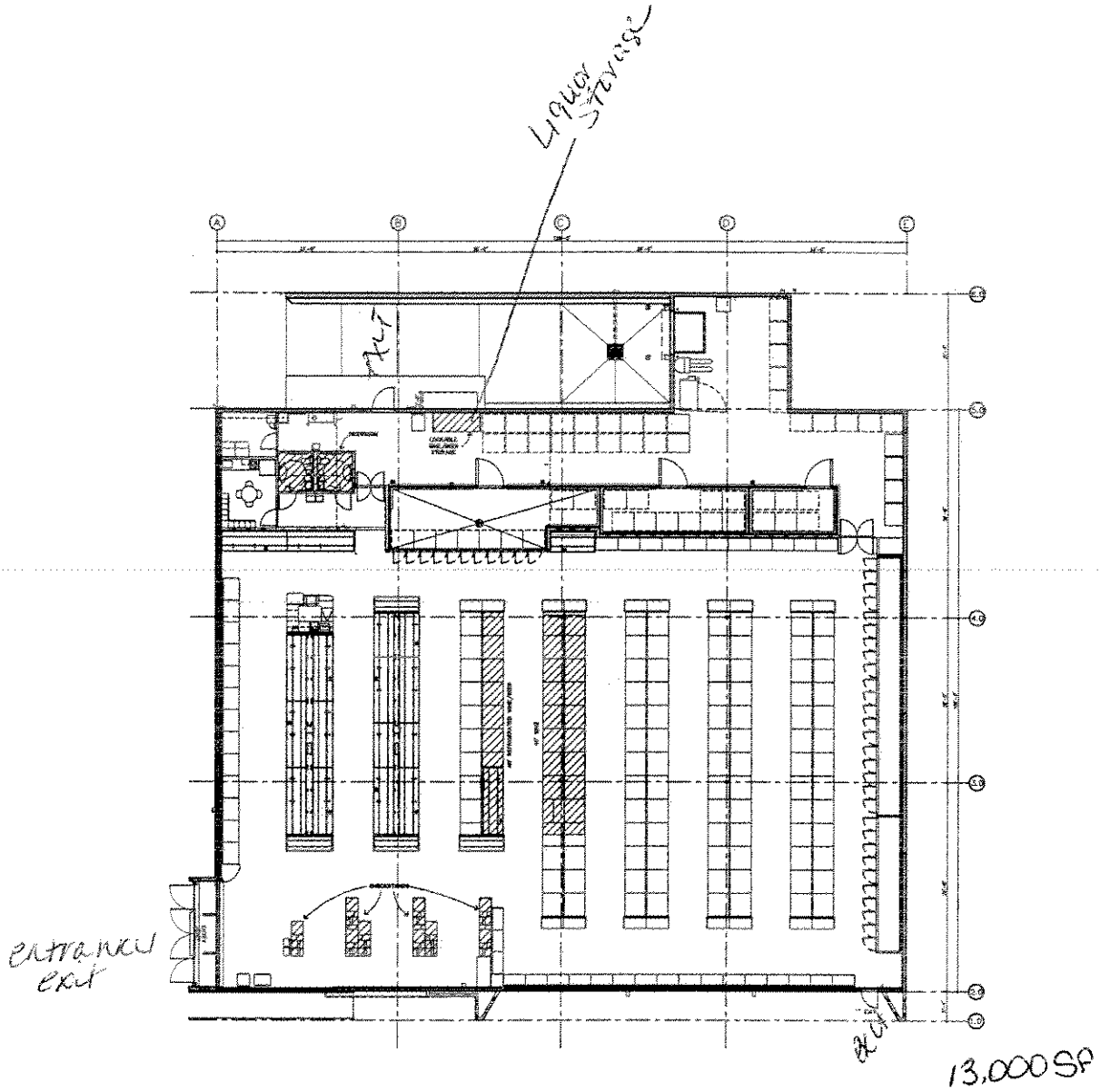
I, _____, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
(10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements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

X _____
(Signature)

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

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

AMENDMENT



'07 JUN 15 LIQ. LIC. AM10:58

NORTH

PLAN

1" = 30'-0"

sheet EX1 of job

design RWK
drawn MCP
check RWK

FRESH & EASY
SWC AVONDALE &
VAN BUREN
AVONDALE, ARIZONA

FLOOR PLAN

date 05/01/07

RKAA
Architects And Associates, Inc.
2233 East Thomas Road
Phoenix, Az. 85016-3474
(602) 955-3600 Phone
(602) 955-0486 Fax
www.rkaa.com

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # 10075429
(If the location is currently licensed)

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

1. **Check appropriate box** →

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

2. Name: Nations (Last) Randy (First) D. (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Morenci (City) Arizona (State) USA (Country (not county)) Height: 6'1 Weight: 210 Eyes: HZL Hair: Brn

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: _____

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

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 09/06/1947

8. Telephone number to contact you during business hours for any questions regarding this document. (480) 730 - 2675

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

10. Name of Licensed Premises: Fresh & Easy Neighborhood Market Premises Phone: ( ) Pend - ing

11. Licensed Premises Address: SWC Avondale Blvd. & Van Buren (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
04/93	CURRENT	President ALIC Enterprises	1811 S. Alma School Road Suite 268 Mesa, Arizona 85210

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☒YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

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

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

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

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

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

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

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, RANDY D. NATIONS, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

x Amy Nations for Randy Nations
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 12th day of June, 2007
Day Month Year

MIRANDA BUSTAMANTE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
SEPTEMBER 24, 2007

My commission expires on: _____ Day Month Year

Miranda Bus
(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

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

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

x _____
(Signature of LICENSEE/AGENT)

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

P.O. Box 2502
Chandler, Arizona 85244
(480) 730-2675 Phone (480) 730-2676 Fax

ARIZONA LIQUOR
INDUSTRY CONSULTANTS

'07 JUN 15 LIC. LIC. 08054

This addendum is written in response to questions 17, 18, 19, and 20 on the QUESTIONNAIRE.

In response to question 17, my company is currently contracted with over five hundred (500) liquor establishments statewide, not to mention those who have cancelled services since our inception in 1993. Depending on when this document is reviewed, it's possible that there may be a pending administrative citation, compliance action, arrest or summons against one of them.

In response to question 18, since I began ALIC in April of 1993, I have been associated with hundreds of liquor establishments and liquor licenses. Several of them have received citations (fines) and in some instances, a suspension. I work with the compliance officer on a regular basis acting as a representative for those who utilize my contract service. I do not however, have anything to do with the actual operation of any liquor establishment in this or any other state. Therefore, none of the violations to which I have just referred can be associated to me personally. Additionally, it would be almost impossible for me to give you a reconciliation of these violations, as I have been associated with so many licenses for so many years.

Question 19. In early 1995, I was involved in litigation over the sale of a class six (6) liquor license. The seller in this case presented documents to me, you (DLLC), and the Arizona Department of Revenue, showing him as the president of a corporation that owned a liquor license. He requested my assistance in selling this license, as I am a liquor license broker. The license was brokered and sold by me. Some weeks later I discovered that the individual selling the license on behalf of the corporation was a fraud, therefore the sale of the license illegal. After notifying the purchaser (victim), he instigated a lawsuit against both me and the escrow company used to consummate the sale of the license. The litigation against my company and me was later dropped; I did however have to pay the buyer's attorney's fees. Additionally, I prepared a felony complaint, took it to prior police associates at the Arizona Department of Public Safety and we obtained a five count Grand Jury Indictment and six year prison conviction against the fraudulent seller.

Question 20. I am currently the Administrative Agent on numerous liquor licenses throughout the State of Arizona. I have also owned liquor licenses that were purchased for resale only.

Respectfully Submitted,

Randy Nations,
President ALIC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

P1053602

QUESTIONNAIRE

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

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

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

Liquor License # 10075429
(If the location is currently licensed)

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

2. Name: Rollit Mason (Last) Timothy (First) John (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

3. Social Security Numbe _____ Drivers License #: _____ State: United Kingdom
(This Will Not Become a Part of Public Records)

4. Place of Birth: Davonshire Place (City) St. Marylebone (State) U.K. Country (not county) Height: 6'1" Weight: 210 Eyes: Hazel Hair: Brown

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phone: _____

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (310) 341 - 1270

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

10. Name of Licensed Premises: FRESH & EASY NEIGHBORHOOD MARKET Premises Phone: ( ) PENDING

11. Licensed Premises Address: SWC AVONDALE & VAN BUREN (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
Y 1981	CURRENT	Board Director Tesco Group CMO	Tesco Delamare Rd., Cheshunt Herts EN89SL England

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1/2001	1/2006	Own	Ladygrove Hunsdon Ware Herts SG 128P2 England	ENGLAND		

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☒NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

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

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

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

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

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ~~☐NO~~ *but now in process of applying for liquor licenses in States of Nevada and Californ*

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, Timothy John Rollit Mason (Print full name of Applicant), hereby declare that I am the APPLICANT filing this questionnaire.
I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____ (Signature of Applicant)

State of California County of Los Angeles
The foregoing instrument was acknowledged before me this 29th day of November, 2006 (Day, Month, Year)

My commission expires on: 18th July 2008 (Day Month Year)

Linda Harris-Boyd, Notary Public (Signature of NOTARY PUBLIC)

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

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

X _____ (Signature of LICENSEE/AGENT)

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

My commission expires on: _____ (Day Month Year)

_____ (Signature of NOTARY PUBLIC)

LINDA HARRIS-BOYD
Commission # 1501556
Notary Public - California
Los Angeles County
My Comm. Expires Jul 18, 2008

'07 JUN 15 AM 10:45 LIC. LIC.

Attachment for Timothy John Rollit-Mason

Question 20

I am currently an officer on the following liquor licenses in Arizona:

10075326	Fresh & Easy Neighborhood Market	1960 W. Baseline	Phoenix
10075320	Fresh & Easy Neighborhood Market	107th Ave. & Thomas	Avondale
10075324	Fresh & Easy Neighborhood Market	Higley & Ray	Gilbert
10075327	Fresh & Easy Neighborhood Market	9950 E. Guadalupe	Mesa
10075351	Fresh & Easy Neighborhood Market	Greenfield & Warner	Gilbert
10075348	Fresh & Easy Neighborhood Market	635 W. Indian School	Phoenix
10075344	Fresh & Easy Neighborhood Market	3131 E. Greenway	Phoenix
10075339	Fresh & Easy Neighborhood Market	Stapley & McKellips	Mesa
10075330	Fresh & Easy Neighborhood Market	1904 W. Glendale Ave	Phoenix
10075329	Fresh & Easy Neighborhood Market	9124 E. Apache Trail	Mesa
10113149	Fresh & Easy Neighborhood Market	Gantzel & Ocotillo	Queen Creek

I am also on several pending liquor license applications in this Arizona, California and Nevada.

'07 JUN 15 LIQ. LIC. 08:05

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

P1053601

QUESTIONNAIRE

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

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

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

Liquor License # 10075429
(If the location is currently licensed)

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

2. Name: Evans (Last) Peter (First) David (Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Pontypool (City) U.K. (State) Country (not county) Height: 5'11" Weight: 165 Eyes: Brown Hair: Brown

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Residence (Home) Phone _____

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

7. You are a bona fide resident of what state? California If Arizona, date of residency: N/A

8. Telephone number to contact you during business hours for any questions regarding this document. (310) 341 - 1235

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

10. Name of Licensed Premises: FRESH & EASY NEIGHBORHOOD MARKET Premises Phone: (_____) PENDING

11. Licensed Premises Address: SWC AVONDALE & VAN BUREN AVONDALE MARICOPA 85323
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1/1999	CURRENT	Vice President-Finance - Tesco USA	Tesco Delamare Rd., Cheshunt Herts EN89SL England

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
09/1996	03/2005	Own	Flat 3, 108 Greencroft Gardens, London England NW63PH	ENGLAND		

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

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

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

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

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

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

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

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

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

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ~~☐NO~~ *but now in process of applying for liquor licenses in States of Nevada and Californ*

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, Peter David Evans, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X_____
(Signature of Applicant)

State of California County of Los Angeles
The foregoing instrument was acknowledged before me this 4th day of December 2006
Day Month Year

My commission expires on: 18 July 2008
Day Month Year

Linda Harris Boyd, Notary Public
(Signature of NOTARY PUBLIC)

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

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

State of_____ County of_____
The foregoing instrument was acknowledged before me this

X_____ _____ day of_____ _____
(Signature of LICENSEE/AGENT) Day Month Year

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

LINDA HARRIS-BOYD
Commission # 1501556
Notary Public - California
Los Angeles County
My Comm. Expires Jul 18, 2008

07 JUL 15 Liq. Lic. 010

Attachment for Peter David Evans

Question 20

I am currently an officer on the following liquor licenses in Arizona:

10075326	Fresh & Easy Neighborhood Market	1960 W. Baseline	Phoenix
10075320	Fresh & Easy Neighborhood Market	107th Ave. & Thomas	Avondale
10075324	Fresh & Easy Neighborhood Market	Higley & Ray	Gilbert
10075327	Fresh & Easy Neighborhood Market	9950 E. Guadalupe	Mesa
10075351	Fresh & Easy Neighborhood Market	Greenfield & Warner	Gilbert
10075348	Fresh & Easy Neighborhood Market	635 W. Indian School	Phoenix
10075344	Fresh & Easy Neighborhood Market	3131 E. Greenway	Phoenix
10075339	Fresh & Easy Neighborhood Market	Stapley & McKellips	Mesa
10075330	Fresh & Easy Neighborhood Market	1904 W. Glendale Ave	Phoenix
10075329	Fresh & Easy Neighborhood Market	9124 E. Apache Trail	Mesa
10113149	Fresh & Easy Neighborhood Market	Gantzel & Ocotillo	Queen Creek

I am also on several pending liquor license applications in this Arizona, California and Nevada.

'07 JUN 15 PM 4:17 LIC. MI0057

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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Tucson AZ 85701-1352
(520) 628-6595

P1054553

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An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

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

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

Liquor License # 10075429
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: Kasper (Last) Mary (First) Louise (Middle) Date of Birth: **(This Will Not Become a Part of Public Records)**

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

4. Place of Birth: Los Angeles (City) California (State) USA (Country (not county)) Height: 5'4 Weight: 110 Eyes: BRN Hair: Black

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (310) 341 - 1435

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

10. Name of Licensed Premises: Fresh & Easy Neighborhood Market Premises Phone: ( ) PENDING

11. Licensed Premises Address: SWC AVONDALE & VAN BUREN (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
01/07	CURRENT	Lawyer / Corporate Secretary	Park Place Suite #200El Segundo, CA 90245 Fresh & Easy
07/97	01/07	Lawyer / Ralph's Grocery Co.	1100 W. Artesia Blvd. Compton, California 90220

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip

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

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

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

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

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

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

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

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

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

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

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

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

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

Manager Section

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

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

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

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

24. I, Mary Louise Kaspes, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

x M. L. K.
(Signature of Applicant)

State of California County of Los Angeles
The foregoing instrument was acknowledged before me this
16 day of March, 2007
Day Month Year

My commission expires on: 29 08 2010
Day Month Year

(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____

Hereby authorize the applicant to act as manager for the named liquor license.

State of_____ County of _____
The foregoing instrument was acknowledged before me this

x _____
(Signature of LICENSEE/AGENT)

_____ day of _____ _____
Day Month Year

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

Marie-Helene Pitteloud-Turner
COMM. 1690306
NOTARY PUBLIC CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Aug. 29 2010

QRS-1 QRS-1

Attachment for Mary Louise Kasper

Question 20

I am currently an officer on the following liquor licenses in Arizona:

10075326	Fresh & Easy Neighborhood Market	1960 W. Baseline	Phoenix
10075320	Fresh & Easy Neighborhood Market	107th Ave. & Thomas	Avondale
10075324	Fresh & Easy Neighborhood Market	Higley & Ray	Gilbert
10075327	Fresh & Easy Neighborhood Market	9950 E. Guadalupe	Mesa
10075351	Fresh & Easy Neighborhood Market	Greenfield & Warner	Gilbert
10075348	Fresh & Easy Neighborhood Market	635 W. Indian School	Phoenix
10075344	Fresh & Easy Neighborhood Market	3131 E. Greenway	Phoenix
10075339	Fresh & Easy Neighborhood Market	Stapley & McKellips	Mesa
10075330	Fresh & Easy Neighborhood Market	1904 W. Glendale Ave	Phoenix
10075329	Fresh & Easy Neighborhood Market	9124 E. Apache Trail	Mesa
10113149	Fresh & Easy Neighborhood Market	Gantzel & Ocotillo	Queen Creek

I am also on several pending liquor license applications in this Arizona, California and Nevada.

'07 JUN 15 Liq. Lic. #10057

P053603

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

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

Liquor License # 10075429
(If the location is currently licensed)

1. Check appropriate box → ☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☒ Officer ☐ Agent ☐ Other _____ (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager | ☐ Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Waller (Last) Remco (First) Ewout (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Voorburg (City) Netherlands (State) Country (not county) Height: 6'5" Weight: 220 lbs Eyes: Brn/Green Hair: Blonde

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (310) 341 - 1320

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

10. Name of Licensed Premises: FRESH & EASY NEIGHBORHOOD MARKET Premises Phone: ( ) PENDING

11. Licensed Premises Address: SWC AVONDALE & VAN BUREN (Street Address) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
July 2006	CURRENT	Chief Financial Officer - Tesco USA Accountable for Finance, Legal and Strategy	Tesco Delamare Rd., Cheshunt Herts EN89SL England
Sept. 2002	June 2006	Chief Financial Officer - Tesco USA Accountable for Finance and Strategy	Tesco Delamare Rd., Cheshunt Herts EN89SL England
July 2001	August 2002	International Finance Director	Tesco Delamare Rd. Cheshunt Herts EN89SL

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
09/2002	06/2006	Own	077-329 Hannam Drive, Yonoson-Gu, Seoul, South Korea 740884	SOUTH	KOREA	
10/2001	08/2002	Own	506 Grand Avenue, Musweu Miu, London, England N103BP	ENGLAND		

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

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

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

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

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

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☒NO *but now in process of applying for liquor licenses in States of Nevada and Californ*

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, Remco Ewout Waller, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X_____
(Signature of Applicant)

State of California County of Los Angeles
The foregoing instrument was acknowledged before me this
29th day of November, 2006
Day Month Year

My commission expires on: 18th July 2008
Day Month Year

Linda Harris Boyd, Notary Public
(Signature of NOTARY PUBLIC)

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

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

State of_____ County of_____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

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

LINDA HARRIS-BOYD
Commission # 1501556
Notary Public - California
Los Angeles County
My Comm. Expires Jul 18, 2008

Attachment for Remco Ewout Waller

Question 20

I am currently an officer on the following liquor licenses in Arizona:

10075326	Fresh & Easy Neighborhood Market	1960 W. Baseline	Phoenix
10075320	Fresh & Easy Neighborhood Market	107th Ave. & Thomas	Avondale
10075324	Fresh & Easy Neighborhood Market	Higley & Ray	Gilbert
10075327	Fresh & Easy Neighborhood Market	9950 E. Guadalupe	Mesa
10075351	Fresh & Easy Neighborhood Market	Greenfield & Warner	Gilbert
10075348	Fresh & Easy Neighborhood Market	635 W. Indian School	Phoenix
10075344	Fresh & Easy Neighborhood Market	3131 E. Greenway	Phoenix
10075339	Fresh & Easy Neighborhood Market	Stapley & McKellips	Mesa
10075330	Fresh & Easy Neighborhood Market	1904 W. Glendale Ave	Phoenix
10075329	Fresh & Easy Neighborhood Market	9124 E. Apache Trail	Mesa
10113149	Fresh & Easy Neighborhood Market	Gantzel & Ocotillo	Queen Creek

I am also on several pending liquor license applications in this Arizona, California and Nevada.

'07 JUN 15 Liq. Lic. 00105?

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

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

Liquor License # 10075429
(If the location is currently licensed)

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

2. Name: Pugh (Last) William (First) Bryan (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Tachikawa Air Base, Tokyo, Japan (City, State, Country (not county)) Height: 5'10" Weight: 175 Eyes: Green Hair: Brown

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (310) 341 - 1322

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

10. Name of Licensed Premises: FRESH & EASY NEIGHBORHOOD MARKET Premises Phone: ( ) PENDING

11. Licensed Premises Address: SWC AVONDALE & VAN BUREN (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1/2001	CURRENT	Chief Retail Officer Run all operations for stores	Tesco PLC (Thailand and USA) FRESH & EASY 2120 PARK PLACE #200 ELSEGUNDO, CA. 90245

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
Mar 2005	Feb 2006	Own	1221 Ocean Avenue	Santa Monica	CA	90401
Dec 2000	Mar 2005	Own	39/223 Nichada Park Nichada Thaui Bangkok Thailand 11120	THAILAND		

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

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

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

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

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

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

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

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

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

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☐YES ☒NO *but now in process of applying for liquor licenses in States of Nevada and Californ*

'07 JUN 15 LIQ. LIC.

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

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

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☒NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

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

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

24. I, William Bryan Pugh, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

X _____
(Signature of Applicant)

State of California County of Los Angeles
The foregoing instrument was acknowledged before me this
29th day of November, 2006
Day Month Year

My commission expires on: 18th July 2008
Day Month Year

Linda Harris-Boyd, Notary Public
(Signature of NOTARY PUBLIC)

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

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

State of_____ County of_____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____ _____
(Signature of LICENSEE/AGENT) Day Month Year

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

LINDA HARRIS-BOYD
Commission # 1501556
Notary Public - California
Los Angeles County
My Comm. Expires Jul 18, 2008

Attachment for William Bryan Pugh

Question 20

I am currently an officer on the following liquor licenses in Arizona:

10075326	Fresh & Easy Neighborhood Market	1960 W. Baseline	Phoenix
10075320	Fresh & Easy Neighborhood Market	107th Ave. & Thomas	Avondale
10075324	Fresh & Easy Neighborhood Market	Higley & Ray	Gilbert
10075327	Fresh & Easy Neighborhood Market	9950 E. Guadalupe	Mesa
10075351	Fresh & Easy Neighborhood Market	Greenfield & Warner	Gilbert
10075348	Fresh & Easy Neighborhood Market	635 W. Indian School	Phoenix
10075344	Fresh & Easy Neighborhood Market	3131 E. Greenway	Phoenix
10075339	Fresh & Easy Neighborhood Market	Stapley & McKellips	Mesa
10075330	Fresh & Easy Neighborhood Market	1904 W. Glendale Ave	Phoenix
10075329	Fresh & Easy Neighborhood Market	9124 E. Apache Trail	Mesa
10113149	Fresh & Easy Neighborhood Market	Gantzel & Ocotillo	Queen Creek

I am also on several pending liquor license applications in this Arizona, California and Nevada.

'07 JUN 15 Liq. Lic. 01058

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 10
- ☐ EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: FRESH & EASY NEIGHBORHOOD MARKET

ADDRESS: SWC AVONDALE BOULEVARD & VAN BUREN STREET

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

7/25/07
DATE

Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 6, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2007

DEVELOPMENT SERVICES

MEMORANDUM

DATE: July 25, 2007

TO: Linda Farris, City Clerk

PREPARED BY: Ken Galica, Planner II (623) 333-4019

SUBJECT: Series 10 Liquor License for Fresh & Easy Neighborhood Market
SWC Avondale Boulevard and Van Buren Street

The proposed site is located at the southwest corner of Avondale Boulevard and Van Buren Street on Pad 3 of the approved Coldwater Springs Promenade shopping center. Development of the site has yet to commence.

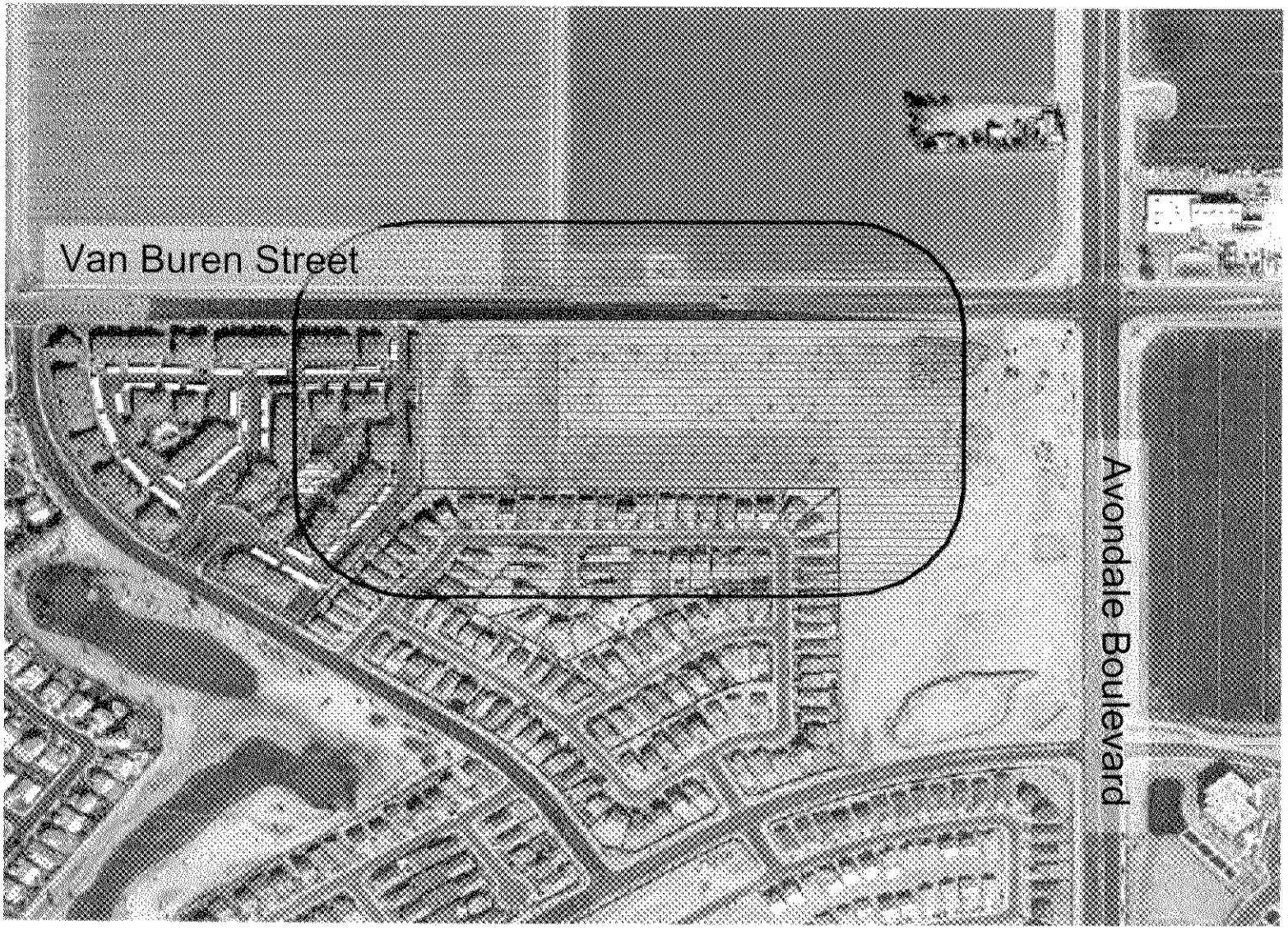
State Statute requires a minimum separation of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as Commercial. The subject property is located within the Coldwater Springs PAD (Planned Area Development). The PAD includes areas for both residential and commercial development. The southwest corner of Avondale Boulevard and Van Buren Street allows for C-2 (Community Commercial) uses. A grocery store is a permitted use in the C-2 Zoning District.

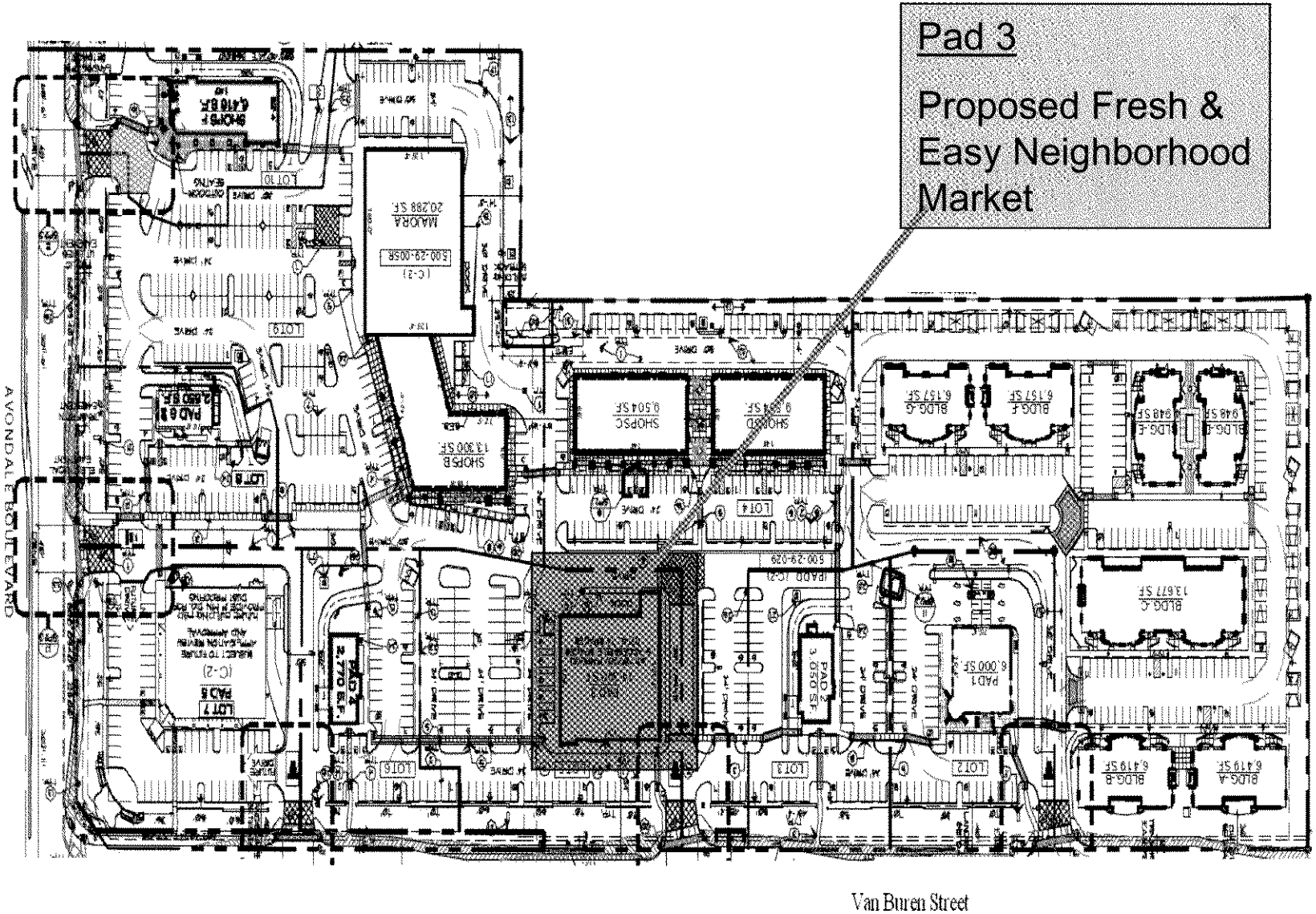
There are no zoning or separation issues with the site.

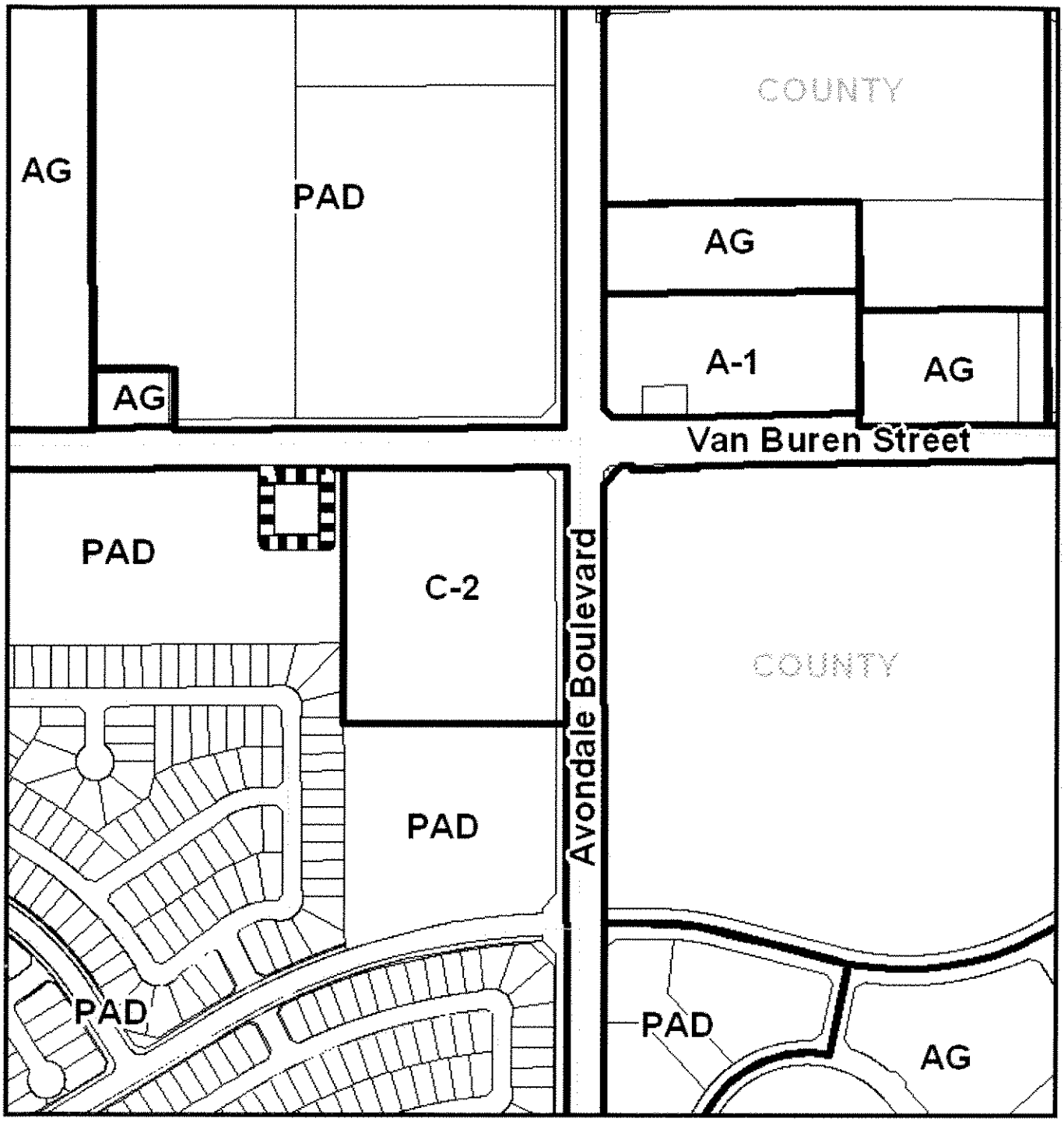
Attachment: 2006 Aerial (300 Foot Separation)
Zoning Vicinity Map
Site Plan – Coldwater Springs Promenade

2006 Aerial Photograph
Fresh & Easy Neighborhood Market – Series 10 Liquor License
300 Foot Separation Requirement



Coldwater Springs Promenade – Site Plan





Zoning Vicinity Map

Avondale

Proposed Fresh & Easy Neighborhood Market

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 10
- ☐ EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: FRESH & EASY NEIGHBORHOOD MARKET

ADDRESS: SWC AVONDALE BOULEVARD & VAN BUREN STREET

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Chief
TITLE

7/25/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 6, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 10
- ☐ EXTENSION OF PREMISES

ROUTING:

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

APPLICANT'S NAME: RANDY NATIONS

BUSINESS NAME: FRESH & EASY NEIGHBORHOOD MARKET

ADDRESS: SWC AVONDALE BOULEVARD & VAN BUREN STREET

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

DEPARTMENTAL COMMENTS:

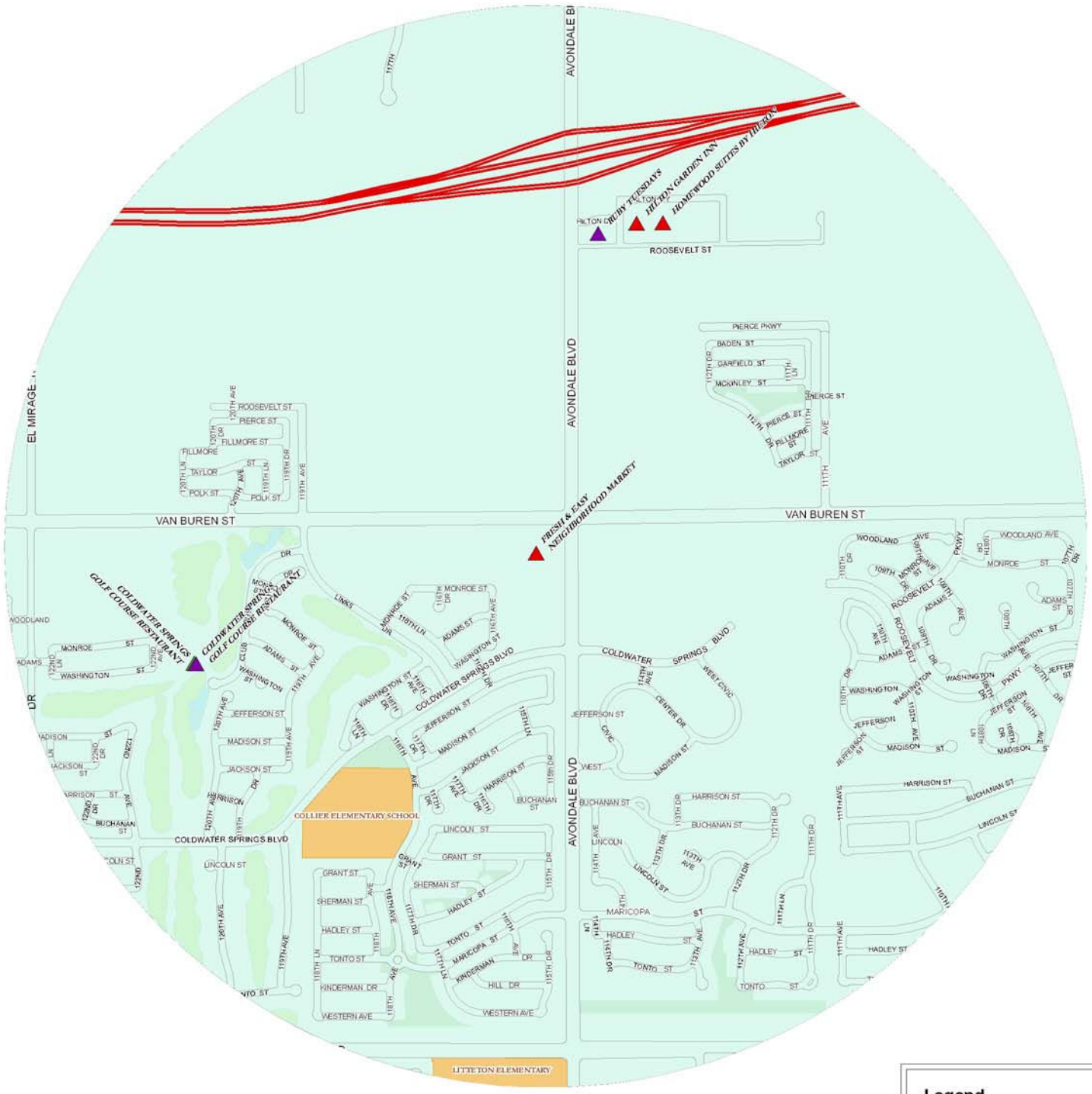
☒ APPROVED
☐ DENIED

SIGNATURE

FIRE MARSHAL
TITLE

7/24/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 6, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JULY 17, 2007



Legend

- PLACE OF WORSHIP

LIQUOR LICENSE

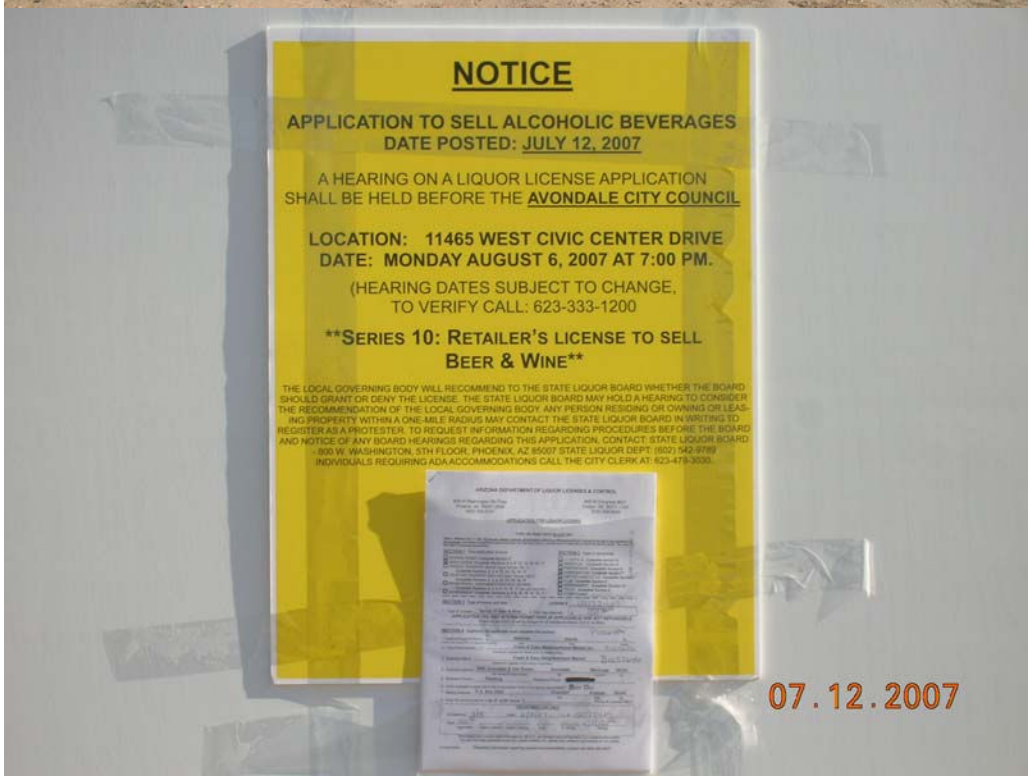
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

0 285 570 1,140 1,710 2,280 Feet

Avondale GIS Division of Water Resources

Fresh & Easy Neighborhood Market
1 Mile Buffer

07.12.2007


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JULY 12, 2007
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY AUGUST 6, 2007 AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200
**SERIES 10: RETAILER'S LICENSE TO SELL
BEER & WINE**
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-478-3030.
07.12.2007

DEVELOPMENT SERVICES

SUBJECT:
Final Plat for Avondale Commerce Center (FP-06-12)

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Scott Wilken, Senior Planner

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat approval for Avondale Commerce Center

PARCEL SIZE: 82.55 Acres

LOCATION: Northwest corner of Van Buren Street and El Mirage Road (Exhibits A and B).

APPLICANT: Mr. A. J. Wadsworth, Superior Surveying Services

OWNER: Avondale Commerce Center, LLC

BACKGROUND:

On February 22, 2005, the City Council approved a rezoning from AG and C-2 to PAD (Planned Area Development) on 79.4 acres for the Avondale Commerce Center (Z-04-01). On November 21, 2005, the PAD was expanded to include an additional 3.15 acre property at to the northern end of the development (Z-05-14). A site plan was approved by the City Council for phases I and II, which are the northern two-thirds of the property, on November 21, 2005.

SUMMARY OF REQUEST:

1. This is a request to subdivide the subject property into three lots and dedicate right-of-way for Van Buren Street, Corporate Drive, Garfield Street, El Mirage Road, and 127th Avenue.
2. An eight-foot wide Public Utility Easement (PUE) is provided adjacent to all road rights-of-way.

PARTICIPATION:

Public notification and hearing is not required for final plats

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

- The proposed plat is consistent with the approved Avondale Commerce Center Phase I and II site plan, and with the PAD development plan for Avondale Commerce Center.
- The proposed plat meets all stipulations of the site plan approval for the Avondale Commerce Center Phase I and II site plan and the Avondale Commerce Center PAD rezoning.
- The property owner has conveyed existing water rights to the City, as required by stipulation 15 of the Avondale Commerce Center rezoning.
- The property owner has paid the City one-fourth of the cost of the traffic signal installation at the intersection of Van Buren Street and El Mirage Road as required by stipulation 8 of the Avondale Commerce Center site plan approval.
- The applicant is not proposing any Covenants, Conditions, and Restrictions (CCRs) as a part of this final plat. The proposed final plat creates three lots and dedicates road rights-of-way, but does not create any

common areas, such as open space or parking, to be maintained through an instrument like CCRs. If the property is further subdivided, and CCRs are necessary, staff will review the draft CCRs as a part of that future plat.

FINDINGS:

- It is consistent with the Avondale Commerce Center PAD zoning.
- It is consistent with the master site plan showing three parcels divided by Garfield Street and Corporate Drive.
- It is in conformance with the Avondale Subdivision Regulations, Freeway Corridor Specific Plan and the Zoning Ordinance.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the proposed final plat subject to the following conditions of approval:

1. The recorded plat shall be in conformance with the final plat date stamped July 3, 2007, except as modified by these stipulations.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application FP-06-4, a request for final plat approval, subject to the stipulation recommended by staff.

ATTACHMENTS:

Click to download

- Avondale Commerce Center final plat exhibits A-D

FULL SIZE COPIES (Council Only):

Proposed Final Plat date stamped July 3, 2007.

PROJECT MANAGER:

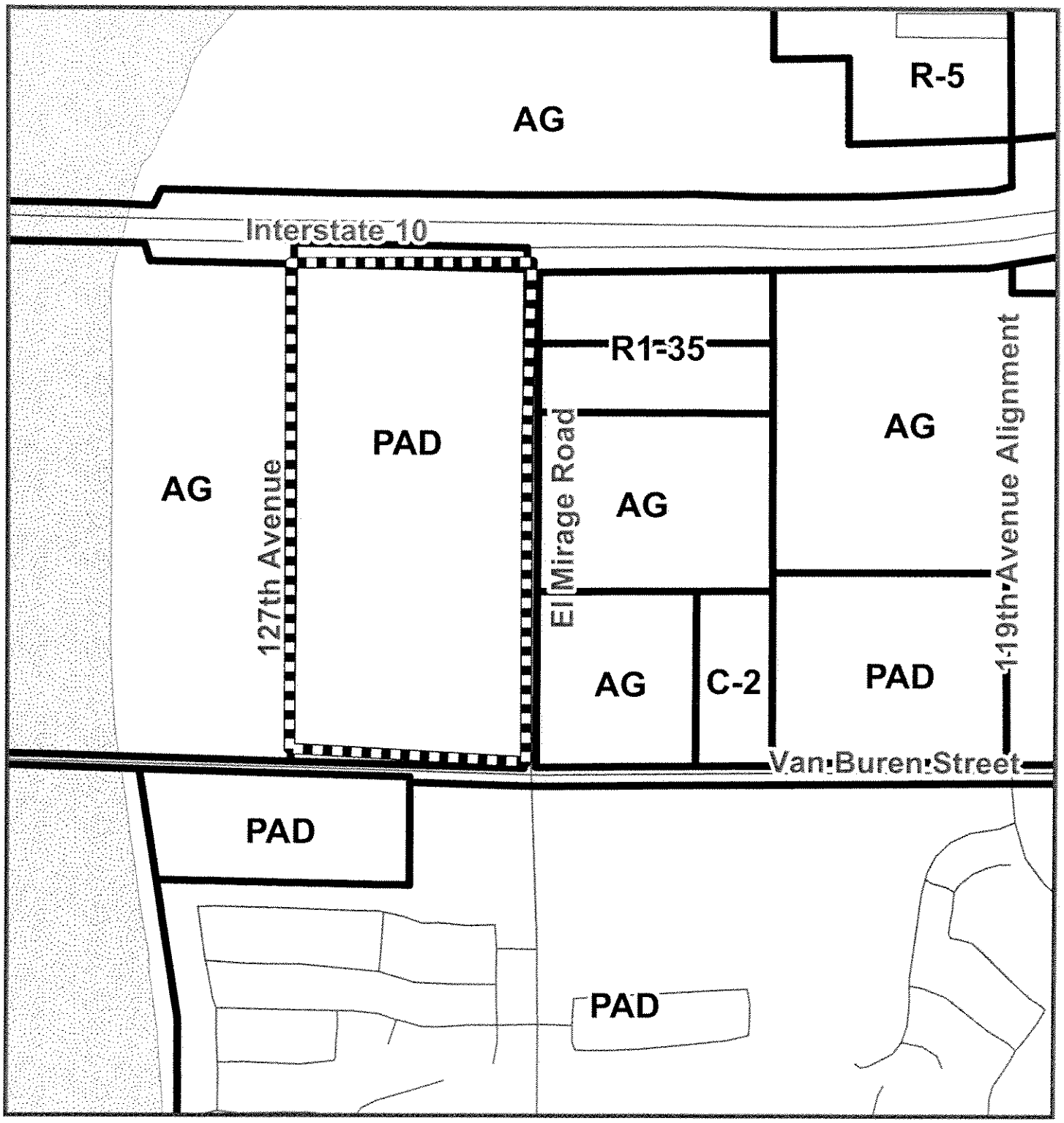
Scott Wilken, Senior Planner (623) 333-4016

FP-06-4
Avondale Commerce Center final plat

ATTACHMENTS:

Exhibit A	-	Zoning Vicinity Map
Exhibit B	-	Aerial Photo 2006
Exhibit C	-	Summary of Related Facts
Exhibit D	-	Proposed Final Plat date stamped July 3, 2007 - 8 ½" x 11"

Exhibit A

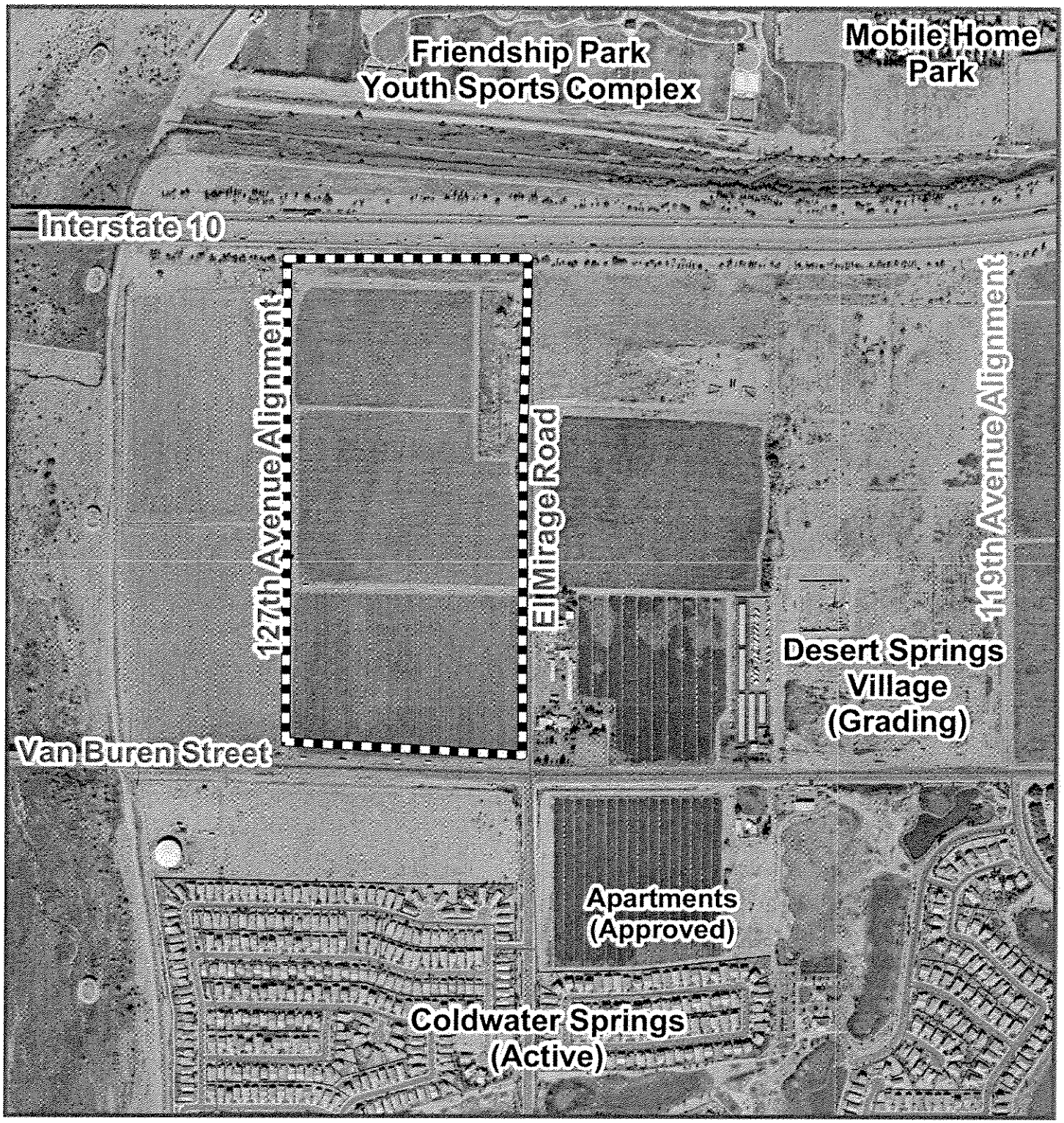


FP-06-4
Zoning Vicinity Map

Avondale

Subject Property

Exhibit B



FP-06-4
Aerial Photo 2004

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION FP-06-4

THE PROPERTY	
PARCEL SIZE	82.55 Acres
LOCATION	North of the northwest corner of El Mirage Road and Van Buren Street
PHYSICAL CHARACTERISTICS	A relatively flat, rectangular shaped property with frontage on El Mirage Road.
EXISTING LAND USE	Employment (under construction)
EXISTING ZONING	PAD
ZONING HISTORY	Rezoned from AG and C-2 to PAD on February 22, 2005
DEVELOPMENT AGREEMENT	There is no development agreement for the subject property.

SURROUNDING ZONING AND LAND USE	
NORTH	Interstate 10
EAST	AG – 2 single family residences and agricultural; R1-35 – 2 partially constructed single family residences
SOUTH	PAD – Coldwater Springs Single-Family Residential and Vacant Commercial
WEST	AG – Agricultural

GENERAL PLAN
The north approximately 32 acres is designated as Employment and the south approximately 50 acres is designated as Mixed Use on the General Plan Land Use Map.

STREETS	
El Mirage Road	
Classification	Collector north of Roosevelt Street; Arterial south of Roosevelt Street
Existing half street ROW	33 feet
Standard half street ROW	40 feet north of Roosevelt Street; 55 feet south of Roosevelt Street
Existing half street improvements	1 travel lane
Standard half street improvements	1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping north of Roosevelt Street; 2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping south of Roosevelt Street.
Van Buren Street	

Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	65 feet
Existing half street improvements	1.5 travel lanes
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
127th Avenue	
Classification	Local north of Garfield Street; Collector south of Garfield Street
Existing half street ROW	None
Standard half street ROW	30 feet north of Garfield Street; 40 feet south of Garfield Street
Existing half street improvements	None
Standard full street improvements	1 travel lane, curb and gutter, sidewalks, street lights and landscaping north of Garfield Street; 1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping south of Garfield Street.
Roosevelt Street	
Classification	Collector
Existing full street ROW	None
Standard full street ROW	60 feet
Existing full street improvements	None
Modified full street improvements	2 travel lanes, curb and gutter, sidewalks, street lights and landscaping.
Garfield Street	
Classification	Local
Existing full street ROW	None
Standard full street ROW	60 feet
Existing full street improvements	None
Standard full street improvements	2 travel lanes, curb and gutter, sidewalks, street lights and landscaping.

UTILITIES
A 16-inch waterline exists in Van Buren Street at the El Mirage Road intersection. New water lines are proposed to be extended along El Mirage Road over to 127th Avenue and back to the Van Buren Street and El Mirage Road intersection to loop the water system. A 30-inch sewer line exists at the Van Buren Street and El Mirage Road intersection. A new 10-inch sewer line is proposed to be extended along El Mirage Road to service the site and an 8-inch line extended to the northwest corner of the site to service adjacent properties.

FINAL PLAT
AVONDALE COMMERCE CENTER

A SUBDIVISION OF A PORTION OF THE EAST HALF OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

KNOWN ALL MEN BY THESE PRESENTS: THAT AVONDALE COMMERCE CENTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF AVONDALE COMMERCE CENTER A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF AVONDALE COMMERCE CENTER A COMMERCIAL SUBDIVISION AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. AVONDALE COMMERCE CENTER LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF:

AVONDALE COMMERCE CENTER LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS _____ THEREUNTO DULY AUTHORIZED.

THIS _____ DAY OF _____ 2007.

_____
[PRINT NAME HERE] [INSERT TITLE HERE], OF
AVONDALE COMMERCE CENTER LLC, AN
ARIZONA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____ 2007, PERSONALLY APPEARED _____ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED BY SELF TO BE _____ OF AVONDALE COMMERCE CENTER LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

DESCRIPTION

PARCEL NO. 1
THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 2, RUN SOUTH (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND THE NORTHEAST CORNER THEREOF;
THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 752.00 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 2 BEARS SOUTH 1784.75 FEET;
THENCE WEST 288.00 FEET;
THENCE NORTH 752.00 FEET;
THENCE EAST 288.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THE SOUTH 33 FEET THEREOF, CONVEYED TO MARICOPA COUNTY IN THE QUIT CLAIM DEED RECORDED IN BOOK 105 OF DEEDS, PAGE 363.

PARCEL NO. 2
THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, RUN SOUTH (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND THE NORTHEAST CORNER THEREOF;
THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 752.00 FEET TO A POINT FROM WHICH SOUTHEAST CORNER OF THE SAID SECTION 2 BEARS SOUTH 1784.75 FEET;
THENCE WEST 288.00 FEET;
THENCE NORTH 752.00 FEET;
THENCE EAST 288.00 FEET TO THE POINT OF BEGINNING

PARCEL NO. 3
THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, WHICH LIES SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2, SAID CORNER BEING A 5/8 INCH IRON PIN;
THENCE ALONG THE EAST – WEST MID-SECTION LINE OF SAID SECTION, NORTH 89 DEGREES 09 MINUTES 00 SECONDS WEST 80.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 0 DEGREES 17 MINUTES 58 SECONDS EAST 113.04 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 21 SECONDS WEST 1261.31 FEET (1251.43 FEET, RECORD) TO THE POINT OF ENDING ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER.

LEGEND

SET 1/2" REBAR w/ CAP 37936 (UNLESS OTHERWISE NOTED)
PROPERTY LINE

DEVELOPER

RDB MANAGEMENT & CONSTRUCTION
1617 W WILLIAMS DR
PHOENIX AZ 85027 USA
(623) 780-2929

OWNER

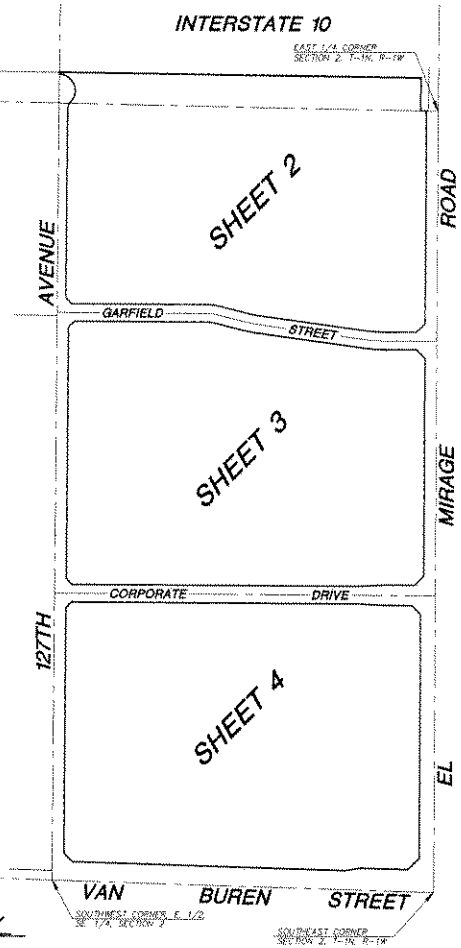
AVONDALE COMMERCE CENTER LLC
1617 W WILLIAMS DR
PHOENIX AZ 85027 USA
(623) 780-2929

FIRE MARSHAL NOTES

1. THE WATER PLANS AND FIRE FLOW WATER REPORT WERE APPROVED BASED ON THE TYPE OF CONSTRUCTION TO BE USED FOR THIS PROJECT. THE DESIGN CRITERIA FOR THE WATER MODEL IS BASED ON:
   A. BUILDINGS IN PHASE 1 BEING A MAXIMUM OF 76,053 SQ.FT., TYPE IV-A CONSTRUCTION, WITH HIGH-PILED STORAGE, AND A SPRINKLER DEMAND OF 1,626 GPM FOR A TOTAL REQUIRED FIRE FLOW OF 4,626 GPM
   B. BUILDINGS IN PHASE 2 BEING A MAXIMUM OF 30,506 SQ.FT., TYPE IV-B CONSTRUCTION, WITH NO HIGH-PILED STORAGE, AND A SPRINKLER DEMAND OF 1,543 GPM FOR A TOTAL REQUIRED FIRE FLOW OF 3,418 GPM
2. ANY CHANGES TO THE DESIGN CRITERIA WILL AFFECT THE REQUIRED FIRE FLOW AND REQUIRE A NEW WATER MODEL.
3. THE OWNER NEEDS TO INSURE COMPLIANCE WITH THE DESIGN CRITERIA DURING DESIGN AND CONSTRUCTION OF THE PROJECT.
4. THE OWNER NEEDS TO RESTRICT THE TYPE OF STORAGE AND COMMODITIES TO BE STORED IN EACH BUILDING TO STAY BELOW THE MAXIMUM DESIGNED FIRE SPRINKLER DEMAND
5. EACH PROPOSED TENANT WILL BE REQUIRED TO SUBMIT A PROPOSED STORAGE PLAN IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE CHAPTER 23. BEFORE A FIRE CODE PERMIT CAN BE APPROVED, THE STORAGE PLAN MUST BE STAMPED BY A LICENSED FIRE PROTECTION ENGINEER.
6. IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE COPIES OF THIS REVIEW TO THE OWNER, ARCHITECT, ENGINEERS, CONTRACTORS, OR ANY OTHER INTERESTED PARTY FOR THIS PROJECT.

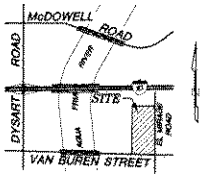
100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.



KEY MAP

NOT TO SCALE



VICINITY MAP

NOT TO SCALE

NOTES

1) ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY CAPITAL TITLE AGENCY INC. COMMITMENT NUMBER 3408035B, DATED APRIL 24, 2006
2) ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER
3) ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
4) ALL UTILITIES SHALL BE INSTALLED UNDERGROUND
5) ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION
6) NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
7) NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
8) ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF VAN BUREN STREET, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, USING A BEARING OF SOUTH 89 DEGREES 23 MINUTES 14 SECONDS EAST, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____ 2007

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2007. THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

K.J. WADSWORTH
R.L.S. 37936

37936
R.L.S.
WADSWORTH
7/2/07

EXHIBIT D
DR-05-08

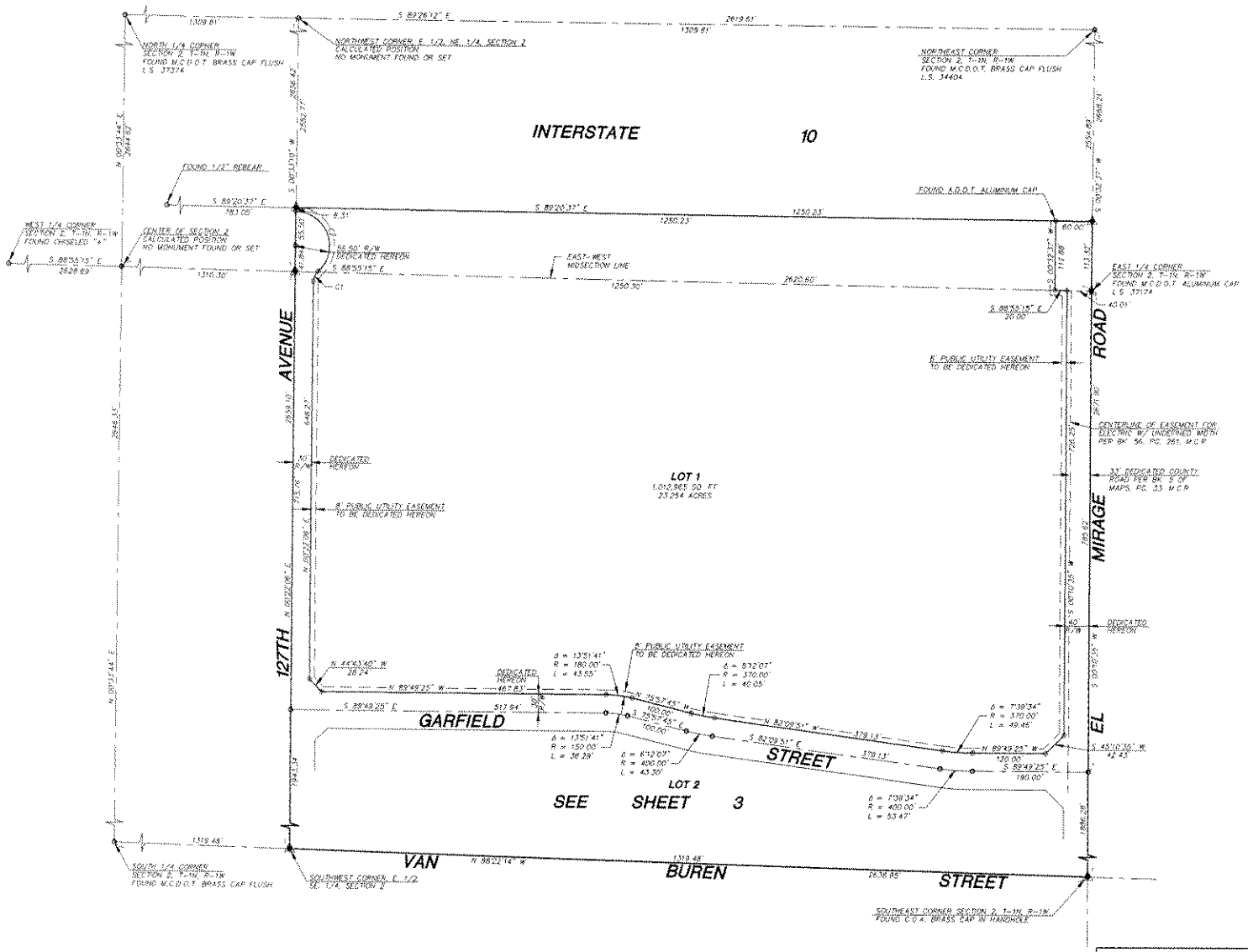
DR-05-08

Z:\DWG\260472-1.DWG

Superior Surveying Services, Inc.
Professional Land Surveying
21415 North 23rd Avenue, Phoenix, Arizona 85027
Phone (623) 869-0223 Fax (623) 869-0726

FINAL PLAT
AVONDALE COMMERCE CENTER

REVISIONS		DRW. BY	SHEET 1 OF 1
DATE	DESCRIPTION	CHK. BY	
		DATE: 7/2/07	
		JOB NO. 260472	



LEGEND

	SET 1/2" REBAR W/ CAP 37936 (UNLESS OTHERWISE NOTED)
	INDICATES CORNER OF SUBDIVISION (UNLESS OTHERWISE NOTED)
	PROPERTY LINE
A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
C.O.A.	CITY OF AVONDALE
M.C.D.O.T.	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	33.00'	47°17'33"	26.83'
C2	53.50'	33°33'31"	31.34'

DR-05-08

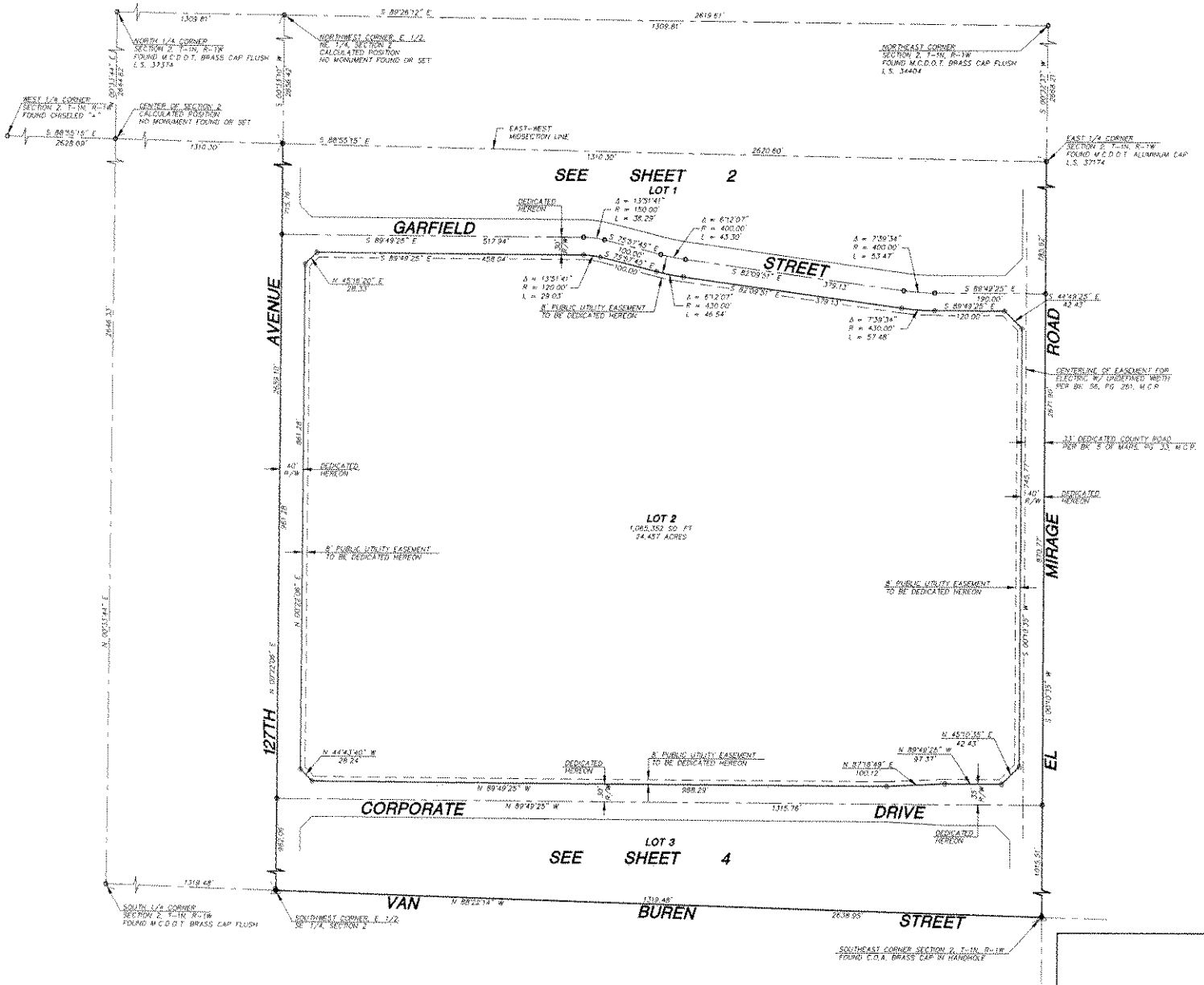
Superior Surveying Services, Inc.
Professional Land Surveying
21415 North 43rd Avenue, Phoenix, Arizona 85027
Phone (623) 869-0023 Fax (623) 869-0726

FINAL PLAT
AVONDALE COMMERCE CENTER

REVISIONS			
DATE	DESCRIPTION	DWN. BY / Chk. by	SHEET 2 OF 4
		DATE: 7/2/07	
		JOB NO. 280472	

Z:\DWG\280472-2.DWG

DR-05-08



LEGEND

- SET 1/2" REBAR W/ CAP 37936 (UNLESS OTHERWISE NOTED)
- INDICATES CORNER OF SUBDIVISION (UNLESS OTHERWISE NOTED)
- PROPERTY LINE

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
C.O.A.	CITY OF AVONDALE
M.C.D.O.T.	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY

DR-05-08

Superior Surveying Services, Inc.
Professional Land Surveying
21415 North 23rd Avenue, Phoenix, Arizona 85027
Phone (623) 862-0023 Fax (623) 869-0724

FINAL PLAT
AVONDALE COMMERCE CENTER

REVISIONS			
DATE	DESCRIPTION	DWN: GBF / CKD: KJW	SHEET 3 OF 4
		DATE: 7/2/07	
		JOB NO. 260472	

DR-05-08

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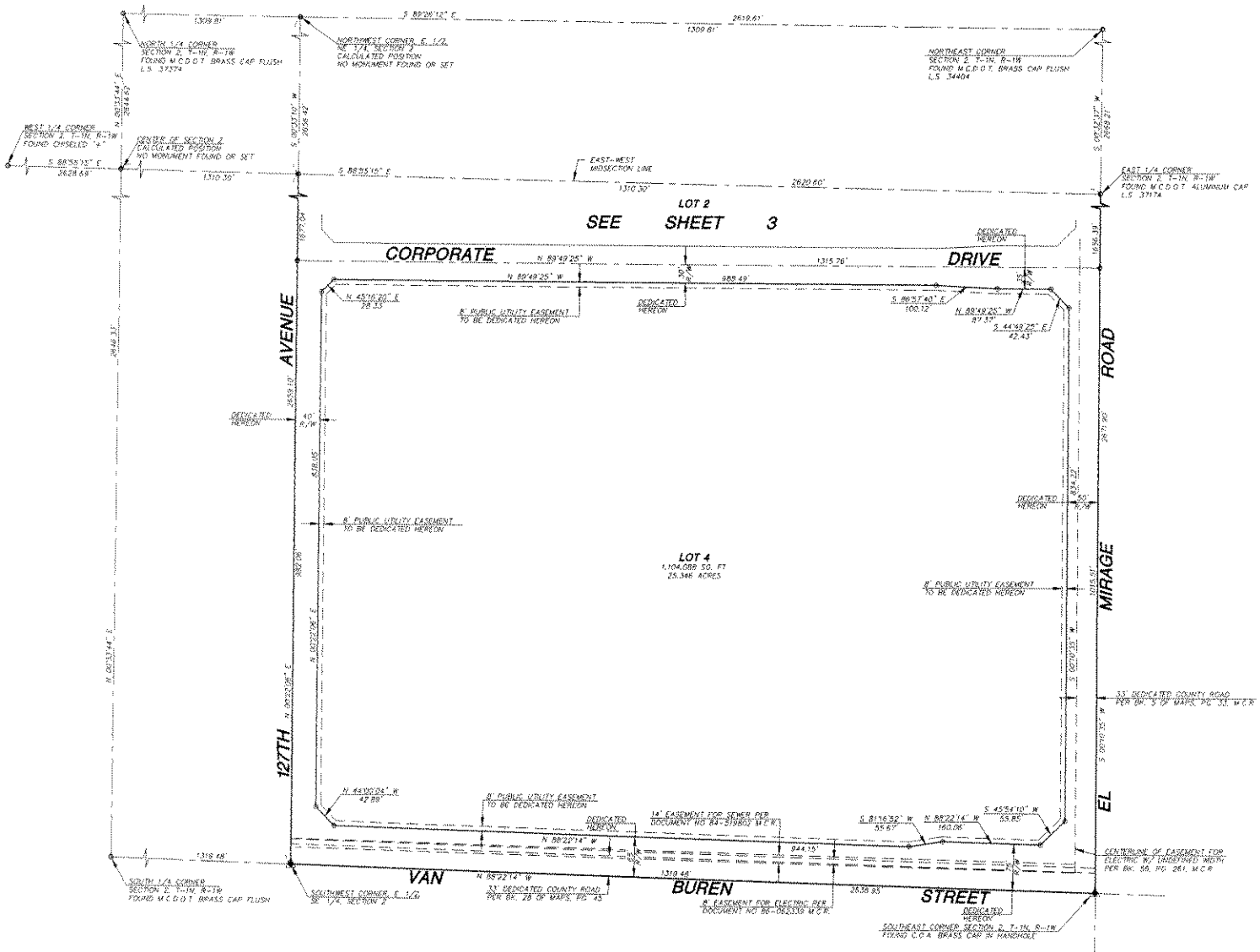

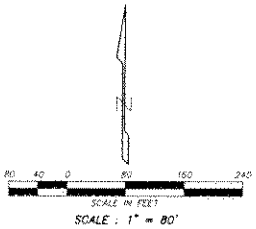

LEGEND

- SET 1/2" REBAR W/ CAP 37936 (UNLESS OTHERWISE NOTED)
- INDICATES CORNER OF SUBDIVISION (UNLESS OTHERWISE NOTED)
- PROPERTY LINE

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
BK	BOOK
PG	PAGE
C.O.A.	CITY OF AVONDALE
M.C.D.O.T.	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY

STEVEN J. WADSWORTH 1/2/07

DR-05-08

Superior Surveying Services, Inc.
Professional Land Surveying
21415 North 23rd Avenue, Phoenix, Arizona 85027
Phone (623) 869-0223 Fax (623) 869-0726

FINAL PLAT
AVONDALE COMMERCE CENTER

REVISIONS			
DATE	DESCRIPTION	DWN: SBF CHK: JLW	SHEET 4 OF 4
		DATE: 7/2/07	
		JOB NO: 260472	

DR-05-08

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CITY COUNCIL REPORT

SUBJECT:
Contract Award - Food and supplies for the Senior Meal Program

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Christopher Reams, Acting Director of Parks, Recreation & Libraries (623)333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a multi-services contract to US Foodservice and Minigrip to provide food products and goods for the City of Avondale Senior Meal Program, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

The City of Avondale issued an invitation for bid for the food and supplies for the Senior Meal Program. The solicitation was released on April 13, 2007 and all bids were due to the City on May 3, 2007. Three bid offers were received by the due date. PRLD and Procurement staff would like to award the contract jointly to US Foodservice and Mingrip as follows (based on the Invitation for Bids: Part VI – Produce Specifications): US Foodservice award items 1.1 – 9.3 Minigrip award items 7.1 and 7.2 The City of Avondale reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. After a review of all the bids, staff feels that award of the contract as outlined above is most advantageous to the City. General terms and conditions; and special terms and conditions are located in section IV and V of the Invitation for Bid. (Attached)

BUDGETARY IMPACT:

Funding for this program is available in the PRLD Senior Meal Program budget. Total annual expenditures are estimated to be $106,405. Funds spent in the amount not to exceed $106,405 will be reimbursed to the City of Avondale as part of the Area Agency on Aging (AAA) Contract.

RECOMENDATION:

Staff recommends that the City Council award a multi-services contract to US Foodservice and Minigrip to provide food products and goods for the City of Avondale Senior Meal Program, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Invitation for Bid
- Invitatoin Addendum

CITY OF AVONDALE
INVITATION FOR BID

Solicitation Title: Food and Supplies for Senior Meal Programs
Solicitation Number: PR 07-037

Specifications may be picked-up at:

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

Release Date: April 13, 2007

Non-Mandatory Prospective Bidder's Conference to be held:

April 24, 2007, 2:00 p.m. MST
Avondale City Hall
Sonoran Conference Room

Bid Due Date and Time: May 3, 2007, 3:00 p.m. MST
(Arizona is exempt from daylight savings time)

Bid Opening: May 3, 2007, 3:00 p.m. MST
(Arizona is exempt from daylight savings time)

Contract Representatives: Frances McCoy (fmccoy@avondale.org)
Mary Rogers (mrogers@avondale.org)

OFFER

To the City of Avondale:
The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and agrees to furnish Materials in compliance with: all terms, conditions and specifications in the Contract (as defined below) and at the prices included on the Price Sheet attached hereto as Exhibit B, except for any written exceptions attached hereto as Exhibit C.

Arizona Transaction (Sales) Privilege Tax License Number:_____ Federal Employer Identification Number:_____ _____ Bidder Name _____ Address _____ City State Zip Code	For Clarification of this Bid contact: Name:_____ Telephone:_____ _____ Authorized Signature for Bidder/Contractor _____ Printed Name _____ Title

ACCEPTANCE OF OFFER AND NOTICE OF AWARD (For City of Avondale Use Only)

This Offer is hereby accepted. The "Contract" between the City and the Contractor consists of the following: (i) this Bid Package, inclusive of the responsive Bid, the General Terms & Conditions, the Special Terms & Conditions and the Specifications set forth herein, (ii) any Addenda as acknowledged by the Contractor on the form attached hereto as Exhibit A, (iii) Price Sheet attached hereto as Exhibit B, (iv) Bidder Exceptions to Specifications attached hereto as Exhibit C (v) this Acceptance of Offer and Notice of Award. The Contractor is now bound to provide the Materials as set forth in this Contract. The Contractor shall not commence any billable work or provide any Materials under this Contract until Contractor receives an executed Purchase Order from the City.

CITY OF AVONDALE, an Arizona municipal corporation: By:_____ Charlie McClendon, City Manager Effective Date:_____ _____ CC _____ Contract Number _____ Official File	ATTEST: By:_____ Linda M. Farris, City Clerk APPROVED AS TO FORM: _____ Andrew J. McGuire, City Attorney

PART I
INTRODUCTION

The City of Avondale is seeking competitive sealed bids from food distributors to supply Materials (as defined herein) for the Senior Meal Program.

Senior Services for the City of Avondale prepares and serves 17,500 annual congregate meals and 17,000 annual home delivered meals to seniors 60 and over in the Tri-City area. These meals must meet at least 1/3 the Recommended Dietary Allowance with at least 90% of the meals served hot. Each meal must consist of: 3 ounces of cooked protein, 2 one-half servings of fruits and vegetables, 1 serving enriched or whole grain and grain alternates, 1 one-half cup dessert and 1 milk serving. Baked desserts (cake, pie, cookies) may only be served once a week – fruit will be considered as dessert.

In accordance with City of Avondale (the "City") Procurement Code, competitive sealed bids for Materials (as herein defined) will be received by the City Clerk at the specified location until the date and time cited above. Bids shall be in the actual possession of the City Clerk on or prior to the exact date and time indicated above. Late Bids will not be considered, except as provided in the City Procurement Code. ***Bids shall be submitted in a sealed envelope with the Invitation for Bid title, solicitation number and the Bidder's name and address clearly indicated on the front of the envelope***. All Bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package (this "Bid Package"). Offers received by the correct Bid Due Date and Time shall be publicly opened and the Bid price read aloud at the Bid Opening.

PART II
DEFINITIONS

2.1 Definitions. For purposes of this Solicitation, the following definitions shall apply:

"*Bid*" means a bid or quotation submitted by a Bidder in response to an Invitation for Bid ("IFB") or Request for Proposals ("RFP").

"*Bid Due Date and Time*" means the date and time set forth in the solicitation for the City Clerk to be in actual possession of the sealed Bids.

"*Bid Opening*" means the date and time set forth in the solicitation for opening of sealed bids.

"*Bid Package*" means all documents, including those attached or incorporated by reference, utilized for soliciting Invitations for Bid in accordance with the City Procurement Code.

"*Bidder*" means any person or firm submitting a competitive Bid in response to a solicitation such as an IFB or an RFP.

"*Brand name or approved alternate specification*" means a specification that (i) uses one or more manufacturer's names or catalogue numbers to describe the standard of quality, performance and other characteristics needed to meet City requirements and (ii) provides for the submission of equivalent products.

"*Days*" means calendar days unless otherwise specified.

"*City*" means the City of Avondale.

"*City Procurement Code*" means the City of Avondale Procurement Code, as amended from time to time.

"*Confidential Information*" means that portion of a bid, proposal, offer, specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information shall be so identified wherever it appears.

"*Contract*" means all types of City agreements, regardless of what they may be called, for the procurement of materials and services, the demolition or construction of public facilities, or the acquisition and disposal of real and personal property.

"*Contractor*" means the individual, partnership, or corporation who, as a result of the competitive bidding process, is awarded a Contract for materials or services by the City.

"*Contract Representative*" means the City employee or employees who have specifically been designated to act as a contact person or persons to the Bidders and/or Contractor, and responsible for monitoring and overseeing the Contractor's performance under the Contract.

"*Cooperative Purchasing*" means procurement conducted by, or on behalf of, more than one public procurement unit.

"*Invitation for Bids*" means all documents, including those attached or incorporated by reference, utilized for soliciting Bids in accordance with the provisions of the City Procurement Code.

"*Material*s" means all commodities, products, supplies and equipment as set forth in Exhibit B, attached hereto and incorporated by reference.

"*Multiple Award*" means an award of an indefinite quantity Contract for one or more similar products, commodities or services to more than one Bidder.

"*Nonexpendable Materials*" means all tangible materials that have a probable useful life of more than one year.

"*Price*" means the total expenditure for a defined quantity of a commodity or service.

"*Procurement Agent*" means the City Manager or authorized designee.

"*Proposal*" means a written offer, solicited or unsolicited, for consideration as a basis for awarding or modifying a Contract.

"*Request for Proposal*" means all documents, including those attached or incorporated by reference, utilized for soliciting proposals in accordance with the City Procurement Code.

"*Solicitation*" means a request by the City for participation in a competitive bid process such as an IFB or an RFP.

"*Specification*" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or service item. The term may include a description of any requirements for inspecting, testing, or preparing a supply, or service item for delivery.

"*Vendor*" means any firms, entities or individuals desiring to prepare a responsive Bid in response to a Solicitation.

PART III
BIDDING; AWARD OF CONTRACT

3.1 Preparation/Submission of Bid. Contractor shall review its Bid submission to assure the following requirements are met.

A. Bidders shall provide each of the following to be considered a responsive Bid:

i. One (1) **original** and one (1) copy of a fully completed Bid.

ii. An **original** signed Offer to this Bid (attached hereto as Page 1 and incorporated herein by reference), executed by a person authorized to bind the Bidder.

iii. An executed Acknowledgement of Addenda, attached hereto as Exhibit A and incorporated herein by reference, if necessary.

iv. A fully completed Pricing Sheet, as set forth in Exhibit B.

v. One (1) compact disc of a completed Pricing Sheet, as set forth in Exhibit B.

vi. A completed listing of references, as set forth in Part VII of this Bid Package.

vii. Copies of all relevant licenses as more particularly set forth in Part VIII of this Bid Package.

B. It is the responsibility of all Bidders to (i) examine the entire Bid Package, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Bid and (iv) submit the entire, completed Bid Package by the official Bid Due Date and Time. Negligence in preparing a Bid confers no right of withdrawal after the Bid Opening, except as provided in the City Procurement Code.

C. All Bids shall be sealed and clearly marked with the Solicitation title and number on the lower left hand corner of the mailing envelope. Return address must also appear on the sealed Bid.

D. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323 or hand-delivered to the City Clerk's office.

E. All Bids shall be on the forms provided in this Bid Package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram Bids will not be considered.

F. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

G. No Bid shall be altered, amended or withdrawn after the specified Bid Due Date and Time, subject to the provisions of the City Procurement Code.

H. Bid prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

I. Bidders are reminded that the Specifications stated in this Solicitation are the minimum levels required and that Bids submitted must be for Materials that meet or exceed the minimum level of all features specifically listed in this Solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

J. All Materials offered in the Bid shall be new or fresh and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all Specifications and requirements as set forth in this Bid Package.

K. Bids submitted for Materials considered by a Bidder to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered non-responsive and rejected. The City shall be the sole judge as to the acceptability of alternate products offered.

3.2 Demonstration Materials/Samples. All Bidders are hereby notified that demonstration samples of the Materials offered shall be made available in the City. The City shall arrange a time and place for product or equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City. Non-returnable samples of Nonexpendable Materials shall be provided to the City upon request.

3.3 Inquiries. Any question related to the Bid Package shall be directed to the Contract Representative whose name appears on the cover page of this Bid Package. Questions shall be submitted in writing. Any correspondence related to the Bid Package shall refer to the appropriate Solicitation title and number, page and paragraph. However, the Bidder shall not place the Solicitation number and title on the outside of any envelope containing questions because such an envelope may be identified as a sealed Bid and may not be opened until after the Bid Opening.

3.4 Prospective Bidders' Conference. A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this Bid Package. The purpose of this conference will be to clarify the contents of this Bid Package in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this Bid Package 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 Bid Package. Oral statements or instructions will not constitute an amendment or addendum to this Bid Package.

3.5 Late Bids. Late Bids will not be considered, except as provided by the City Procurement Code. A Bidder submitting a late Bid shall be so notified.

3.6 Withdrawal of Bid. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may withdraw its Bid. Facsimile or mailgram Bid withdrawals will not be considered.

3.7 Amendment of Bid. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend its Bid. Facsimile or mailgram Bid amendments will not be considered.

3.8 Payment; Discounts. Any Bid 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 Bid price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Pricing Sheet attached hereto as Exhibit B.

3.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

3.10 Cost of Bid/Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this Solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Bidder is responsible for all costs incurred in responding to this Solicitation. All materials and documents submitted in response to this Solicitation become the property of the City and will not be returned.

3.11 Public Record. All Bids shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

3.12 Confidential Information.

A. If a Vendor or Bidder believes that a Bid, Proposal, Specification, or protest contains information that should be withheld, a statement advising the Contract Representative of this fact shall accompany the submission and the information shall be identified.

B. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Contract Representative makes a written determination.

C. The Contract Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the Contract Representative determines to disclose the information, the Contract Representative shall inform the Vendor or Bidder in writing of such determination.

3.13 Vendor Registration. Prior to the award of the Contract, the successful Bidder shall have a completed Request for Vendor Number on file with the City Financial Services Department.

3.14 Certification. By submitting a Bid, the Bidder certifies:

A. The submission of the Bid 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 Bid. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contracts and the Bidder may be debarred from further bidding in the City.

3.15 Award of Contract.

A. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

B. The evaluation of this Bid will be based on, but not limited to, the following: (i) compliance with Specifications, (ii) price and (iii) determination of responsibility.

C. Notwithstanding any other provision of this Bid Package, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Bids or portions thereof and (iii) reissue a Bid Package.

D. A Bid is an offer to contract with the City based upon the terms, conditions and specifications contained in this Bid Package and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications is modified by an addendum or Contract amendment. Bids become Contracts when they are executed in writing by the City and issued together with a Notice of Award. For the purposes of this Solicitation, Contract shall mean the legal agreement executed between the City and the Contractor as a result of a successful Bid after a competitive bidding process.

3.16 Purchase Order. Within 45 days of the City's execution of the Acceptance of Offer and Notice of Award, the City may issue a written Purchase Order. The Purchase Order shall stipulate the actual Contract start date, the Contract duration and the Contract completion date. The time required for the Contractor to obtain permits and licenses shall be included in the Contract duration and shall not be justification for a delay claim by the Contractor.

3.17 Protests. Any interested party may protest a Solicitation issued by the City, or the proposed award, or the award of a Contract. All protests will be considered in accordance with the City Procurement Code.

PART IV
GENERAL TERMS AND CONDTIONS

4.1. Deliveries. Time is of the essence for all purchase orders placed under this Contract. The City reserves the right to cancel and reject the goods upon default by Contractor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the face of the purchase order. Contractor shall provide the City with any requested scheduling information and a proposed schedule for delivery of the Materials. Contractor shall comply with instructions given by the City, including any decision to suspend, delay or accelerate delivery of the Materials.

4.2 Multiple Awards. The City reserves the right to award Contracts to multiple Contractors. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make Multiple Awards should be taken into consideration by each potential Contractor. This Contract is awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like Materials from another source when necessary.

4.3 Quantities. The quantity of Materials ordered must not be exceeded or reduced without the Contract Representative's permission in writing except in conformity with acknowledged industry tolerances.

4.4 Inspection. All Materials are subject to inspection and test at place of manufacture, the destination or at both places by the Contract Representative. Materials failing to meet the requirements of this order will be held at Contractor's risk, and may be returned to Contractor with costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses to the responsibility of the Contractor. The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or subcontractor that is related to the performance of this Contract. Upon discovery of non-conforming Materials, the City may elect to do any or all of the following by written notice to the Contractor:

A. Waive the non-conformance.

B. Bring Materials into compliance and withhold the cost of same from any payments due to the Contractor.

4.5 Risk of Loss.

A. Contractor shall retain title and control of the Materials until they are delivered to and accepted by the City. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage to the Materials shall be filed by the Contractor. The City will notify the Contractor promptly of any damaged Materials and shall assist in the Contractor arranging for inspection.

B. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to the Materials, prior to delivery to and acceptance by the City. Contractor shall (i) be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the

City and other contractors resulting from the acts or omissions of its subcontractors, employees, agents and representatives sub-contactors and (ii) pay the full costs of repair or replacement of any said damage.

4.6 Specification Changes. The City shall have the right, by a written change order, to make changes from time to time in the Materials to be furnished by the Contractor. If such changes cause an increase or decrease in the amount due under the purchase order, or in the time required for its performance, an acceptable adjustment shall be made and the purchase order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Nothing in this Contract shall relieve the Contractor from proceeding without delay in the performance of the purchase order as changed.

4.7 Warranties. Contractor warrants to the City that all Materials furnished shall be new or fresh unless otherwise specified and agreed to by the City. If at any time the Materials are or were not in conformance with original or amended Specifications, then the Contractor shall, upon written notice from the City, immediately replace or repair such defective or non-conforming Materials at no cost to the City.

4.8 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

4.9 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

4.10 Product Discontinuance. In the event that any Materials are discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

A. A formal announcement from the manufacturer that a Material or Service has been discontinued.

B. Documentation from the manufacturer that names the proposed replacement product or model of a Material or Service.

C. Documentation that provides clear and convincing evidence that the proposed replacement meets or exceeds all Specifications required by the original Solicitation.

D. Documentation that provides clear and convincing evidence that the proposed replacement will be compatible with all the functions or uses of the discontinued Material or Service.

E. Documentation confirming that the price for the proposed replacement is the same as or less than the discontinued Material or Service.

4.11 Packaging. Bids shall be for Materials on which the original manufacturer's packaging has not been altered in any way. Throughout the Contract term, the City reserves the right to reject any altered Materials.

4.12 Brand Names. Any manufacturer's names, trade names, brand names or catalog numbers used in the Specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Bidders but are intended to establish the quality, design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered.

4.13 Liens. All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

4.14 Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with its obligations under this Contract. Payment shall be made within 30 days of the City's receipt of Contractor's verified request. Payment shall not constitute acceptance of the Materials by the City.

4.15 Delay by Contractor. Delays in the performance of the Contract by Contractor shall be excused only when due to causes beyond the control of the Contractor such as a force majeure as set forth in Section 4.31 below; provided, the Contractor shall notify the City in writing within 48 hours of any circumstance or event which Contractor believes may justify an extension of time.

4.16 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to provide the Materials as set forth in this Contract. The City has no obligation to provide tools, equipment or materials to Contractor.

4.17 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the services or Materials herein specified, including the following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration ("OSHA") standards.

4.18 Applicable Law; Venue. In the performance of this Contract, Contractor 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 Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.

4.19 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract 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 Contract will promptly be physically amended to make such insertion or correction.

4.20 Severability. The provisions of this Contract 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 Contract which may remain in effect without the invalid provision or application.

4.21 Termination; Cancellation.

A. For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all Materials provided to and accepted by the City as of the termination date.

B. For Cause. This Contract may be terminated be either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Contract'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 Contractor for all Materials provided to and accepted by the City as of the termination date.

C. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract 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 Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor to any other party of the Contract with respect to the subject matter of the Contract.

D. Gratuities. The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City for the purpose of securing this Contract. In the event this Contract 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 Contractor an amount equal to 150% of the gratuity.

4.22 Contract Amendments: This Contract may be modified only by a written Contract Amendment approved by the City and signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor. Purchase orders may be amended by the City upon notice to the Contractor, which notice shall be confirmed in writing within 10 days of the amendment.

4.23 Relationship of 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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Contract.

4.24 Interpretation; Parol Evidence. This Contract 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 Contract are hereby revoked and superseded by this Contract. 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 Contract. This Contract 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 Contract. 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 Contract.

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

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

4.27 Rights and Remedies. No provision in this Contract 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 Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Materials, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

4.28 Indemnification. To the fullest extent permitted by law, the Contractor 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, services or Materials provided by the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. 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.

4.29 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract 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.

4.30 Confidentiality of Records. The Contractor 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 Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

4.31 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or sent via U.S. Mail, Certified-Return Receipt and shall make a specific reference to this subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.32 Right to Audit Records. The City may, at reasonable times and places, audit the books and records of the Contractor as related to this Contract.

PART V
SPECIAL TERMS AND CONDITIONS

5.1 Purpose. To establish a two-year contract for the provision of Materials for the City of Avondale's senior meal program.

5.2 Offer Acceptance Period. In order to allow for an adequate evaluation, the City requires a Bid to be valid and irrevocable for 90 days after the Bid Opening.

5.3 Estimated Quantities. The quantities listed are estimates and the City reserves the right to increase or decrease any quantities actually acquired. Items will be ordered as needed in varying quantities.

5.4 Cooperative Purchasing. This Contract shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the Vendor must be in agreement with the cooperative transaction. Any orders placed to the successful Vendor 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.

5.5 Term of Contract. The term of this Contract shall commence on the date it is fully executed by the City, unless a different effective date is set forth herein and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.

5.6 Option to Extend. By mutual written contract amendment, the City may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Procurement Office of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

5.7 Escalation. Request for reasonable price adjustments may be submitted after the Contract has been in effect for 90 days and may be requested quarterly. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity and may not exceed four (4) percent. Increases are subject to approval in writing by the Procurement Agent prior to any adjusted invoicing being submitted for payment.

5.8 Shipping Terms. Prices shall be Freight on Board to the delivery location of: Avondale Community Center, 1007 South 3rd Street, Avondale, Arizona 85323.

5.9 Delivery.

A. Contractor shall provide delivery to the following location:

Avondale Community Center
1007 South 3rd Street,
Avondale, Arizona 85323

B. Delivery shall be made on the date set forth in the purchase order; no delivery date shall be less than fourteen (14) days prior to the date of a purchase order. Notwithstanding the provisions of subsection 4.1 of the General Terms & Conditions to the contrary, a purchase order may be issued up to 45 days from the date of the notice of award.

C. Delivery temperature of frozen and chilled foods shall be in accordance with the Association of Food and Drug Officials (AFDO) Code as recommended by the Food and Drug Administration (FDA).

D. Product expiration date shall be 10 to 14 days past the delivery date. Products delivered with less than 10 days past the delivery date may be subject to return if the product becomes out of date.

E. All deliveries will be made between 12:00 pm and 4:30 pm unless special arrangements are made.

5.10 Contractor's Facilities. Contractor's buildings, fixtures, and other physical facilities used to supply food shall be maintained in a sanitary condition and shall be kept in repair sufficient to prevent food from becoming adulterated.

PART VI
PRODUCT SPECIFICATIONS

The following is a core list of products anticipated to be used in the food program. The City reserves the right to add or delete items as needed.

1.0 DAIRY

1.1 Cheese, American Yellow Sliced 120 ct

1.2 Cheese, Cheddar Yellow Regular Shred

1.3 Cheese, Cheddar Monterey Jack Fancy Shred 50/50

1.4 Cream, Heavy Whipping 36%

1.5 Egg, Whole, Peeled, Hard Cooked, 20 lb

1.6 Egg, Whole In Shell Medium White Grade, AA Fresh, Dozen

1.7 Ice Cream Cup, Vanilla, 4 oz

1.8 Margarine, Spread Whipped, 5 gr

1.9 Milk, Low Fat 2%, gallon

1.10 Milk, Low Fat 2% Homogenized Squat Carton, .5 pt

2.0 MEAT

2.1 Beef, Ground 81/19 Bulk Frozen Raw, 5 lb

2.2 Beef, Ground 81/19 Bulk Frozen Raw, 10 lb

2.3 Beef, Patty Chuck Packaged

2.4 Beef, Chuck Shoulder Clod Choice 20# avg.

2.5 Beef, Tripe Scalded, 60# avg,

2.6 Hot Dog, All-Meat Roller Grill 4:1 6 In.

2.7 Pork, Steak, Cubed, Homestyle

3.0 FISH

3.1 Pollock, Fillet 4-6 oz or equivalent

3.2 Fish Fillet, breaded, 3 oz

4.0 POULTRY

4.1 Chicken, Leg Quarter, 2.5 lbs

4.2 Chicken, Dark & White Diced .5", 10 lbs

4.3 Chicken, Nugget, Breaded, .75 oz Breast

4.4 Chicken, Patty, Breaded, Breast, Cooked, Frozen, 3 oz

5.0 FROZEN

5.1 Juice, Orange 100%, Cup, .5 pt

5.2 Bean, Green Cut, Grade A

5.3 Broccoli, Cut, Frozen

5.4 Carrot, Diced Frozen

5.5 Cauliflower, Frozen, 2 lb bag

5.6 Corn, Cut Frozen

5.7 Peas, Green Frozen

5.8 Potato, French-fry, Grade A, Frozen

5.9 Bread, Garlic Loaf, Roasted, 10 oz

5.10 Bread, Pullman Wheat, Sliced, Frozen, 2 lbs

5.11 Bun, Hamburger, Sliced, Plain 4" Frozen, 8 ct

5.12 Bun, Hot Dog, Sliced, Plain, 6" Frozen, 12 ct

5.11 Cake, Sheet Full Banana Iced 12" X 16" Frozen

5.12 Cake, Sheet, Chocolate Iced 12" X 16" Frozen

5.13 Cake, Sheet, Full Carrot Iced 12" X 16" Frozen

5.14 Cake, Sheet, Full Sponge Not Iced 12" X 16" Frozen

5.15 Cobbler, Apple Raw Frozen

5.16 Cobbler, Peach Raw Frozen

5.17 Cookie, Oatmeal Raisin Thaw Serve Frozen

5.18 Dough, Pie, Sheet 10" x 15", Frozen

5.20 Dough, Roll, Parkerhouse, .6 oz, Frozen, 24 ct

5.21 Enchilada, Chicken, Frozen, 2.5 oz

5.22 Enchilada, Cheese, Frozen 1.63 oz

5.23 Lasagna, Entrée, Meat, Frozen, 96 oz

5.24 Soup, Bean W/ Smoked Pork, Condensed, Frozen, 4 lbs

5.25 Soup, Potato W/ Bacon Condensed, Frozen, 4 lbs

5.26 Strawberry, Whole California Iqf Domestic Frozen, 20 lbs

5.27 Tortilla, Corn White 6", Frozen, 60 ct

5.28 Tortilla, Flour White 10" Pressed, Frozen, 12 ct

5.29 Tortilla, Flour 6" Pressed, Frozen, 12 ct

6.0 CANNED AND DRY GOODS

6.1 Applesauce, Unsweetened, Fancy, #300

6.2 Apricot, Half Unpeeled In Light Syrup #10

6.3 Bean, Green Short Cut Heavy Pack Northwest #10

6.4 Bean, Pinto Dry Washed Raw, 20 lbs

6.5 Bean, Refried Vegetarian #10

6.6 Beet, Sliced, Fancy, Medium #10

6.7 Chili Without Beans #10

6.8 Cracker, Saltine 2pk

6.9 Dressing, 1000 Island, 1 gal

6.10 Filling, Apple Pie Deluxe #10

6.11 Mix, Gelatin Assorted Citrus, 24 oz

6.12 Mix, Gelatin Assorted Red, 24 oz

6.13 Hominy, White Fancy #10

6.14 Jam, Strawberry .5 oz

6.15 Juice, Tomato 100%, 5.5 oz

6.16 Ketchup, Tomato Foil Package

6.17 Pasta, Macaroni Elbow Smooth, 10 lbs

6.18 Pear, Diced Light-syrup #10

6.19 Pear, Sliced In Light Syrup #10

6.20 Pineapple, Chunk in Heavy-syrup #10

6.21 Potato, Pearl Mashed Skin-on, 28.2 oz

6.22 Potato, Scalloped Dehydrated

6.23 Potato, Yam, Sweet Cut Cooked, #10

6.24 Pudding, Banana, #10

6.25 Pudding, Butterscotch Homestyle, #10

6.26 Pudding, Chocolate #10

6.27 Pudding, Vanilla #10

6.28 Pudding, Tapioca #10

6.29 Rice, Long Grain Xlng, 50 lbs

6.30 Sauce, Bbq Gourmet 1 gal

6.31 Sauce, Cheese Cheddar Aged #10

6.32 Sauce, Cheese Cheddar #10

6.33 Sauce, Marinara Tomato #10

6.34 Sauce, Tartar Squeeze, Packet

6.35 Shell, Taco, Regular, 5”

6.36 Shell, Tostada, 5”

6.37 Soup, Base, Chicken, 1 lb

6.38 Soup, Chicken Cream 50 oz

6.39 Soup, Cream of Mushroom 50 oz

6.40 Spice, Garlic Powder, 5.25 lbs

6.41 Spice, Paprika Spanish, 1 lb

6.42 Seasoning, Taco No Msg Spice, 24 oz

6.43 Vegetable Mix for Stew Fancy #10

6.44 Vegetable Mix, Double Fancy #10

7.0 SUPPLIES

7.1 Bag, Storage Plastic, Clear, 6.5x6, Recloseable

7.2 Bag, Storage Food Plastic 10.5x10.5, Gal Clear, Recloseable

7.3 Container, Foam, 3 Compartment, White, Hinged

7.4 Container, Foam, White, Squat 4 oz

7.5 Cup, Foam 8 oz White 25 ct

7.6 Film, Plastic 18” Roll, 2000 ft.

7.7 Foil, Aluminum 18”x1000’ Std

7.8 Foil, Aluminum 18” by 500 heavy duty

7.9 Fork, Medium Weight, Plastic, White, 2000 ea

7.1 Spoon, Tea, Medium Weight, Plastic, White, 2000

7.2 Lid, Slotted Cup Plastic 14 16 & 20 oz Translucent, 100 ct

7.3 Container, Foil, 3 compartment

7.4 Napkin, Dinner 15x17 White 1 Ply 1/8 Fold 250 ct

7.5 Placemat, 9.75x14, White 1,000 ct

7.6 Plate, Foam 6" White, 125 ct

7.7 Stirrer, Wood Coffee 5.5" Unwrapped, 1,000 ct

7.8 Glove, Vinyl Large Powder Free Eclipse, 100 ct

7.9 Hairnet, Nylon 28" Light Brown Lightweight, 144 ct

7.10 Bleach, Institutional Germicide Ultra Liquid Clear Yellow Light, gallon

8.0 PRODUCE

8.1 Banana, Petite Fresh

8.2 Celery, Stick 4" Fresh, 5 lbs

8.3 Carrot, Stick, 5 lbs

8.4 Cilantro, Fresh Washed & Destemmed Herb

8.5 Lemon, 165 Size Choice Fresh

8.6 Lettuce, Shred 1/8" Fresh 5 lbs

8.7 Melon, cantaloupe fcy fresh

8.8 Watermelon, Fresh

8.9 Onion, Green Iceless Fresh, 2 lbs

8.10 Onion, Yellow Jumbo Box, Fresh, 10 lbs

8.11 Onion, Yellow Medium Fresh, 50 lbs

8.12 Orange, Choice, Fresh, 88 ct

8.13 Pepper, Bell Green, Fresh, Medium, 5 lbs

8.14 Potato, Baker Russet 90 Count Fresh Washed

8.15 Tomato, Us #2 Fresh, 25 lbs

9.0 SALADS

9.1 Salad, Tuna, 5 lbs

9.2 Salad, Potato Country Alex Classic W/ Egg, 10 lbs

9.3 Salad, Chicken, 5 lbs

9.4 Coleslaw, 7 lbs

10.0 KITCHEN SUPPLIES

10.1 Steam Table Pans – Full Size, Half Size, Third Size (2½", 4" and 6" deep)

10.2 Thermometers – (0-220 degrees F) and (50-550 degrees F)

10.3 15" & 17" Oven Mitts

10.4 10" & 12" Cooking Knife

10.5 10" Bread Knife

10.6 5½" Fruit Knife

10.7 3¼" Paring Knife

10.8 3 oz Spoodle (slotted and solid)

10.9 Ice Cream Scoop

10.10 3 oz One Piece Ladles

10.11 12" & 18" Whips

10.12 12" & 16" Tongs

10.13 3" & 6" Spatulas

10.14 Pie Server

10.15 10" Plates – 3 sectional

10.16 Small Bowls

PART VII
REFERENCES

Please list a minimum of three (3) references whom the Procurement Office may contact:

1. Company: _____

   Contact: _____

   Address: _____

   _____

   Phone: _____

2. Company: _____

   Contact: _____

   Address: _____

   _____

   Phone: _____

3. Company: _____

   Contact: _____

   Address: _____

   _____

   Phone: _____

PART VIII
LICENSES

Attach a copy of your Arizona Business License.

Attach a copy of your City of Avondale License, if applicable.

Attach copies of all other applicable Local and State and Federal licenses required to conduct business under the Contract.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? Yes_____, No_____.

If yes, please provide details and documentation of the certification.

EXHIBIT A
CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

_____, (Name of Vendor) affirms that the following ADDENDA have been received and that the information contained in the ADDENDA has been incorporated in formulating the Bid.

_____ _____, 2007
Signed, for the Vendor Date

ADDENDA RECEIVED:

1._____, dated_____, 2007.

2._____, dated_____, 2007.

3._____, dated_____, 2007.

4._____, dated_____, 2007.

5._____, dated_____, 2007.

(Add others as needed, identified in the same format)

EXHIBIT B
PRICING SHEET

Contractor shall provide pricing inclusive of delivery for the following:

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
1.0	**DAIRY**				
1.1	Cheese, American Yellow Sliced 120 Count	12	_____	120/slice	$_____
1.2	Cheese, Cheddar Yellow Regular Shred	24	_____	5 lbs	$_____
1.3	Cheese, Cheddar Monterey Jack Fancy Shred 50/50	24	_____	5 lbs	$_____
1.4	Cream, Heavy Whipping 36%	4	_____	32 oz	$_____
1.5	Egg, Whole, Peeled, Hard Cooked, 20 lb.	6	_____	20 lbs	$_____
1.6	Egg, Whole In Shell Medium White Grade, Aa Fresh, Dozen	12	_____	15 dozen	$_____
1.7	Ice Cream Cup, Vanilla, 4 oz	12	_____	96/pk	$_____
1.8	Margarine, Spread Whipped, 5 gr	12	_____	900/case	$_____
1.9	Milk, Low Fat 2%, gallon	52	_____	6/case	$_____
1.10	Milk, Low Fat 2% Homogenized Squat Carton, .5 pt	208	_____	70/case	$_____
2.0	**MEAT**				
2.1	Beef, Ground 81/19 Bulk Frozen Raw, 5 lb	24	_____	4/case	$_____
2.2	Beef, Ground 81/19 Bulk Frozen Raw, 10 lb	24	_____	8/pack	$_____
2.3	Beef, Patty Chuck Packaged	24	_____	56/case	$_____
2.4	Beef, Chuck Shoulder Clod Choice 20# avg.	12	_____	2/case	$_____
2.5	Beef, Tripe Scalded, 60# avg,	12	_____	60 lbs.	$_____
2.6	Hot Dog, All-meat Roller Grill	12	_____	10 lbs	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
	4:1 6 In				
2.7	Pork, Steak, Cubed, Homestyle	24	_____	56/case	$_____
3.0	**FISH**				
3.1	Pollock, Fillet 4-6 oz or equivalent	12	_____	10 lbs	$_____
3.2	Fish Fillet, breaded, 3 oz	12		10 lbs	
4.0	**POULTRY**				
4.1	Chicken, Leg Quarter Cvp, 2.5 lbs	12	_____	4/case	$_____
4.2	Chicken, Dark & White Diced .5" , 10 lbs.	12	_____	1/case	$_____
4.3	Chicken, Nugget, Breaded, .75 oz Breast	12	_____	10 lbs	$_____
4.4	Chicken, Patty, Breaded, Breast, Cooked, Frozen, 3 oz	24	_____	60/case	$_____
5.0	**FROZEN**				
5.1	Juice, Orange 100%, Cup, .5 pt	48	_____	72/case	$_____
5.2	Bean, Green Cut, Grade A	12	_____	30 lbs	$_____
5.3	Broccoli, Cut, Frozen	24	_____	30 lbs	$_____
5.4	Carrot, Diced Frozen	24	_____	30 lbs	$_____
5.5	Cauliflower, Frozen, 2 lb bag	12	_____	12/case	$_____
5.6	Corn, Cut Frozen	24	_____	30 lbs	$_____
5.7	Pea, Green Frozen	12	_____	30 lbs	$_____
5.8	Potato, French-fry, Grade A, Frozen	24	_____	6/case	$_____
5.9	Bread, Garlic Loaf, Roasted, 10 oz	24	_____	12/case	$_____
5.10	Bread, Pullman Wheat, Sliced, Frozen, 2 lbs	24	_____	6/case	$_____
5.11	Bun, Hamburger, Sliced, Plain 4" Frozen, 8 ct	24	_____	10/case	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
5.12	Bun, Hot Dog, Sliced, Plain, 6" Frozen, 12 ct.	24	_____	12/case	$_____
5.13	Cake, Sheet Full Banana Iced 12" X 16" Frozen	6	_____	4/case	$_____
5.14	Cake, Sheet, Chocolate Iced 12" X 16" Frozen	12	_____	4/case	$_____
5.15	Cake, Sheet, Full Carrot Iced 12" X 16" Frozen	6	_____	4/case	$_____
5.16	Cake, Sheet, Full Sponge Not Iced 12" X 16" Frozen	12	_____	4/case	$_____
5.17	Cobbler, Apple Raw Frozen	24	_____	2/case	$_____
5.18	Cobbler, Peach Raw Frozen	24	_____	4/case	$_____
5.19	Cookie, Oatmeal Raisin Thaw Serve Frozen	24	_____	72/case	$_____
5.20	Dough, Pie, Sheet 10" x 15", Frozen	24	_____	20/case	$_____
5.21	Dough, Roll, Parkerhouse, .6 oz, Frozen, 24 ct	12	_____	12/case	$_____
5.22	Enchilada, Chicken, Frozen , 2.5 oz	24	_____	60/case	$_____
5.23	Enchilada, Cheese, Frozen 1.63 oz	24	_____	90/case	$_____
5.24	Lasagna, Entrée, Meat, Frozen, 96 oz	24	_____	4/case	$_____
5.25	Soup, Bean W/ Smoked Pork, Condensed, Frozen, 4 lbs	12	_____	3/case	$_____
5.26	Soup, Potato W/ Bacon Condensed, Frozen, 4 lbs	12	_____	3/case	$_____
5.27	Strawberry, Whole California Iqf Domestic Frozen, 20 lbs	12	_____	1/case	$_____
5.28	Tortilla, Corn White 6", Frozen , 60 ct	48	_____	12/case	$_____
5.29	Tortilla, Flour White 10"	12	_____	12/case	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
	Pressed, Frozen, 12 ct				
5.30	Tortilla, Flour 6" Pressed, Frozen, 12 ct	12	_____	24/case	$_____
6.0	**CANNED AND DRY GOODS**				
6.1	Applesauce, Unsweetened, Fancy, #300	12	_____	24/case	$_____
6.2	Apricot, Half Unpeeled In Light Syrup #10	12	_____	6/case	$_____
6.3	Bean, Green Short Cut Heavy Pack Northwest #10	12	_____	6/case	$_____
6.4	Bean, Pinto Dry Washed Raw, 20 lbs	12	_____	1/case	$_____
6.5	Bean, Refried Vegetarian #10	24	_____	6/case	$_____
6.6	Beet, Sliced, Fancy Medium #10	24	_____	6/case	$_____
6.7	Chili Without Beans #10	12	_____	6/case	$_____
6.8	Cracker, Saltine 2pk	12	_____	500/case	$_____
6.9	Dressing, 1000 Island, 1 gal	12	_____	1 gallon	$_____
6.10	Filling, Apple Pie Deluxe #10	12	_____	6/case	$_____
6.11	Mix, Gelatin Assorted Citrus, 24 oz	24	_____	12/case	$_____
6.12	Mix, Gelatin Assorted Red, 24 oz	24	_____	12/case	$_____
6.13	Hominy, White Fancy #10	12	_____	6/case	$_____
6.14	Jam, Strawberry .5 oz	12	_____	200/case	$_____
6.15	Juice, Tomato 100% 5.5 oz	24	_____	48/case	$_____
6.16	Ketchup, Tomato Foil Package	12	_____	1000/case	$_____
6.17	Pasta, Macaroni Elbow Smooth, 10 lbs	24	_____	2/case	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
6.18	Pear, Diced Light-syrup #10	12	_____	6/case	$_____
6.19	Pear, Sliced In Light Syrup #10	12	_____	6/case	$_____
6.20	Pineapple, Chunk In Heavy-syrup #10	12	_____	6/case	$_____
6.21	Potato, Pearl Mashed Skin-on, 28.2 oz	24	_____	12/case	$_____
6.22	Potato, Scalloped Dehydrated	12	_____	6/case	$_____
6.23	Potato, Yam, Sweet Cut Cooked, #10	12	_____	6/case	$_____
6.24	Pudding, Banana, #10	12	_____	6/case	$_____
6.25	Pudding, Butterscotch Homestyle, #10	12	_____	6/case	$_____
6.26	Pudding, Chocolate #10	12	_____	6/case	$_____
6.27	Pudding, Vanilla #10	12	_____	6/case	$_____
6.28	Pudding, Tapioca #10	12	_____	6/case	$_____
6.29	Rice, Long Grain Xlng, 50 lbs	12	_____	1 bag	$_____
6.30	Sauce, Bbq Gourmet 1 gal	12	_____	4/case	$_____
6.31	Sauce, Cheese Cheddar Aged #10	12	_____	6/case	$_____
6.32	Sauce, Cheese Cheddar #10	12	_____	6/case	$_____
6.33	Sauce, Marinara Tomato #10	24	_____	6/case	$_____
6.34	Sauce, Tartar Squeeze, Packet	12	_____	200/case	$_____
6.35	Shell, Taco, Regular, 5”	12	_____	200/case	$_____
6.36	Shell, Tostada, 5”	12	_____	200/case	$_____
6.37	Soup, Base, Chicken, 1 lb	12	_____	1 lb	$_____
6.38	Soup, Chicken Cream 50 oz	12	_____	12/case	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
6.39	Soup, Cream Of Mushroom 50 oz	12	_____	12/case	$_____
6.40	Spice, Garlic Powder, 5.25 lbs	12	_____	1 bag	$_____
6.41	Spice, Paprika Spanish, 1 lb	12	_____	1 bag	$_____
6.42	Seasoning, Taco No Msg Spice, 24 oz	12	_____	1 pkg	$_____
6.43	Vegetable Mix for Stew Fancy #10	12	_____	6/case	$_____
6.44	Vegetable Mix, Double Fancy #10	12	_____	6/case	$_____
7.0	**SUPPLIES**				
7.1	Bag, Storage Plastic, Clear, 6.5x6 Recloseable	24	_____	500/case	$_____
7.2	Bag, Storage Food Plastic 10.5x10.5, Gal Clear, Recloseable	24	_____	250/case	$_____
7.3	Container, Foam, 3 Compartment, White, Hinged	12	_____	200/case	$_____
7.4	Container, Foam, White, Squat 4 oz	24	_____	1000/case	$_____
7.5	Cup, Foam 8 oz White 25 ct	24	_____	40/case	$_____
7.6	Film, Plastic 18” Roll, 2000 ft.	12	_____	1/case	$_____
7.7	Foil, Aluminum 18”x1000’ Std	12	_____	1/case	$_____
7.8	Foil, Aluminum 18” by 500 heavy duty	12	_____	1/case	$_____
7.9	Fork, Medium Weight, Plastic, White, 2000 ea	12	_____	1/case	$_____
7.10	Spoon, Tea, Medium Weight, Plastic, White, 2000	12	_____	1/case	$_____
7.11	Lid, Slotted Cup Plastic 14 16 & 20 oz Translucent, 100 ct	24	_____	10/case	$_____
7.12	Container, Foil, 3 compartment	24	_____	250/case	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
7.13	Napkin, Dinner 15x17 White 1 Ply 1/8 Fold 250 ct	12	_____	20/case	$_____
7.14	Placemat, 9.75x14, White 1,000 ct	12	_____	1/case	$_____
7.15	Plate, Foam 6" White, 125 ct	12	_____	8/case	$_____
7.16	Stirrer, Wood Coffee 5.5" Unwrapped, 1,000 ct	12	_____	10/case	$_____
7.17	Glove, Vinyl Large Powder Free Eclipse, 100 ct	24	_____	4/case	$_____
7.18	Hairnet, Nylon 28" Light Brown Lightweight, 144 ct	24	_____	1/case	$_____
7.19	Bleach, Institutional Germicide Ultra Liquid Clear Yellow Light, gallon	12	_____	6/case	$_____
8.0	**PRODUCE**				
8.1	Banana, Petite Fresh	24	_____	150	$_____
8.2	Celery, Stick 4" Fresh, 5 lbs	12	_____	2/case	$_____
8.3	Carrot, Stick, 5 lbs	12	_____	2/case	$_____
8.4	Cilantro, Fresh Washed & Destemmed Herb	12	_____	1 lb	$_____
8.5	Lemon, 165 Size Choice Fresh	24	_____	34 ct	$_____
8.6	Lettuce, Shred 1/8" Fresh 5 lbs	24	_____	4/case	$_____
8.7	Melon, cantaloupe fcy fresh	48	_____	9 ct	$_____
8.8	Watermelon, Fresh	24	_____	2 ct	$_____
8.9	Onion, Green, Fresh, 2 lbs	12	_____	1/ pkg	$_____
8.10	Onion, Yellow Jumbo Box, Fresh, 10 lbs	12	_____	1 pkg	$_____
8.11	Onion, Yellow Medium Fresh, 50 lbs	12	_____	1 pkg	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
8.12	Orange, Choice, Fresh, 88 ct	12	_____	1 pkg	$_____
8.13	Pepper, Bell Green, Fresh, Medium, 5 lbs	12	_____	1 pkg	$_____
8.14	Potato, Baker Russet 90 Count Fresh Washed	12	_____	1 pkg	$_____
8.15	Tomato, Us #2 Fresh, 25 lbs	24	_____	1 pkg	$_____
9.0	**SALADS**				
9.1	Salad, Tuna, 5 lbs	12	_____	2/case	$_____
9.2	Salad, Potato Country Alex Classic W/ Egg, 10 lbs	12	_____	1 case	$_____
9.3	Salad, Chicken, 5 lbs	12	_____	2/case	$_____
10.0	**KITCHEN SUPPLIES**				
10.1	Steam Table Pans – Full Size, Half Size, Third Size (2½", 4" and 6" deep)	1	_____	Each	$_____
10.2	Thermometers – (0-220 degrees F) and (50-550 degrees F)	1	_____	Each	$_____
10.3	15" & 17" Oven Mitts	1	_____	Each	$_____
10.4	10" & 12" Cooking Knife	1	_____	Each	$_____
10.5	10" Bread Knife	1	_____	Each	$_____
10.6	5½" Fruit Knife	1	_____	Each	$_____
10.7	3¼" Paring Knife	1	_____	Each	$_____
10.8	3 oz Spoodle (slotted and solid)	1	_____	Each	$_____
10.9	Ice Cream Scoop	1	_____	Each	$_____
10.10	3 oz One Piece Ladles	1	_____	Each	$_____
10.11	12" & 18" Whips	1	_____	Each	$_____
10.12	12" & 16" Tongs	1	_____	Each	$_____

	PRODUCTS	ESTIMATED ANNUAL USAGE	MANUFACTURER/ BRAND	CASE/ PACK	UNIT PRICE (By Case Price)
10.13	3" & 6" Spatulas	1	_____	Each	$_____
10.14	Pie Server	1	_____	Each	$_____
10.15	10" Plates – 3 sectional	1	_____	Each	$_____
10.16	Small Bowls	1	_____	Each	$_____

TOTAL GROSS OFFER $_____

For items not listed provide the following

_____% off Catalog Price – Dairy

_____% off Catalog Price – Meat

_____% off Catalog Price – Fish

_____% off Catalog Price – Poultry

_____% off Catalog Price – Frozen Foods

_____% off Catalog Price – Canned and Dry Goods

_____% off Catalog Price – Produce

_____% off Catalog Price – Supplies

_____% off Catalog Price – Salads

_____% off Catalog Price – Kitchen Supplies

Tax Rate _____% Taxes: $_____

Payment Terms (See Part III, Section 3.8) ____% Net _____

727039.3

EXHIBIT C
BIDDER'S EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Finance and Budget Department
Procurement Office
11465 W. Civic Center Drive, Suite 250
Avondale, Arizona 85323-6807
Phone: (623) 333-2029
Fax: (623) 333-0200
Website: www.avondale.org/procurement

INVITATION FOR BIDS

FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM
PR 07-037

Addendum No. 1

Date: April 25, 2007

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Contract Documents

Closing Date and Time: May 3, 2007 3:00 p.m.

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bid documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This addendum No. 1 consists of modification of Part V Special Terms and Conditions and Exhibit B, page 9 Pricing;

ADDENDUM

A. Page 15, Item 5.7

Delete in its entirety and replace with the following

5.7 Escalation. After receipt of purchase order and prior to placing the initial order, Contractor may submit an updated price list with justification for commodities to the Procurement Officer for approval. Requests for reasonable price adjustments may be submitted after the Contract has been in effect for 30 days and may be requested monthly. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to

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approval in writing by the Procurement Agent prior to any adjusted invoicing being submitted for payment.

B. Exhibit B, Page 9

Delete in its entirety and replace with Exhibit B, Revised Page 9, attached.

10.13	3" & 6" Spatulas	1	_____	Each	$_____
10.14	Pie Server	1	_____	Each	$_____
10.15	10" Plates – 3 sectional	1	_____	Each	$_____
10.16	Small Bowls	1	_____	Each	$_____

TOTAL GROSS OFFER $_____

For items not listed provide the following

Fixed percent over landed price - Frozen Foods _____

Fixed percent over landed price - Canned and Dry Goods _____

Fixed percent over landed price - Supplies _____

Fixed percent over landed price - Kitchen Supplies _____

Fixed percent over Market cost - Dairy _____

Fixed percent over Market cost – Meat _____

Fixed percent over Market cost – Fish _____

Fixed percent over Market cost – Poultry _____

Fixed percent over Market cost – Produce _____

Fixed percent over Market cost – Salads _____

Tax Rate _____% Taxes: $_____

Payment Terms (See Part III, Section 3.8) ____% Net _____

Exhibit B
Revised Page 9

Finance and Budget Department
Procurement Office
11465 W. Civic Center Drive, Suite 250
Avondale, Arizona 85323-6807
Phone: (623) 333-2029
Fax: (623) 333-0200
Website: www.avondale.org/procurement

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BID

INVITATION FOR BIDS

FOOD AND SUPPLIES FOR SENIOR MEAL PROGRAM
PR 07-037

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Contractor's Offer.

_____, _____2007
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State Zip

END OF ADDENDUM No. 1

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement - Kimley-Horn & Associates, Inc - CDBG Street and Sidewalk Improvements

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E.,Interim City Engineer (623)333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Service Agreement with Kimley-Horn & Associates, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of $291,043 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

CDBG funds must be used to serve areas that have at least 50% of the population classified as low-to-moderate income. Traditionally, CDBG funds received by the City have been used to help develop or redevelop the areas of Cashion, Las Ligas, Rio Vista, South and Central Avondale. Included among the recent CDBG accomplishments are the Cashion sidewalk and street lighting projects, Phase 1 of the South Avondale sidewalk project, Cashion water and sewer line projects, and the on-going project to acquire vacant properties for the construction of infill housing in cooperation with Neighborhood Housing Services and Habitat for Humanity.

The purpose of this project is to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area. The project area is from 4th Street to 7th Street, Harrison Drive to MC 85 (see attached vicinity map). These streets are deteriorated. The pavement has not received maintenance treatments such as crack sealing and patching, and therefore, extensive cracking continues. The pavement conditions are now at a point where routine maintenance measures are not enough. In order to extend the life of the roads, some form of reconstruction is required.

DISCUSSION:

This contract will cover the design for the entire area of work. The construction will be completed over the course of two (2) fiscal years.
The scope of work for this project will include but not be limited to:

- Design Survey
- Geotechnical Investigation / Pavement Analysis
- Geometric Analysis and Design
- Drainage Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:
The City of Avondale published a Request for Qualifications on March 6, 2007 for professional services to design street and sidewalk improvements. Staff received ten (10) Statements of Qualifications which were categorized and scored. A short list of three (3) firms was created. Presentations were held on May 1,

2007. Kimley-Horn & Associates, Inc. was selected as the most qualified firm for this project. Staff has contacted references and found that Kimley-Horn & Associates, Inc. is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Kimley-Horn & Associates, Inc. for engineering services for the delivery of plans, specifications, and an engineer's estimate for the CDBG – Street and Sidewalk Improvements. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of $291,043 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:
Design Concept Report (30% Plans) – September 2007
60% Plans – November 2007
90% Plans – December 2007
Final Plans – February 2008

Construction:
Bid Award – March 2008
Begin Construction – March 2008
End Construction – November 2008

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No.
304-1162-00-8420, CDBG Street and Sidewalk Improvements.

Construction funding will be through the balance of the 07/08 CDBG Street Fund, the 08/09 CDBG Street Fund, the 07/08 and 08/09 Street Overlay Fund in order to complete all of the necessary street improvements in area.

RECOMENDATION:

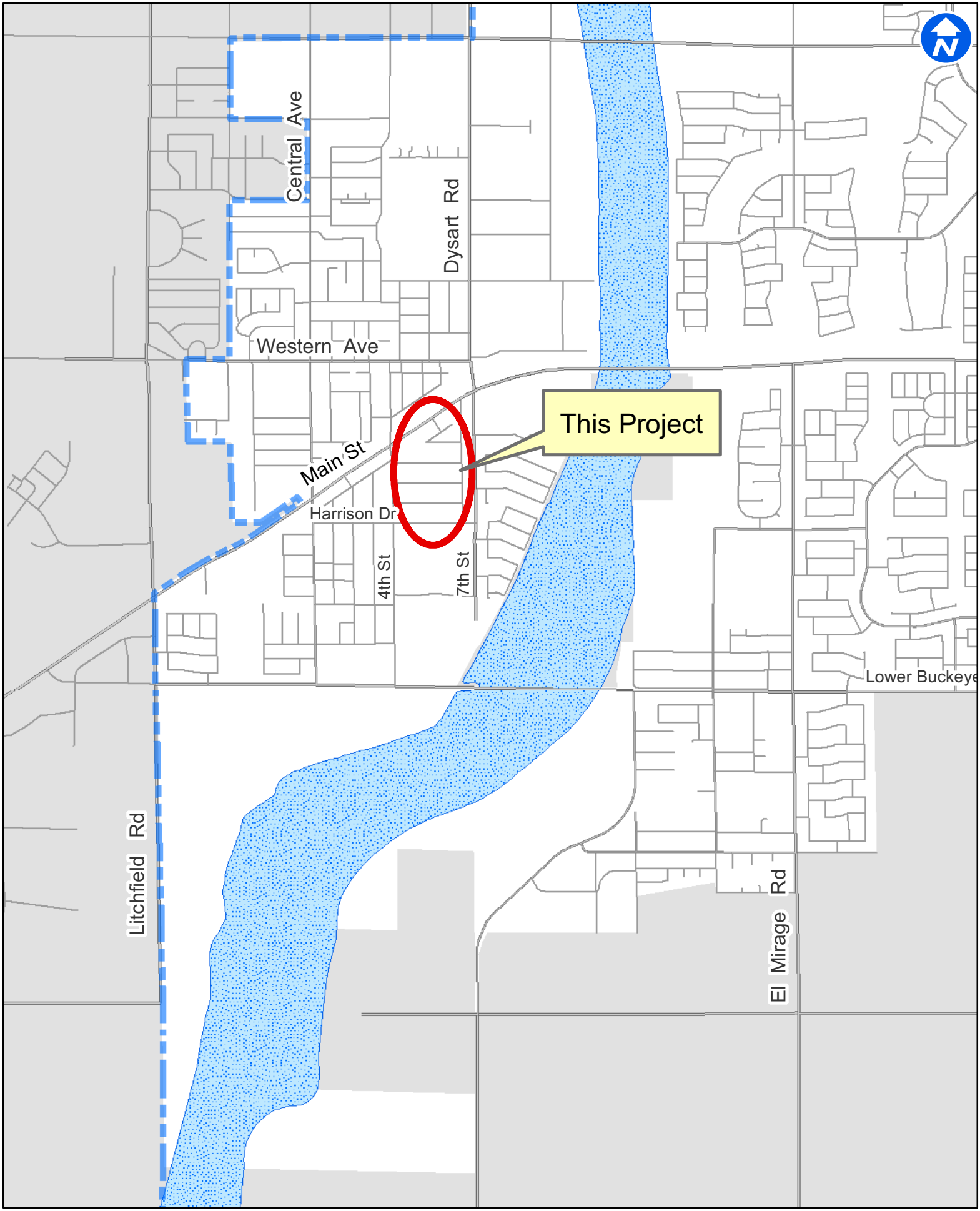
Staff is requesting that the City Council approve a Professional Service Agreement with Kimley-Horn & Associates, Inc. to provide design services for the CDBG Street and Sidewalk Improvement Project in the amount of $291,043 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - Kimley Horn

VICINITY MAP



City of Avondale
ST 1162 - CDBG Project

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of August 6, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant").

RECITALS

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

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant to improve streets within the South "Oldtown" area in Avondale (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 6, 2009.

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

3. Compensation. The City shall pay Consultant a price not to exceed $291,043.00 for the Services as set forth in Exhibit A.

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

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are

not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

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

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

11. Insurance.

11.1 General.

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

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to

demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

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

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

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

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

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

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

13. Termination; Cancellation.

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

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

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

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

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

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

14. Miscellaneous.

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

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (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:	Kimley-Horn and Associates, Inc. 7878 North 16th Street, Suite 300 Phoenix, Arizona 85020 Facsimile:_____ Attn: Raj Christian, PE

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (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 RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

[Scope of Work]

See following pages.

Kimley-Horn
and Associates, Inc.

ENGINEERING
Received
JUL 26 2007
DEPARTMENT

July 26, 2007

Suite 115
125 South Avondale Boulevard
Avondale, Arizona
85323

Mr. Chris Hamilton, EIT
Engineering Project Manager
City of Avondale
Engineering Department
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

Re: **Scope & Fee Proposal**
CDBG – Sidewalk and Street Improvements
ST 1162

Dear Mr. Hamilton:

We are pleased to submit Scope of Services and Fee Schedule for preparing Final Design Documents for the above referenced project. Our total proposed fee for both Streets and Water-Sewer portions of this project is $ 291,043.

Should you have any questions, please contact me at (623) 907-1155.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

Raj Christian, PE
Project Manager

Enclosures

TEL 623 907 1155
FAX 623 907 3355

Kimley-Horn
and Associates, Inc.

City of Avondale
Sidewalk & Street Improvements (CDBG)
ST 1162

Scope of Services – Street Improvements

Introduction

The City of Avondale (City) desires to improve streets within the South "Oldtown" area in Avondale. The project will include the area bounded by 4th Street (west) to 7th Street (east) and Main Street (north) to Harrison Drive (south). These streets were constructed around 1960 and are exhibiting significant pavement distress including cracking and pavement failures at various locations. The project will utilize federal funding available through 'Community Development Block Grant' (CDBG) program and will need to be designed to meet CDBG requirements.

The scope of services to be provided for this Project by the Kimley-Horn and Associates (KHA) Team includes: project management and administration as it relates to the consultant team and coordination with the City's staff and resources; engineering analysis, technical study, and design necessary for the preparation of plans, specifications and estimates (PS&E); the production of construction contract documents; and support during bidding of the project. The following is a detailed summary of the scope of these services:

Assumptions

A. It is assumed that the project will be constructed in one contract. KHA will prepare plans, Technical Specifications and an Engineer's Estimate for the entire project. Bid package will not be prepared by KHA.

B. Traffic studies will not be required, existing lane configurations and storage bays will be maintained.

C. KHA and our subconsultants shall not be responsible for the discovery, presence, handling, removal, disposal of hazardous materials at the Project Site.

D. It is assumed that re-profiling of roadway crown may be needed to accommodate adequate cross slopes. Reconstruction of curb and gutter will be kept to minimum. Up to 500 feet of curb and gutter may need to be re-profiled.

E. The City will provide a copy of all available plans, reports, and/or maps.

F. Limited storm drain improvements will be included in this scope of services, which may include:

   a. It is assumed that KHA will design storm drain for a length up to one half mile. Subsurface improvements will be limited to connections to existing storm drain facilities located in Dysart Road and Harrison Drive, providing local catch basins at roadway ponding areas.

   b. "Minor" surface drainage improvements shall consist of reconstructing gutter grades to provide for positive flow, installing valley gutters to drain intersections, etc.

G. Traffic signal design is not included in this scope of services.

H. All plans shall be prepared using AutoCAD 2004.

Scope of Services – Street Improvements

I. The plans and special provisions shall be prepared in conformance with City of Avondale standards and/or MAG. They should also meet the criteria required by the CDBG program.

J. Landscape design is not included in this scope of services. Restoring existing landscape may be necessary and could be accomplished by including language in the special provisions.

K. Traffic control plans are not included in this scope of service.

L. Private utility relocation design is not included in this scope of services.

M. No environmental work is anticipated for this project and not included in this scope.

N. No new right-of-way is anticipated for this project. New Temporary Construction Easements (TCE) may be needed. An allowance of $ 25,000 has been allocated for preparing legal descriptions to acquire new right-of-way and TCE's if needed.

Task 1 – Project Management

KHA will perform project management-related tasks through the duration of the project. The project duration will be of nine months. The tasks will include:

- Defining key issues and goals and coordinating responsibilities of project team members
- Holding a project kick-off meeting and a field review with the City to initiate the project.
- Holding as needed project coordination and status meetings; preparing agenda, meeting minutes, and action items. This scope of services includes four meetings.
- Providing and maintaining a Critical Path Method (CPM) schedule using Microsoft Project software. The schedule will list all tasks of all parties involved in the project with estimated start and completion dates. Updates will also be submitted to the City monthly.
- Coordinate the work of the subconsultants, the City, and others.
- Perform Quality Assurance of all deliverables

Task 1 Deliverables:

- Kick-off Meeting (utility stakeholders will be included)
- Project Coordination Meetings (up to three)
- Monthly Invoices

Task 2 – Survey and Mapping

KHA will commission their sub consultant, ***Horizon*** to perform topographic field surveys, research and develop base plans. Neither topographic aerial surveys

nor aerial photographs will be used as the sole basis of the base plans.

All survey work will be in Standard English units and conform to City Standards. The base plan will be drawn at a 1"=20'.

The width of the mapping corridor will be from R/W to R/W of the roadway. Roadway cross sections will be surveyed at 50-foot intervals. In addition we will survey 200-feet along each intersecting cross street in order to evaluate existing drainage patterns, and to transition the roadway to existing facilities. The survey will consist of the following streets and lengths.

Streets

1.	Harrison Drive	=	1300'
2.	Randy Street	=	1200'
3.	Dee Street	=	1200'
4.	Doris Street	=	1200'
5.	Corral Street	=	700'
6.	Agua Fria Lane	=	600'
7.	6th Street	=	200'
8.	7th Street	=	2000'
	Total Length for Surveys	=	8,400'

The base mapping will locate roadway features; grade breaks, conform areas; fences; walls; driveways; surface evidence of utilities; storm drain manhole and catch basin pipe sizes and invert elevations; sanitary sewer manhole pipe sizes and invert elevations; drainage structures; signs; poles; streetlights; finished floor elevations; and other pertinent improvements.

A digital terrain model (DTM) of the project will be created. The DTM will be an accurate model of the existing ground within the project limits with a contour interval of one foot.

KHA will provide the City with a hardcopy and electronic copy of the project survey file, which will include existing contours, key spot elevations, and existing R/W.

Task 2 Deliverables:

- Project Base Mapping

Task 3 – Project Research and Coordination

KHA will research the project in order to supplement the project base plans and develop engineering studies in conjunction with Task 4. The investigation will include record plan research and field investigations.

Scope of Services – Street Improvements

Task 3.1 – Record Plan Research / Data Collection

KHA will obtain plans or reports as required through the City of Avondale, Maricopa County DOT, and Maricopa County Flood Control District:

- Drainage reports and studies from local subdivisions
- Drainage studies on file with the City of Avondale
- Area drainage master plans from Flood Control District
- Hydrology models in electronic format from Flood Control
- Drainage reports from adjacent developments

Task 3.2 – Field Investigations

KHA will physically walk the project site. The project review will be used to visually evaluate any noticeable or potential roadway design and construction issues, including grading conflicts, drainage issues, utility conflicts, etc.

Task 3.3 – Utility Coordination

KHA will coordinate this project with the utility companies. The following is a description of how we will coordinate with the utilities, including relocations, through the project:

Utility Mapping: KHA will send Utility Information Request Letters to all applicable utility companies, requesting current as-builts, schematic maps, etc. of their facilities within the project boundaries. Based on the utility response, we will prepare a utility mapping of the corridor.

Utility Conflicts Map: We will prepare a utility conflict map showing the proposed roadway geometrics superimposed on an existing roadway base map, including both surface and sub-surface utilities. Utility conflicts will be noted on the map and distributed to the utility companies. The utility conflict map will be updated at the 60%, 90% and 100% project milestones.

Utility Coordination Meetings: We will coordinate and attend utility coordination meetings. Two meetings with each utility are anticipated through the duration of the project, to discuss utility relocation solutions and options, if necessary.

60% Plans: 60% plans and utility information forms will be sent to all applicable utility companies following the 60% plan submittal. The 60% plans will be clearly marked as such and will identify potential conflicts with utility facilities.

90% Plans: We will forward 90% plans to the utility companies or agencies and outline, in writing, any changes made since releasing 60% plans. We will contact the utility companies whose facilities are in conflict with the proposed work and ascertain when any necessary relocation work will be completed.

Preparation and execution of utility agreements is not included in this scope of work.

Task 3 Deliverables:

- Utility Request Letters
- Field Notes
- Utility Potholing
- Utility conflict map
- Utility coordination meeting (in field)
- Utility clearance letters from utility stakeholders (City will provide a template)

Task 4 – Drainage Report & Storm Drain Design

Task 4.1 – Drainage Study

Conduct a drainage study to quantify stormwater flows that are generated onsite and offsite that impact the roadway. Determine the contributing drainage area, estimate discharges using criteria in the City of Avondale's engineering standards, and prepare drainage maps. Drainage flow rates will be computed either using rational methods or hydrologic model (HEC-1). A site visit will be conducted to investigate the ponding areas and the existing drainage facilities.

As-Builts Drawings and Drainage Reports prepared for adjacent developments will be evaluated to identify the design capacity of the existing drainage infrastructure. A drainage exhibit will be prepared identifying the flow patterns and peak flow rates.

Task 4.2 – Drainage Improvements

From the results of Tasks 4.1 we will prepare a draft and final drainage report. The drainage report will include a summary of the existing drainage conditions, the proposed drainage solution and the supporting calculations. The design calculations for approximately 1/2 mile of storm drain will be included in the drainage report. It is assumed the Strom Drain outfall will be located at the catch basins at Dysart Road and Harrison Streets or across the Dysart Road in the existing open ditch. The upstream limit of the storm drain will be located approximately at the intersection of 7th Street and Doris Street. The storm drain will be designed in accordance with City of Avondale Criteria.

Reconstruction of curb and gutter will be recommended in select areas that are identified as ponding areas and can not be drained utilizing the planned storm drain. No other drainage alternatives will be evaluated.

Task 4 Deliverables:

- Roadway Drainage Report (4 copies)
- Drainage Alternatives/Recommendations

Scope of Services – Street Improvements

Task 5 –Preliminary Engineering

Task 5.1 – Geotechnical Investigation

KHA will utilize ***Speedie*** to conduct a geotechnical investigation, provide an evaluation of existing pavement conditions, and provide pavement design recommendations.

The following scope of services is included for this task:

(See attached scope of work from Speedie)

Task 5.2 Preliminary Engineering - 15% Plans

KHA will prepare preliminary 15% plans for "over the shoulder review' before proceeding with the final design. The plans will include proposed improvements including pavement, drainage, utilities, right-of-way etc. The plans, at a minimum, shall address the following:

- Horizontal and vertical alignments
- Intersections conform geometrics
- Drainage improvements including storm drain design
- Project constraints, including utilities, right-of-way, driveway access, etc.
- Proposed improvements and the existing R/W

An estimated sheet break down per submittal is as follows, based on a design scale of 1"=40':

Sheet Description	**15 %**
Cover Sheet	1
Key Map / Design Sheet / Geometry	1
Roadway Plans	12
Estimated total number of sheets	14

Task 5 Deliverables:

- Geotechnical Report (4 copies)

Scope of Services – Street Improvements

- Preliminary Plans (15%) (4 copies)

Task 6 – Final Design (60%, 90%, and Final PS&E)

KHA will prepare detailed design for the project, and produce the construction drawings, technical special provisions, and estimate of probable construction costs for the contract documents. The Plans, Specifications and Estimate (PS&E) will be prepared in accordance with the criteria established in the 60% PS&E and the City's policies, procedures, manuals, and standards.

We will prepare the technical special provisions, to be incorporated into the City's general specifications.

The specifications and estimates will coincide with the separate projects those were broken out during the preliminary engineering phase.

Submittals will be made to the City at 60%, 90%, and 100% completion phases. The KHA team will facilitate the review and revision of the PS&E package. Each submittal will include eight (8) sets (five half-size (11"x17") sets of drawings, three (3) full size (22"x34") and the "red lined" set of plans with written responses to the City's comments from the previous submittal. The KHA team will submit a final complete reproducible set of PS&E and the CAD files. Final (100%) plan sheets will be on reversible Mylar.

Scope of Services – Street Improvements

An estimated sheet break down per submittal is as follows, based on a design scale of 1"=40'..

Sheet Description	60%	90%	100% (Final)
Cover sheet	1	1	1
Key Map / Design Sheet / Geometry	1	1	1
Typical Sections	2	2	2
Quantity Sheet	1	1	1
Detail Sheets	2	2	2
Roadway Plan & Profile	12	12	12
Intersection Detail & Staking Sheets	4	4	4
Storm Drain Plan & Profile	2	2	2
Storm Drain Lateral Profiles	2	2	2
Signing (on Roadway Plans)			
Estimated total number of sheets	27	27	27

Cover Sheet – 1 sheet

The title sheet will be provided by the City and may include:

- Project Name
- Index of Sheets
- Vicinity and Location Maps
- Utility contacts and telephone numbers
- Signature blocks (as needed)
- Street names

Key Map / Design / Geometry / Typical Sections – 3 sheets

A project key map will be prepared at a scale of 1"=100' for the project and will include:

- Graphical representations of the location and limits of each sheet
- Roadway centerline and stationing
- Roadway centerline control (Basis of Bearing / Project Benchmark)
- Street monument locations
- Right-of-way, adjacent properties identified by parcel number and property owner

- Street names

Roadway typical sections will include:

- Roadway dimensions (based on the roadway centerline) including:
  - Edge of pavement
  - Traffic lanes
  - Right-of-Way
- Pavement structural section
- Limits or location of typical section

Roadway Layout (Plan and Profile) – 16 sheets

Plan and profile sheets will be prepared at a scale of 1"= 40' (horizontal) and 1"=2' (vertical), based on the City-approved base plans. The plans will include:

- Roadway centerline stationing
- Right-of-way and adjacent properties identified by parcel number and property owner
- Limits of improvements/construction/grading
- Construction notes and callouts
- Street names
- Horizontal control (curve tables, station/offset labels on all horizontal angle points, etc.)
- Roadway centerline profile grade (slopes, vertical curves, spot elevations every 50-feet and at critical locations (i.e., high/low points, grade breaks, etc.)
- Intersection Detail and Staking Diagrams
- Utility locations and label utilities requiring relocation

Storm Drain Plan and Profile, Storm Drain Lateral Profile – 4 sheets

Storm drain plan and profile sheets will be prepared at a scale of 1"=40' (horizontal) and 1"=2' (vertical), based on the City-approved base plans.

Profile sheets will be prepared at a scale of 1"=2' (vertical) based on the lateral locations as defined in the City approved drainage study and the project plans. The sheets will include:

- Storm drain layout, geometry
- Storm drain inlet, and manholes based on roadway station and offset,
- Diameter of pipe,
- Pipe material,
- Profile of storm drain (slope and spot elevations every 50-feet),
- Hydraulic grade line,
- Length of pipe runs,

- Clearance with crossing utilities

Signing Plans – (Include with Roadway Sheets)

The plans will include:

- Limits of improvements/construction
- Street names
  - Signing notes and callouts
  - Lane dimensions
  - Location of roadside signs and designation

Task 6.1 – 60% PS&E

Upon approval of the 30% plans; roadway plans, profile, and detail sheets will be prepared for the 60% submittal. These plans will include all details necessary to construct the roadway, including grading, drainage, pavement, etc. Plans will include outline technical special provisions, a summary of construction quantities and an estimate of cost.

Comments from this submittal will be incorporated into the 90% Plans.

Task 6.2 – 90% PS&E

Upon approval of the 60% plans; roadway plans, profile, and detail sheets will be prepared for the 90% submittal. These plans will include all details necessary to construct the roadway, including grading, drainage, pavement, etc. Plans will include outline technical special provisions, a summary of construction quantities and an estimate of cost.

Comments from this submittal will be incorporated into the 100% Plans.

Task 6.3 – 100% FINAL PS&E

After review of the 90% plans, all comments will be incorporated into the 100% FINAL PS&E.

Task 6 Deliverables:

- 60% PS&E (8 copies)
- 90% PS&E (8 copies)
- 100% FINAL PS&E (8 copies)

Scope of Services – Street Improvements

Task 7 — Public Meeting / Open House

In this task, the KHA team will provide assistance, as required, to the City during a public meeting / open house. It is anticipated that one meeting will be held during the design phase. KHA will prepare exhibits, brochures, and other items as necessary. KHA will prepare agenda, attend the meeting and prepare meeting minutes.

Task 7 Deliverables:

- Meeting material, exhibits
- Attend the meeting
- Prepare meeting minutes

Task 8 — Bidding Assistance

In this task, the KHA team will provide assistance, as required, to the City during bidding of the first phase of the project. We will provide the City an electronic copy of the project contract documents in AutoCAD format and specifications in MS Word format. Our team will also attend the pre-bid meeting and provide technical assistance to City staff during the bidding phase. In addition, the KHA team will be available to answering questions from prospective bidders, assisting the City in the preparation of any required addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents.

Task 8 Deliverables:

- Electronic copy of the contract documents (AutoCAD format compatible with release in use by City and MS Word format as necessary)
- Attendance at the pre-bid meeting

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets Improvements
ST 1162
July 26, 2007

DERIVATION OF COST PROPOSAL

(Figures Rounded To The Nearest $1)

ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Principal	-	$ 210.02	$ -
Project Manager	221	$ 172.45	$ 38,111
Project Engineer	333	$ 152.03	$ 50,627
Engineer/Designer	402	$ 121.63	$ 48,896
Tech/Draftsman	365	$ 87.94	$ 32,097
Administrative	18	$ 94.11	$ 1,694
Clerical	50	$ 63.74	$ 3,187
	1,389 Hours		
Estimated Labor Cost			$ 174,612

ESTIMATED DIRECT EXPENSES

Travel	$ -	
Computer CAD Time & Plotting	$ 7,201	
Miscellaneous Expenses	$ 155	
	Total Estimated Expenses	$ 7,356

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Horizon	$ 14,750	LSUM
Speedie	$ 8,000	LSUM
Allownces (Legals for R/W and TCE's)	$ 25,000	LSUM
	Total Estimated Outside Services	$ 47,750

TOTAL ESTIMATED COST TO CONSULTANT $ 55,106

Allocation @ 3.8% of Total Labor $ 6,635

TOTAL LUMP SUM FEE $ 236,353

CONTRACT TIME 180 Calendar Days

Consultant Firm Signature

7/26/07
Date

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets Improvements (ST 1162)

ESTIMATED STAFF HOUR SUMMARY

SCOPE SECTION / TASK	Proj Prin	Proj Mgr	Proj Eng	Eng/Des	Tech/Draft	Admin	Clerical	Total
1 - Project Management	-	72	26	13	-	18	12	141
2 - Survey and Mapping Coordination	-	-	8	12	-	-	-	20
3 - Project Research and Coordination	-	14	38	50	24	-	10	136
4 - Drainage Report & Improvements	-	13	53	87	15	-	12	180
5 - Preliminary Engineering (15%)	-	25	32	28	30	-	-	115
6 - Final Design (60%, 95% & 100%)	-	83	152	212	280	-	16	743
7 - Public Meeting / Open House	-	6	8	-	8	-	-	22
8 - Bidding Assistance	-	8	16	-	8	-	-	32
Totals	-	221	333	402	365	18	50	1,389
Percentages	0.00%	16.00%	24.00%	29.00%	26.00%	1.00%	4.00%	100%

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets Improvements (ST 1162)

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Proj Eng	Eng/Des	Tech/Draft	Admin	Clerical	Total
			$ 210.02	$ 172.45	$ 152.03	$ 121.63	$ 87.94	$ 94.11	$ 63.74	
1 - Project Management										
Project Work Plan				4	4				8	16
Project kick off Meeting				4	4	4				12
Prepare & Update Project Schedule				8						8
Project Meetings (3 meetings)				12	9	9				30
Misc Project Management (4 hrs/month for 9 months)				36	9			18		63
Administer Sub-consultant Contracts				8					4	12
Subtotal 1 - Project Management			-	72	26	13	-	18	12	**141**
2 - Survey and Mapping Coordination										
Review Survey / Mapping					4					4
Coordinate with Sub consultant					2					2
Review survey data / create DTM					2	12				14
Subtotal 2 - Survey and Mapping Coordination			-	-	8	12	-	-	-	**20**
3 - Project Research and Coordination										
Record Plan Research / Data Collection										-
Review Available Project Data						4			2	6
Inventory Existing Project Details					2	4	4		2	12
Field Investigations										-
Site Visit				4	4	4				12
Misc Coordination				4	8					12
Utility Coordination										-
Coordinate/Obtain As-builts/Maps						4	8			12
Utility Mapping						4	8			12
Utility Conflicts Map						4	4			8
Utility Coordination Meetings (2)				4	8					12
60% Plans					4	6			2	12
90% Plans					4	6			2	12
100% Plans					4	6			2	12
Utility Potholing				2	4	8				14
Subtotal 3 - Project Research and Coordination			-	14	38	50	24	-	10	**136**
4 - Drainage Report & Improvements										
Review drainage reports for Tres Rios Landing and Rose Terrace De			-		2				-	2
Evaluate existing conditions hydrology using rational method			-		2	8			-	10
Evaluate existing conditions hydraulics using Flowmaster			-		2	8			-	10
Prepare existing conditions exhibit			-		2	6	6		-	14
Model storm drain using Storm Cad			-		8	16			-	24
Design Catch Basins Using Flowmaster			-		2	10			-	12
Prepare proposed conditions exhibit			-		2	6	9		-	17
Prepare Draft Drainage Report			-	4	8	12			6	30
Reply to Comments			-	1	3				-	4
Prepare Final Drainage Report			-	3	6	9			6	24
Coordinate w/ water and sewer to establish alignment				1	2					3
Coordinate with Cadd to prepare Plan and Profiles			-		2	4			-	6
Address 30%, 60% and 90% Client Comments			-	2	6	4			-	12
Redline 30%, 60% and 90% Drawings			-	2	6	4			-	12
										-
Subtotal 4 - Drainage Report & Improvements			-	13	53	87	15	-	12	**180**

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets Improvements (ST 1162)

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Proj Eng	Eng/Des	Tech/Draft	Admin	Clerical	Total
			$ 210.02	$ 172.45	$ 152.03	$ 121.63	$ 87.94	$ 94.11	$ 63.74	
5 - Preliminary Engineering (15%)										
Geotechnical Investigation										-
Coordinate with Sub consultant				2						2
Review Report				2	2					4
15% Plans										-
Develop alignments (horiz)				2	8					10
Develop alignments (vert)				2	4	8				14
Roadway Plans	40	12		5	10	20	30			65
Cost Estimate				4	8					12
Quality Control				8						8
										-
Subtotal 5 - Preliminary Engineering (15%)			-	25	32	28	30	-	-	**115**
6 - Final Design (60%, 95% & 100%)										
Evaluate Profile Grades / Cross Slopes				2	4	8				14
Evaluate intersections / driveways				2	4	8				14
Evaluate utilities				2	4	8				14
Cover		1				1	2			3
Key Map / Design Data / Geometry		1		1	2	4	8			15
Typical Sections		2		2	4	12	24			42
Quantity Sheet	100	1		2	4	7	12			25
Detail Sheets		2		2	4	8	16			30
Roadway Plan & Profile	40	12		20	40	70	120			250
Intersection Detail & Staking Sheets	20	4		4	12	16	32			64
Storm Drain Plan / Profiles (Main)	40	2		4	8	12	32			56
Storm Drain Plan / Profiles (Laterals)	40	2		2	4	6	24			36
Signing				2	4	8	10			24
Quantity Computations / Cost Estimate				8	12	16				36
Specifications & Special Provisions				4	12	16				32
Quality Control				12	8					20
Submittal				6	10				16	32
Comments Response & Resolution				8	16	12				36
Subtotal 6 - Final Design (60%, 95% & 100%)		**27**	-	83	152	212	280	-	16	**743**
7 - Public Meeting / Open House										
Prepare meeting Exhibits, agenda etc				2	4		8			14
Attend meeting				3	3					6
Prepare meeting minutes				1	1					2
Subtotal 7 - Public Meeting / Open House			-	6	8	-	8	-	-	**22**
8 - Bidding Assistance										
Pre-Bid Meeting				4	4					8
Misc. RFI's / Coord				4	12		8			24
										-
Subtotal 8 - Bidding Assistance			-	8	16	-	8	-	-	**32**
Totals		27	-	221	333	402	365	18	50	**1,389**

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets Improvements (ST 1162)

ESTIMATE OF DIRECT EXPENSES

Travel

	A. Hotel	$ -	
		$ -	
		$ -	
	B. Subsistence (0 people x 0 day) (0 Breakfast, 0 Lunch, 0 Dinner)	$ -	day
	C. Local Mileage (trips @ miles each)	-	miles
		$ -	
		-	miles
		$ -	
	Subtotal Travel	$ -	

Computer CAD Time & Plotting

	A. CADD: 570 hrs. at billing rate $11.97 per hour	570	hours
		$ 6,823	
Plotting	B. Bond review Plots Total expense at billing rate of $1.00 per plot	108	plots
		$ 108	
	C. Vellum Plots Total expense at billing rate of $10.00 per plot	27	plots
		$ 270	
	Subtotal Computer CAD Time & Plotting	$ 7,201	

Miscellaneous Expenses

A. Video tape @ $6.00	$ -
B. Film @ $20.00	$ -
C. Overnite Delivery (0 @ $50)	$ -
D. In town delivery (2 @ $15)	$ 30
E. Outside Copying	$ 125
Subtotal Miscellaneous Expenses	$ 155

ESTIMATED OUTSIDE SERVICES & CONSULTANTS

Horizon	$ 14,750
Speedie	$ 8,000
Allownces (Legals for R/W and TCE's)	$ 25,000
	$ -
	$ -
TOTAL ESTIMATED OUTSIDE SERVICES	$ 47,750

TOTAL ESTIMATED EXPENSES **$ 55,106**

Kimley-Horn
and Associates, Inc.

City of Avondale
Sidewalk & Street Improvements (CDBG)
ST 1162

Scope of Services – Water & Sewer

Introduction

The City of Avondale (City) desires to improve streets within the South "Oldtown" area in Avondale. The project will include the area bounded by 4th Street (west) to 7th Street (east) and Main Street (north) to Harrison Drive (south).

The scope of services to be provided for this Project by the Kimley-Horn and Associates (KHA) Team includes: preparing design and construction documents to install new water lines, reconnect existing services to new water line and to provide services to empty parcels. The scope will also include providing sewer stub outs to vacant parcels from the existing sewer line. The following is a detailed summary of the scope of these services:

Assumptions

A. The new water line will be designed for the following streets:

- Harrison Drive (4th Street to Dysart) = 1300'
- Randy Street (4th Street to 7th Street) = 1200'
- Dee Street (4th Street to 7th Street) = 1200'
- Doris Street (4th Street to 7th Street) = 1200'
- Corral Street (Agua Fria Lane to 7th Street) = 700'
- Agua Fria Lane (Corral Street to 6th Street) = 600'
- 6th Street (Main Street to Corral Street) = 200'
- 7th Street (Main Street to Harrison Drive) = 2000'

Total Length = 8,400'

B. This task includes the installation of approximately 8,400 linear feet of pipeline.

C. The existing water main will be abandoned in place.

D. New water services connecting to existing water meters shall be included in the project plans.

E. New water and sewer services shall be provided at all undeveloped parcels throughout the project limits.

F. There is sufficient area within the roadway corridor to locate the proposed main without relocating other facilities.

G. The plans and special provisions shall be prepared in conformance with City of Avondale standards and/or MAG. Imperial units shall be utilized on all documents.

H. Traffic control plans are not included in this scope of service.

I. No environmental work is anticipated for this project and not included in this scope.

Scope of Services – Water & Sewer

J. The City will provide a copy of all available plans, reports, and/or maps.
K. All plans shall be prepared using AutoCAD 2004.
L. Utility relocation design is not included in this scope of services.
M. No new right-of-way or easements will be required for this project.

Task 1 – Meetings

KHA will meet with the City of Avondale Department of Water Resources in order to coordinate and discuss project specific issues related to the design. KHA will be responsible for preparing the agenda, meeting minutes, and action items. This scope of services includes two meetings.

Task 1 Deliverables:

- Meeting (two)

Task 2 – Preliminary Engineering (60% P&E)

KHA will prepare preliminary water main plans to be included in the 60% P&E submittal. The plans, at a minimum, shall address the following:

- Project limits
- Horizontal and vertical alignments
- Construction notes and callouts
- Street names
- Utility conflicts
- Water service / meter locations
- Profiles including:
  - Profile of water main (minimum cover labeled),
  - Diameter of pipe,
  - Pipe material,
  - Length of pipe runs,
  - Clearance with crossing utilities
- Sewer service locations, lateral slopes, upper inverts elevations, other details necessary to construct stub outs
- Proposed Fire Hydrant locations

KHA will use the preliminary plans to identify utility pothole requirements. Utility pothole locations will be included in the pothole plan as described in *Task 3.3 Utility Coordination* of the scope for streets improvement project.

KHA will prepare a preliminary itemized engineer's estimate of the project construction costs.

Scope of Services – Water & Sewer

Task 2 Deliverables:

- 60% PS&E (8 copies)

Task 3 – Final Design (95%, and Final PS&E)

KHA will produce the construction drawings, technical special provisions, and estimate of probable construction costs for the design of the water main. An estimated sheet break down per submittal is as follows, based on a design scale of 1"=40':

Sheet Description	60%	90%	Bid Set
Water Main Plan and Profile	10	10	10
Water Main / Sewer Details	2	2	2
Estimated total number of sheets	12	12	12

Water Main / Sewer Plan and Profile – 16 sheets

Plan and profile sheets will be prepared at a scale of 1"=20' (horizontal) and 1"=2' (vertical), based on the City-approved base plans. The plans will include:

- Roadway centerline stationing
- Right-of-way and adjacent properties identified by parcel number and property owner
- Limits of improvements
- Construction notes and callouts
- Street names
- Horizontal control (bearing/distance, station/offset labels on all horizontal angle points, etc.)
- Utility locations and label utilities requiring relocation
- Water service / meter locations
- Profiles including:
  - Profile of water main (minimum cover labeled),
  - Diameter of pipe,
  - Pipe material,
  - Length of pipe runs,
  - Clearance with crossing utilities
- Sewer service locations, lateral slopes, inverts elevations, other details necessary to construct stub outs

Scope of Services – Water & Sewer

Water Main / Sewer Details – 2 sheets

Project details will be included as necessary to construct the waterline, details may include:

- Connection details,
- Other construction details.

Task 3.1 – 90% PS&E

Upon approval of the 60% P&E; plan, profile, and detail sheets will be prepared and included in the 90% PS&E submittal. The submittal will include outline technical special provisions, a summary of construction quantities and an estimate of cost.

Comments from this submittal will be incorporated into the 100% Plans.

Task 3.2 – 100% FINAL PS&E

After review of the 90% plans, all comments will be incorporated into the Bid PS&E.

Task 3 Deliverables:

- 90% PS&E (8 copies)
- 100% FINAL PS&E (8 copies)

Utility Potholing: Potholing shall be an allowance item and potholes will need to be approved by the city prior to the work. KHA will prepare a pothole plan and get it approved by the City. The KHA team will coordinate required potholes with the respective owner. The results shall be noted and mapped. A budget of $10,000 has been allocated for utility potholing. KHA will provide a copy of results to the City.

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets - Water/Sewer
ST 1162
July 26, 2007

DERIVATION OF COST PROPOSAL

(Figures Rounded To The Nearest $1)

ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Principal	-	$ 210.02	$ -
Project Manager	36	$ 172.45	$ 6,208
Project Engineer	74	$ 152.03	$ 11,250
Engineer/Designer	96	$ 121.63	$ 11,677
Tech/Draftsman	118	$ 87.94	$ 10,376
Administrative	10	$ 94.11	$ 941
Clerical	6	$ 63.74	$ 382
	340 Hours		
Estimated Labor Cost			$ 40,834

ESTIMATED DIRECT EXPENSES

Travel	$ -	
Computer CAD Time & Plotting	$ 2,227	
Miscellaneous Expenses	$ 77	
	Total Estimated Expenses	$ 2,304

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Utility Potholes	$ 10,000	LSUM
	$ -	LSUM
	$ -	
	$ -	
	$ -	
	$ -	
	Total Estimated Outside Services	$ 10,000

TOTAL ESTIMATED COST TO CONSULTANT	$ 12,304
Allocation @ 3.8% of Total Labor	$ 1,552
TOTAL LUMP SUM FEE	$ 54,690

CONTRACT TIME 180 Calendar Days

Consultant Firm Signature

7/26/07
Date

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets - Water/Sewer

ESTIMATED STAFF HOUR SUMMARY

SCOPE SECTION / TASK	Proj Prin	Proj Mgr	Proj Eng	Eng/Des	Tech/Draft	Admin	Clerical	Total
1 - Meetings	-	4	4	-	-	-	-	8
2 - Preliminary Engineering	-	20	44	60	64	6	-	194
3 - Final Design (PS&E)	-	12	26	36	54	4	6	138
								-
Totals	-	72	74	96	118	10	6	340
Percentages	0.00%	21.00%	22.00%	28.00%	35.00%	3.00%	2.00%	111%

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets - Water/Sewer

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Proj Eng	Eng/Des	Tech/Draft	Admin	Clerical	Total
			$ 210.02	$ 172.45	$ 152.03	$ 121.63	$ 87.94	$ 94.11	$ 63.74	
1 - Meetings										
Project Meetings (2)			-	4	4	-	-	-	-	8
										-
Subtotal 1 - Meetings			-	4	4	-	-	-	-	**8**
2 - Preliminary Engineering										
Develop water main alignments & service laterals			-	4	8	12	16	-	-	40
Identify pothole locations			-	-	4	4	-	-	-	8
60% Plans & Cost Estimate			-	-	-	-	-	-	-	
Water Main Plan & Profile	40	12	-	8	20	24	32	-	-	84
Estimate			-	2	4	12	16	-	-	34
Specifications			-	2	4	8	-	6	-	20
Quality Control			-	4	4	-	-	-	-	8
Subtotal 2 - Preliminary Engineering		**12**	-	20	44	60	64	6	-	**194**
3 - Final Design (PS&E)										
90% & Final PS&E			-	-	-	-	-	-	-	
Address Comments			-	4	8	12	16	-	-	40
Details			-	2	6	8	16	-	-	32
Estimate			-	-	4	8	10	-	-	22
Quality Control			-	4	4	-	-	-	-	8
100% & Final PS&E			-	2	4	8	12	4	6	36
Subtotal 3 - Final Design (PS&E)			-	12	26	36	54	4	6	**138**
Totals		12	-	36	74	96	118	10	6	**340**

Kimley-Horn
and Associates, Inc.

City of Avondale
Avondale Streets - Water/Sewer

ESTIMATE OF DIRECT EXPENSES

Travel

	A. Hotel	$ -	
		$ -	
		$ -	
	B. Subsistence (0 people x 0 day) (0 Breakfast, 0 Lunch, 0 Dinner)	$ -	day
	C. Local Mileage (trips @ miles each)	-	miles
		$ -	
		-	miles
		$ -	
	Subtotal Travel	$ -	

Computer CAD Time & Plotting

	A. CADD: 170 hrs. at billing rate $11.97 per hour	170	hours
		$ 2,035	
Plotting	B. Bond review Plots Total expense at billing rate of $1.00 per plot	72	plots
		$ 72	
	C. Vellum Plots Total expense at billing rate of $10.00 per plot	12	plots
		$ 120	
	Subtotal Computer CAD Time & Plotting	$ 2,227	

Miscellaneous Expenses

A. Video tape @ $6.00	$ -
B. Film @ $20.00	$ -
C. Overnite Delivery (0 @ $50)	$ -
D. In town delivery (0 @ $15)	$ -
E. Outside Copying	$ 77
Subtotal Miscellaneous Expenses	$ 77

ESTIMATED OUTSIDE SERVICES & CONSULTANTS

Utility Potholes	$ 10,000
	$ -
	$ -
	$ -
	$ -
TOTAL ESTIMATED OUTSIDE SERVICES	$ 10,000

TOTAL ESTIMATED EXPENSES **$ 12,304**

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

Gregg A. Creaser, P.E.
Brett P. Creaser, P.E.
Donald L. Cornelison, P.E.
Steven A. Griess, P.E.
Keith R. Gravel, P.E.
Jason C. Wells, P.E.
Brian E. Lingnau, Ph.D., P.E.
Timothy J. Rheinschmidt, R.G.
Todd B. Hanke, P.E.

Revised: July 23, 2007

Raj Christian
Kimley-Horn and Associates, Inc.
7878 N. 16th Street
Suite 300
Phoenix, AZ 85020

RE: Proposal for Geotechnical Investigation
South Avondale Pavement Improvements
Various
Avondale, AZ
Proposal No. 31361 S2

Dear Mr. Christian:

We are pleased to provide our cost estimate to conduct a soil investigation and pavement design for the above referenced sites that will satisfy pavement rehabilitation requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the State of Arizona.

We understand that construction will consist of about 7,660lf of roadway improvements of several streets in South Avondale. It is our understanding that due to age and use, the existing road has reached the end of its service life and needs rehabilitation work. Additionally a water line will be installed at depths of up to five feet deep

GEOTECHNICAL INVESTIGATION

We will drill and sample sufficient test borings to adequately determine asphalt and subsoil conditions and provide samples for laboratory testing. Traffic control, City of Avondale permit and asphalt coring are anticipated. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We will mark the borings in the field and arrange for Blue Stake Clearance. We presently anticipate coring and drilling the following borings:

Location	Number	Depth, ft
Harrison Drive-4th Street to 7th Street	3	10
Randy Street-4th Street to 7th Street	2	10
Dee Street-4th Street to 7th Street	2	10
Doris Street-4th Street to 7th Street	2	10
Corral Street-Agua Fria Lane to 7th Street	1	10
Agua Fria Lane-Entire length	1	10
6th Street-Main Street to Agua Fria Lane	1	10
7th Street-Main Street to Harrison Drive	3	10

All subgrade borings will be drilled with a truck-mounted auger rig to the depths indicated above below existing ground surface, or refusal, whichever comes first. Access to the site by conventional jeep-mounted drilling equipment is assumed to be free and unencumbered.

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

We will analyze the data obtained from field and laboratory testing and prepare a **draft** report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed waterline.
2. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
3. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
4. Local excavation and trenching conditions and stability considerations.
5. Potential corrosiveness of subsoil materials.
6. Pavement condition(s) and make recommendations for repair including removal and replacement (complete or partial), crack repair, overlay and/or slurry/fog seal.
7. Provide specifications for the repair options/materials (not including striping).

A final report will be issued after comment resolution.

This pavement evaluation and associated recommendations will be based on the requirements of ADOT and/or AASHTO or the local municipality. It is assumed that the owner and/or client will provide the anticipated traffic data required to complete the pavement design.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of each which is attached and made a part hereof. We propose to provide the services set forth herein for a **not to exceed** fee of **$8,000.00**, which includes all testing, engineering and reimbursable expenses and 4 copies of the report.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES

Kenneth M. Euge II

APPROVED AND ACCEPTED
For: Kimley-Horn and Associates, Inc.

By: _____

Print Name: _____

Date: _____

Horizon
Consultants
of
Arizona

AGREEMENT BETWEEN CLIENT AND SURVEYOR FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF MAY 31, 2007 BETWEEN

HORIZON CONSULTANTS OF ARIZONA, THE SURVEYOR

AND

KIMLEY-HORN & ASSOCIATES, THE CLIENT

PROJECT NAME:	AVONDALE "OLD TOWN" AREA
PROJECT LOCATION:	4TH STREET & MAIN STREET
MUNICIPALITY:	CITY OF AVONDALE
PROPOSAL NUMBER:	P3764R
ATTN:	RAJ CHRISTIAN

HORIZON CONSULTANTS OF ARIZONA IS PLEASED TO SUBMIT THIS PROPOSAL FOR PROFESSIONAL LAND SURVEYING SERVICES FOR THE ABOVE REFERENCED PROJECT.

TOPOGRAPHIC SURVEY

PROVIDE TOPOGRAPHIC SURVEY FOR AREA ALONG RANDY STREET, DEE STREET AND DORIS STREET FROM 4TH STREET TO 7TH STREET, ALONG HARRISON DRIVE FROM 4TH STREET TO DYSART ROAD, ALONG CORRAL STREET AND AGUA FRIA LANE, ALONG 6TH STREET FROM AGUA FRIA LANE TO MAIN STREET, ALONG 7TH STREET FROM HARRISON DRIVE TO MAIN STREET, 200-FEET OF MAIN STREET EITHER DIRECTION FROM 7TH STREET AND 200-FEET OF DYSART ROAD EITHER DIRECTION FROM HARRISON DRIVE AT 50' INTERVALS. PROVIDE SPOT ELEVATIONS AT CROWN OF PAVEMENT, EDGE OF PAVEMENT, GUTTER, TOP BACK OF CURB AND BACK OF WALK. LOCATE ALL UTILITIES AND CENTERLINE MONUMENTS IN THE RIGHT OF WAY. MEASURE INVERTS, RIMS AND TOP OF NUT ON WATER VALVES. OBTAIN AN ELEVATION ON THE DOORSILL OF THE BUILDINGS ALONG THESE ROADS.

DELIVERABLES

TOPO MAP – NO CONTOURS
CADD DRAWING WITH POINTS
ASCII FILE

LUMP SUM FEE.....$14,750.00

7878 North 16th Street • Suite 235 • Phoenix, AZ 85020
Phone (602) 870-1657 • Fax (602) 870-1660 • Website: www.horizonsurveys.com

IF DURING THE COURSE OF THE WORK IT BECOMES APPARENT ADDITIONAL SERVICES ARE REQUIRED AND THIS AMOUNT WILL BE EXCEEDED, NOTIFICATION WILL BE MADE AND WORK WILL PROCEED ONLY ON MUTUAL AGREEMENT AS TO SCOPE AND COMPENSATION.

ADDITIONAL SERVICES OF THE SURVEYOR, PRINCIPALS AND EMPLOYEES ENGAGED DIRECTLY ON THIS PROJECT SHALL BE BILLED ACCORDING TO THE HORIZON CONSULTANTS OF ARIZONA RATE SHEET ON A TIME AND MATERIALS BASIS. ANY CHANGE TO THE CONTRACT RENDERS IT NULL AND VOID. PLEASE ACKNOWLEDGE ACCEPTANCE WITH YOUR SIGNATURE BELOW AND RETURN A COPY TO HORIZON CONSULTANTS OF ARIZONA.

SURVEYOR
FORSMAN, INC. DBA
HORIZON CONSULTANTS OF ARIZONA
7878 NORTH 16TH STREET
SUITE 235
PHOENIX, AZ 85020

SIGNATURE: Ralph E. Pogue Jr.

PRINT: RALPH E. POGUE JR., R.L.S.

TITLE: SURVEY MANAGER

DATE: MAY 31, 2007

CLIENT
KIMLEY-HORN & ASSOCIATES
ATTENTION: RAJ CHRISTIAN
125 S. AVONDALE BLVD.
SUITE 115
AVONDALE, AZ 85323

SIGNATURE: _____

PRINT: _____

TITLE: _____

DATE: _____

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - AMEC - Environmental Site Assessment and Remediation Report - Parcel 102-57-006C

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E.,Interim City Engineer (623)333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with AMEC Earth & Environmental, Inc. (AMEC) to prepare an environmental site assessment and remediation report for a portion of land to be purchased on parcel 102-57-006C, in the amount of $46,835.85; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale's Engineering and Economic Development staff have determined that Roosevelt Street will need to be widened to accommodate the traffic associated with proposed development west of Avondale Boulevard. In order to achieve the necessary widening, a portion of land must be purchased from parcel 102-57-006C located at the southeast corner of Avondale Boulevard and Roosevelt Street.

Historically, this property was used as an airstrip for aerial spraying operations using herbicides and pesticides. The land is currently vacant and the property owner has granted the City permission to assess the site to determine the level of contamination, if any.

The City of Avondale was awarded funding in the amount of $50,000 under the Arizona Department of Environmental Quality Brownfields State Response Grant (SRG). On May 21, 2007, Council adopted a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Environmental Quality (ADEQ) for the purpose of funding this project through the SRG.

DISCUSSION:

The property being assessed is approximately 13.7 acres. The subject property was used for farming and as a crop dusting landing strip. The owner of the property is willing to sell the right of way to the City of Avondale; however, the City must first evaluate the property for possible pesticide contamination.

The SRG grant will allow the City to conduct a Phase I and Phase II Environmental Site Assessment at no cost to the City. In turn, the City will be responsible for adhering to all of the grant provisions outlined in the IGA. Staff selected AMEC Earth and Environmental from our list of pre-qualified consultants and negotiated the scope of work and fee. The rates, terms, and conditions negotiated in the attached scope of work have been reviewed and approved by ADEQ. AMEC has completed multiple Brownfields projects in the past and is highly qualified to perform the work in question. The overall cost of the work will not exceed $50,000.

SCHEDULE:

The delivery schedule for the work covered under this contract is to be completed within 120 days from the Notice-to-Proceed.

BUDGETARY IMPACT:

Funding for this project in the amount of $50,000 is available in the Economic Development Department's Other Professional Services Line Item 101-6700-00-6180. ADEQ shall reimburse the City per the terms and conditions in the IGA.

RECOMENDATION:

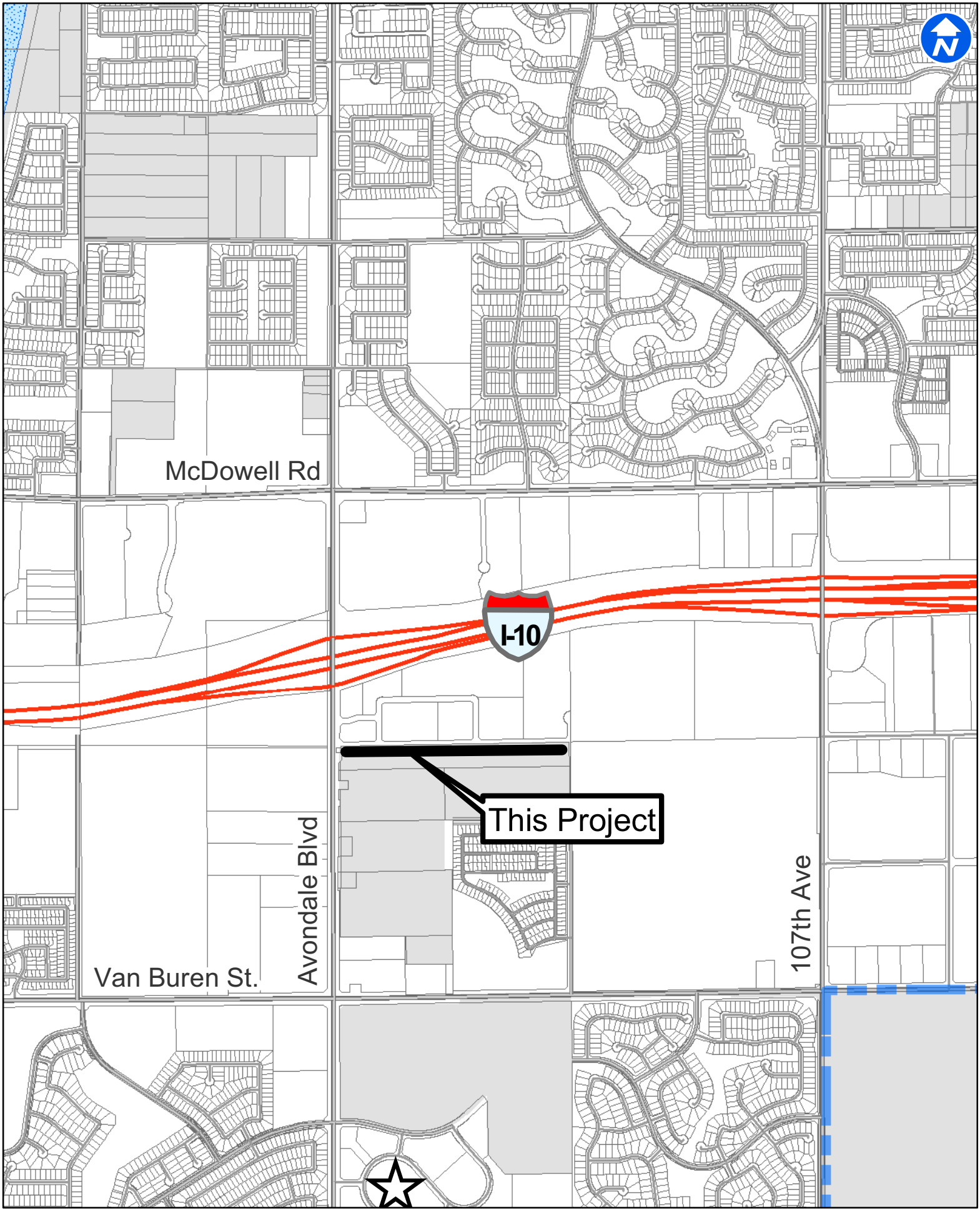
Staff recommends that the City Council approve a Professional Services Agreement with AMEC to prepare an environmental site assessment and remediation report for a portion of land to be purchased on parcel 102-57-006C, in the amount of $46,835.85; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - AMEC

VICINITY MAP



City of Avondale

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of August 6, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and AMEC Earth & Environmental, Inc., a Nevada corporation (the "Consultant").

RECITALS

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

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for engineering design services for Phase I and II Environmental Site Assessments for the 13.7-acre parcel along Avondale Boulevard (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 7, 2007.

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

3. Compensation. The City shall pay Consultant a price not to exceed $50,000.00 for the Services as set forth in Exhibit A.

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

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are

not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and Consultant will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions.

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:	AMEC Earth and Environmental, Inc. 1405 West Auto Drive Tempe, Arizona 85284-1016 Facsimile: 480-785-0970 Attn: Julianne Hamilton

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 RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

AMEC EARTH & ENVIRONMENTAL, INC., a Nevada corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of AMEC Earth & Environmental, Inc., a Nevada corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[Scope of Work]

See following pages.

June 26, 2007
AMEC Proposal No. PV07-05-10.r1

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

Attn: Paul Lopez

Re: Phase I and II Environmental Site Assessments - Revision 1
13.7-Acre Property
Along Avondale Boulevard South of Interstate 10
Avondale, Arizona

AMEC Earth & Environmental, Inc. (AMEC) appreciates the opportunity to present this revision to the proposal to assist the City of Avondale (the City) with Phase I and II Environmental Site Assessments (ESAs) for the 13.7-acre parcel, along Avondale Boulevard south of Interstate 10 in Avondale, Arizona (the "Site"). We have organized our document to be consistent with your request, and have assembled a qualified team composed of seasoned professionals with experience relevant to the requested services.

AMEC understands that the subject property was used as a farm and as a crop dusting landing strip. The owner of the property is willing to sell the land to the City. However, the City has concerns about possible pesticide contamination on the property due to past usage as part of a crop dusting landing strip. The City intends to assess the property and develop a street through it that will allow for commercial traffic flow improvements to newly developed area in the southern portion of the city. As such, the objective of the proposed services is to evaluate the current and historical uses of the property to obtain an understanding of potential environmental impacts to the Site.

AMEC further understands that the Phase I and II ESAs for the property will be part of the overall Brownfields redevelopment efforts for the site and that Brownfields grant money has been requested to fund the assessments. Therefore, we will to follow the Arizona Department of Environmental Quality and United States Environmental Protection agency guidelines for assessment of such sites. This will include maintaining project documentation for a period of 5 years as required by the grant agreement.

1.0 PROJECT SITE UNDERSTANDING

AMEC understands the Site consists of a 13.7-acre parcel, along Avondale Boulevard south of Interstate 10 and is located in Avondale, Arizona. AMEC understands that 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 (City). However, the City has concerns about possible pesticide contamination on the property due to past usage as part of crop dusting operations. The City

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016
Tel (480) 940-2320
Fax (480) 785-0970 www.amec.com

intends to assess the property and develop a street through it that will allow for commercial traffic flow improvements to newly developed area in the southern portion of the city.

The City provided AMEC with reports for previous soil sampling and remediation that occurred on a well site adjacent to the west side of the Property. According to the soil sampling reports, Toxaphene, dichlorodiphenyltrichloroethane (DDT), dichlorodiphenyldichloroethylene (DDE) and dichlorodiphenyldichloroethane (DDD) were found in concentrations exceeding their respective Arizona Non-Residential Soil Remediation Levels (NR-SRLs). The well site was remediated by excavating the soil to depths of approximately two to three feet below ground surface (bgs).

As such, the objective of the proposed services is to evaluate the current and historical uses of the property to obtain an understanding of potential environmental impacts to the Site. The results of the investigations proposed by AMEC will provide that City with an understanding of any development constraints associated with any identified environmental conditions.

2.0 PROPOSED SCOPE OF SERVICES

Upon authorization to proceed, AMEC will conduct the following tasks as outlined below.

2.1 Task 1 - Phase I Environmental Site Assessment (ESA)

The objective of the proposed services to conduct a Phase I ESA is to identify, to the extent feasible pursuant to the process described herein, recognized environmental conditions in connection with the property in general accordance with ASTM E 1527-05 Standard of Practice and EPA AAI Rule.

THE SCOPE OF SERVICES – PHASE I ESA

The Scope of Services for the Phase I ESA consists of obtaining, reviewing and reporting on the following:

- Site information
- Site reconnaissance
- Adjacent properties
- Historical site information
- Environmental lien search
- Sanborn maps
- Interviews
- Federal/state agency database review
- Site regulatory issues
- Findings
- Conclusions
- References
- Site photographs
- Site and vicinity maps

Additionally, it should be noted that completion of an ASTM E1527-05 standard Phase I ESA does not provide full Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability protection. Under the AAI Rule, the entity seeking one of the CERCLA liability protections also must meet continuing obligations as defined in the 2002 Brownfields Amendments.

2.1.1 Regulatory Database Review

In accordance with ASTM standards, the following database information will be reviewed:

FEDERAL AGENCY DATA

	Minimum Search Distance
• National Priority List (NPL)	1 mile
• Resource Conservation and Recovery Act (RCRA) Corrective Action (CORRACTS) Treatment Storage and Disposal (TSD) Facilities	1 mile
• RCRA non-CORRACTS TSD Facilities List	½ mile
• RCRA Generators	Site/Adjoining sites
• Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS)	½ mile
• CERCLIS No Further Remedial Action Plan (NFRAP) list	½ mile
• Emergency Response Notification System (ERNS)	Site

STATE AGENCY DATA

	Minimum Search Distance
• State Priority List	1 mile
• State CERCLIS equivalent	½ mile
• Underground storage tank (UST) list	Site/Adjoining sites
• Leaking underground storage tank (LUST) list	½ mile
• Landfill/solid waste site lists	½ mile
• Groundwater well registry	Site
• Dry well registry	Site
• Geology	Vicinity
• Hydrogeology	Vicinity

2.1.2 Review of Site Historical Use

Historical information used to identify past and present land uses of the Site and the study area (½ mile radius of the site) will be obtained through a review of reasonable and available aerial photographs, maps, and other documents. The following historical information sources will be used in the review, if available.

- United States Geological Survey (USGS) topographical maps
- State and county atlases, if available
- City directories for the site
- Facility maps, diagrams, blueprints, reports or drawings for the Site or the study area made available by Client
- Historical aerial photographs

User Provided Information

As part of completing the Phase I ESA according to the EPA AAI Rule and ASTM Standard E1527-05, the City (the User) will need to provide the following information to AMEC:

Consideration of purchase price versus fair market value of the Site.

- The fair market value must be compared to the purchase price of the Site, if the Site was not impacted by contamination.

Consideration of specialized knowledge.

- Specialized knowledge that the user may have regarding the Site or operations at the Site must be considered.

Consideration of commonly known information about the Site.

- Commonly known information about the Site must be considered by both the user and AMEC. Commonly known information could be identified through interviews, website information, newspaper articles, and other information commonly and publicly known about the Site.

Consideration of the degree of obviousness of contamination.

- Both the user and AMEC must consider all of the information obtained during the Phase I ESA and form an opinion regarding the degree of obviousness of contamination at the Site.

2.1.3 Site Reconnaissance

The Site reconnaissance will involve an on-site assessment and survey of the study area. Accessible areas of the Site will be visually surveyed for recognized environmental conditions (RECs) as defined by ASTM E 1527-05, and observations will be made relative to existing site conditions, site activities, and land use. Photographs will be taken documenting the general site conditions and any other potentially important features observed on and adjacent to the Site. The reconnaissance of the study area will also involve observation of those properties within a ½ mile radius from the Site to identify general land uses and factors representing potential environmental concerns.

In conjunction with the reconnaissance, AMEC will conduct interviews with present, past owners/occupants, and local agencies as available that may have information of past and/or present conditions or activities on the Site.

2.1.4 Report of Findings

The data and information gathered during the review of regulatory databases, historical use, on-site review, and off-site touring will be evaluated and presented in a written report. The report will document the information obtained during the study and present the findings and conclusions that may warrant further study. The Environmental Professional responsible for the Phase I ESA will sign the report. AMEC will provide three hard copies and one electronic copy (on compact disc) of the report.

The Report will be based on data and information collected during the Phase I ESA. The report will be based solely on the conditions of the Site encountered at the time of the Site visit supplemented by a review of historical information and data obtained by AMEC, and discussion with a representative of the owner/occupant. Except as otherwise specified, AMEC disclaims any obligation to update the report for events taking place, or with respect to information that becomes available to AMEC after the time during which AMEC completes the Phase I ESA report.

2.2 Task 2 - Phase II ESA

Typically a Phase II ESA is conducted in response to findings of recognized environmental conditions (RECs) identified during a Phase I ESA. However, since it is known that the subject site was a former crop dusting facility and pesticide impacted soil has been identified on the adjacent site. AMEC presents the following scope of services to investigate this REC. If the findings of the Phase I ESA identify additional information, RECs or reveal more detailed information with respect to crop dusting activities, our recommendations for Phase II ESA services may be revised.

2.2.1 Task 2.1 - Work Plan

AMEC will prepare a single abbreviated Work Plan (WP) that will include a Health and Safety Plan (HSP) and Sampling and Analysis Plan (SAP). The WP will specify the methodology/scope of services to be performed in this project. The HSP will be prepared for the protection of personnel during field activities. The HSP will provide requested information related to access, medical resources, and emergency response in accordance with Federal, State and Local laws. The SAP will include a field sampling plan and a quality assurance project plan. AMEC will also prepare a version of the SAP as a stand alone document based upon the EPA template for SAPs, Version 3 – Brownfield Projects.

2.2.2 Community Outreach Plan

AMEC's outreach plan will demonstrate a commitment to open, two-way communication with the individuals living or working near the Brownfield property being evaluated or targeted for redevelopment. The plan will specify what outreach activities will be implemented and will include a

timeline to indicate when community outreach activities will occur. The activities may include public meetings, Brownfield redevelopment workshops, and/or site visits (if the site is considered safe for visiting). Meetings will be scheduled well in advance and at times that are convenient for community participants. This may mean holding meetings during the evening or other times outside of typical business hours. It also includes seeking input from stakeholders, especially potential community participants as to when and where meetings will be held. The plan will include procedures for distribution of information on meetings and other activities in a manner that encourages participation. Announcements and notifications will be targeted toward all potentially affected neighborhoods and stakeholders, and all income and age groups. The following are potential ways that we may announce meetings and activities:

- Newspapers
- Community newsletters
- Notices displayed in stores, libraries, churches, community bulletin boards, and other public locations
- Announcements on community television programs
- Telephone calls or direct mailings to non-governmental organizations, and community groups in the area
- Door-to-door personal invitations

2.2.3 Task 2.3 - Soils Investigation

The Soil Investigation will be detailed in the WP and will be subject to ADEQ Approval. For the purposes of this proposal, AMEC's approach for sampling is as follows:

AMEC will divide the site into two focus areas. The west half of the site consists of the pesticide storage, mixing, and aircraft loading, turnaround and parking areas and a portion of the landing strip. The east half consists of the remaining landing strip and agricultural property. Each portion of the site will be set up on a grid system with sample points. The grid system for the western portion of the site will be more concentrated due to historical operations in this area.

Soil samples will be collected at each grid point at depths of 6 inches, 12 inches and 2 feet bgs. Each soil sample will be evaluated using the Enzyme-linked ImmunoSorbent Assay (ELISA) screening method for Toxaphene. Toxaphene was detected at orders of magnitude higher than other constituents at the site west and adjacent to the property and was therefore chosen as the compound to be used to delineate the extent of pesticide contamination in soil at the former crop dusting facility. Those samples that display the highest levels of Toxaphene, based on the semi-quantitative results from the ELISA test, will be submitted to a laboratory for confirmation analysis and speciation. Approximately ten percent of the samples will be submitted for laboratory analysis for Organochlorine Pesticides (that includes Toxaphene, DDT, DDD, and DDE) using EPA test Method 8081.

AMEC believes this screening approach followed by laboratory analysis of soil samples is most appropriate given that contamination is suspected to exist. This approach will allow AMEC to more precisely and efficiently delineate the extent of contamination and possibly minimize the extent of

remediation efforts required.

2.2.4 Task - 2.4 Soils Investigation Report

AMEC will prepare a report summarizing the analytical results and comparing them to applicable current NR-SRLs. The report will summarize the investigation techniques employed as well as provide a discussion of the analytical results. The data will be tabulated and maps showing sample locations and the extent of pesticide impacted soil will be provided. AMEC will provide recommendations for any necessary remediation along with estimated costs. The City will be provided with up to three hard copies and one electronic copy (on compact disc) of the final report.

3.0 PROPOSED PERSONNEL AND AVAILABILITY

AMEC has assembled a project team that is highly qualified and experienced in all aspects of the proposed project. All of these individuals are located in our Tempe, Arizona office. The entire project team will be available on an as-needed basis to meet the needs of this project. Each team member can be available up to 100 percent of the time (based upon a 40-hour work week), if necessary.

4.0 SCHEDULE

AMEC is prepared to perform the work in a detailed and expeditious manner, and devote the time and personnel necessary to complete the project by the expected deadline. We anticipate that the project will be complete within approximately 90 days from notice to proceed. The schedule times will be subject to review required by ADEQ and/or EPA.

5.0 COST ESTIMATE

All project costs will be incurred in accordance with the terms and conditions set forth in this proposal, and amendments thereto. All labor, equipment, and subcontractor mark-up fees will be in accordance with the contract requirements. The total project cost is **$46,835.85**. A breakdown of project costs is attached at the end of this proposal.

6.0 AUTHORIZATION

Authorization to proceed can be granted by issuance of a fully executed contract. AMEC respectfully requests that the City replace Section 9, Performance Warranty, of the Standard Professional Services Agreement, with the following language:

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement of this Agreement and Consultant will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions.

We trust our proposal meets your project needs, and look forward to the opportunity to further discuss AMEC's capabilities with you. Please do not hesitate to call if you have any questions regarding this submittal. Thank you for your time and consideration.

Respectfully submitted,

AMEC Earth & Environmental, Inc.

Tim M. Ostapuk, CIEC
Project Manager

Reviewed by:

Julianne M. Hamilton, P.G.
Client Service Manager

c: Addressee (1 original)

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City of Avondale
Phase I and II ESA - Revision 1
13.7-Acre Property

Description	Units	Rate	Quantity	Subtotal
TASK 1 - PHASE I ESA				
Task Manager	Hours	$95.00	26	$2,470.00
Project Reviewer	Hours	$135.00	6	$810.00
Program Manager	Hours	$160.00	4	$640.00
EDR Report	Unit	$373.75	1	$373.75
Truck Charges	Unit	$75.00	1	$75.00
Drafting	Hours	$80.00	3	$240.00
Word Processing	Hours	$60.00	6	$360.00
Report Production	page	$0.35	750	$262.50
Total Task 1 - Phase I ESA				**$5,231.25**
TASK 2 - PHASE II ESA				
Task 2.1 - Work Plan				
Task Manager	Hours	$95.00	30	$2,850.00
Drafting	Hours	$80.00	5	$400.00
Word Processing	Hours	$60.00	4	$240.00
Project Reviewer	Hours	$135.00	8	$1,080.00
Program Manager	Hours	$160.00	4	$640.00
Work Plan Production	page	$0.35	500	$175.00
Subtotal Task 2.1 - Work Plan				**$5,385.00**
Task 2.2 - Community Outreach Plan				
Task Manager	Hours	$95.00	35	$3,325.00
Drafting	Hours	$80.00	10	$800.00
Word Processing	Hours	$60.00	4	$240.00
Project Reviewer	Hours	$135.00	8	$1,080.00
Program Manager	Hours	$160.00	10	$1,600.00
Expenses (signage, mailings, publications)	Unit	$1,000.00	1	$1,000.00
Subtotal Task 2.2 - Community Outreach Plan				**$8,045.00**
Task 2.3 - Soils Investigation				
Task Manager	Hours	$95.00	40	$3,800.00
Environmental Scientist	Hours	$80.00	25	$2,000.00
10% Laboratory analysis (Aerotech Labs with 10% markup)	Each	$125.40	24	$3,009.60
ELISA Test Materials	Each	$45.00	180	$8,100.00
Push Rig Rental and Operator	Day	$2,300.00	2	$4,600.00
Field Supplies (cost plus 10%)			1	$250.00
Subtotal Task 2.3 - Soils Investigation				**$21,759.60**
Task 2.4 - Report				
Program Manager	Hours	$160	8	$1,280.00
Project Reviewer	Hours	$135	8	$1,080.00
Task Manager	Hours	$95	24	$2,280.00
Environmental Scientist	Hours	$80	8	$640.00
Clerical	Hours	$60	8	$480.00
Drafting	Hours	$80	6	$480.00
Report Production	Page	$0.35	500	$175.00
Subtotal Task 2.4 - Report				**$6,415.00**
Total Task 2 - Phase II ESA				**$41,604.60**
TOTAL PROJECT COST ESTIMATE:				**$46,835.85**

Other direct costs not itemized above will be billed at cost plus 10% mark up.

CITY COUNCIL REPORT

SUBJECT:
Terminate Current Streetlight Contracts and Approve Two New Streetlight Contracts Between Arizona Public Service Company and the City of Avondale

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: David Fitzhugh, P.E., Interim City Engineer - 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council terminate the Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48220, the Contract Under the Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48224, the Operation, Maintenance, and Facilities Agreement - APS Contract No. 48222, the Streetlight Energy Agreement - APS Contract No. 48221, and the Master License Agreement for Streetlight Facilities Attachments to APS' Poles - APS Contract No. 48223, approve the new Streetlight Energy Agreement and Streetlight Pole Use License Agreement, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale contracted with Arizona Public Service Company (APS) and Salt River Project Agricultural Improvement and Power District (SRP) to install, maintain, repair and operate streetlights located within Avondale City Limits. This service has been provided since 1996 and 1997 respectively.

In recent years, the City of Avondale has experienced a tremendous amount of growth. As the City's population continued to grow, the number of streetlights installed, maintained, repaired, and operated also grew. Unfortunately, the costs to receive these services increased as did the response time to repair the streetlights. As a result, staff conducted a cost-benefit analysis which concluded that it would be beneficial for the City to operate, maintain and repair its own streetlights. This would be accomplished through the addition of new personnel, equipment and supplies. The most notable difference would be that the City of Avondale residents would receive a high level of customer service.

DISCUSSION:

In anticipation of the City's new Streetlight Repair and Maintenance Program, several items needed to be addressed. Namely, new personnel, a vehicle and supplies would need to be acquired, the City's current contracts with APS and SRP would need to be terminated, two (2) new contracts with APS would need to be approved, and public outreach and education would need to occur.

Personnel, Vehicle and Supplies

Personnel - Two (2) new Streetlight Technician positions were budgeted for in FY06-07 and have been filled. These positions are responsible for the maintenance and repair of streetlights and will serve as back-up for the Traffic Signal Technician and the Traffic Operations Technicians.

Vehicle - A new platform truck was purchased and received which will be utilized by both the Streetlight Technicians and the Traffic Signal Technician to maintain and repair streetlights and traffic signals.

Supplies - Streetlight replacement parts and supplies have been and will continue to be ordered throughout the

course of the program.

Termination of Streetlight Contracts

The City of Avondale contracted with APS and SRP to purchase, install, maintain, repair and operate streetlights located within Avondale City Limits. The City has two (2) streetlight contracts with SRP, Street Light Sale, Service and Maintenance Agreement and Amendment No. 1 thereto. In accordance with the requirements of SRP's contracts, a three (3) month written notice of termination is required. Coincidentally, SRP notified the City that they were no longer going to provide streetlight operation and maintenance services. On May 2, 2007 staff met with representatives from SRP to discuss termination conditions. On May 14, 2007 the City of Avondale issued a termination notice to SRP. Effective July 1, 2007, the City began the operation, maintenance and repair of SRP streetlight facilities located within corporate limits of the City. Staff will return to Council in the near future with a new contract for electrical charges and use of power poles for street lights.

The City has five (5) streetlight contracts with APS: 1) Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48220; 2) Contract Under the Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48224; 3) Operation, Maintenance, and Facilities Agreement - APS Contract No. 48222; 4) Streetlight Energy Agreement - APS Contract No. 48221; and 5) Master License Agreement for Streetlight Facilities Attachments to APS' Poles - APS Contract No. 48223. In accordance with the requirements of APS' contracts, a six (6) month written notice of termination is required. Staff had several conversations with APS notifying them of the City's interest in taking over the operation, repair and maintenance of Avondale streetlights. On May 7, 2007 staff met with APS to discuss termination requirements. The representative from APS stated the Master Agreement for the Sale of APS Owned Streetlight Facilities, Contract Under the Master Agreement for the Sale of APS Owned Streetlight Facilities, and the Operation, Maintenance, and Facilities Agreement contracts could be terminated inconsequentially however, the City is still in need of the Streetlight Energy Agreement, and the Master License Agreement for Streetlight Facilities Attachments to APS' Poles Agreement contracts. The six (6) month notification for the termination of the APS contracts could be waived however, APS' attorney would require new contracts for the Streetlight Energy Agreement and the Master License Agreement for Streetlight Facilities Attachments to APS' Poles Agreement. The main objective for the new contracts is to include indemnification language. After thorough review, Avondale's City Attorney has approved APS' two (2) new contracts: Streetlight Energy Agreement and Streetlight Pole Use License Agreement. Upon City Council approval, the City will begin the operation, maintenance and repair of APS streetlight facilities located within corporate limits of the City.

Public Outreach and Education

On June 25, 2007 staff issued a press release notifying the public of the City's new Streetlight Repair and Maintenance Program. In an effort to streamline repairs, a hotline (623-333-4201) has been established for the reporting of streetlight outages. Outages can be reported by anyone, 24 hours a day, seven (7) days a week. The Engineering Department and the FAQ section of the City's website have also been updated to provide instructions on how to report streetlight outages. In addition, information on the program was published in the July edition of the RAVE Review magazine, the August edition of City Page, a new slide was issued on Channel 11 and an article was included within a July HOA newsletter.

The most notable difference with the implementation of the City's own Streetlight Repair and Maintenance Program will be that streetlight repairs will be completed within two (2) to three (3) working days, with the exception of knockdowns/emergencies. Knockdowns are considered streetlight poles that are completely damaged (usually through a traffic accident) and the streetlight cannot be repaired. The City has contracted with B & F Contracting, Inc. to perform knockdown/emergency repairs. This type of repair will be completed within ten (10) to fourteen (14) working days.

BUDGETARY IMPACT:

Funding for the City's In-House Streetlight Repair and Maintenance Program is available in the Traffic Engineering Division Budget, line items 201-5925-00-5010, 201-5925-00-6180 and 201-5925-00-7691.

RECOMENDATION:

Staff recommends that the City Council terminate the Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48220, the Contract Under the Master Agreement for the Sale of APS Owned Streetlight Facilities - APS Contract No. 48224, the Operation, Maintenance, and Facilities Agreement - APS Contract No. 48222, the Streetlight Energy Agreement - APS Contract No. 48221, and the Master License Agreement for Streetlight Facilities Attachments to APS' Poles - APS Contract No. 48223, approve the new Streetlight Energy Agreement and Streetlight Pole Use License Agreement, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Termination Letter
- Pole License
- Energy Agr

City of Avondale

July 23, 2007

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Nancy Loftin
Vice President and General Counsel
c/o Randy Edwards, Section Leader, Outdoor Lighting
Arizona Public Service Company

P.O. Box 53933 M.S. 3532
Phoenix, AZ 85072

Re: **Termination of Power Agreements**

Dear Ms. Loftin:

This letter shall serve as the City's written notification to terminate the Operation, Maintenance and Facilities Agreement Between Arizona Public Service Company ("APS") and the City of Avondale (the "City"), dated January 5, 1996, APS Contract No. 48222 (the "O&M Agreement"), the Master Agreement Between APS and the City for the Sale of APS Owned Streetlight Facilities, APS Contract No. 48220 (the "Master Agreement"), the Contract Under the Master Agreement Between APS and the City for the Sale of APS Owned Streetlight Facilities, APS Contract No. 48224 (the "Facilities Contract"), the Streetlight Energy Agreement Between APS and the City, APS Contract No. 48221 (the "Energy Agreement") and the Master License Agreement Between APS and the City for Streetlight Facilities Attachments to APS' Poles, APS Contract No. 48223 (the "License Agreement")(the O&M Agreement, the Master Agreement, the Facilities Contract, the Energy Agreement and the License Agreement are collectively referred to herein as the "Agreements").

Confirming the understanding reached at the May 7, 2007, meeting between City staff and Mr. Randy Edwards of APS, both parties agree that (i) notwithstanding the various provisions in the Agreements with respect to termination, the Agreements shall terminate as of August 1, 2007 and (ii) the City shall operate, maintain and service streetlight facilities located within corporate limits of the City effective August 1, 2007.

Please sign and date the signature block below (i) acknowledging the accuracy of the statements in the foregoing sentence and (ii) accepting termination of the Agreements. A duplicate original is enclosed for your convenience.

Thank you for your time and assistance. Please feel free to contact me at (623) 333-1012 if you have questions.

Sincerely,

Rogene Hill
Acting City Manager

APPROVED AND ACCEPTED:

ARIZONA PUBLIC SERVICE COMPANY

By:_____

Name:_____

Title:_____

Date:_____

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF AVONDALE

APS CONTRACT NO.

DRAFT COPY

July 23, 2007

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF AVONDALE

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STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

1. PARTIES

The parties to this Streetlight Pole Use License Agreement ("License Agreement") are CITY OF AVONDALE, an Arizona municipal corporation, ("City"), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS"), hereinafter referred to individually as "Party" and collectively as the "Parties."

2. RECITALS

2.1 The Parties have entered into a Master sales agreement (APS Contract No. 48220 dated January 5, 1996, and a Contract under the Master sales agreement (APS Contract No. 48224, dated January 5, 1996) in which City has purchased streetlight facilities from APS within the existing City boundaries.

2.2 Additionally, the Parties entered into: i) a Streetlight Energy Agreement (APS Contract No. 48221 dated January 5, 1996) pursuant to which APS sells energy to City for the Streetlight Facilities (the "Energy Agreement"); ii) an Operations, Maintenance and Facilities Agreement (APS Contract No. 48222 dated January 5, 1996) pursuant to which APS operates and maintains City's Streetlight Facilities within APS' service territory (the "O&M Agreement"); and iii) a Master License Agreement (APS Contract No. 48223 dated January 5, 1996) pursuant to which City's Streetlight Facilities are allowed to be attached to APS' electric distribution poles (the "Original License Agreement").

2.3 The Parties now desire to enter into this License Agreement pursuant to which the

City may attach its streetlights to APS' electric distribution poles.

2.4 The Parties desire that this License Agreement replace and supersede the Original License Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this License Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

3.1 ACC: Arizona Corporation Commission.

3.2 Annual Attachment Fee: The fee set forth in Exhibit A assessed annually for attachment of Streetlight Facilities to each APS Pole.

3.3 APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of the Streetlight Facilities.

3.4 Due Date: The thirtieth (30th) calendar day after the invoice date.

3.5 Effective Date: The date specified in Section 23, Execution and Effective Date.

3.6 Interest: The per annum rate compounded monthly quoted by Citibank, N.A. as the prime interest rate quoted as of the first day of each month in which payment is past due. In the event such rate is no longer available, a rate will be selected by APS that is based upon comparable information.

3.7 Joint Pole Participant: Any entity with whom APS has entered into an agreement or arrangement to reciprocally own and furnish poles for joint use and by which

both parties have agreed to a method of pro-rating the fully allocated costs of ownership and maintenance of such joint use facilities, including the safety space and supporting structure.

3.8 License: A revocable, nonexclusive authorization to attach Streetlight Facilities to APS Poles, subject to the terms of this License Agreement. Such License(s) shall be issued by APS, in its sole discretion.

3.9 Other Licensee(s): Any entity, other than City, whom APS has authorized under any agreement or arrangement to attach its facilities to APS' Poles, for any purpose.

3.10 Streetlight Facilities: The facilities owned by the City consisting of streetlight mastarms, luminaires and lamps, protection fuses located in metal poles, photocontrols, external ballasts, electric service wires from the luminaires of the individual streetlight installation i) to the point one (1) foot beyond the end of the mastarm for overhead service to the streetlight and ii) to the point where such wire connects to APS' protection fuse installed in the APS-owned secondary junction box located near the base of the streetlight pole for underground service to the streetlight poles or iii) to the point where such wire exits the bottom of the streetlight pole for underground service where there is no APS-owned secondary junction box located near the base of the streetlight pole; and other streetlight facilities owned by City within APS' service territory.

4. LICENSE FOR ATTACHMENT TO POLES

4.1 Grant of License: Subject to the term and the other provisions of this License Agreement, APS hereby grants to City a License to maintain the location of those

Streetlight Facilities which, on the Effective Date of this License Agreement, are attached to APS Poles, in the location that they are then attached. Further, APS agrees to issue to City, upon its request, from time to time, subsequent to the Effective Date of this License Agreement, new Licenses authorizing the attachment of City owned Streetlight Facilities to various APS Poles as designated by APS in its sole discretion.

4.2 Other Rights Reserved:

4.2.1 Neither the use of APS Poles as authorized herein nor payment of any fees or charges required under this License Agreement shall create or vest in City any ownership or property rights in such APS Poles. City's right herein shall be and remain a license. Neither this License Agreement nor any License granted, or which may be granted, hereunder shall constitute an assignment of any of APS' rights to use any public thoroughfare or other public or private property at the location of APS Poles.

4.2.2 Nothing contained in this License Agreement shall be construed to compel APS to construct, retain, extend, place, or maintain APS electric distribution poles or other facilities for the benefit of City which are not needed for APS' own service requirements.

4.2.3 Nothing contained in this License Agreement shall be construed as a limitation, restriction, or prohibition against APS with respect to any agreement and/or arrangement which APS has previously entered into or may in the future enter into with any third parties regarding the APS Poles covered by this License Agreement. The rights of City shall at all times

be subject to any such existing agreement and/or arrangement, and to any such future agreement(s) and/or arrangement(s) with such third parties.

4.2.4 No License granted hereby or in the future under this License Agreement shall extend to any of APS' Poles where the placement of the Streetlight Facilities would result in terminating the rights of APS, Other Licensees, and/or Joint Pole Participants, to occupy the property on which such APS Poles are located. If the existence of the Streetlight Facilities on APS Poles would cause a termination of the right of APS, Other Licensees, and/or Joint Pole Participants, or any of them, to occupy such property, City hereby authorizes APS to remove without liability the Streetlight Facilities at City's expense. The removal costs will be in accordance with Exhibit B.

4.3 Annual Attachment Fees:

4.3.1 The Annual Attachment Fee shall be as specified in Exhibit A hereto.

4.3.2 The Annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of such adjustments shall be calculated by utilizing the cost index numbers from the most recent edition of the Handy Whitman Index of Public Utility Construction Costs ("H/W Index"), Plateau Region (E-5), Distribution Plant; Poles, Towers and Fixtures (FERC Account No. 364). The percentage of change in the annual average index numbers will be applied to the previous year's Annual Attachment Fee to determine the current year's Annual Attachment Fee, effective January 1st of each year. APS will provide the City with thirty (30) days notice before

implementing an adjustment to the fee.

4.3.3 The initial Annual Attachment Fee for attachments in existence prior to the Effective Date of this License Agreement shall be assessed at the annual rate set forth in Section 4.3.1 above, prorated from the effective date of this License Agreement to the end of the initial calendar year.

4.3.4 The total Annual Attachment Fee assessed as of the beginning of each calendar year shall be based upon the total number of licensed APS Poles on record, multiplied by the Annual Attachment Fee effective for that calendar year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, less the number of pole attachments whose License has been terminated, as of the last day of the previous calendar year.

4.4 Limitation of Liability:

APS shall not be liable to City for any special, incidental, indirect, or consequential loss or damage arising in any manner out of the use of APS Poles except for any such special, incidental or consequential loss or damage arising from any negligence or willful misconduct of APS, its employees, representatives or agents. APS reserves to itself, its successors and assigns, the right to locate and maintain its poles, including the APS Poles, and to operate its facilities in such a manner as will best enable APS to fulfill its electric service requirements.

5. TERM

This License Agreement shall terminate five (5) years from the Effective Date (the "Term") subject to the provisions of Section 8 FISCAL YEAR; *provided, however*, that

the Term shall thereafter be extended for subsequent five (5) year blocks of time, on the same terms and conditions, unless either Party gives the other Party written notice of its intention to terminate or to renegotiate the rates provided for in this License Agreement that are then in effect, no less than ninety (90) days prior to the scheduled termination date.

6. TERMINATION

6.1 Termination for Default: If APS or the City fails to comply with any of the terms and conditions of this License Agreement or defaults in any of its obligations under this License Agreement, and fails within thirty (30) days after the date of written notice from the other Party to correct such non-compliance or default, the non-defaulting Party may, at its option and in addition to any other rights or remedies it may have, immediately terminate this License Agreement and all Licenses issued pursuant hereto.

6.2 Removal of Streetlight Facilities:

6.2.1 In the event of termination of this License Agreement and/or any License(s), APS may remove City's Streetlight Facilities from APS Poles effected by such termination within sixty (60) days from the termination date; provided, however, that City shall be liable for and pay all applicable fees to APS until the Streetlight Facilities are actually removed from APS Poles. City shall pay APS for the removal of City's Streetlight Facilities from APS Poles as specified in Exhibit B. APS reserves the right to revise the costs in Exhibit B on an annual basis through the submittal of a revised Exhibit B to reflect APS' increased or decreased costs.

6.2.2 If City fails to remove the Streetlight Facilities in compliance with Section 6.2.1, APS shall have the right to remove such facilities at City's expense and without any liability on the part of APS.

6.3 Cancellation By City: The Parties hereto acknowledge that this License Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. DESIGNATED REPRESENTATIVES AND NOTICES

7.1 Designated Representatives: All communications relating to the day-to-day activities under this License Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party. Either Party may change said designated representatives from time to time by giving advance written notice.

APS:
Kristi Lyzwa
Arizona Public Service Co.
P.O. Box 53999, Station 3532
Phoenix, Arizona 85004
Telephone: 602-371-6134
FAX: 602-371-7473
E-mail: kristi.lyzwa@aps.com

CITY:
David Fitzhugh, Assistant City Manager
CITY OF AVONDALE
11465 W. Civic Center Drive, Suite 220
Avondale, AZ 85323-6809
Telephone: 623-333-1014
FAX: 623-333-0100
E-mail: dfitzhugh@avondale.org

7.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be send by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

To APS:
Arizona Public Service Co.
Vice President and General Counsel
400 N. 5th Street, Station 9068
Phoenix, Arizona 85004

To CITY:
CITY OF AVONDALE
Charles P. McClendon, City Manager
11465 W. Civic Center Drive, Suite 220
Avondale, AZ 85323-6809
Telephone: 623-333-1016
FAX: 623-333-1014

With a copy to:

Arizona Public Service Co.
Section Leader – Outdoor Lighting
Station 3532
P.O. Box 53999
Phoenix, AZ 85072-3999

Gust Rosenfeld, PLC
Attn: Andrew J. McGuire_201 E. Washington Street, Suite 800
Phoenix, AZ 85004-2327
Telephone: 602-257-7664
FAX: 602-340-1538

7.3 Invoices and Payments: Invoices and payments pursuant to this License Agreement shall be sent to:

Arizona Public Service Company
P.O. Box 53920
Phoenix, AZ 85072-3920

Kevin Artz, Finance and Budget Director
11465 W. Civic Center Drive, Suite 250Avondale, AZ 85323-6809

8. FISCAL YEAR

The provisions of this Energy Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Energy Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Energy Agreement and the City shall keep APS fully informed as to the availability of funds for the Energy Agreement. The

City's obligation to make any payment pursuant to this Energy Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. The City shall take all steps reasonably available to it to cause such payments to be included in its budget presented to City Council each fiscal year in the form of an appropriation for monies that will be due under this License Agreement during the subsequent year. This provision shall not be construed so as to permit City to terminate this License Agreement in order to acquire similar service from another provider of electric service or streetlight maintenance service.

9. UNCONTROLLABLE FORCES

9.1 Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term "uncontrollable force" in interpreting or construing this License Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that

risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

9.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this License Agreement (other than its obligation to pay money), then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this License Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default, except for the obligation to make payment for bills rendered pursuant to Section 11 BILLING, PAYMENT AND TAXES. While payment is still required during uncontrollable force situations payment will not be required in those instances where services have been suspended or the billed services are not or have not been provided.

10. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this License Agreement, or to exercise any of the rights or remedies provided by this

License Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this License Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this License Agreement.

11. BILLING, PAYMENT AND TAXES

11.1 Annual Attachment Fee: The initial total Annual Attachment Fee shall be payable as of the effective date of the License, as appropriate. Thereafter, the total Annual Attachment Fee shall be payable in advance, as of the first day of January of the applicable year.

11.2 Payment: APS shall receive payment from City on or before the Due Date. Payment shall be mailed to the address specified in Section 7.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

11.3 Disputed Bill: : The City agrees to pay all undisputed bills or portions of bills and to notify its designated APS representative of any bill dispute prior to the delinquent date of the bill. APS will promptly investigate any disputed amounts and will notify the City of the results of such investigation. If the disputed portion of the bill is found to be incorrect, APS shall issue a corrected bill to the City; if the disputed portion of the bill is found to be correct, the City shall pay such disputed amounts, including interest at the rate set forth in paragraph 11.4.2 below, to APS within seven (7) calendar days after receiving APS's results of investigation.

11.4 Delinquent Bill: Delinquent Bill: If City's bill becomes delinquent for a period of thirty (30) days after the Date of Invoice, APS shall have the right at its option:

11.4.1 To exercise any remedy provided by law, including immediate termination of this Pole Use Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

11.4.2 All charges unpaid after the thirty (30) day period shall bear interest thereafter at the rate of 18% per annum until the past due charges, including interest accrued thereon, are paid in full.

11.4.3 The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.5 Taxes: City shall pay any and all applicable sales tax, transaction privilege tax or other tax assessed or assessable as the result of APS providing services hereunder. City shall indemnify and save harmless APS from all transaction privilege, gross receipts, use, compensating and like taxes, impositions, or assessments, now or hereafter imposed or levied by the State of Arizona, or any city, town, county or other division thereof in connection with this License Agreement. City agrees that, as a matter of law, the indemnities and other agreements set forth in this Section are legally binding and enforceable obligations of the City.

12. ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If City acquires additional streetlight facilities, the terms and conditions of this License Agreement will apply upon the effective date of said acquisition.

13. GOVERNING LAW AND VENUE

This License Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this License Agreement shall be brought in the Superior Court of Maricopa County.

14. SEVERABILITY

If any provision of this License Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this License Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

15. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this License Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party, (a) transfer, pledge, or assign this License Agreement as security for any financing; (b) transfer, assign or delegate this License Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity, parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this License Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide prompt notice to the other Party of the transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

City acknowledges and represents that this License Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this License Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this License Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties, unless otherwise expressly provided, shall survive the expiration or termination of this License Agreement.

18. PRECEDENCE

18.1 Order of Precedence: In the event of conflict between this License Agreement and any referenced document, the order of precedence shall be this License Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

18.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 18.1.

19. ENTIRE AGREEMENT, MODIFICATION

This License Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this License Agreement, whether written or oral,

including the Original License Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this License Agreement and this License Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of City to pay amounts due under prior agreements. This License Agreement includes all documents attached hereto and incorporated herein by reference. Specifically included as exhibits to this License Agreement and attached hereto are the following:

Exhibit A – Annual Attachment Fee

Exhibit B - Removal Costs

Exhibit C – Insurance

20. INSURANCE

City shall provide and maintain the insurance coverages and shall comply with the insurance requirements set forth in Exhibit C, INSURANCE.

21. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein or in any other agreement between the Parties hereto, each Party making a covenant, agreement, representation or warranty in this License Agreement shall, to the extent permitted by law, indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost,

damage or expense is not the result of negligence, willful misconduct or a breach of this License Agreement by the Party to be indemnified.

In order for the requirement of indemnification to be enforceable, the Party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 30 days of the date the Party wishing to be indemnified first learns of the event.

22. LEGAL REQUIREMENTS

22.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this License Agreement.

22.2 Safety Statute: Nothing contained in this License Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of City's obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

23. EXECUTION AND EFFECTIVE DATE

Each Party to this License Agreement hereby represents and warrants that (i) it has full authority to enter this License Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this License Agreement have been taken, (ii) the person

executing this License Agreement on its behalf has been duly authorized to execute this License Agreement, and (iii) this License Agreement constitutes legally binding and enforceable obligations of such Party. This License Agreement shall be effective as of the _____ day of_____, 2007.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF AVONDALE

SIGNATURE: _____

NAME: _____

TITLE: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

ANNUAL ATTACHMENT FEE

Commencing January 1, 2007, the Annual Attachment Fee for calendar year 2007 shall be $5.51 per APS' Pole.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE:_____

NAME:_____

TITLE:_____

CITY OF AVONDALE

SIGNATURE:_____

NAME:_____

TITLE:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT B

STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

REMOVAL COSTS[1]

REMOVAL

		# of Units	$ per Unit	TOTAL $
FIXTURES				
Acorn			$78.00	$0.00
			$78.00	$0.00
Architectural			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
Cobra/Roadway			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$52.00	$0.00
Decorative Transit			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
Flood			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
			$78.00	$0.00
Post Top			$49.00	$0.00
	Gray		$49.00	$0.00
	Black		$49.00	$0.00
	Transit		$49.00	$0.00
Frozen			$49.00	$0.00
			$49.00	$0.00
			$49.00	$0.00
			$49.00	$0.00
		0		
ARMS				
Cobra/Roadway			$16.00	$0.00
			$16.00	$0.00
			$16.00	$0.00
			$16.00	$0.00
			$16.00	$0.00
			$16.00	$0.00

REMOVAL

		# of Units	$ per Unit	TOTAL $
ARMS cont.				
Architectural			$56.00	$0.00
			$56.00	$0.00
			$56.00	$0.00
			$56.00	$0.00
			$57.00	$0.00
			$62.00	$0.00
Decorative Transit			$56.00	$0.00
POLES				
Anchor Base	Round Steel		$46.00	$0.00
Mounted (Flush)	1 Adapter		$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
	2 Adapter		$45.00	$0.00
			$45.00	$0.00
			$45.00	$0.00
			$45.00	$0.00
			$45.00	$0.00
	Square Steel		$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
	Concrete		$68.00	$0.00
	Fiberglass		$68.00	$0.00
	Decorative Transit Post Top		$46.00	$0.00
	Decorative Transit Pedestrian		$66.00	$0.00
	Decorative Transit		$66.00	$0.00
Anchor Base	Round Steel		$46.00	$0.00
Mounted	1 Adapter		$46.00	$0.00
(Pedestal)			$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
	2 Adapter		$45.00	$0.00
			$45.00	$0.00
			$45.00	$0.00
			$46.00	$0.00
			$45.00	$0.00
	3-Bolt Arm		$46.00	$0.00
	Square Steel		$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00

REMOVAL

		# of Units	$ per Unit	TOTAL $
POLES cont.			$46.00	$0.00
			$46.00	$0.00
			$46.00	$0.00
Direct Bury	Round Steel		$192.00	$0.00
			$192.00	$0.00
			$192.00	$0.00
			$192.00	$0.00
			$298.00	$0.00
	Decorative		$192.00	$0.00
	Transit		$192.00	$0.00
	Square Steel		$192.00	$0.00
			$192.00	$0.00
			$192.00	$0.00
			$192.00	$0.00
	Steel Distribution Pole		$519.00	$0.00
Post Top	Gray Steel /Fiberglass		$192.00	$0.00
	Black Steel		$192.00	$0.00
Frozen	Wood Poles		$519.00	$0.00
			$519.00	$0.00
			$519.00	$0.00
ANCHOR BASE				
Flush			N/A	
			N/A	
Pedestal			N/A	
			N/A	
				$0.00

EXHIBIT C

STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

INSURANCE

1. During the term of and until all obligations under this License Agreement are satisfied, City shall provide and maintain in forms and insurers acceptable to APS the following insurance coverages or City may, at its option, provide such coverages on a "self-insured" basis:

1.1. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over City's employees engaged in the performance of the work, and Employer's Liability insurance with a minimum limit of FIVE HUNDRED THOUSAND DOLLARS ($500,000).

1.2. Commercial General Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS ($2,000,000) each occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, personal injury liability (including coverage for contractual and employee acts), and blanket contractual. Said policy shall contain a severability of interests provision.

1.3. Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS ($2,000,000) each occurrence with respect to City's vehicles whether owned, hired, or nonowned, assigned to or used in connection with this License Agreement.

2. The policies required by Sections 1.2 and 1.3 herein shall be endorsed to include APS, its officers and employees as additional insureds and shall stipulate that the insurance afforded for APS, its officers and employees shall be primary insurance and that any insurance carried by APS, its officers or employees shall be excess and not contributory insurance.

3. City and its insurers providing the required coverages shall waive all rights of recovery against APS and its directors, officers, employees, and agents for damages or injuries arising out of negligence of the City, its employees or agents.

4. Prior to the issuance of any License under this License Agreement, City shall furnish APS with certificates of insurance or certificates of self-insurance as evidence that the required

coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than sixty (60) days' advance notice of cancellation, termination, or alteration shall be sent directly to APS addressed as follows:

Arizona Public Service Company
Outdoor Lighting Department
PO Box 53999 - Station 3532
Phoenix, AZ 85072-3999

5. APS reserves the right to request and receive certified copies of any or all of the above certificates, policies and/or endorsements.
6. APS reserves the right, from time to time, to review these insurance requirements and to require City to make changes in such insurance or to provide additional insurance or amounts of insurance coverage, as deemed necessary by APS, based on circumstances as they exist at that time.
7. The stipulation of insurance coverages in this Exhibit C shall not be construed to limit or waive any liabilities or other obligations of City to APS, or any other parties, in connection with this License Agreement.

END OF EXHIBIT C

Revision No.: Original

Effective Date:_____

STREETLIGHT ENERGY AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF AVONDALE

APS CONTRACT NO.

July 23, 2007

STREETLIGHT ENERGY AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF AVONDALE

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STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

1. PARTIES

The parties to this Streetlight Energy Agreement (the "Energy Agreement") are CITY OF AVONDALE, an Arizona municipal corporation ("City"), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS"), hereinafter referred to individually as "Party" and collectively as the "Parties."

2. RECITALS

2.1 The Parties have entered into a Master streetlight sales agreement (APS Contract No. 48220 dated January 5, 1996), and a contract under the Master sales agreement (APS Contract No. 48224, dated January 5, 1996), in which City has purchased streetlight facilities from APS within the existing City boundaries.

2.2 Additionally, the Parties entered into: i) a Streetlight Energy Agreement (APS Contract No. 48221 dated January 5, 1996) pursuant to which APS sells energy to City for the Streetlight Facilities (the "Former Energy Agreement"); ii) an Operations, Maintenance and Facilities Agreement (APS Contract No. 48222 dated January 5, 1996) pursuant to which APS operates and maintains City's Streetlight Facilities within APS' service territory (the "O&M Agreement"); and iii) a Master License Agreement (APS Contract No. 48223 dated January 5, 1996) pursuant to which City's Streetlight Facilities are allowed to be attached to APS' electric distribution poles (the "License Agreement").

2.3 The Parties now desire to enter into this Energy Agreement pursuant to which APS will supply energy for the streetlights.

2.4 The Parties desire that this Energy Agreement replace and supersede the Former Energy Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this Energy Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

3.1 ACC: Arizona Corporation Commission.

3.2 Dawn: The time between full dark and sunrise when a Photocontrol senses sufficient sunlight to turn off streetlights.

3.3 Due Date: The fifteenth (15th) calendar day after the invoice date.

3.4 Dusk: The time between sunset and full dark when a Photocontrol senses the lack of sufficient sunlight and turns on streetlights.

3.5 Effective Date: The date specified in Section 24, Execution and Effective Date.

3.6 Interest: The per annum rate compounded monthly quoted by Citibank, N.A. as the prime interest rate quoted as of the first day of each month in which payment is past due. In the event such rate is no longer available, a rate will be selected by APS that is based upon comparable information.

3.7 Monthly Billing Energy: The kilowatt-hours ("kWh") upon which the monthly billings will be based as set forth in Exhibit A and Exhibit B.

3.8 Photocontrol: A photoelectric cell which is designed to turn streetlights on at Dusk and to turn streetlights off at Dawn, that meets the standards specified in American National Standards Institute (ANSI) C136.10 –1988 "Locking-Type Photocontrol Devices and Mating Receptacles – Physical and Electrical Interchangeability and Testing."

3.9 Streetlight Facilities: The facilities owned by the City consisting of poles dedicated only to streetlighting service that support APS' secondary conductors and no other APS attachment(s); streetlight mastarms, luminaires and lamps, protection fuses located in metal poles, Photocontrols, external ballasts, electric service wires from the luminaires of the individual streetlight installation i) to the point one (1) foot beyond the end of the mastarm for overhead service to the streetlight and ii) to the point where such wire connects to APS' protection fuse installed in the APS-owned secondary junction box located near the base of the streetlight pole for underground service tot he streetlight poles or iii) to the point where such wire exits the bottom of the streetlight pole for underground service where there is no APS-owned secondary junction box located near the base of the streetlight pole; and other streetlight facilities owned by City within APS' service territory.

4. ELECTRIC SERVICE

4.1 APS' Obligations: APS shall provide electric service for Streetlights in accordance with the terms and conditions of this Energy Agreement and APS'

Schedule 1 "Terms and Conditions for Standard Offer and Direct Access Services" ("Schedule 1"), as filed with the ACC, which is subject to change and is attached hereto in its current form as Exhibit C. In the event of a conflict(s) between any provision of this Energy Agreement and Schedule 1, the provisions of this Energy Agreement shall apply.

4.2 Operation Time: Operation of the Streetlight Facilities shall be from Dusk to Dawn. Notwithstanding the foregoing, City agrees that APS cannot guarantee uninterrupted electric service. APS shall not be liable to City for any damages occasioned by fluctuations, interruptions, or curtailment of electric service, except where due to APS' willful misconduct or gross negligence. APS will notify City of any planned outages. When possible notice will be given at least twenty four (24) hours before the planned outage.

Operation of Streetlight Facilities at times other than from Dusk to Dawn shall be subject to additional energy charges at APS' option. Either Party may notify the other Party of any circumstances which may have caused extended streetlight outages or extended streetlight operation times and the Parties will negotiate in good faith to determine whether an adjustment is appropriate to the City's monthly streetlight bill.

4.3 Point(s) of Delivery: The point(s) where energy is delivered hereunder shall be where APS' electric service wire connects to (i) City's electric service wires one (1) foot before the service wires enter the mastarm for overhead service to the streetlight poles or, (ii) City's protection fuse or termination point installed in the APS-owned secondary junction box located near the base of the streetlight pole

for underground service to the streetlight poles or, (iii) City's electric service wires exiting the bottom of City's streetlight pole for underground service to the metal streetlight poles where there is no APS-owned secondary junction box located near the base of the streetlight pole.

4.4 Rates for Electric Service:

4.4.1 The applicable rate and related provisions for electrical service rendered to City shall be computed in accordance with Exhibit A, unless and until changed as provided for in Section 4.4.4 hereof. The rate specified in Exhibit A shall be increased or decreased as provided in Section 4.4.4; provided, however, that the Parties acknowledge the ACC's jurisdiction to alter the energy rate under this Energy Agreement.

4.4.2 The Parties agree that the rate set forth herein will remain in effect until changed in accordance with Section 4.4.4 or by the ACC. However, such rate is subject to: a) adjustments monthly to reflect applicable sales taxes and regulatory assessment to the same extent as such adjustments apply to other APS retail rate schedules on file with the ACC; and b) such changes in the rate as may be authorized by the ACC from time to time. APS shall provide City with advance notice of any such rate change before it occurs.

4.4.3 Nothing in this Energy Agreement is intended to limit the ACC's power to order recovery of any stranded costs or system benefit charges determined to be attributable to the City either prior to or after termination but during the term of this Energy Agreement, nor will this Energy Agreement be

considered a waiver by APS of any right it may have to recover such costs to the extent authorized or ordered by the ACC.

4.4.4 Nothing contained herein shall be construed as affecting in any way the right of APS to unilaterally make application to the ACC for a change in electric service rates and charges, classification of service, or any provision, term, rule, regulation, condition or contract relating thereto, under the Rules and Regulations of the ACC.

4.5 Curtailment:

The electric service supplied hereunder may be interrupted or curtailed in accordance with APS' Schedule No. 5 "Guidelines for Electric Curtailment," as filed with the ACC, which is subject to change as provided by law and which is attached hereto in its current form as Exhibit D. APS shall not be liable to City for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where due to APS' willful misconduct or gross negligence. APS may, without incurring any liability therefore, suspend City's electric service for periods reasonably required to permit APS to accomplish repairs to or changes in any of APS' facilities. To the extent practicable, APS shall provide at least twenty four hours advance notice to City of any scheduled interruptions of electric service.

5. STREETLIGHT LEVELS AND LOCATIONS

City acknowledges, represents, warrants, and agrees that by entering into this Energy Agreement, City has not delegated or waived any of its rights, duties, responsibilities, or options regarding streetlight layout or design, but retains sole authority and responsibility

for determining the reasonable level or amount of light to be provided along its streets, including the number, type and location of streetlights to be installed.

City further agrees that APS' assistance or recommendations regarding streetlight designs, layouts, or lighting levels, or the amount of streetlight service being provided by APS shall not be relied upon by City as satisfying any standard that may be adopted by or imposed upon City.

6. EXTENSION OF STREETLIGHT FACILITIES

6.1 Extension Less Than 300 Feet: Within APS' service territory, APS shall extend its electric secondary conductor up to a distance of 300 feet for each additional streetlight at no cost to City when requested by City. When extension is underground, City or developer shall provide or pay for the trenching, conduit, backfill, and shading required. When extensions exceed 300 feet per additional streetlight, such extensions shall be made for an additional cost. For such additional cost, APS shall provide City or developer with the additional cost of the work to be performed and City or developer shall make full payment in advance if City desires such work to be performed.

6.2 Underground Extension: If APS' secondary conductors are to be placed underground, APS shall install such conductors underground at no cost to City within the footage limits specified in Section 6.1 above, except City shall pay the incremental costs of additional trenching, conduit, shading, and backfill required solely for streetlight conductors. Payments by City for trenching in accordance with this Section 6 shall be in accordance with Section 13, BILLING, PAYMENT AND TAXES.

7. TERM

This Energy Agreement shall terminate five (5) years from the Effective Date (the "Term") subject to the provisions of Section 10 FISCAL YEAR; *provided, however*, that the Term shall thereafter be extended for subsequent five (5) year blocks of time, on the same terms and conditions, unless either Party gives the other Party written notice of its intention to terminate or to renegotiate the rates provided for in this Energy Agreement that are then in effect, no less than ninety (90) days prior to the scheduled termination date.

8. TERMINATION

8.1 Termination for Default: If APS or the City fails to comply with any of the terms and conditions of this Energy Agreement or defaults in any of its obligations under this Energy Agreement, and fails within thirty (30) days after the date of written notice from the other Party to correct such non-compliance or default, the non-defaulting Party may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Energy Agreement.

8.2 Cancellation By City: The Parties hereto acknowledge that this Energy Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

9. DESIGNATED REPRESENTATIVES AND NOTICES

9.1 Designated Representatives: All communications relating to the day-to-day activities under this Energy Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party.

Either Party may change said designated representatives from time to time by giving advance written notice.

APS:
Kristi Lyzwa
Arizona Public Service Co.
P.O. Box 53999, Station 3532
Phoenix, Arizona 85004
Telephone: 602-371-6134
FAX: 602-371-7473
E-mail: kristi.lyzwa@aps.com

CITY:
David Fitzhugh, Assistant City Manager
CITY OF AVONDALE
11465 W. Civic Center Drive, Suite 220
Avondale, AZ 85323-6809
Telephone: 623-333-1014
FAX: 623-333-0100
E-mail: dfitzhugh@avondale.org

9.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be send by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

To APS:
Arizona Public Service Co.
Vice President and General Counsel
400 N. 5th Street, Station 9068
Phoenix, Arizona 85004

To CITY:
CITY OF AVONDALE
Charles P. McClendon, City Manager
11465 W. Civic Center Drive, Suite 220
Avondale, AZ 85323-6809
Telephone: 623-333-1016
FAX: 623-333-1014

With a copy to:

Arizona Public Service Co.
Section Leader – Outdoor Lighting
Station 3532
P.O. Box 53999
Phoenix, AZ 85072-3999

Gust Rosenfeld, PLC
Attn: Andrew J. McGuire_201 E. Washington Street, Suite 800
Phoenix, AZ 85004-2327
Telephone: 602-257-7664
FAX: 602-340-1538

9.3 Invoices and Payments: Invoices and payments pursuant to this Energy Agreement shall be sent to:

Arizona Public Service Company
P.O. Box 53920
Phoenix, AZ 85072-3920

CITY OF AVONDALE
Kevin Artz, Finance and Budget
Director
11465 W. Civic Center Drive, Suite
250Avondale, AZ 85323-6809

10. FISCAL YEAR

The provisions of this Energy Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Energy Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Energy Agreement and the City shall keep APS fully informed as to the availability of funds for the Energy Agreement. The City's obligation to make any payment pursuant to this Energy Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. The City shall take all steps reasonably available to it to cause such payments to be included in its budget presented to City Council each fiscal year in the form of an appropriation for monies that will be due under this Energy Agreement during the subsequent year. This provision shall not be construed so as to permit City to terminate this Energy Agreement in order to acquire similar service from another provider of electric service.

11. UNCONTROLLABLE FORCES

11.1 Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire,

lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term "uncontrollable force" in interpreting or construing this Energy Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

11.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this Energy Agreement (other than its obligation to pay money), then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this Energy Agreement

during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default, except for the obligation to make payment for bills rendered pursuant to Section 13 BILLING, PAYMENT AND TAXES.

12. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this Energy Agreement, or to exercise any of the rights or remedies provided by this Energy Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Energy Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Energy Agreement.

13. BILLING, PAYMENT AND TAXES

13.1 Billing: APS shall render bills to City on a monthly basis for services furnished during the preceding billing month.

13.2 Payment: APS shall receive payment from City on or before the Due Date. Payment shall be mailed to the address specified in Section 9.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

13.3 Disputed Bill: The City agrees to pay all undisputed bills or portions of bills and to notify its designated APS representative of any bill dispute prior to the delinquent date of the bill. APS will promptly investigate any disputed amounts and will notify the City of the results of such investigation. If the disputed portion of the bill is found to be incorrect, APS shall issue a corrected bill to the

City; if the disputed portion of the bill is found to be correct, the City shall pay such disputed amounts, including interest at the rate set forth in paragraph 13.4.2 below, to APS within seven (7) calendar days after receiving APS's results of investigation.

13.4 Delinquent Bill: If City's bill becomes delinquent for a period of fifteen (15) days after the Due Date, APS shall have the right at its option:

13.4.1 To exercise any remedy provided by law, including immediate termination of this Energy Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

13.4.2 All charges unpaid after the Due Date shall bear interest thereafter at the rate of 18% per annum until the past due charges, including interest accrued thereon, are paid in full.

13.4.3 The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

13.5 Taxes: City shall pay any and all applicable sales tax, transaction privilege tax or other tax assessed or assessable as the result of APS providing services hereunder. City shall indemnify and save harmless APS from all transaction privilege, gross receipts, use, compensating and like taxes, impositions, or assessments, now or hereafter imposed or levied by the State of Arizona, or any city, town, county or other division thereof in connection with this Energy Agreement. City agrees that, as a matter of law, the indemnities and other agreements set forth in this Section are legally binding and enforceable obligations of the City.

14. ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If City acquires additional streetlight facilities within the APS service territory, the terms and conditions of this Energy Agreement will apply upon the effective date of said acquisition.

15. GOVERNING LAW AND VENUE

This Energy Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this Energy Agreement shall be brought in the Superior Court of Maricopa County.

16. SEVERABILITY

If any provision of this Energy Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this Energy Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

17. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Energy Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party, (a) transfer, pledge, or assign this Energy Agreement as security for any financing; (b) transfer, assign or delegate this Energy Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity, parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this Energy Agreement to any person or entity succeeding to all or

substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide prompt notice to the other Party of the transfer and the effective date thereof. Any transfer in violation of this Section 17 shall be deemed null and void.

18. NO THIRD PARTY BENEFICIARIES

City acknowledges and represents that this Energy Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this Energy Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this Energy Agreement or its performance by either Party.

19. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties, unless otherwise expressly provided, shall survive the expiration or termination of this Energy Agreement.

20. PRECEDENCE

20.1 Order of Precedence: In the event of conflict between this Energy Agreement and any referenced document, the order of precedence shall be this Energy Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

20.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 20.1.

21. ENTIRE AGREEMENT, MODIFICATION

This Energy Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this Energy Agreement, whether written or oral, including the Former Energy Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this Energy Agreement and this Energy Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of City to pay amounts due under prior agreements. This Energy Agreement includes all documents attached hereto and incorporated herein by reference. Specifically included as exhibits to this Energy Agreement and attached hereto are the following:

Exhibit A - E-59 Tariff

Exhibit B - Average Consumptions for Various Luminaires

Exhibit C - Schedule 1 - Terms and Conditions for Standard Offer and Direct Access Services

Exhibit D - Schedule 5 - Guidelines for Electric Curtailment

22. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein or in any other agreement between the Parties hereto, each Party making a covenant, agreement, representation or warranty in this Energy Agreement shall, to the extent permitted by law, indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant,

agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this Energy Agreement by the Party to be indemnified.

In order for the requirement of indemnification to be enforceable, the Party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 30 days of the date the Party wishing to be indemnified first learns of the event.

23. LEGAL REQUIREMENTS

23.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this Energy Agreement.

23.2 Safety Statute: Nothing contained in this Energy Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of City's obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

24. EXECUTION AND EFFECTIVE DATE

Each Party to this Energy Agreement hereby represents and warrants that (i) it has full authority to enter this Energy Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution,

delivery and performance of this Energy Agreement have been taken, (ii) the person executing this Energy Agreement on its behalf has been duly authorized to execute this Energy Agreement, and (iii) this Energy Agreement constitutes legally binding and enforceable obligations of such Party. This Energy Agreement shall be effective as of the _____ day of _____, 2007

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF AVONDALE

SIGNATURE: _____

NAME: _____

TITLE: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

E-59 TARIFF

RATE SCHEDULE E-59
CLASSIFIED SERVICE
GOVERNMENT OWNED STREET LIGHTING SYSTEMS

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the customer has installed or purchased a multiple or series street lighting system and the Company has distribution facilities of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to Standard Offer electric service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of the customer's facilities where such service for the whole area is contracted for from the Company pursuant to the terms set forth herein by the city, town, other governmental entities, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

The customer will own, operate, and maintain the street lighting system including lamps and glass replacements but excluding distribution facilities installed by the Company to serve the lighting system.

RATES

The bill shall be computed at the following rates plus any adjustments incorporated in this schedule:

Service Charge:	$2.46	per installed lamp
Energy Charge:	$ 0.05385	per kWh

ADJUSTMENTS

1. The Environmental Portfolio Surcharge shall be applied to every retail electric service as set forth in the Company's Adjustment Schedule EPS-1 or successor schedules as approved by the Arizona Corporation Commission.

2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744 and Arizona Corporation Commission Decision No. XXXXX.

3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.

4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. XXXXX.

5. The bill is subject to the Competition Rules Compliance Charge as set forth in the Company's Adjustment Schedule CRCC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

6. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

7. The bill is subject to the Demand Side Management Adjustment charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.

ADJUSTMENTS (cont)

8. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Billed energy is based upon the summation of the contracted energy rating of installed facilities specified in the streetlighting contract.

2. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.

3. Presently installed units which do not conform to the types specified in Rate Schedule E-58 will be billed in accordance with the type which is most nearly like such units.

EXTENSION OF COMPANY DISTRIBUTION SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in Section 6.1.2 of the Company's Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the customer's request, the Company will provide such earthwork for a contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

CONTRACT PERIOD

The contract period for service under this rate schedule shall be a fixed period of not less than 1 year and not more than 20 years, as agreed to by the customer and as specified in the streetlighting contract.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.

EXHIBIT B

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

AVERAGE CONSUMPTIONS FOR VARIOUS LUMINAIRES

Incandescent

1,000 lumen	92 watts	32 kWh per month
2,500 lumen	189 watts	66 kWh per month
4,000 lumen	295 watts	103 kWh per month
6,000 lumen	405 watts	142 kWh per month
10,000 lumen	620 watts	217 kWh per month

Mercury Vapor

7,000 lumen	208 watts (including ballast)	73 kWh per month
11,000 lumen	275 watts (including ballast)	96 kWh per month
20,000 lumen	430 watts (including ballast)	150 kWh per month

Metal Halide

14,000 lumen	207 watts (including ballast)	72 kWh per month
21,000 lumen	288 watts (including ballast)	101 kWh per month
36,000 lumen	454 watts (including ballast)	159 kWh per month

High Pressure Sodium

5,800 lumen	83 watts (including ballast)	29 kWh per month
9,500 lumen	117 watts (including ballast)	41 kWh per month
16,000 lumen	197 watts (including ballast)	69 kWh per month
30,000 lumen	284 watts (including ballast)	99 kWh per month
50,000 lumen	438 watts (including ballast)	153 kWh per month

Low Pressure Sodium

8,000 lumen	86 watts (including ballast)	30 kWh per month
13,500 lumen	144 watts (including ballast)	50 kWh per month
22,500 lumen	205 watts (including ballast)	72 kWh per month
33,000 lumen	256 watts (including ballast)	90 kWh per month

ALL KWH ARE BASED ON AN AVERAGE OF 350 HOURS OF OPERATION PER MONTH.

Revision No.: Original

Effective Date: 3/7/05

EXHIBIT C
STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

SCHEDULE 1
TERMS AND CONDITIONS FOR STANDARD OFFER
AND DIRECT ACCESS SERVICES

SERVICE SCHEDULE 1
TERMS AND CONDITIONS FOR
STANDARD OFFER AND DIRECT ACCESS SERVICES

The following TERMS AND CONDITIONS and any changes authorized by law will apply to Standard Offer and Direct Access services made available by Arizona Public Service Company (Company), under the established rate or rates authorized by law and currently applicable at time of sale.

1. General

1.1 Services will be supplied in accordance with these Terms and Conditions and any changes required by law, and such applicable rate or rates as may from time to time be authorized by law. However, in the case of the customer whose service requirements are of unusual size or characteristics, additional or special contract arrangements may be required.

1.2 These Terms and Conditions shall be considered a part of all rate schedules, except where specifically changed by a written agreement.

1.3 In case of a conflict between any provision of a rate schedule and these Terms and Conditions, the provisions of the rate schedule shall apply.

2. Establishment of Service

2.1 Application for Service - Customers requesting service may be required to appear at Company's place of business to produce proof of identity and/or sign Company's standard form of application for service or a contract before service is supplied by Company.

2.1.1 In the absence of a signed application or contract for service, the supplying of Standard Offer and/or Direct Access services by Company and acceptance thereof by the customer shall be deemed to constitute a service agreement by and between Company and the customer for delivery of, acceptance of, and payment for service, subject to Company's applicable rates and rules and regulations.

2.1.2 Where service is requested by two or more individuals, Company shall have the right to collect the full amount owed Company from any one of the applicants.

2.2 Service Establishment and Customer Request for Special Service Charge - A service establishment charge of $25.00 for residential and $35.00 non-residential plus any applicable tax adjustment will be assessed each time Company is requested to establish, reconnect or re-establish electric service to the customer's delivery point, or to make a special read without a disconnect and calculate a bill for a partial month

2.2.1 The customer will additionally be required to pay a trip charge of $16.00 when an authorized Company representative travels to the customer's site and is unable to complete the customer's requested services due to lack of access to the point of delivery.

2.2.2 The customer will additionally be required to pay an after-hours charge of $75.00 if the customer requests service, as defined in A.A.C. R14-2-203.D.3, be established, reconnected, or re-established after 5:00 p.m. on a day other than the day of request.

2.2.3 The customer will additionally be required to pay a same day connect charge of $75.00 if the customer requests service, as defined in A.A.C. R14-2-203.D.3, be established, reconnected, or re-established on the same day the request is being made, and Company agrees to work the request on the same day of the request. This will be charged regardless of the time the order may be worked by Company on that day. Company may, where no additional costs are incurred by Company, waive the same day fee.

2.2.4 The customer will additionally be required to pay $75.00 per crew person per hour when customer requests services that do not meet the definition of service establishment as defined in A.A.C. R14-2-203.D.3 (such as metering equipment installations which include instrument transformers but excluding the cost of meters, maintenance or planned outages, etc.) that require the availability of Company employees after hours, on a weekend day, or on a Company holiday. The number of employees utilized by Company in fulfilling such requests shall be at the sole discretion of Company. Customers will be given notice of estimated charges prior to the work being performed.

Company holidays are New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day.

2.2.5 Company may waive the service establishment charge where:

2.2.5.1 No field trip is required because applicant accepts responsibility for energy billed and not yet paid and the change is effective with the last meter read and meter read date billed.

2.2.5.2 Applicant has an active Landlord Automatic Transfer of Service Agreement on file with Company. This service agreement is for property owners that have established credit with Company and provides for continuous service to the landlord between tenants.

2.2.5.3 Where multiple connects are performed during the same site visit, in the same applicant name, at the same address, for the same class of service, Company will assess the Service Establishment Charge once for every two delivery points.

2.3 Direct Access Service Request (DASR) - A Direct Access Service Request charge of $10.00 plus any applicable tax adjustment will be assessed to the Electric Service Provider (ESP) submitting the DASR each time Company processes a Request (RQ) type DASR as specified in Company's Schedule 10, Terms and Conditions for Direct Access.

2.4 Grounds for Refusal of Service - Company may refuse to connect or reconnect Standard Offer or Direct Access service if any of the following conditions exist:

2.4.1 The applicant has an outstanding amount due with Company for the same class of service and is unwilling to make payment arrangements that are acceptable to Company.

2.4.2 A condition exists which in Company's judgment is unsafe or hazardous.

2.4.3 The applicant has failed to meet the security deposit requirements set forth by Company as specified under Section 2.5 or 2.6 hereof.

2.4.4 The applicant is known to be in violation of Company's tariff.

2.4.5 The applicant fails to furnish such funds, service, equipment, and/or rights-of-way or easements required to serve the applicant and which have been specified by Company as a condition for providing service.

2.4.6 The applicant falsifies his or her identity for the purpose of obtaining service.

2.4.7 Service is already being provided at the address for which the applicant is requesting service.

2.4.8 Service is requested by an applicant and a prior customer living with the applicant owes a delinquent bill from the same or a prior service address.

2.4.9 The applicant is acting as an agent for a prior customer who is deriving benefits of the service and who owes a delinquent bill from the same or a prior service address.

2.4.10 The applicant has failed to obtain all required permits and/or inspections indicating that the applicant's facilities comply with local construction and safety codes.

2.5 Residential Establishment of Credit or Security Deposit

2.5.1 Establishment of Credit - Company shall not require a security deposit from a new applicant for service if the applicant is able to meet any of the following requirements:

2.5.1.1 The applicant has had service of a comparable nature with Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.

2.5.1.2 Company receives an acceptable credit rating, as determined by Company, for the applicant from a credit rating agency utilized by Company.

2.5.1.3 The applicant can produce a letter regarding credit or verification from an electric utility where service of a comparable nature was last received within six (6) months of the current date which states that the applicant had a timely payment history for the prior twelve (12) consecutive months at the time of service discontinuation.

2.5.1.4 In lieu of a security deposit, Company receives deposit guarantee notification from a social or governmental agency acceptable to Company or a surety bond as security for Company in a sum equal to the required deposit.

2.5.2 Residential Establishment of Credit or Security Deposit - When credit cannot be established as provided for in Section 2.5.1 hereof or when it is determined that the

applicant left an unpaid final bill owing to another utility company, the applicant will be required to:

2.5.2.1 Place a cash deposit to secure payment of bills for service as prescribed herein, or

2.5.2.2 Provide a surety bond acceptable to Company in an amount equal to the required security deposit.

2.5.3 Nonresidential Establishment of Security Deposit – All non-residential applicants will be required toplace a cash deposit to secure payment of bills for service as prescribed herein, unless:

2.5.3.1 The applicant has had service of a comparable nature with Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.

2.5.3.2 The applicant provides a non-cash security deposit in the form of a Surety Bond, Irrevocable Letter of Credit, or Assignment of Monies in an amount equal to the required security deposit.

2.6 Establishment or Reestablishment of Security Deposit

2.6.1 Residential - Company may require a residential customer to establish or re-establish a security deposit if the customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or has been disconnected for non-payment during the last twelve (12) months.

2.6.2 Nonresidential - Company may require a nonresidential customer to establish or re-establish a security deposit if the customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or if the customer has been disconnected for non-payment during the last twelve (12) months, or when the customer's financial condition may jeopardize the payment of their bill, as determined by Company based on the results of using a credit scoring worksheet. Company will inform all customers of the Arizona Corporation Commission's complaint process should the customer dispute the deposit based on the financial data.

2.7 Security Deposits – Once it is determined that a security deposit is required, the following will apply:

2.7.1 Security deposits may be required for each service location.

2.7.2 Company reserves the right to increase or decrease security deposit amounts applicable to the services being provided by Company in accordance with this section:

2.7.2.1 If the customer chooses to change from Standard Offer to Direct Access services, the deposit may be decreased by an amount which reflects that portion of the customer's service being provided by a Load Serving ESP. However if the Load Serving ESP is providing ESP Consolidated Billing pursuant to Company's Schedule 10 Section 7, the entire deposit will be credited to the customer's account; or,

2.7.2.2 If the customer chooses to change from Direct Access to Standard Offer service, the requested deposit amount may be increased by an amount pursuant to Section 2.5, which reflects that Company is providing bundled electric service.

2.7.2.3 If the customer's average consumption increases: by more than ten (10) percent for residential accounts or five (5) percent for nonresidential accounts within a twelve (12) consecutive month period and credit has not been established, an additional security deposit may, at Company's option, be required.

2.7.3 Customer security deposits shall not preclude Company from terminating an agreement for service or suspending service for any failure in the performance of customer obligation under the agreement for service.

2.7.4 Cash deposits held by Company six (6) months/183 days or longer shall earn interest at the established one year Treasury Constant Maturities rate, effective on the first business day of each year, as published on the Federal Reserve Website. Deposits on inactive accounts are applied to the final bill when all service options become inactive, and the balance, if any, is refunded to the customer of record within thirty (30) days. For refunds resulting from the customer changing from Standard Offer to Direct Access, the difference in the deposit amounts will be applied to the customer's account.

2.7.5 If the customer terminates all service with Company, the security deposit may be credited to the customer's final bill.

2.7.6 Residential security deposits shall not exceed two (2) times the customer's average monthly bill as estimated by Company for the services being provided by Company.

2.7.6.1 Deposits or other instruments of credit will automatically expire or be returned or credited to the customers account after twelve (12) consecutive months of service, provided the customer has not been delinquent more than twice, unless customer has filed bankruptcy in the last 12 months.

2.7.7 Nonresidential security deposits shall not exceed two and one-half (2-1/2) times the customer's maximum monthly billing as estimated by Company for the service being provided by Company.

2.7.7.1 Deposits and non-cash deposits on file with Company will be reviewed after twenty-four (24) months of service and will be returned provided the customer has not been delinquent more than twice in the payment of bills or disconnected

for non-payment during the previous twelve (12) consecutive months unless the customer's financial condition warrants extension of the security deposit.

2.8 Line Extensions - Installations requiring Company to extend its facilities in order to establish service will be made in accordance with Company's Schedule #3, Conditions Governing Extensions of Electric Distribution Lines and Services filed with the Arizona Corporation Commission.

3. Rates

3.1 Rate Information - Company shall provide, in accordance with A.A.C. R14-2-204, a copy of any rate schedule applicable to that customer for the requested type of service. In addition, Company shall notify its customers of any changes in Company tariffs affecting those customers.

3.2 Rate Selection – The customer's service characteristics and service requirements determine the selection of applicable rate schedule. If the customer is receiving bundled service, Company will use reasonable care in initially establishing service to the customer under the most advantageous rate schedule applicable to the customer. However, because of varying customer usage patterns and other reasons beyond its reasonable knowledge or control, Company cannot guarantee that the most economic applicable rate will be applied. Company will not make any refunds in any instances where it is determined that the customer would have paid less for service had the customer been billed on an alternate applicable rate or provision of that rate.

3.3 Optional Rates – Certain optional rate schedules applicable to certain classes of service allow the customer the option to select the rate schedule to be effective initially or after service has been established. Billing under the alternate rate will become effective from the next regularly scheduled meter reading, -after the appropriate metering equipment is installed. No further rate schedule changes, however, may be made within the succeeding twelve-month period. Where the rate schedule or contract pursuant to which the customer is provided service specifies a term, the customer may not exercise its option to select an alternate rate schedule until expiration of that term.

3.4 Direct Access service will be effective upon the next meter read date if DASR is processed fifteen (15) calendar days prior to that read date and the appropriate metering equipment is in place. If a DASR is made less than fifteen (15) days prior to the next regular read date the effective date will be at the next meter read date thereafter. The above timeframes are applicable for customers changing their selection of Electric Service Providers or for customers returning to Standard Offer service.

3.5 Any customer that selects Direct Access service may return to Standard Offer service in accordance with the rules, regulations, and orders of the Commission. However, such customer will not be eligible for Direct Access service for the succeeding twelve (12) month period. If a customer returning to Standard Offer, in accordance with the rules, regulations and orders of the Commission, was not given the required notification in accordance with the rules and regulations of the Commission by their Load Serving ESP of its intent to cease providing competitive services then the above provision will only apply if the customer fails to select another ESP within sixty (60) days of returning to Standard Offer service.

4. Billing and Collection

4.1 Customer Service Installation and Billing - Service billing periods normally consist of approximately 30 days unless designated otherwise under rate schedules, through contractual agreement, or at Company option.

4.1.1 Company normally meters and bills each site separately; however, at customer's request, adjacent and contiguous sites not separated by private or public property or right of way and operated as one integral unit under the same name and as a part of the same business, will be considered a single site as specified in Company's Schedule 4, Totalized Metering of Multiple Service Entrance Sections at a Single Site for Standard Offer and Direct Access Service.

4.1.2 The customer's service installation will normally be arranged to accept only one type of service at one point of delivery to enable service measurement through one meter. If the customer requires more than one type of service, or total service cannot be measured through one meter according to Company's regular practice, separate meters will be used and separate billing rendered for the service measured by each meter.

4.2 Collection Policy - The following collection policy shall apply to all customer accounts:

4.2.1 All bills rendered by Company are due and payable no later than fifteen (15) calendar days from the billing date. Any payment not received within this time frame will be considered delinquent. All delinquent bills for which payment has not been received shall be subject to the provisions of Company's termination procedure. Company reserves the right to suspend or terminate the customer's service for non-payment of any Arizona Corporation Commission approved charges. All delinquent charges will be subject to a late charge at the rate of eighteen percent (18%) per annum.

4.2.2 If the customer, as defined in A.A.C. R 14-2-201.9, has two or more services with Company and one or more of such services is terminated for any reason leaving an outstanding bill and the customer is unwilling to make payment arrangements that are acceptable to Company, Company shall be entitled to transfer the balance due on the terminated service to any other active account of the customer for the same class of service. The failure of the customer to pay the active account shall result in the suspension or termination of service thereunder.

4.2.3 Unpaid charges incurred prior to the customer selecting Direct Access will not delay the customer's request for Direct Access. These charges remain the responsibility of the customer to pay. Normal collection activity, including discontinuing service, may be followed for failure to pay.

4.3 Responsibility for Payment of Bills

4.3.1 The customer is responsible for the payment of bills until service is ordered discontinued and Company has had reasonable time to secure a final meter reading for those services

involving energy usage, or if non-metered services are involved until Company has had reasonable time to process the disconnect request.

4.3.2 When an error is found to exist in the billing rendered to the customer, Company will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of the applicable statute of limitations from the date the error is discovered.

4.3.2.1 Refunds to customers resulting from overbillings will be made promptly upon discovery by Company.

4.3.2.2 Corrected charges for underbillings shall be billed to the customer who shall be given an equal length of time such as number of months underbilled to pay the backbill without late payment penalties, unless there is evidence of meter tampering or energy diversion

4.3.2.3 Except as specified below, corrected charges for underbillings shall be limited to three (3) month for residential accounts and six (6) months for non-residential accounts.

4.3.2.3.1 Where the account is billed on a special contract or non-metered rate, corrected charges for underbillings shall be billed in accordance with the contract or rate schedule requirements and is not limited to three or six months as applicable.

4.3.2.3.2 Where service has been established but no bills have been rendered, corrected charges for underbillings shall go back to the date service was established.

4.3.2.3.3 Where there is evidence of meter tampering or energy diversions, corrected charges for underbillings shall go back to the date meter tampering or energy diversions began, as determined by Company.

4.3.2.3.4 Where lack of access to the meter (caused by the customer) has resulted in estimated bills, corrected charges for underbillings shall go back to the last Company obtained meter read date.

4.3.2.4 Company may forgo billing and collection of corrected charges for an underbilling if Company believes the cost of billing and collecting the underbilling would not justify pursuing the underbill.

4.4 Dishonored Payments - If Company is notified by the customer's financial institution that they will not honor a payment tendered by the customer for payment of any bill, Company may require the customer to make payment in cash, by money order, certified or cashier’s check, or other means which guarantee the customer's payment to Company.

4.4.1 The customer will be charged a fee of $15.00 for each instance where the customer tenders payment of a bill with a payment that is not honored by the customer's financial institution.

4.4.2 The tender of a dishonored payment shall in no way (i) relieve the customer of the obligation to render payment to Company under the original terms of the bill, or (ii) defer Company's right to terminate service for nonpayment of bills.

4.4.3 Where the customer has tendered two (2) or more dishonored payments in the past twelve (12) consecutive months, Company may require the customer to make payment in cash, money order or cashier's check for the next twelve (12) consecutive months.

4.5 Termination Process Charges

4.5.1 Company will require payment of a Field Call Charge of $15.00 when an authorized Company representative travels to the customer's site to accept payment on a delinquent account, notify of service termination, make payment arrangements or terminate the service. This charge will only be applied for field calls resulting from the termination process.

45.2 If a termination is required at the pole, a reconnection charge of $96.50 will be required; if the termination is in underground equipment, the reconnection charge will be $115.00.

4.5.3 To avoid termination of service, the customer will make payment in full, including any necessary deposit in accordance with Section 2.5 hereof or make payment arrangements satisfactory to Company.

4.6 On-site Evaluation – Company will require payment of an On-site Evaluation Charge of $82.00 when an authorized Company field investigator performs an on-site visit to evaluate how the customer may reduce their energy usage. This charge may be assessed regardless of whether the customer actually implements Company suggestions.

5. Service Responsibilities of Company and Customer

5.1 Service Voltage –Company will deliver electric service to the designated point of delivery, as specified in Section 6.3 of this Schedule, at the standard voltages specified in the Electric Service Requirements Manual published by Company and as specified in A.A.C. R14-2-208.F. Company may deliver service for special applications at higher voltages, with prior approval from Company's Engineering Department and in accordance with Company's Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services filed with the Arizona Corporation Commission.

5.2 Responsibility: Use of Service or Apparatus

5.2.1 The customer shall save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the services being provided by Company or the use thereof on the customer's side of the point of

delivery. Company shall have the right to suspend or terminate service in the event Company should learn of service use by the customer under hazardous conditions.

5.2.2 The customer shall exercise all reasonable care to prevent loss or damage to Company property installed on the customer's site for the purpose of supplying service to the customer.

5.2.3 The customer shall be responsible for payment for loss or damage to Company property on the customer's site arising from neglect, carelessness or misuse and shall reimburse Company for the cost of necessary repairs or replacements.

5.2.4 The customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering with, tampering with, or by-passing the meter.

5.2.5 The customer shall be responsible for notifying Company of any failure in Company's equipment.

5.3 Service Interruptions: Limitations on Liability of Company

5.3.1 Company shall not be liable to the customer for any damages occasioned by Load Serving ESP's equipment or failure to perform, fluctuations, interruptions or curtailment of electric service, except where due to Company's willful misconduct or gross negligence. Company may, without incurring any liability therefore, suspend the customer's electric service for periods reasonably required to permit Company to accomplish repairs to or changes in any of Company's facilities. The customer needs to protect their own sensitive equipment from harm caused by variations or interruptions in power supply.

5.3.2 In the event of a national emergency or local disaster resulting in disruption of normal service, Company may, in the public interest and on behalf of Electric Service Providers or Company, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5.4 Company Access to Customer Sites - Company's authorized agents shall have satisfactory unassisted access to the customer's sites at all reasonable hours to install, inspect, read, repair or remove its meters or to install, operate or maintain other Company property, or to inspect and determine the connected electrical load. If, after six (6) months (not necessarily consecutive) of good faith efforts by Company to deal with the customer, Company in its opinion does not have satisfactory unassisted access to the meter, then Company shall have sufficient cause for termination of service or denial of any rate options where, in Company's opinion, access is required. The remedy for unassisted access will be at Company discretion and may include the installation by Company of a specialized meter. If such specialized meter is installed, the customer will be billed the difference between the otherwise applicable meter for their rate and the specialized meter plus the cost incurred to install the specialized meter and any reoccurring incremental costs. If service is terminated as a result of failure to provide unassisted access,

Company verification of unassisted access may be required before service is restored. Written termination notice is required prior to disconnecting service under this schedule.

5.5 Easements

5.5.1 All suitable easements or rights-of-way required by Company for any portion of an extension to serve a customer, which is either on sites owned, leased or otherwise controlled by the customer or developer, or other property required for the extension, shall be furnished in Company's name by the customer without cost to or condemnation by Company and in reasonable time to meet proposed service requirements. All easements or rights-of-way granted to, or obtained on behalf of Company shall contain such terms and conditions as are acceptable to Company.

5.5.2 When Company discovers that the customer or the customer's agent is performing work, has constructed facilities, or has allowed vegetation to grow adjacent to or within an easement or right-of-way or Company-owned equipment, and such work, construction, vegetation or facility poses a hazard or is in violation of federal, state, or local laws, ordinances, statutes, rules or regulations, or significantly interferes with Company's safe use, operation or maintenance of, or access to, equipment or facilities, Company shall notify the customer or the customer's agent and shall take whatever actions are necessary to eliminate the hazard, obstruction, interference or violation at the customer's expense. Company will notify the customer in writing of the violations.

5.6 Load Characteristics – The customer shall exercise reasonable care to ensure that the electrical characteristics of its load, such as deviation from sine wave form (a minimum standard is IEEE 519) or unusual short interval fluctuations in demand, shall not impair service to other customers or interfere with operation of telephone, television, or other communication facilities. Customer shall meet power factor requirements as specified on applicable rate schedules.

6. Metering and Metering Equipment

6.1 Customer Equipment - The customer shall install and maintain all wiring and equipment beyond the point of delivery except for Company's meters and special equipment. The customer's entire installation must conform to all applicable construction standards and safety codes and the customer must furnish an inspection or permit if required by law or by Company.

6.1.1 The customer shall provide, in accordance with Company's current service standards and/or Electric Service Requirements Manual, at no expense to Company, and close to the point of delivery, a sufficient and suitable space acceptable to Company's agent for the installation, accessibility and maintenance of Company's metering equipment. A current version of the Electric Service Requirements Manual is available on-line at http://esp.apsc.com/resource/metering.asp.

6.1.2 Where a customer requests, and Company approves of, a special meter reading device or communications services or devices to accommodate the customer's needs, the cost for such additional equipment and usage fees shall be the responsibility of the customer.

6.2 Company Equipment

6.2.1 A Meter Service Provider (MSP) or its authorized agents may remove Company's metering equipment pursuant to Company's Schedule 10. Meters not returned to Company or returned damaged will result in charge to the MSP of the replacement costs, plus an administration fee of fifteen percent (15%), less five (5) years depreciation.

6.2.2 Company will lease lock ring keys to MSP's and/or their agents authorized to remove Company meters pursuant to the terms and conditions of Company's Schedule 10 at a refundable charge of $70.00 per key. The charge will not be refunded if a key is lost, stolen, or damaged. If Company must replace ten percent (10%) of the issued keys within any twelve (12) month period due to loss by the MSP's agent, Company may, rather than leasing additional lock ring keys, require the MSP to arrange for a joint meeting. All lock ring keys must be returned to Company within five (5) working days if the MSP and/or its authorized agents are:

1) No longer permitted to remove Company meters pursuant to conditions of Company's Schedule 10;
2) No longer authorized by the Arizona Corporation Commission to provide services; or
3) The ESP Agreement has been terminated.

6.2.3 If the MSP, the customer, and/or its agent request a joint site meeting for removal of Company metering and associated equipment and/or lock ring, a base charge will be assessed of $62.00 per site. Company may assess an additional charge of $53.00 per hour for joint site meetings that exceed thirty (30) minutes. If Company must temporarily replace the MSP's meter and/or associated metering equipment during emergency situations or to restore power to a customer, the above charges may apply.

6.3 Service Connections - Company is not required to install and maintain any lines and equipment on the customer's side of the point of delivery except its meter.

6.3.1 For overhead service, the point of delivery shall be where Company's service conductors terminate at the customer's weatherhead or bus rider.

6.3.2 For underground service, the point of delivery shall be where Company's service conductors terminate in the customer's or development's service equipment. The customer shall furnish, install and maintain any risers, raceways and/or termination cabinet necessary for the installation of Company's underground service conductors.

6.3.3 For special applications where service is provided at voltages higher than the standard voltages specified in the Electric Service Requirements Manual, Company and customer shall mutually agree upon the designated point of delivery.

6.3.4 For the mutual protection of the customer and Company, only authorized employees or agents of Company or the Load Serving ESP are permitted to make and energize the connection between Company's service wires and the customer's service entrance

conductors. Such employees carry Company issued identification which they will show on request.

6.4 Measuring Customer Service - All the energy sold to the customer will be measured by commercially acceptable measuring devices by Company (or the Meter Reading Service Provider (MRSP) pursuant to the terms and conditions of Company's Schedule 10). Where energy and, if applicable, demand is estimated by Company, estimation will be in accordance with Company's Schedule 8, Bill Estimation, as filed with the Arizona Corporation Commission. Where it is impractical to meter loads, such as street lighting, security lighting, or special installations, consumption will be determined by Company.

6.4.1 For Standard Offer customers, or where Company is the MRSP, the readings of the meter will be conclusive as to the amount of electric power supplied to the customer unless there is evidence of meter tampering or energy diversion, or unless a test reveals the meter is in error by more than plus or minus three percent (3%).

6.4.2 If there is evidence of meter tampering or energy diversion, the customer will be billed for the estimated energy and, if applicable, demand, for the period in which the energy diversion took place. Additionally, where there is evidence of meter tampering, energy diversion, or by-passing the meter, the customer will also be charged the cost of the investigation as determined by Company.

6.4.3 If after testing, a meter is found to be more than three percent (3%) in error, either fast or slow, proper correction shall be made of previous readings and adjusted bills shall be rendered or adjusted billing information will be provided to the MRSP.

6.4.3.1 Customer will be billed, in accordance with Section 4.3.2, for the estimated energy and demand that would have registered had the meter been operating properly.

6.4.4 Where Company is the MRSP, Company will, at the request of the customer or the ESP, reread the customer's meter within ten (10) working days after such request by the customer. The cost of such rereads is $16.50 and may be charged to the customer or the ESP, provided that the original reading was not in error.

6.4.5 Where the ESP is the MSP or MRSP, and the ESP and/or its' agent fails to provide the meter data to Company pursuant to Company's Schedule 10 Section 8.16, Meter Reading Data Obligations, Company may, at its option, obtain the data, or may estimate the billing determinants. The charge for such reread is $16.50 and may be charged to the ESP.

6.5 Meter Testing - Company tests its meters regularly in accordance with a meter testing and maintenance program as approved by the Arizona Corporation Commission. Company will, however, individually test a Company owned/maintained meter upon customer or ESP request. If the meter is found to be within the plus or minus three percent (3%) limit, Company may charge the customer or the ESP $30.00 for the meter test if the meter is removed from the site and tested in the meter shop, and $50.00 if the meter remains on site and is tested in the field.

6.6 Master Metering

6.6.1 Mobile Home Parks - Company shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by Company.

6.6.2 Residential Apartment Complexes - Company shall refuse service to all new construction of apartment complexes and condominiums which are master. This section is not applicable to Senior Care/Nursing Centers registered with the State of Arizona with independent living units which provide packaged services such as housing, food, and nursing care.

6.6.3 Multi-Unit Residential High Rise Developments (residential multi-family developments built with four or more floors, usually using elevators for accessing floors) – Company will allow master metering for high rise residential units where the residential units are privately owned, provided the building will be served by a centralized heating, ventilation and/or air conditioning system, and each residential unit shall be individually sub-metered and responsible for energy consumption of that unit.

6.6.3.1 Sub-metering shall be provided and maintained by the builder or homeowners association.

6.6.3.2 Responsibility and methodology for determining each unit's energy billing shall be clearly specified in the original bylaws of the homeowners association, a copy of which must be provided to Company prior to Company providing the initial extension.

7. Termination of Service

7.1 With Notice - Company may without liability for injury or damage, and without making a personal visit to the site, disconnect service to any customer for any of the reasons stated below, provided Company has met the notice requirements established by the Arizona Corporation Commission:

7.1.1 A customer violation of any of the applicable rules of the Arizona Corporation Commission or Company tariffs.

7.1.2 Failure of the customer to pay a delinquent bill for services provided by Company.

7.1.3 The customer's breach of a written contract for service.

7.1.4 Failure of the customer to comply with Company's deposit requirements.

7.1.5 Failure of the customer to provide Company with satisfactory and unassisted access to Company's equipment.

7.1.6 When necessary to comply with an order of any governmental agency having jurisdiction.

7.1.7 Failure of a prior customer to pay a delinquent bill for utility services where the prior customer continues to reside on the premises.

7.1.8 Failure to provide or retain rights-of-way or easements necessary to serve the customer.

7.1.9 Company learns of the existence of any condition in Section 2.4, Grounds For Refusal of Service.

7.2 Without Notice - Company may without liability for injury or damage disconnect service to any customer without advance notice under any of the following conditions:

7.2.1 The existence of an obvious hazard to the health or safety of persons or property.

7.2.2 Company has evidence of meter tampering or fraud.

7.2.3 Company has evidence of unauthorized resale or use of electric service.

7.2.4 Failure of the customer to comply with the curtailment procedures imposed by Company during a supply shortage.

7.3 Restoration of Service - Company shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of Company.

8. Removal of Facilities - Upon termination of service, Company may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to the customer, and Company shall be under no further obligation to serve the customer. If, however, Company has not removed its facilities within one (1) year after the termination of service, Company shall thereafter give the customer thirty (30) days written notice before removing its facilities, or else waive any reestablishment charge within the next year for the same service to the same customer at the same location.

For purposes of this Section notice to the customer shall be deemed given at the time such notice is deposited in the U.S. Postal Service, first class mail, postage prepaid, to the customer at his/her last known address.

9. Successors and Assigns - Agreements for Service shall be binding upon and for the benefit of the successors and assigns of the customer and Company, but no assignments by the customer shall be effective until the customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by Company.

10. Warranty - THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN OR IN THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION CONCERNING THE SALE AND DELIVERY OF SERVICES BY COMPANY TO THE CUSTOMER. THESE TERMS AND CONDITIONS AND THE APPLICABLE RULES OF THE ARIZONA

CORPORATION COMMISSION STATE THE ENTIRE OBLIGATION OF COMPANY IN CONNECTION WITH SUCH SALES AND DELIVERIES.

EXHIBIT D

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF AVONDALE

SCHEDULE 5

GUIDELINES FOR ELECTRIC CURTAILMENT

1. Company shall have no liability of obligation for claims arising out of the procedures for curtailment or interruption of electric service effected by it in accordance with such guidelines or such supplemental, amendatory or implementary guidelines or regulations as may hereafter be established and as provided by law.

2. Company shall endeavor to identify any electric customer(s) who might be classified as having either essential or critical loads. In the event that any customer of Company is dissatisfied by the classification of Customer by Company, or with the amount of such customer's load (if any) classified by the Company as critical or essential, the Customer may bring the matter to either the Company or the Commission and request a determination in regard thereto. However, until such redetermination is made by the Commission or the Company, customer's original classification for purposes of electric curtailment under this Schedule shall be unaffected.

3. Company shall endeavor to, as circumstances permit and as further discussed in the Company's detailed Electric Load and Curtailment Plan, to notify County emergency personnel, or similar local authorities, of existing or developing situations involving the curtailment or interruption of APS customers pursuant to this Schedule #5.

4. DEFINITIONS

4.1 Essential Loads – Loads necessary to serve facilities used to protect the heath and safety of the public, such as: hospitals, 911 Centers, national defense installations, sewage facilities and domestic water facilities. Loads necessary to serve 911 Centers, police stations, and fire stations, which do not have independent back-up generation and require APS' electric service for operation of essential emergency equipment.

4.2 Critical Loads – That portion of the electric load of nonresidential customers, which in the event of 100 percent curtailment of service, would cause excessive damage to equipment or material being processed, or where such interruption would create grave hazards to employees or the public.

4.3 Major Use Customers/Others (With Notice) – Those customers having relatively large loads (over 1000 kW) or a substantial number of employees or other special circumstances that make it appropriate to schedule blackouts or curtailments different from typical customers. Customers who qualify as Major Use/Others (With Notice) can take 100 percent curtailment when sufficient notice is provided. These loads will be interrupted after the required notification period. "Sufficient", "required", and "appropriate" notice is that notice that APS, after consultation with the affected customer, has determined will allow the customer to curtail in a safe and efficient manner. Such notice necessarily varies from customer to customer.

4.4 Others (With or Without Notice) – All customers not meeting the above definitions. These customers will be interrupted (with or without notice) if voluntary curtailment measures are not sufficient to alleviate the situation.

5. GUIDELINES TO BE APPLICABLE IN EVENT OF INTERRUPTION OR CURTAILMENT OF ELECTRIC SERVICE BY COMPANY TO ITS CUSTOMERS DUE TO POWER SUPPLY INTERRUPTIONS, FUEL SHORTAGE OR TRANSMISSION EMERGENCY PURSUANT TO CORPORATION COMMISSION RULE R14-2-208, PROVISION OF SERVICE, PARAGRAPH E.

5.1 Operating Procedures Prior to Customer Load Curtailment

5.1.1 The following items shall be pursued concurrently.

5.1.1.1 Reschedule maintenance of transmission components and generating units, where practical.

5.1.1.2 Utilize spinning reserve.

5.1.1.3 Discontinue all non-firm wholesale sales during any period of involuntary curtailment or when an involuntary curtailment is anticipated.

5.1.1.4 Do not enter into any new wholesale sales during any period of involuntary curtailment or when an involuntary curtailment is anticipated.

5.1.1.5 Start all standby units.

5.1.1.6 Contact other utilities and/or agencies for emergency assistance.

5.1.1.7 Invoke emergency and short-term contractual schedules with other utilities and/or agencies.

5.1.1.8 Reduce system voltage, where practical.

5.1.1.9 Reduce non-essential Company uses such as flood lighting, sign lighting, display lighting, office lighting, electric cooling and heating, etc., where practical.

5.1.1.10 Provide information through the media or other appropriate medians to the public which will contain instructions on how customers can assist Company in case of an emergency power outage.

5.2 Voluntary Customer Load Curtailment

5.2.1 Public Appeal

5.2.1.1 An advisory message procedure will be used when Company has advance indications that it will not be able to meet future peak loads. These messages will request voluntary load reduction during specific hours on specific days.

5.2.1.2 An emergency bulletin procedure will be used for instant notification to the public in the event there is no advance indication of a power shortage. These bulletins will request the immediate voluntary cooperation of all customers in reducing electric loads.

5.2.1.2.1 These bulletins will request all customers to reduce the use of all electrically operated equipment and devices, where possible.

5.2.1.2.2 Company will have a prepared statement to read which will give current information on the Power Supply Interruption, Fuels Shortage or Transmission Emergency.

5.3 Contractually Interruptible Load

5.3.1 Company shall invoke contractual interruption provisions to the extent appropriate.

5.3.2 Company shall interrupt non-firm wholesale customer(s) as appropriate.

5.4 Involuntary Customer Load Curtailment

5.4.1 If the load reduction realized from application of the voluntary curtailment procedures is not sufficient to alleviate the power shortage, Company will reduce voltage if and to the extent practical and in accordance with normal applicable electric utility operation standards.

5.4.2 If further load reduction is required, load will be reduced as follows:

5.4.2.1 Circuits not classified with "Major Use/Others With Notice, Critical or Essential" customers will be interrupted on a rotating basis. The frequency and duration of such interruptions will be dependent upon the magnitude and nature of the power shortage. The frequency and duration of such interruptions shall also consider the circumstances of Major Use Customers.

5.4.2.2 Accurate records will be kept to ensure that these circuits are rotated in an equitable and technically feasible manner.

5.4.2.3 Circuits classified as "Major Use/Others" will be interrupted upon the giving of appropriate notice.

5.4.2.4 Customers on circuits which serve critical loads will be required to curtail the non-critical portion of their loads. Thereafter, circuits which serve critical loads will be identified and will not be interrupted unless an area must be dropped to maintain stability of the electric system. However, loads otherwise classifiable as critical may be curtailed if they possess back-up generation sufficient to meet their entire load requirement. If a customer having a critical load refuses or fails to curtail his electric consumption down to the critical load, he shall thereupon not be considered to have a critical load for purposes of this Schedule.

5.4.2.5 Circuits which serve essential loads will be identified and will not be interrupted unless an area must be dropped to maintain stability of the electric system. However, loads otherwise classifiable as essential may be curtailed if they possess back-up generation sufficient to meet their entire load requirement.

5.5 Sudden Shortages of Power

In the event that time does not allow for the implementation of the Electric Curtailment Guidelines, Company may resort to its emergency operations procedures, with or without notice.

5.6 Automatic Load Shedding

In the event that there is a major electrical disturbance threatening the interconnected Southwest system with blackout conditions, emergency devices such as under frequency load shedding, transfer tripping, etc., will be utilized to maintain the optimum system stability.

6. ELECTRIC CURTAILMENT OF FIRM WHOLESALE CUSTOMERS

6.1 The term “firm wholesale customer” shall be defined as those APS customers who purchase, on a firm basis, electricity from the Company for purposes of resale.

6.2 In any given instance where a curtailment of wholesale power deliveries is involved, and subject to any required approvals of the Federal Energy Regulatory Commission or contractual provisions to the contrary, Company shall notify its firm wholesale customers, requesting that they curtail electric service to their retail customers during the period that Company's system is affected by power shortages. In the event that Company is unable to obtain the cooperation of a firm wholesale customer, it may seek an order from appropriate governmental authority requiring the firm wholesale customer to accept a reduction of electricity deliveries proportionate to the curtailment being effected on Company's system.

7. ELECTRIC LOAD AND CURTAILMENT PLAN

A detailed electric load and curtailment plan shall be kept on file with the Arizona Corporation Commission. This plan shall contain specific procedures for implementation of the above, along with the name(s) and telephone number(s) of the appropriate Company personnel to contact in the event implementation of the plan becomes necessary. This plan shall be updated at least annually, and it or amendments thereto shall become effective upon submission to the Arizona Corporation Commission.

7.1 Company shall contact the Director, Utilities Division, or their designee, as soon as practical for any curtailment pursuant to this Schedule #5.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2666-807 Intergovernmental Agreement – Littleton School District no. 65 – School Resource Detective Program – Collier Elementary School

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623)333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement between the Littleton School District No. 65 and the City of Avondale to share the cost of providing School Resource Detectives during the school year at an annual cost to the City of $49,207.

BACKGROUND:

In recent years the population increase in Avondale has revealed school safety issues that identified the need to increase the size of the SRD program. In 1994 the City of Avondale began to actively pursue alternative funding for this program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRD's. The District secured funding from the Arizona Department of Education's (ADE) School Safety Grant for school resource detective services ("SRD" Service) for Collier Elementary. Unfortunately, the Avondale Police Department was not able to fill the SRD position at Collier due to competing staffing priorities in the uniform patrol division and this grant funding was not used. Eventually this position was filled in October 2006 and the Avondale Police Department funded this SRD position through the remainder of the 2006/07 school year.

In October 2004 the concept of splitting the costs of an SRD with the respective Avondale School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRD's when grant funding is no longer available. This concept has also been approved by the Littleton School District No. 65 which is the governing body for Collier Elementary School.

The proposed IGA establishes funding agreements for the school year running from August 1, 2007 through June 30, 2008 and it provides for direction, supervision and management of the SRD assigned to Collier Elementary School. The SRD program establishes a partnership between the police department and the respective schools. SRD's are assigned to the classroom where they teach a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRD provides a positive police role model for the students as well as serving as security advisors to school administrators. The police department enjoys the benefit of having an SRD assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRD conducts follow up on criminal investigations involving the students attending their respective schools, which provides relief to Detectives who would otherwise handle these follow up investigations.

BUDGETARY IMPACT:

The Littleton School District No. 65 has committed financially to fund half of the assigned SRD's salary, benefits, and school related overtime during the school year. The cost sharing between the City of Avondale and the Littleton School District No. 65 is as follows:

- Total yearly salary and ERE for the assigned SRD $84,355.
- Assuming a 10 month school year, the cost to the school would be $35,148.

· The City's cost would be $49,207 as the City of Avondale will pay the entire two month salary and ERE when school is out of session.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement between the Littleton School District No. 65 and the City of Avondale to share the cost of providing School Resource Detectives during the school year at an annual cost to the City of $49,207

ATTACHMENTS:

Click to download

- RES - 2666-807

RESOLUTION NO. 2666-807

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH LITTLETON ELEMENTARY SCHOOL DISTRICT NO. 65 RELATING TO A SCHOOL RESOURCE DETECTIVE FOR COLLIER ELEMENTARY SCHOOL.

WHEREAS, the Littleton Elementary School District No. 65 (the "District") is dedicated to providing a safe environment for its students; and

WHEREAS, the City of Avondale (the "City") desires to support the District in its student safety efforts and to provide a positive police presence at Collier Elementary School; and

WHEREAS, the City and the District wish to set forth the rights and obligations of each party with respect to School Resource Detective to be assigned to Collier Elementary School.

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

SECTION 1. That the Intergovernmental Agreement between the City and the District with respect to School Resource Detectives at Collier Elementary School (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

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 to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 6, 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. 2666-807

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
LITTLETON ELEMENTARY SCHOOL DISTRICT NO. 65
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the date of the last signature below between the City of Avondale, an Arizona municipal corporation (the "City") and the Littleton Elementary School District No. 65, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its M & O budget to fund school resource detective services ("SRD Services") for Collier Elementary School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRD Services for the District.

C. The City and the District desire to enter to an agreement whereby the City will provide sworn, certified police officers to serve as school resource detectives ("SRDs") to provide SRD Services at Collier Elementary School.

D. The District is authorized to enter into this Agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-952.

E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – CITY OBLIGATIONS

1.1 Services to be Provided.

A. The City shall provide SRD Services to the District at Collier Elementary School on an hourly basis, as required by the School Administration, but not to exceed 40 hours per week.

B. The SRDs performing SRD Services shall fulfill their duties as sworn law enforcement officers for the State of Arizona. The SRDs may be temporarily assigned to duties

other than the SRD Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRDs will assist the School Administration with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRDs shall also provide a monthly recap of law related education ("LRE") (as more fully described in Exhibit A hereto), law enforcement activity and time on campus to the School Administration.

D. When school is not in session, including all breaks, the City shall have full discretion to assign the SRDs various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRDs' costs when so assigned.

E. The roles and responsibilities of the City and the District with respect to the SRD Services shall be as set forth in Exhibit A attached hereto and incorporated herein by reference.

1.2 Accounting and Documentation. The SRDs' salaries and employer-paid benefits rate shall be used to calculate the amount due from the District for SRD Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – DISTRICT OBLIGATIONS

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the SRD Services as set forth below:

A. The District shall pay 50% of the costs associated with SRD Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRDs costs during the two-month summer break and any other school breaks during which the City assigns the SRDs to city-related duties. The SRDs' time spent at Collier Elementary School, including all overtime, must be substantiated by time cards and approved by the School Administration.

B. The District shall pay 50% of any SRD overtime worked on school-related investigations. SRDs must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that allows for privacy for the SRDs to conduct confidential business. The office shall include the necessary equipment for the SRDs to effectively perform their duties, including telephone, desk, chair and filing cabinet.

2.3 SRD Related Training. The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SRDs that provide SRD Services to receive and maintain certification by the National Association of School Resource Officers.

2.4 Non-Interference By District. No District or Collier Elementary School administrator shall interfere with the SRDs' sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Term; Recording. The term of this Agreement shall be for one year from July 1, 2007 until June 30, 2008, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below. The SRD Services provided herewith shall commence on August 1, 2007 and shall continue for a period of ten months to coincide with the school year. The City shall be responsible for filing this Agreement with the County Recorder.

3.2 Personnel. The City represents that it has sworn Avondale Police officers to perform the SRD Services required in Section I of this Agreement.

3.3 Independent Contractor. The City 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 District. City, its employees and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. District and City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRD Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.6 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 Attn: City Manager Facsimile: 623-478-3804
With copy to:	GUST ROSENFELD, PLC 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Attn: Andrew J. McGuire, Esq. Facsimile: 602-340-1538
If to the District:	Littleton Elementary School District 1252 South Avondale Boulevard Avondale, Arizona 85323 Attn: Dr. Roger Freeman Facsimile: 623-478-5625
With a copy to:	Division of County Counsel 222 North Central Avenue, Suite 1100 Phoenix, Arizona 85004 Attn: Mr. Otis Smith Facsimile:_____

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 or e-mail during the normal business hours of the recipient, with proof of delivery. 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.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies).

3.8 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated

for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

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

3.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

3.12 Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property Upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

IN WITNESS WHEREOF, the City and the District No. 214 have executed this Agreement as of the date of the last signature set forth below.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

_____
Linda M. Farris, City Clerk

"**District**"

LITTLETON ELEMENTARY SCHOOL DISTRICT NO. 65, an Arizona school district

By:_____
Dr. Roger Freeman, Superintendent

Date:_____

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Otis Smith, Maricopa County Attorney for the District

_____
Andrew J. McGuire, Avondale City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
LITTLETON ELEMENTARY SCHOOL DISTRICT NO. 65
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

[Roles and Responsibilities of the City and District]

See following pages.

AVONDALE POLICE DEPARTMENT SRD PROGRAM

I. Introduction.

The mission of the Avondale Police SRD Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRD will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRD will establish trusting lines of communication with students, parents and teachers. SRDs will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. SRDs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRDs will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SRDs will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the police department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "civilian" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. <u>Goals</u>.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch and after school.

B. Reduction of criminal offenses committed by students.

1. Give 90 LRE presentations per semester.
2. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRD Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRD shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRD Accountability: The Collier Elementary School principal or designee will provide a written evaluation of the SRD performance relating to the goals established in this MOU once a semester. School staff shall contact the SRD Supervisor to report performance or conduct related complaints involving SRDs' as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRD.

V. Procedures.

The City of Avondale SRD Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SRDs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SRDs shall not enforce any school or district rules.
- SRDs are not disciplinarians and shall not assume this role under any circumstances.
- SRDs report directly to an Avondale Police Supervisor for all activities.
- SRDs will not involve themselves with Collier Elementary School administrative matters that are not criminal offenses.
- SRDs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with Collier Elementary School.

- SRDs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SRDs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRD Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the SRD Program
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- AZPOST certified general instructor

B. SRD Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRD Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRD is, first of all, a sworn law-enforcement officer. When necessary the SRD has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRD and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRD assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRD should know the role of the PO.
5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRD is expected to provide a minimum of 90 hours of classroom instruction in Law-Related Education (LRE) per semester (based upon a two-semester year). LRE does NOT consist of one-on-one or group counseling. The 90 hours of law-related education instruction, per semester, should be completed during the school day's regularly scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.

2. The SRD should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.

3. The SRD must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Collier Elementary School principal or designee:

    a. Total hours of LRE classroom instruction
    b. LRE topic and law enforcement

c. Teacher name and subject of each class where an LRE lesson is taught
d. Total hours of Law Enforcement/ Probation activity
e. Time spent per LRE lesson • Total time spent off campus

C. Positive Role Model:

1. The SRD should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRD should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRD should be honest by providing accurate information.
4. The SRD should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRD should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRD should show respect by treating students with respect and expressing high expectations for them.
7. The SRD should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. <u>SRD Supervisor Role</u>:

The SRD Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRD Program.
- Attend SRD Program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRD keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRD's for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRD's, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRD misconduct.
- Regularly brief Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SRDs conduct timely, professional and thorough investigations of criminal activity on school campuses.

- Conduct one supervisory follow-up of a criminal investigation per SRD per semester. Includes a written evaluation and assessment of the SRD's performance.
- Meet collectively with SRDs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRD activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SRD's, once a month to discuss SRD performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRD Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRD Program philosophy to all site staff.
2. Understands the SRD Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRD program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRD while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRD before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRD on a regular schedule.
9. Directs staff development of teachers and SRD involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRD relating to their role as an SRD.

C. Teacher:

1. Supports and communicates information about the SRD Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.

3. Teams with the SRD in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation:

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRD Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRD Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)[1]

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies*.)

B. Possible Benefits. Law-Related Education is a component of the SRD Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

[1] Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

- to explore and reflect on theirs and others' perspectives,
- to express and defend their views, to listen to the views of others,
- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going

positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system".

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
http://azbf.org/AZFLSE/lre/lre.cfm
The site will provides up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
http://www.azprevention.org/
APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE
http://jointogether.org

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org
A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)
www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)
www.asroa.org
Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information
www.health.org
A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center
www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools
www.nwrel.org
Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center
www.nssc1.org
Clearinghouse for school safety information.

National Youth Gang Center
www.iir.com/nygc
Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online
www.pavent.org
Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention
www.ncjrs.org

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)
www.crf-usa.org
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)
www.abanet.org
Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc
www.streetlaw.org
Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2667-807 - Change Order - Intergovernmental Agreement - City of Phoenix for FY2007/2008 Transit Services

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Jess Segovia, Transit Administrator (623)333-1030

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving a Change Order to an Intergovernmental Agreement with the City of Phoenix for FY2007/2008 Transit Services. This Change Order will renew the agreement for one year for an estimated annual cost of $517,410, and authorize the Mayor and City Clerk to execute the appropriate documents.

BACKGROUND:

The City of Avondale entered into an Intergovernmental Agreement (No. 104703) for transit services with the City of Phoenix in FY 2003/2004. This agreement has been renewed and amended annually since 2003. The most recent amendment covered the period July 1, 2006, through June 30, 2007.
The transit services provided by City of Phoenix will include the following services in FY 2007/2008:

- Route 3 – Van Buren Street
- Route 17 – McDowell Road (beginning January 2008)
- Route 41 –Indian School Road
- Green Line –Thomas Road and Avondale Blvd.
- ADA Dial-a-Ride service adjacent to the fixed routes

DISCUSSION:

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Goodyear, Tolleson and Litchfield Park). The AUA is receiving an estimated $1.25 million in FTA Operating Assistance in FY2007/2008. These funds require a 100% local match. The local match for routes 3, 17, 41 and Greenline is paid for by City of Phoenix's share. Since Phoenix is not a recipient of FTA Operating Assistance, their proportionate share counts as the AUA's local match.

The Cities of Avondale, Goodyear, Litchfield Park, Phoenix and Tolleson will each be paying their proportionate share of the required local match for the START 131 route.

The START route is also eligible for Job Access and Reverse Commute (JARC) grant funds. These funds are available annually by the State of Arizona and are distributed by ADOT. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use.

ADA Dial-a-Ride services will no longer be paid using FTA Operating Assistance Funds. With the passage of the Regional Transportation Plan, an ADA fund was established to allow reimbursement to cities for any Paratransit trips provided to ADA-certified individuals. Avondale is eligible for reimbursement up to $155,231

in FY2007/2008.

**The new Route 17 (McDowell) is scheduled to begin service in mid to late January 2008. The estimated cost reflects approximately half a year's service.*

Attachment Ais an estimated cost of service and funding for each of the routes for fiscal year 2007/2008.

Attachment B is a break down of split funding total for each city for fiscal year 2007/2008.

Since Avondale has entered into the IGA with the City of Phoenix, Phoenix will bill the City for the cost to provide service to the other West Valley cities totaling $517,410.

BUDGETARY IMPACT:

The total estimated cost to the City of Avondale is $212,982 (after Dial-a-Ride reimbursement of RTP funds has been received from Valley Metro/RPTA). However, it is necessary to authorize an expenditure of $517,410 and a revenue stream of $214,207 from the other cities (excluding Phoenix) to accurately reflect the necessary transactions. If necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service. Funding is available in the FY07-08 budget in the transit services fund 215.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution approving a Change Order to the Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year and expand services for an estimated annual cost of $517,410, and authorize the Mayor and City Clerk execute the appropriate documents.

ATTACHMENTS:

Click to download

- Original Phoenix Contract
- Attachment B
- Attachment A - Cost of Services funding FY2007-2008
- Res - 2667-807

EXHIBIT A
TO
RESOLUTION 2597-806

[Intergovernmental Agreement]

See following pages.

AGREEMENT NO. 114703

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF AVONDALE

(Fixed Route and Dial-a-Ride Services)

THIS AGREEMENT is made and entered into this 8TH day of December, 2004, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and the City of Avondale, a municipal corporation, duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "AVONDALE").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix urban area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, AVONDALE has broad Charter and statutory authority to engage in all of the activities and endeavors allowed under the laws of the state of Arizona and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Avondale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the State of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation, . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." (A.R.S. Section 9-500.11); and, (3) to "be vested with all of the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters or other provisions of law . . ." (A.R.S. Section 9-499.01); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of AVONDALE's Charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX operates fixed route and dial-a-ride transit services and has agreed to extend said services to AVONDALE as described herein; and,

WHEREAS, PHOENIX and AVONDALE have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. SERVICES. AVONDALE shall receive transit and dial-a-ride services from PHOENIX as set forth in Exhibit "A" hereto. AVONDALE shall reimburse PHOENIX for its share of the cost of said services the estimate for which is set forth in Exhibit "A".

2. PERIOD OF SERVICE. PHOENIX shall provide fixed route and dial-a-ride services from July 1, 2004 through June 30, 2005 unless mutually discontinued or extended.

3. EXHIBITS AND INCORPORATION BY REFERENCE. Attached hereto and by this reference incorporated herein are the following Exhibits each of which is applicable to this Agreement:

Exhibit "A"	Description of Service, Cost and Cost Allocaction
Exhibit "B"	Required Reports
Exhibit "C"	Required Federal Provisions
Exhibit "D"	Partial List of Applicable Laws
Exhibit "E"	Master Grant Agreement, Table of Contents
Exhibit "F"	Required Local Provisions

AVONDALE shall comply with the requirement of each of the above listed Exhibits. With regard to the Master Grant Agreement (the Table of Contents of which is attached hereto as Exhibit "E"), AVONDALE shall comply with the

requirements of the Master Grant Agreement itself, it being specifically understood that the Table of Contents is attached hereto as a matter of convenience only.

4. **Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:**

If intended for AVONDALE:

Todd Hileman, City Manager
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Phone: (623) 478-3001
FAX: (623) 478-3802

If intended for PHOENIX:

Debbie Cotton, Acting Public Transit Director
City of Phoenix
302 North First Avenue, Suite 900
Phoenix, AZ 85003
Telephone: (602) 262-7242
Fax: (602) 495-2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

5. **Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and AVONDALE, when executed by their duly authorized officials, and when filed with the County Recorder pursuant to A.R.S. § 11-952(G).**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
Frank Fairbanks, City Manager

By _____
~~Ed Zuercher~~ Debbie Cotton
Acting - Public Transit Director

CITY CLERK DEPT.
2005 FEB -4 PM 2:49

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

_____
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 12-8-2004

CITY OF AVONDALE, ARIZONA
A Municipal Corporation

By _____
Todd Hileman
City Manager

ATTEST:

_____
City Clerk - AVONDALE

APPROVED BY AVONDALE CITY COUNCIL ON: July 6, 2004

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

William Bode

Attorney for PHOENIX

Attorney for AVONDALE

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EXHIBIT "A"

2004-05
INTERGOVERNMENTAL AGREEMENT

(Description of Service, Cost and Cost Allocaction)

AGREEMENT NUMBER:

SERVICE PROVIDER: CITY OF PHOENIX

SERVICE RECIPIENT'S NAME: CITY OF AVONDALE

SERVICE RECIPIENT'S ADDRESS: 11465 W. Civic Center Drive
Avondale, AZ 85323
Phone: (623) 478-3001
FAX: (623) 478-3802

TOTAL ELIGIBLE COST: $346,800
ESTIMATED NON-GRANT PORTION OF TOTAL ELIGIBLE COST: $12,178

Note: All costs set forth herein are estimates to be paid largely with Grant Funds. A final reconciliation of costs will occur at the end of the fiscal year. Under current estimates, Avondale will pay $12,178 in non-grant funds for all services under this Agreement. Upon final reconciliation Avondale shall be responsible for paying any increase in cost and shall be refunded and/or credited for any decrease in cost.

SERVICE(S) DESCRIPTION:

- PHOENIX will provide bus service on Route 41 – Indian School Road from Desert Sky Mall in Phoenix to Estrella Mountain Community College in Avondale.
- PHOENIX will provide bus service on the Green Line – Thomas Road from Desert Sky Mall in Phoenix to the Avondale Civic Center. (Service commencing approximately July 26, 2004.)
- PHOENIX will provide bus service on Route 131 – This route will go through various west valley cities (including Avondale). (Service commencing approximately April 11, 2005.)
- PHOENIX will provide complementary ADA dial-a-ride service which will be paid entirely by AVONDALE. PHOENIX and AVONDALE will share the cost of providing Route 41 service. AVONDALE will provide PHOENIX with a share of its FTA operating grant funds to pay for part of the service in Phoenix. To the extent that they are available, AVONDALE will use FTA grant funds for costs of service for Routes 41, 131, Green Line and ADA dial-a-ride service. PHOENIX will submit a payment request to Avondale for the costs of providing bus and dial-a-ride services in Avondale. PHOENIX will send a reimbursement request to AVONDALE for FTA grant funds to help PHOENIX pay for operating costs within the Phoenix city limits.

Avondale Service Contract
Contract Estimate
Fiscal Year 2004-05

Route *	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:							
41 P	90.0	258	23,220	$5.5060	$127,800	($19,200)	$108,600
41 A	64.3	258	16,589	$5.5060	$91,300	($13,700)	$77,600
Saturday:							
41 P	80.0	50	4,000	$5.5060	$22,000	($2,600)	$19,400
41 A	51.7	50	2,585	$5.5060	$14,200	($1,700)	$12,500
Subtotal	234.3		43,809		$241,100	($35,500)	$218,100
Weekday:							
Green P	140.7	241	33,909	$5.5060	$186,700	($28,000)	$158,700
Green A	140.7	241	33,909	$5.5060	$186,700	($28,000)	$158,700
Saturday:							
Green P	111.8	46	5,143	$5.5060	$28,300	($3,400)	$24,900
Green A	111.8	46	5,143	$5.5060	$28,300	($3,400)	$24,900
Subtotal	393.2		72,960		$401,700	($59,400)	$367,200
Dial-a-Ride		308	3,120	$38.2939	$119,000	($10,700)	$108,300

Total Cost Net of Fare Revenue	$693,600
FTA Operating Assistance @ 50%	($346,800)
Total Local Share Provided by Phoenix	$346,800
Avondale Share of Costs	$0

* Green Line extension effective July 26, 2004.

Route 131 Costs by Jurisdiction: **

Weekday:							
Avondale	210.8	58	12,226	$5.5060	$67,300	($23,940)	$43,360
Goodyear	49.5	58	2,871	$5.5060	$15,800	($5,620)	$10,180
Litchfield Park	26.0	58	1,508	$5.5060	$8,300	($2,950)	$5,350
Phoenix	48.5	58	2,813	$5.5060	$15,500	($5,510)	$9,990
Tolleson	106.3	58	6,165	$5.5060	$33,900	($12,070)	$21,830
Total	441.1		25,584		$140,800	($50,090)	$90,710

Job Access and Reverse Com. @ 50%	$45,355
FTA Operating Assistance @ 50% of Bal	$22,678
Total Local Share Provided by Avondale	$22,678

** Transfer to Phoenix effective April 11, 2005.

Funding Split April 11 through June 30, 2005:

Avondale	53.70%	**$12,178**
Tolleson	27.07%	$6,139
Goodyear	12.61%	$2,860
Litchfield Park	6.62%	$1,501
Totals		$22,678

EXHIBIT "B"

Required Reports

AVONDALE shall submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
NTD Report	**Annually**	Copy for information only
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	**FTA Drug and Alcohol Testing**

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines.

EXHIBIT "B"

EXHIBIT "C"

Required Federal Provisions

1. AVONDALE shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and AVONDALE'S performance hereunder. PHOENIX'S audit shall be at AVONDALE'S sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.

2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or AVONDALE, has any interest, financial or otherwise, in this Agreement.

3. AVONDALE shall fully comply with the Disadvantaged Business Enterprise (DBE) regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal and program submitted annually by PHOENIX as the recipient on behalf of the region. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.

4. In performing the services for which federal funding is provided under this Agreement, AVONDALE agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for AVONDALE to receive services under this Agreement with the City of Phoenix, AVONDALE is required to similarly accept and comply with all such terms and conditions and AVONDALE does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to AVONDALE and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2000 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth in its Table of Contents, are attached hereto as Exhibit "E" and are, by this reference, incorporated herein. The items listed in Exhibit "E" are illustrative only and are set forth in the Exhibit for AVONDALE'S ease of reference; AVONDALE is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "E".

6. AVONDALE understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.

EXHIBIT "D"

Partial List of Applicable Laws

A. Federal Codes. AVONDALE shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AVONDALE receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

EXHIBIT "E"

Master Grant Agreement, Table of Contents

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
MASTER AGREEMENT
For Federal Transit Administration Agreements authorized by
49 U.S.C. §§ 5301 *et seq.*, Title 23, U.S.C. (Highways),
the National Capital Transportation Act of 1969, as amended,
the Transportation Equity Act for the 21st Century, 23 U.S.C. § 101 note,
or other Federal enabling legislation

FTA MA(8)
October 1, 2001
[http://www.fta.dot.gov/library/legal/agreements/2002/ma.html]

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EXHIBIT "F"

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by AVONDALE without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other and neither party is authorized to act on behalf of the other party. AVONDALE shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.

5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. AVONDALE shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, AVONDALE shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, AVONDALE shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.

7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.

10. Labor Protective Provisions. AVONDALE shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the labor agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. AVONDALE shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by AVONDALE, that were not requested by PHOENIX which result in grievances, claims and/or liability.

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Change Order No.
NO. 2

Contract No.	Issued To: (Name of Contractor or Consultant)	Date
114703	City of Avondale	5/31/2005

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2005-06

This C/O is issued to renew agreement # 114703 for FY 2005-06 where the City of Phoenix provides fixed route service to Avondale on the Green Line and Routes 3, 41, 131 and 560 and the necessary complementary dial-a-ride service.

Attached exhibit A identifies the cost per mile, annual cost, estimated revenue, and net cost for the period of July 1, 2005 through June 30, 2006 along with West Valley participating City shares of funding split. This exhibit will be amended annually to reflect revised miles of service and their cost as provided to Avondale by Phoenix.

Attached exhibit B identifies the current fare structure and transfer policy, which shall be enforced by Phoenix through its service contractors.

Period of Service: July 1, 2005 through June 30, 2006

Estimated Cost of Service: $451,300

Financial Impact

This change order will result in no cost to Phoenix.

1. Amount of this Change Order for FY 2005 -06	2. Amt. Of Prior Change Orders for FY 2005 -06	3. Adj. Contract Amt. (1 & 2) FY 2005 -06			
$451,300	$0	451,300			

ACCEPTANCE	ENDORSEMENTS	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept SIGNATURE:_____ TITLE: _____ DATE: _____	REQUESTED BY: _____ Lina Cruz-Evans, Management Assistant I	DATE
	RECOMMENDED BY: _ _____ Steve Brown, Deputy Public Transit Director	DATE
	CHECKED AS TO AVAILABILITY OF FUNDS BY: _____ Budget and Research Department	DATE
_X_ REVENUE __ EXPENDITURE	APPROVED FOR THE CITY MANAGER BY: _____ Debbie Cotton, Public Transit Director	DATE

S:\COP\MGMTSVC\CONTRACTS\CHNGORDR\114703cco#2.doc

EXHIBIT B
TO
RESOLUTION 2597-806

[Change Order]

See following pages.

City of Phoenix
PUBLIC TRANSIT DEPARTMENT

July 6, 2006

Janeen Gaskins
Grants Administrator
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

RE: Transit Service Agreement (#114703)

Dear Ms. Janeen Gaskins,

Enclosed are four (4) copies of Contract Change Order #4 to Transit Service Agreement (#114703) between the City of Phoenix and the City of Avondale. Please ensure the appropriate signatures are on each copy and return them to my attention at the address below.

Upon final execution I will provide to you an original document for your records.

I'll appreciate an acknowledgement of receipt of the enclosed documents from you. Please confirm via phone, fax or e-mail. (Phone: 602-534-6192; FAX: 602-495-2002; E-mail: richard.webb@phoenix.gov).

Sincerely,

Richard Webb
Procurement Assistant
(602) 534-6192

City of Phoenix
Public Transit Department
302 N. 1st Ave
Suite 900
Phoenix, AZ, 85003

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Change Order No.
NO. 4

Contract No.	Issued To: (Name of Contractor or Consultant)	Date
114703	City of Avondale	6/15/2006

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2006-07

This C/O is issued to establish an agreed upon schedule of quarterly invoicing by the City of Phoenix for transit services provided under the terms of this agreement for FY 2006-07. The City of Phoenix provides fixed route service to Avondale on the Green Line and Routes 3, 41, 131 and 560 and the necessary complementary dial-a-ride service.

Attached revised Exhibit (A) provides Route mileage and cost breakdown along with West Valley participating City shares of funding split.

Estimated Cost of Service for FY 2006-07: $409,660

Current projected payments consist of four (4) equal installments of $102,415 to be made as follows:

Payment No. 1 is due on or before July 1, 2006.
Payment No. 2 is due on or before October 1, 2006.
Payment No. 3 is due on or before January 1, 2007.
Payment No. 4 is due on or before April 1, 2007.

PHOENIX will do a financial reconciliation of this Agreement after June 30, 2007.

Financial Impact
This change order will result in no cost to Phoenix.

1. Amount of this Change Order for FY 2006 -07	2. Amt. Of Prior Change Orders for FY 2006 -07	3. Adj. Contract Amt. (1 & 2) FY 2005 -06			
$409,660	$0	$409,660			

ACCEPTANCE	ENDORSEMENTS	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept	REQUESTED BY: Susan Robustelli, Management Assistant II	DATE
	RECOMMENDED BY: Jim Campion, Contract Specialist II Ld.	DATE
SIGNATURE:	PTD FISCAL SECTION REVIEW: Jeff Dolfini, ADMINISRATIVE ASSISTANT III	DATE
TITLE:		
DATE:	CHECKED AS TO AVAILABILITY OF FUNDS BY: NA Budget and Research Department	DATE
X REVENUE / EXPENDITURE	APPROVED FOR THE CITY MANAGER BY: Debbie Cotton, Public Transit Director	DATE

Attachment B – The following is a break down of split funding for fiscal year 2007/2008.

Route 131 Funding Split Fiscal Year 2008:		
Avondale	58.60%	$212,982
Goodyear	22.10%	$80,322
Litchfield Park	4.55%	$16,537
Tolleson	14.75%	$53,609
Totals	100.0%	$363,450

Southwest Valley ADA Costs		
Avondale	58.60%	$90,221
Goodyear	22.10%	$34,025
Litchfield Park	4.55%	$7,005
Tolleson	14.75%	$22,709
Totals	100.0%	$153,960

TOTAL FUNDING SPLIT FISCAL YEAR 2008:		
Avondale	**58.60%**	**$303,203**
Goodyear	**22.10%**	**$114,347**
Litchfield Park	**4.55%**	**$23,542**
Tolleson	**14.75%**	**$76,318**
Totals	**100.0%**	**$517,410**

(See the Resolution with IGA Change Order, Exhibit A for detailed breakdown)

Attachment A –An estimate of the cost for service and funding for each of the routes for fiscal year 2007/2008.

COST ESTIMATES FOR FY2007/2008

Service	Annual Cost	Fare Revenue	Net Cost
Route 3	$416,800	$18,690	$398,110
Route 3 (Phoenix)	$913,000	$90,680	$822,320
Route 17*	$145,500	$16,000	$129,500
Route 41	$86,500	$12,930	$73,570
Route Green	$216,400	$12,400	$204,000
Dial-A-Ride	176,000	$22,040	$153,960
START 131	$884,150	$64,240	$819,910
Subtotal	*$2,838,350*	*$236,980*	*$2,601,370*
Grant/Administrative Support Services (from Phoenix)			$80,000
TOTAL			**$2,681,370**

FUNDING SOURCES FOR FY2007/2008

Fund Source	Amount
FTA Operating Assistance	$1,255,135
Local Match (Phoenix's Route 3/START Route/Grant Services)	$908,825
Local Match (Avondale Urbanized Area Bus & Dial-a-Ride costs)	$517,410
TOTAL	**$2,681,370**

RESOLUTION NO. 2667-807

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A CHANGE ORDER EXTENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR TRANSIT SERVICES.

WHEREAS, the City of Phoenix ("Phoenix") is the designated fiscal agent to receive Federal Transit Administration funds for the operation of transit services for the Avondale Urbanized Area; and

WHEREAS, the City of Avondale (the "City") entered into an intergovernmental agreement with Phoenix relating to transit services in the Avondale Urbanized Area (the "Agreement") dated December 8, 2004; and

WHEREAS, the Council of the City of Avondale desires to approve a Change Order (the "Change Order") to the Agreement for the continuation of transit services as described in the Agreement and as amended by the Change Order.

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

SECTION 1. That the Change Order is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the expenditure of funds designated for transit services in the amount of $517,410 as described in the Change Order is hereby authorized.

SECTION 3. 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 Change Order and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 6, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2667-807

[Change Order]

See following pages.

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Change Order No.
NO. 5

Contract No.	Issued To: (Name of Contractor or Consultant)	Date
114703	City of Avondale	07/24/2007

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2007-08

This C/O is issued to establish an agreed upon schedule of quarterly invoicing by the City of Phoenix for transit services provided under the terms of this agreement for FY 2005-06. The City of Phoenix provides fixed route service to Avondale on the Green Line and Routes 3, 17, 41, 131 and necessary complementary dial-a-ride service.

Estimated Cost of Service for FY 2007-08: $517,410

Current projected payments consist of four (4) equal installments of $129,352.50 to be made as follows:

Payment No. 1 is due on or before July 1, 2007.
Payment No. 2 is due on or before October 1, 2007.
Payment No. 3 is due on or before January 1, 2008.
Payment No. 4 is due on or before April 1, 2008.

Late payments shall be subject to a 12% annual charge computed on a monthly basis.

PHOENIX will do a financial reconciliation of this Agreement after June 30, 2008.

Financial Impact

This change order will result in no cost to Phoenix.

1. Amount of this Change Order for FY 2007-08 ($517,410)	2. Amt. Of Prior Change Orders for FY 2007-08 $0	3. Adj. Contract Amt. (1 & 2) FY 2007-08 ($517,410)			

ACCEPTANCE	ENDORSEMENTS	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above. SIGNATURE:_____ TITLE: _____ DATE: _____	REQUESTED BY: _____ Patrick Dunn – Accountant III	DATE
	RECOMMENDED BY: _____ Jeff Dolfini, Deputy Public Transit Dir.	DATE
	CHECKED AS TO AVAILABILITY OF FUNDS BY: N/A _____ Budget and Research Department	DATE
_X_ REVENUE __ EXPENDITURE	APPROVED FOR THE CITY MANAGER BY: _____ Debbie Cotton, Public Transit Director	DATE

Avondale Service Contract
Contract Estimate
July 1, 2007 through June 30, 2008

Route	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:							
3 A	155.8	255	39,730	$4.7740	$189,700	($12,880)	$176,820
3 G	6.7	255	1,710	$4.7740	$8,200	($670)	$7,530
3 P	750.0	255	191,250	$4.7740	$913,000	($90,680)	$822,320
3 T	121.8	255	31,060	$4.7740	$148,300	($3,230)	$145,070
Saturday:							
3 A	155.8	52	8,100	$4.7740	$38,700	($1,490)	$37,210
3 G	6.7	52	350	$4.7740	$1,700	($40)	$1,660
3 T	121.8	52	6,330	$4.7740	$30,200	($380)	$29,820
Weekday:							
17 A	136.0	110	14,960	$4.7740	$71,400	($7,500)	$63,900
17 G	102.0	110	11,220	$4.7740	$53,600	($6,000)	$47,600
Saturday:							
17 A	112.0	22	2,460	$4.7740	$11,700	($1,500)	$10,200
17 G	84.0	22	1,850	$4.7740	$8,800	($1,000)	$7,800
Weekday:							
41 A	59.5	255	15,170	$4.7740	$72,400	($11,750)	$60,650
Saturday:							
41 A	56.9	52	2,960	$4.7740	$14,100	($1,180)	$12,920
Weekday:							
Green	152.9	255	38,990	$4.7740	$186,100	($11,070)	$175,030
Saturday:							
Green	122.0	52	6,340	$4.7740	$30,300	($1,330)	$28,970
Dial-a-Ride		307	3,300	$53.4188	$176,000	($22,040)	$153,960

Grant/Administrative Support Services			$80,000
Total Service Cost			$1,781,460
	Total All Costs		$1,861,460
FTA Operating Assistance @ 50%			$845,180
Avondale Share of Cost			$153,960
Phoenix Local Share (Over Match)			$862,320
	Total All Sources		$1,861,460

Route 131 Costs by Jurisdiction FY 2008:

Weekday:							
Avondale	269.1	255	68,620	$6.8375	$469,190	($29,900)	$439,290
Goodyear	64.1	255	16,350	$6.8375	$111,790	($7,510)	$104,280
Litchfield Pk	13.9	255	3,540	$6.8375	$24,200	($670)	$23,530
Phoenix	64.0	255	16,320	$6.8375	$111,590	($18,580)	$93,010
Tolleson	96.0	255	24,480	$6.8375	$167,380	($7,580)	$159,800
Total	507.1		129,310		$884,150	($64,240)	$819,910

Job Access and Reverse Com. @ 50%	$0
FTA Operating Assist. @ 50% of Balance	$409,955
Total Local Share	$409,955

Route 131 Funding Split Fiscal Year 2008:		
Avondale	58.60%	$212,982
Goodyear	22.10%	$80,322
Litchfield Park	4.55%	$16,537
Phoenix	0.00%	$46,505
Tolleson	14.75%	$53,609
Totals	100.0%	$409,955

Source of All Funds:	
FTA Operating Assistance	$1,255,135
Job Access Reverse Communte	$0
Local Funds West Valley	$517,410
Local Funds Phoenix	$908,825
Total All Sources	$2,681,370

CITY COUNCIL REPORT

SUBJECT:
Resolution 2668-807 Transit Service Agreement Amendment - Valley Metro/RPTA for 2006 and 2007 Transit Funds

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Jess Segovia, Transit Administrator (623)333-1030

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council adopt a resolution authorizing the Transit Service Agreement Amendment between the City of Avondale and Valley Metro/RPTA.

BACKGROUND:

In 2005, Maricopa County voters approved Proposition 400, or the Regional Transportation Plan (RTP), a Transportation tax that provides funding for highways, roads and public transit services. An agreement between the City of Avondale and Valley Metro/RPTA is necessary in order to request reimbursement for RTP-funded services and to continue receiving local grant funds awarded in 2006.

DISCUSSION:

The Transit Service Agreement Amendment provides the City of Avondale the opportunity to draw down on RTP funds, for the calendar year 2006, for ADA Dial-a-Ride services. Upon receiving Council's approval, staff may invoice Valley Metro/RPTA for up to $227,150 in ADA expenses for the Period February 1, 2006, through June 30, 2007.

In addition, the RTP is currently paying for Route 560 Express Bus services from Avondale to downtown Phoenix. The Transit Service Agreement Amendment is needed to pay for services from February 1, 2006, through June 30, 2007.

Valley Metro/RPTA is the recipient of Local Transportation Assistance Funds (LTAF) for the region. Avondale was eligible for $224,575.50 for fiscal year 2006/2007. LTAF funds are used to pay for public transit services such as fixed route bus and Special Transportation Services (STS) operated by Maricopa County. The Transit Service Agreement Amendment is needed for Avondale to receive these funds for fiscal years 2006 and 2007.

RECOMENDATION:

Staff recommends that City Council adopt the resolution authorizing theTransit Service Agreement Amendment between the City of Avondale and Valley Metro/RPTA.

ATTACHMENTS:

Click to download

- RPTA-AVN 2005-2006 Res Original IGA
- Res - 2668-807

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, TO APPROVE A CHANGE ORDER AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR REGIONAL TRANSIT COMMUNICATION SERVICES

WHEREAS, the City of Avondale (the "City") entered into an intergovernmental agreement with the Regional Public Transit Authority ("RPTA") to provide Southwest Transit Assessment and Review Team ("START") Route 131 transit services (the "Agreement"), attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Council of the City of Avondale desires to amend this Agreement and transfer control of the START Route 131 to the City of Phoenix and pay RPTA for communication fees only (the "Change Order").

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

SECTION 1. That the Change Order is hereby approved in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 2. That the funds designated for the communication services in the amount of $19,050.00 based on the federal allocation of $224,575.50 to the Avondale Urbanized Area as described in the Change Order is hereby authorized.

SECTION 3. 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 Change Order 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, July 5, 2005.

_____
Ronald J. Drake, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A

[Intergovernmental Agreement]

See following pages.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-1298509 09/16/03 11:54
2 OF 4
DELROSSOA

TRANSIT SERVICE AGREEMENT
(The "Agreement")

106-31-2004

BETWEEN: THE City of Avondale, a Municipal Corporation (hereinafter referred to as the "CITY")

AND: THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (of Maricopa County), a public agency established pursuant to A.R.S. Section 48-5101, et seq., (hereinafter referred to as the "RPTA").

WHEREAS: The RPTA is authorized to contract for the provision of public transportation services pursuant to A.R.S. Sections 48-5122 and 48-5123; and

WHEREAS: The CITY is authorized to contract for the provision of public transportation services pursuant to the City of Avondale Code; and

WHEREAS: The CITY and the RPTA together with other Maricopa County cities desire to provide a regional public transportation system; and

WHEREAS: CITY has been authorized by its CITY Council and RPTA has been authorized by its Board of Directors to enter into this Agreement; and

WHEREAS: The RPTA has established a network of regional public transportation services within Maricopa County; and

WHEREAS: The CITY, a municipal corporation, and the RPTA, a public agency, have authority in accordance with A.R.S. 11-952 to enter into intergovernmental agreements;

NOW, THEREFORE IT IS AGREED by and between the parties, as follows:

Regional Transit Services: As described in Schedule A, (as may be amended with RPTA approval from time to time during the term of this Agreement), means a public

system for the transport of passengers by any means but not including community-funded transportation services.

Community-funded Transportation Services: As described in Schedule B means a system operated or contracted for by the CITY for the purposes of transporting designated passengers or of operating within designated time periods or within specific areas of the City.

Public Transportation Service: Public Transportation Service means Regional Transit Services and Community-funded Transportation Services.

Service specifications: A detailed description of the Regional Transit Services funded by RPTA and covered by the agreement, including:

- a street by street description of routes;
- times of operations;
- route name and number;
- frequency;
- days of operation;
- first and last trip times;
- connections with other routes;
- timing points;
- boarding and alighting policies; and
- estimates of revenue hours and miles on weekly hours.

Transit stop: any location or structure and any ancillary facilities the purpose of which is to enable passengers to board or alight from transit vehicles

SECTION 1: SERVICE AREA AND TRANSIT SERVICES

The boundaries of the CITY which are lawfully in effect on the 1st day of July, 2003 shall designate and define the limits of the service area for the purposes of the Agreement, and the services specified in Schedule A shall be operated during the term of this Agreement.

SECTION 2: TERM AND RENEWAL

This agreement shall commence on July 1, 2003, and shall terminate on June 30, 2008, unless terminated earlier by one of the parties, in which case, written notice of termination shall be required no less than thirty (30) days prior to the proposed termination date. Funding levels for this Agreement shall be determined annually and shall be incorporated into this Agreement through the amendment of Schedules A, B, C, and D. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

SECTION 3: RPTA RESPONSIBILITY

3.1 With respect to Regional Transit Services, the RPTA shall:

a. approve annual operating budgets for the provision of Regional Transit Service hereunder;

b. recommend service specifications (as contained in Schedule A) in consultation with the CITY;

c. determine, set and amend the fare structure for transit services provided hereunder;

d. recommend (subject to CITY approval) functional standards for construction and establishment of transit stops and capital projects, such as park and ride and transit exchange facilities. Provided, however, CITY shall not be bound by such recommendation and shall act upon its independent judgment and discretion;

e. coordinate the negotiation of operating agreements with operating companies for the provision of transit service hereunder;

f. provide marketing and merchandising of transit service provided hereunder;

g. provide administrative services, equipment, personnel and management services necessary to provide the CITY with local bus scheduled, fixed route transit service. Scheduled transit services will be delivered by independent contractor(s) selected and approved by the RPTA. The RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement;

h. provide quarterly reports on ridership and revenue collected; and

i. provide professional staff, as requested, to assist the CITY in developing, evaluating and adjusting services.

3.2 With respect to Community-funded Transportation services, the RPTA shall:

a. transfer to the CITY funds allocated by the Board of the RPTA, and specified in Schedule B, for the purposes of expanding community-funded transit services; and

b. provide professional staff, as requested, to assist the CITY in developing, evaluating and adjusting services.

3.3 At the end of each quarter, RPTA will conduct a financial reconciliation of all costs of service (including any administrative fees) for informational purposes only. At the end of the fiscal year, a final reconciliation will be performed. If it is found that CITY has paid more than its share of the costs of service, RPTA shall refund such overpayment to CITY. Conversely, if CITY has under paid its share of the costs of services, RPTA shall bill the CITY for the underpayment.

3.4 The RPTA may conduct service and financial audits for services operated with any funding from the RPTA.

SECTION 4: CITY RESPONSIBILITY

4.1(a). The CITY expressly acknowledges, understands and agrees that:

(i). any recommendation provided by RPTA to the CITY pursuant to this Agreement or otherwise (including, but not limited to, any recommended service specifications or functional standards for construction and establishment of transit stops and any capital project) are simply general recommendations that the RPTA makes available to certain political subdivisions of the State of Arizona.

(ii). all such recommendations must be tailored to the specific requirements of the CITY;

(iii). the RPTA makes no representation or warranty to CITY that any such representation is sufficient or adequate to meet the specific requirements of the CITY;

(iv). it is the CITY's sole responsibility to review, approve or modify as appropriate any recommendation of the RPTA hereunder, including (but not limited to) any recommendation concerning pedestrian and traffic control.

a. With respect to services provided hereunder, the CITY shall provide traffic control and transit priority measures such as turning movements, on CITY streets.

b. The CITY shall purchase and install bus stop signs, and

c. The CITY shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans.

4.2 The CITY shall provide reasonable financial and operational data to the RPTA with respect to all regional transportation services, as requested from time to time.

4.3 CITY shall expend a certain percent of its Local Transportation Assistance Funds (LTAF) on transit as required by ARS Section 48-5104 and as referenced in Schedule B.

4.4 The CITY shall pay the RPTA, in accordance with Schedule C, for a share of expenses incurred by the RPTA in the operation of bus routes as requested by the CITY.

4.5 CITY shall pay RPTA, in accordance with Schedule D, for a share of the expenses incurred by RPTA in the operation of Regional Transit Services.

4.6 Provide a written ninety (90) calendar day notice for major service changes

SECTION 5:

5.1 Records

The Federal Transit Administration (FTA), the Arizona Department of Transportation, the Comptroller General of the United States, or any designee shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. All required records shall be maintained for a minimum of three years after all pending matters are closed.

5.2 Covenant Against Contingent Fees

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, CITY Council, the RPTA Board or any employee of CITY or RPTA, has any interest, financially or otherwise, in this Agreement.

5.3 Alteration in Character of Work

Minor alterations in the character of work shall be authorized in writing by RPTA and acknowledged by CITY by letter.

5.4 Termination

RPTA and CITY hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing thirty (30) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination together with any penalty or costs imposed by other funding sources and any costs attributing to Section 13(c) of the Federal Transit Act of 1964, as amended, the total of which is hereinafter referred to as "termination costs." If CITY has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if CITY has paid RPTA

an amount less than the termination costs, then CITY shall pay to RPTA an amount equal to the difference between the termination costs and the amount that CITY has already paid under this Agreement.

5.5 Additional Work

Additional work, when authorized by executed Contract Change Order or Supplement Agreement, shall be compensated for by a fee, mutually agreed upon by both parties.

5.6 Successors and Assigns

This Agreement shall not be assignable, except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5.7 Title VI Assurances

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

SECTION 6: INDEMNIFICATION

Each party to this Agreement agrees to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional act. An indemnifying party's negligence, error, omission or intentional act, as that phrase is used herein, includes the negligence, error, omission or intentional act of its officers, agents and employees. This provision shall survive the termination of this Agreement.

SECTION 7: AMENDMENT

This Agreement may be amended in whole or in part by written agreement of the parties.

SECTION 8: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

SECTION 9: INTEGRATION

This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 10: ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

SECTION 11: SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

SECTION 12: NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other; provided, however, that RPTA may assign its rights and delegate its obligations hereunder to a successor in interest without obtaining such consent.

SECTION 13: WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

SECTION 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

SECTION 15: CAPTIONS

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

SECTION 16: CANCELLATION

This agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

This Agreement shall be in full force and effect after it has been approved by the RPTA Board of Directors, after it has been executed by the duly authorized officials of the parties and after it has been filed with the County Recorder and the Secretary of State if necessary as provided by A.R.S. 11-952.

SECTION 17: NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to RPTA:

Regional Public Transportation Authority
302 North 1st Ave., Suite 700
Phoenix, Arizona 85004
(Attention: G. Kenneth Driggs, Executive Director)

If to CITY:

City of Avondale
525 N. Central Avenue
Avondale, Arizona 85323

Notices shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time

the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other Party as provided in this paragraph. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th day of August, 2003.

CITY OF Avondale, a municipal corporation,

By: Ronald J. Drake
Mayor

ATTEST: Linda M. Harrison
CITY Clerk

Regional Public Transportation Authority

By: G. Kenneth Driggs
Executive Director

ATTEST: Bryan Jungwirth
Deputy Executive Director

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

For the City of Avondale

Attorney for RPTA

SCHEDULE A

The following routes are funded in whole or in part by the RPTA and City of Avondale.

Routes

131
560

SCHEDULE B

CITY OF AVONDALE

Community Funded Transportation Services	*$11,985.00
Local Transportation Assistance Funds (3/4% transit expenditure requirement)	$189,441.75

*Reimbursement based upon statement of services provided on a quarterly basis.

Fiscal Year 2003-04

Schedule C

For the period July 1, 2003 to June 30, 2004 it is estimated that the City of Avondale will pay the Regional Public Transportation Authority **$251,247** for service on Routes 131 and 560 in Avondale.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule C shall consist of monthly installments of **$20,937.25** and shall be become due within thirty (30) days of receiving an invoice from the RPTA. The City of Avondale shall pay the actual amounts incurred, notwithstanding the availability of federal funds, which will be reimbursed to CITY after an end of year reconciliation is performed subsequent to June 30, 2004.

Notwithstanding the availability of federal funds, CITY shall pay RPTA $251,247.

RPTA Contracted Service Funded by City of Avondale

Contract Estimate for FY 2003-04

Jurisdiction	Route	Miles	Costs	Fares	RPTA Admin	Net Cost
Weekday Service						
Avondale	131	57,800	$ 210,385	$ 21,358	$ -	$ 189,027
Avondale	560	9,200	$ 54,600	$ 4,800	$ 430	$ 50,230
Tolleson	560	2,000	$ 11,900	$ -	$ 90	$ 11,990
Total Weekday		69,000	$ 276,885	$ 26,158	$ 520	$ 251,247
Plus Regional Services						$ 14,756
Net Cost to Avondale before Federal Reimbursement						$ 266,003
Estimated FTA 3037 federal funds for START						$ (84,779)
Net Cost to Avondale after Federal Reimbursement						$ 181,224

Schedule D

Regional Transit Services Costs

For the period July 1, 2003 to June 30, 2004 the City of Avondale will pay the Regional Public Transportation Authority **$14,756** for regional customer communications and customer services costs.

The CITY shall pay the RPTA, in accordance with Schedule D, for its estimated share of regional customer communications and customer services costs and shall consist of monthly installments of **$1,229.67** and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA. At the end of each quarter, RPTA will conduct a financial reconciliation of all costs of service (including any administrative fees) for informational purposes only. At the end of the year, a final reconciliation will be performed. If it is found that City has paid more than its share of the costs of service, RPTA shall refund such overpayment to City. Conversely, if City has under paid its share of the costs of services, RPTA shall bill the underpayment to City upon the next billing.

Additional miles of service provided by CITY, either directly or indirectly provided, shall result in an adjustment of regional mileage share and costs.

Total Miles Purchased	Regional Mileage Share	Total Cost
66,586	0.3%	$14,756

INTERGOVERNMENTAL
AGREEMENT AMENDMENT
Contract # 106-31-2005

As of the 1st day of July, 2004, this amends the following items of the Transit Service Agreement (the "Agreement"), designated as Contract #106-31-2004 and entered into on July 1, 2003 between the City of Avondale, an Arizona municipal corporation, and the Regional Public Transportation Authority, a public agency of the State of Arizona.

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. That Schedule B, attached hereto and incorporated herein by this reference, hereby replaces and supersedes the Schedule B originally attached to the Agreement.

2. That Schedule C, attached hereto and incorporated herein by this reference, hereby replaces and supersedes the Schedule C originally attached to the Agreement.

3. That Schedule D, attached hereto and incorporated herein by this reference, hereby replaces and supersedes the Schedule D originally attached to the Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 7th day of Sept, 2004.

By: _____
Ronald J. Drake
Mayor

By: _____
G. Kenneth Driggs
Executive Director

ATTEST: _____
Avondale City Clerk

ATTEST: _____
Bryan Jungwirth, Deputy
Executive Director

_____
APPROVED AS TO FORM:
City of Avondale

_____
APPROVED AS TO FORM:
Regional Public Transportation Authority

SCHEDULE B

CITY OF AVONDALE

Community Funded Transportation Services	*$11,985.00
Local Transportation Assistance Funds (3/4% transit expenditure requirement)	$208,065.75

*Reimbursement based upon statement of services provided on a quarterly basis.

Fiscal Year 2004-05

SCHEDULE C

For the period July 1, 2004 to June 30, 2005 it is estimated that the City of Avondale will pay the Regional Public Transportation Authority **$214,439** for regional transit services requested by CITY below.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule C shall consist of monthly installments of **$17,869.92** and shall become due within thirty (30) days of receiving an invoice from the RPTA. The City of Avondale shall pay the actual amounts incurred, notwithstanding the availability of federal funds, in an end of year reconciliation performed subsequent to June 30, 2005.

Notwithstanding the availability of federal funds, CITY shall pay RPTA $214,439.

TRANSIT SERVICE COST ESTIMATE

RPTA Contracted Service Funded by City of Avondale
Contract Estimate for FY 2004-05

Weekday Service Jurisdiction	Route	Miles per day	Srvc days	Miles	Costs	Fares	RPTA Admin	Net Cost
Avondale *	131	415	200	83,081	$184,539	$20,596	$0	$163,943
Avondale **	560	36	258	9,288	$58,741	$8,477	$232	$50,496
Total Weekday				92,369	$243,280	$29,073	$232	$214,439
Plus Regional Services								$19,004
Net Cost to Avondale before Federal Reimbursement								$233,443
Estimated FTA 3037 federal funds for Route 131								$0
Net Cost to Avondale after Federal Reimbursement								$233,443

* For the period July 1, 2004 to April 10, 2005
** For the period July 1, 2004 to June 30, 2005

SCHEDULE D

Regional Services Costs

For the period July 1, 2004 to June 30, 2005 the City of Avondale will pay the Regional Public Transportation Authority **$19,004** for regional customer communications and customer services costs.

The CITY shall pay the RPTA, in accordance with Schedule D, for its estimated share of regional customer communications and customer services costs which shall consist of monthly installments of **$1,583.67** and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA. At the end of each quarter, RPTA will conduct a financial reconciliation of all costs of service (including any administrative fees) for informational purposes only. At the end of the year, a final reconciliation will be performed. If it is found that City has paid more than its share of the costs of service, RPTA shall refund such overpayment to City. Conversely, if City has under paid its share of the costs of services, RPTA shall bill the underpayment to City upon the next billing.

Additional miles of service provided by CITY, either directly or indirectly provided, shall result in an adjustment of regional mileage share and costs.

Total Miles Purchased	Regional Mileage Share	Total Cost
94,433.0	0.32%	$19,004

EXHIBIT B

[Change Order]

See following pages.

INTERGOVERNMENTAL
AGREEMENT AMENDMENT
Contract # 106-31-2006

As of the 1st day of July, 2005, this amends the following items of the Transit Service Agreement entered into between the City of Avondale and the RPTA, dated the 1st day of July, 2003 as amended July 1, 2004.

The following sections replace and supersede those sections of the agreement entered into July 1, 2003, as amended July 1, 2004.

SECTION 4: CITY RESPONSIBILITY

4.7 The City is responsible for making payment on or before July 1st for the new fiscal year, corresponding to the amendment for the new fiscal year. In the event that there is a disagreement with the new proposed rate, the City is responsible for making payment at the old rate (the previous year's rate) until such time that the disagreement can be resolved.

The attached Schedule B replaces and supercedes Schedule B entered into July 1, 2004.

The attached Schedule D replaces and supercedes Schedule D entered into July 1, 2004.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____day of_____, 2005.

By: _____
Ronald J. Drake
Mayor

By: _____
Dave Boggs
Executive Director

ATTEST: _____
Avondale City Clerk

ATTEST: _____
Jon Medwin
Contracts and Procurement Manager

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

For the City of Avondale	Attorney for RPTA

SCHEDULE B

CITY OF AVONDALE

Local Transportation Assistance Funds (3/4% transit expenditure requirement)	$224,575.50

Fiscal Year 2005-06

SCHEDULE D

Regional Services Costs

For the period July 1, 2005 to January 31, 2006 the City of Avondale will pay the Regional Public Transportation Authority **$19,050.00** for regional customer communications and customer services costs.

The CITY shall pay the RPTA, in accordance with Schedule D, for its estimated share of regional customer communications and customer services costs which shall consist of seven (7) monthly installments of **$2,721.43** and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA. At the end of each quarter, RPTA will conduct a financial reconciliation of all costs of service (including any administrative fees) for informational purposes only. At the end of the year, a final reconciliation will be performed. If it is found that City has paid more than its share of the costs of service, RPTA shall refund such overpayment to City. Conversely, if City has under paid its share of the costs of services, RPTA shall bill the underpayment to City upon the next billing. Effective February 1, 2006 RPTA shall pay for all regional services expenses. Therefore, City shall only pay 7/12 of regional services costs in FY 06.

Additional miles of service provided by CITY, either directly or indirectly provided, shall result in an adjustment of regional mileage share and costs.

Total Miles Purchased	Regional Mileage Share	Total Cost
146,95.0	0.53%	$19,050.00

RESOLUTION NO. 2668-807

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR BUS TRANSIT SERVICE.

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

SECTION 1. That the amendment (the "Amendment") to the Intergovernmental Agreement between the City of Avondale and Maricopa County to provide special transportation services for senior citizens and handicapped individuals 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 cause the execution of the Amendment 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, August 6, 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. 2668-807

[Amendment]

See following pages.

TRANSIT SERVICE
AGREEMENT AMENDMENT

Contract # 106-31-2007

As of July 1, 2006, this amends the Transit Service Agreement entered into between the City of Avondale, an Arizona municipal corporation and the Regional Public Transit Authority, dated July 1, 2003, as amended July 1, 2004 and July 1, 2005 (the "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. That Schedule B, attached hereto and incorporated herein by reference, hereby replaces and supersedes the document attached to the Agreement as Schedule B.

2. That Schedule C, attached hereto and incorporated herein by reference, hereby replaces and supersedes the document attached to the Agreement as Schedule C.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 200__.

CITY OF AVONDALE

By: _____
Marie Lopez Rogers
Mayor

ATTEST: _____
Linda M. Farris, City Clerk

RPTA

By:_____
David A. Boggs
Executive Director

ATTEST: _____
Jon Medwin
Contracts and Procurement
Manager

ATTEST: _____
Christopher Curcio
Deputy Executive Director Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire Avondale City Attorney	Attorney for RPTA

SCHEDULE B

REGIONALLY FUNDED SERVICE

Service funded by RPTA through FY 05 – 06 $ -0-
Public Transportation Funds FY 06 – 07 $32,011

RPTA Funded Service in the City of Avondale

Contract Estimate for FY 2006-07

Weekday Service Jurisdiction	Route	Miles	Costs	Fares	RPTA Admin	Net Cost
Avondale	560	6,299	$42,225	$10,215	$0	$32,011
Total Weekday		6,299	$42,225	$10,215	$0	$32,011
Net Cost to Avondale						$32,011

CITY OF AVONDALE

Local Transportation Assistance Funds
(3/4% transit expenditure requirement) $224,575.50

The above line represents the minimum required LTAF expenditure for last year on transit by the City of Avondale as required by the laws of the State of Arizona as a provision of RPTA membership. This number may change upon publication of the MAG mid decade census.

Fiscal Year 2006-07

SCHEDULE C

For the period February 1, 2006 to June 30, 2006 it is estimated that the City of Avondale may request reimbursement from Regional Public Transportation Authority a maximum of $ 68, 250 for ADA Paratransit service in Avondale.

For the period of July 1, 2006 to June 30, 2007 it is estimated that the City of Avondale may request reimbursement from Regional Public Transportation Authority a maximum of $158,900 for ADA Paratransit service in Avondale. This amount is contingent upon approval of RPTA's fiscal year 2006-2007 budget by the RPTA Board of Directors.

Reimbursements must be requested by CITY on a PTF Reimbursement Request Form, attachment A, and certified by the CITY's chief financial officer or designee. RPTA will reimburse CITY within three (3) business days based upon availability of funds. CITY may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

Regional Public Transportation Authority
PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -
CURRENT PAYMENT REQUESTED	$ -	$ -
REMAINING FUNDING	$ -	$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

For RPTA use only

Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability (signature/date)	Date of funds transfer (signature/date)

Comments

Project	WBS	Phase	Activity	GL Account (Finance Only)	Amount
			7901		
			7901		
			7901		
			7901		

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1264-807 - Del Rio Ranch 2 Annexation

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council will consider an ordinance authorizing the annexation of 36.35 acres of land generally located west of El Mirage Road between Buckeye and Lower Buckeye Roads.

BACKGROUND:

On February 16, 2007, Teresa Evidente of Coe & Van Loo on behalf of Triple G Farms, LLC submitted a request for the annexation of 36.65 acres of land located west of El Mirage Road between Buckeye and Lower Buckeye Roads.

City Council authorized staff to proceed with the annexation process on April 16, 2007 and held a Public Hearing on July 2, 2007. No comments were received.

The property is contiguous to existing city limits on two sides, is currently zoned Rural-43 by Maricopa County and will be designated AG (Agriculture) upon annexation. Following the annexation staff will process an application to rezone the property to PAD (Planned Area Development) for development as part of the Del Rio Ranch Development. The annexation will reduce a county island.

RECOMENDATION:

Staff is recommending that the City Council adopt an ordinance annexing 36.35 acres of land generally located west of El Mirage Road between Buckeye and Lower Buckeye Roads.

ATTACHMENTS:

Click to download

- ORD - 1264-807
- Vicinity map

ORDINANCE NO. 1264-807

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF AVONDALE.

WHEREAS, a petition in writing, accompanied by a map of said real property, having been filed and presented to the Council of the City of Avondale (the "City Council"), signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Avondale (the "City") in the event of annexation within the territory and land hereinafter described (the "Annexation Area") as shown by the last assessment of said property, which said territory is contiguous to the City, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed into the City, and to extend and increase the corporate limits of the City so as to embrace the same; and

WHEREAS, the City Council desires to comply with said petition and extend and increase the corporate limits of the City to include the Annexation Area; and

WHEREAS, said petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the said petition has been signed by any owner of real and personal property in such territory; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), a city shall adopt a zoning classification for the annexation area that permits densities and uses no greater than that permitted by the county immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Rural 43, and the City's Agricultural (AG) zoning classification does not permit densities and uses greater than permitted by Maricopa County's Rural 43 zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

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

SECTION 1. That the Annexation Area, as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed to the City and that the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 2. That the land-use classification for the Annexation Area is hereby designated as Agricultural (AG) under the City of Avondale Zoning Ordinance.

SECTION 3. That the City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

SECTION 4. 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, August 6, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

745020.1

EXHIBIT A
TO
ORDINANCE 1264-807

[Legal description and map of Annexation Area]

See following pages.

February 14, 2007

LEGAL DESCRIPTION FOR
MC85 AND AGUA FRIA RIVER

A portion of that part of Section 14, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, abandoned by the State of Arizona to Maricopa County per Resolution 91-07-A-58 recorded July 26, 1991 at Document No. 91-346573 and formally conveyed by that certain Quit Claim Deed recorded on March 10, 2004 at Document No. 2004-0248283, Maricopa County Recorder, said portion being described as follows:

Commencing at the North Quarter Corner of said Section 14;

Thence South 00 degrees 20 minutes 06 seconds East, a distance of 340 feet along the mid section line to a Maricopa County Department of Transportation (MCDOT) Brass Cap and the Point of Beginning;

Thence North 89 degrees 42 minutes 27 seconds East, a distance of 990.25 feet to a MCDOT Brass Cap;

Thence South 00 degrees 08 minutes 26 seconds East, A distance of 1,021.39 feet to a MCDOT Brass Cap;

Thence North 89 degrees 34 minutes 25 seconds West, a distance of 329.09 feet to a 1/2″ rebar with cap;

Thence South 00 degrees 12 minutes 49 seconds East, a distance of 905.27 feet to a 1/2″ rebar with cap;

Thence North 89 degrees 09 minutes 56 seconds West, a distance of 655.94 feet to a 1/2″ rebar with cap;

Thence North 00 degrees 20 minutes 06 seconds West, a distance of 1,909.63 feet to the Point of Beginning.

Containing 36.655 Acres, Gross, more or less.

This legal description is a transcription of a parcel of land entitled Exhibit "A", Legal Description of Excess Land, as recorded in a Quit Claim Deed, recorded in Document No.2006-0297654, Maricopa County Records, Maricopa County, Arizona. No field work was performed by Coe & Van Loo Consultants, Inc. in the preparation of this legal description.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed 2/14/07
ARIZONA, U.S.A.

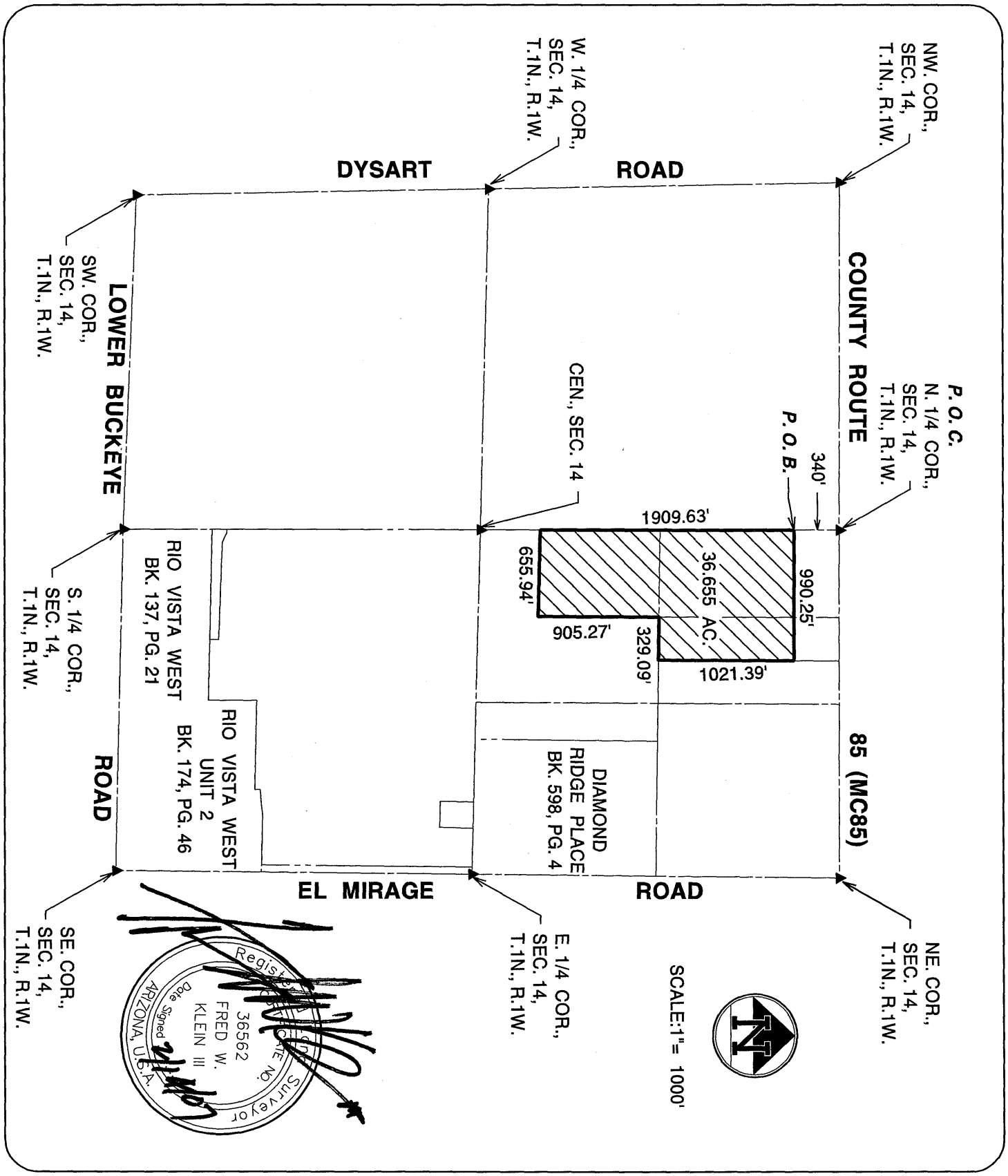
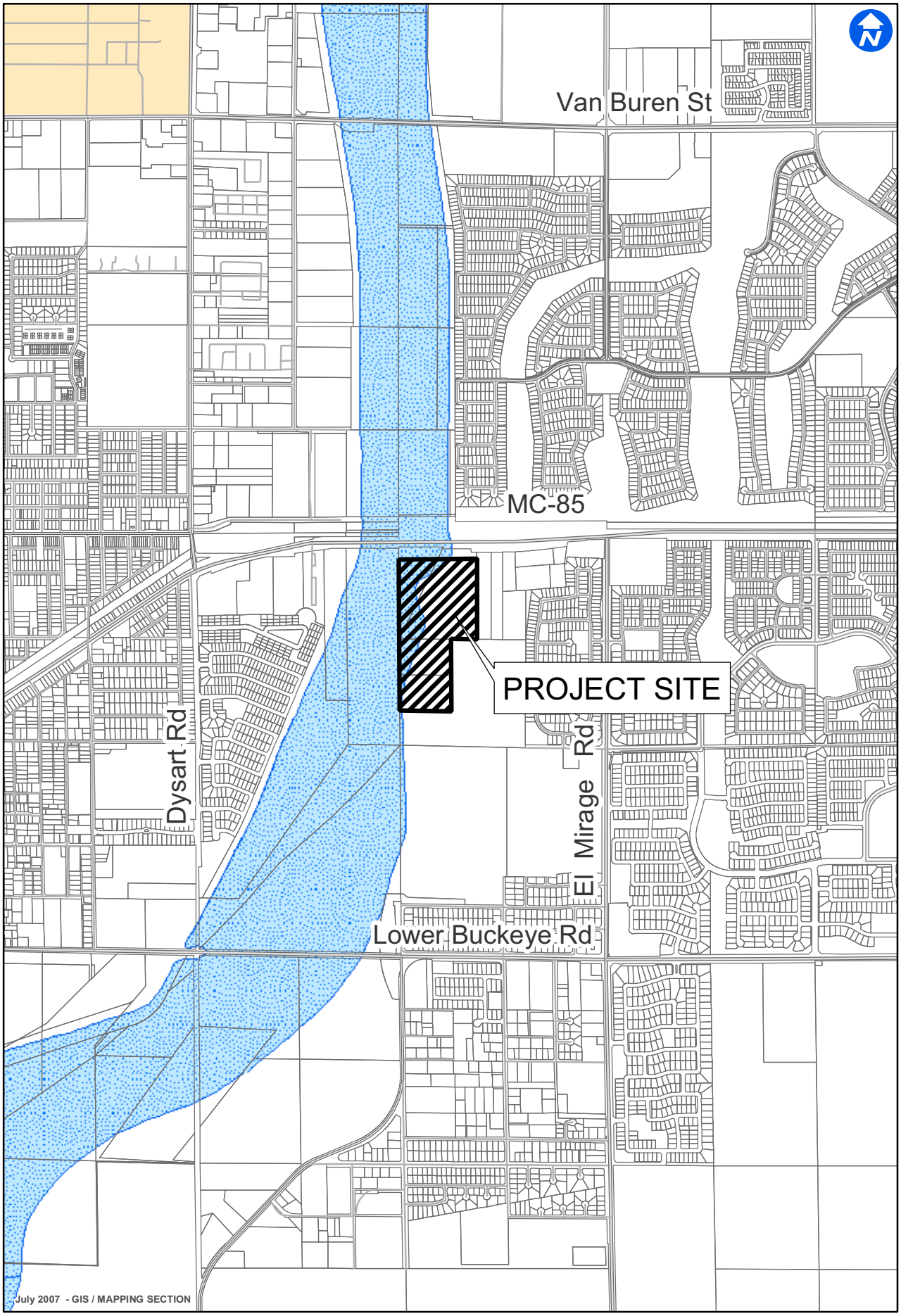


EXHIBIT	MC85 AND AGUA FRIA RIVER	JOB NO
N:\01\0104301\CADD\EHMC85.DGN		030113
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

VICINITY MAP



CITY OF AVONDALE

MC-85 & Agua Fria River

CITY COUNCIL REPORT

SUBJECT:
Professional Consulting Services Agreement with Silicon Valley Advisors, LLC for the completion of a Revitalization Plan for the Old Town Avondale area.

MEETING DATE:
August 6, 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 approve a Professional Services contract with Silicon Valley Advisors, LLC to prepare a Revitalization Plan for the Old Town Avondale area in the amount of $100,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Avondale Economic Development Plan was approved by Mayor and City Council in June 2006. The Avondale Economic Development Plan is a blueprint of the priorities for the economic development of the community. One of the objectives of the Economic Development Plan is to enhance the revitalization of the Old Town Avondale area within its new boundaries. The new boundaries (as defined in the Avondale Economic Development Plan) are Van Buren Street to the north, the Agua Fria River to the east, Lower Buckeye Road to the south and the shared western boundary with the City of Goodyear. Please refer to the attached Old Town Avondale Revitalization Area Map for reference.

DISCUSSION:

The Mayor and City Council have identified the Old Town Avondale Revitalization area as a priority for Economic Development and have budgeted $100,000 within the Economic Development Budget to hire a consultant to prepare a Revitalization Plan for the area. The Old Town Avondale Revitalization Plan will further define the vision for the area's revitalization by developing strategies that will encourage new and re-investment for commercial, employment and residential development. The main focus of the Old Town Avondale Revitalization Plan will be on the development of a viable strategic plan for the commercial corridors along Main Street/Buckeye Road/MC 85, Western Avenue, Van Buren Street, Dysart Road, Central Avenue and the shared boundary with Goodyear to the west. The revitalization of the Old Town Avondale area is a key component of the Avondale Economic Development Plan for the growth and vitality of a sustainable community.

The process to find a qualified consultant or team of consultants to complete this effort included a number of steps:

- Development of a project description and Request for Qualifications (RFQ)
- Advertising the RFQ both locally and nationally
- Establishing an in-house team to review and rate the incoming Statements of Qualification (SOQ's)
- Rate the SOQ's against the project description and RFQ
- Select the top-rated consultant
- Review a presentation by the consultant team on the proposed scope of work and project schedule
- Refine scope of work

After completing the previous steps, reviewing six proposals, then selecting four proposals for presentation interviews, staff found the team led by Silicon Valley Advisors (SVA) to be the best qualified to provide the services outlined for the project. The final project team includes Silicon Valley Advisors (Revitalization Strategies/Stakeholder Engagement), McClure Consulting (Economics/Retail Market Demand) and ASU Stardust Center (Development Research/ Outreach/Advocacy/Design Innovation).

The Old Town Avondale Revitalization Plan by the SVA Project Team will comprise six main phases over nine months including:

1. Analysis of Existing Conditions
2. Vision and Strategic Plan
3. Civic Engagement
4. Plan Development
5. Plan Implementation
6. Public Review and Approval

The proposed scope of work, as shown in Attachment "A", includes a series of tasks that must be completed in order to produce a quality Revitalization Plan. Each phase will further be defined by a series of activities that includes research, meetings, and deliverables. This is intended to be an inclusive effort extending to Elected Officials, community leaders, key stakeholders, residents and senior staff. The Old Town Avondale Revitalization Plan will be a tool for City Council, Planning and Zoning Commission, City staff, existing and prospective businesses and developers, community organizations, citizens and neighborhood groups.

SCHEDULE

Upon Council approval, the Old Town Avondale Revitalization Plan is expected to begin immediately and require approximately nine months for completion. The SVA Project Team/City Project Manager will prepare for and conduct three presentations for the City Council during the course of the project. These meetings will serve to provide information to the Council and receive feedback from the Council and will include an initial presentation during the early stages of the project, a progress update midway through the process and the final plan will be presented to City Council for review and approval in April 2008.

BUDGETARY IMPACT:

Funding for this project which will not exceed $100,000 has been provided for in the FY 07-08 Economic Development Department Budget.

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services contract with Silicon Valley Advisors, LLC to prepare a Revitalization Plan in the amount of $100,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement
- Old Town Area Map

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SILICON VALLEY ADVISORS, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of August 6, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Silicon Valley Advisors, LLC, a California limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ"), 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 the Old Town Avondale Revitalization Plan (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 14, 2008.

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

3. Compensation. The City shall pay Consultant a price not to exceed $100,000.00 for the Services as set forth in Exhibit C.

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:	Silicon Valley Advisors, LLC 945 East Gary Lane Phoenix, Arizona 85042 Facsimile: 602-276-1536 Attn: Manuel J. Sandoval, Principal

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 RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

SILICON VALLEY ADVISORS, LLC, a California 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of Silicon Valley Advisors, LLC, a California limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SILICON VALLEY ADVISORS, LLC

[RFQ]

See following pages.

ED 07-035

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FOR

OLD TOWN AVONDALE REVITALIZATION PLAN

CITY OF AVONDALE

11465 West Civic Center Drive
Avondale, AZ 85323

Release Date: April 10, 2007

Non-Mandatory pre-submittal conference:

Date: April 19, 2007, 1:00 p.m.

Location: Avondale Civic Center, Mesquite Conference Room
11465 W. Civic Center Drive
Avondale, Arizona 85323

Statement of Qualifications must be received no later than:
May 3, 2007, 3:00 P.M. (MST)

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INTRODUCTION

Background

The City of Avondale is seeking qualified consultants to prepare a revitalization plan for the Old Town Avondale and surrounding residential and commercial districts. The City would like to utilize the Old Town Avondale Revitalization Plan as a fundamental policy document that shall guide the growth and development of the City's identified revitalization area. This Plan is intended to be a dynamic document that shall be periodically updated as the values, goals and development of the City change. The Old Town Avondale Revitalization Plan shall be a resourceful tool for City Council, Planning and Zoning Commission, City staff, existing and prospective businesses and developers, citizens and neighborhood groups.

The project shall begin immediately upon selection of a consultant and negotiation of a contract. The tentative date for contract award is June 4, 2007. The desired project completion date is December 17, 2007. Completion includes adoption by the City Council. The final budget of the Revitalization Plan shall not exceed $100,000.00.

The selected Consultant 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 RFQ. If an agreement cannot be reached with the most-qualified proposer, the City may enter into negotiations with the next most qualified proposer.

Study Area

Avondale is a modern city, near the heart of the Phoenix-metropolitan area. The current population is more than 70,000, and is expected to reach 123,000 by the year 2020. The anticipated build-out population is estimated to be 170,000 residents. That rapid growth makes Avondale one of the fastest-growing communities in the valley, and the nation. Over the last decade, housing starts grew more than 700% with a current average home price of $237,000. Household income has steadily increased and is currently estimated at $70,500. In 2006, Money Magazine ranked Avondale as one of the top cities to live in due to its job growth. As with many cities in the Phoenix-metropolitan area, Avondale has an original city-center in need of revitalization.

The study area for the Old Town Avondale Revitalization Plan is approximately 1½ miles wide and approximately two (2) miles long. The area is divided east and west by Central Avenue and north and south by Western Avenue and Main Street also know as MC85 and Buckeye Road (an arterial street that also serves as a major transportation connection from Southwest Valley cities to Phoenix). The boundaries of the designated revitalization area are Van Buren Street on the north, Lower Buckeye Road on the south, the incorporated boundary on the west, and the Agua Fria River on the east.

A large number of the commercial properties within the southern portion of the study area are either underutilized, vacant or the buildings or structures are older, in disrepair and/or

INTRODUCTION (cont.)

dilapidated. This area is where the original commercial businesses and neighborhoods were established. A large number of the residential properties are in need of basic improvements and clean up. Within both the commercial and residential areas there are pockets of reinvestment and new construction occurring.

Neighborhood and Family Services Department

The Neighborhood and Family Services Department was created in 2006 to support and nurture the development of families and the neighborhoods in which they live. The goal of the department is to enhance the quality of life and sense of community experienced by residents and families in Avondale's many neighborhoods. The department includes Code Enforcement, Social Services, Youth Development and Community Development and Housing. Avondale's Community Development Block Grant program and affordable housing initiatives are also coordinated by the department.

City Investments

Recently the City of Avondale invested approximately $1.2 million in landscape and streetscape improvements for Western Avenue in Old Town Avondale, which is envisioned as the heart of the revitalization area. City investment continues along Western Avenue with the recent improvements to a Police Substation, Fire Station #171. Avondale recently purchased property at the southwest corner of 5th and Western Avenues for a new, 15,000 square-foot Old Town Library that includes a redesign and enhancement of the Serna's Plaza that shall serve as a gathering place for residents, visitors and those who work in the area. Serna's Plaza is located between the proposed new, Old Town Avondale Library and the Police Substation. Construction is anticipated to begin in late 2007 and be completed in 2008. It is still yet to be determined what shall happen with the current Old Town Avondale Library branch currently located on Western Avenue west of Central Avenue.

The City of Avondale owns several properties in the area which provides limited opportunities to partner for new development. Many City services that serve area residents are available in the area such as the Senior Center, Community Center, Old Town Library and others.

Community Services and Planned Development

Additional community services are available in this area of Avondale such as the Boys and Girls Club, U.S. Post Office and others. Maricopa Community Colleges is planning a 12,000 square foot Learning Center at the southwest corner of Gould and Central Avenue to provide a location for educational services and programs for the community including Adult Basic Education classes, GED coursed, English Speakers of Other Languages, a computer lab and more. New office and retail developments are planned in the area. Two new neighborhood retail centers recently opened on Van Buren Street. Others are planned along Dysart Road, Central Avenue, Western Avenue, and Main Street. Tres Rios is an office retail development planned at the

INTRODUCTION (cont.)

southeast corner of Dysart and Buckeye Roads. The Old Town Business Center, a planned 12,000 square foot center at the northeast corner of 5th Street and Western Avenue, across the street from the recently approved Old Town Library. The Old Town Business Center recently received its construction permits and is expected to break ground by May 2007. New industrial development is planned along Eliseo Felix Jr. Way and Riley with approximately 200,000 square feet planned to be constructed within the next 2 years. New construction has occurred on Main Street and more is planned. New residential is planned, including Tres Rios Landing and Whyman Haciendas and new homes have been built within the mature neighborhoods. Two elementary schools (Avondale and Lattie Coor), one junior high school (Avondale Junior High) and one high school (Agua Fria) are located within the area. Four community events take place in Old Town Avondale annually, including Old Town Holiday at Serna's Plaza, Fiesta de Avondale at DeConcini Park, Billy Moore Days and Fiesta Patrias parades start on Central Avenue and end at Festival Fields Park. Festival Fields is a new regional park that is located on the south side of Lower Buckeye Road, west of 4th Street adjacent to the new Municipal Operations Center for Avondale.

Please see attached maps for reference to the Study Area, Parks and Schools, City facilities, General Plan and existing Zoning within the area.

This area is also home to a large number of public housing units and more mature residential units than in other parts of the City. The income level demographics for the area tend to be lower than newer areas of the City, though this shall change with the completion of new residential developments that are planned in the area.

Demographic Data

Demographic data source: Claritas for the defined area of the Old Town Avondale Revitalization Area – Van Buren to Lower Buckeye, Agua Fria River to shared western boundary (roughly Litchfield Road)	
Population	
2011 Projection	14,048
2006 Estimate	13,052
2000 Census	12,157
2006 Est. Population by Single Race Classification	**13,052**
White Alone	7,122
Black or African American	500
American Indian	282
Asian/Pacific Islander	79
Some Other Race Alone	4,516
Two or More Races	553
2006 Est. Population Hispanic or Latino by Origin	**13,052**
Not Hispanic or Latino	3,440

INTRODUCTION (cont.)

Hispanic or Latino:	9,611
Mexican	8,266
Puerto Rican	47
Cuban	6
All Other Hispanic or Latino	1,292
2006 Est. Average Age	30.1
2006 Est. Households by Household Income	**3,679**
Income Less than $15,000	757
Income $15,000 - $24,999	588
Income $25,000 - $34,999	636
Income $35,000 - $49,999	704
Income $50,000 - $74,999	700
Income $75,000 - $99,999	188
Income $100,000 - $149,999	60
Income $150,000 - $249,999	28
Income $250,000 - $499,999	17
Income $500,000 and more	1
2006 Est. Average Household Income	**$39,344**
2006 Est. Average Household Size	**3.51**
2006 Est. Family Households by Household Income	**2,763**
Income Less than $15,000	441
Income $15,000 - $24,999	438
Income $25,000 - $34,999	479
Income $35,000 - $49,999	555
Income $50,000 - $74,999	603
Income $75,000 - $99,999	167
Income $100,000 - $149,999	48
Income $150,000 - $249,999	21
Income $250,000 - $499,999	12
Income $500,000 and more	0
2006 Est. Average Family Household Income	**$41,800**

GENERAL TERMS AND CONDITIONS

I. Project Objectives

The Avondale City Council has identified the Old Town Avondale Revitalization Area as one of their priorities of focus in the community. The City Council wishes to further define the vision for the study area to revitalize the area by encouraging new and re-investment for commercial, employment and residential development. The City Council approved the current Economic Development Plan in June 2006. The Economic Plan outlined a blueprint of the priorities for economic development for the next five years. This plan provides the framework for action and identifies specific issues that Avondale and its Economic Development Department shall focus on to realize both short and long-term economic successes within the community. The revitalization of Old Town Avondale and its surrounding area are a vital component of the strategic plan to build a sustainable Avondale.

The main focus of the Old Town Avondale Revitalization Plan shall be to focus on the development of a strategic plan for the commercial corridors along Main Street/Buckeye Road/MC 85, Western Avenue, Van Buren Street, Dysart Road, and Central Avenue and shared boundary with Goodyear to the west. Within the commercial corridors identify potential pedestrian connections to the neighborhoods and within the commercial districts. Identify land transition buffer areas and their potential uses between the commercial and residential areas. Identify sites for urban-style residential and vertically integrated mixed use higher density development opportunities.

A common vision and clear expectations are needed to guide public and private decision-making. This shall also help to facilitate an efficient development review process and allow the City to work in concert with landowners, developers, and future business owners. The final plan adopted by the City Council shall set forth a common vision for the area in text and graphic format. It shall also provide a foundation for land entitlements, future ordinance amendments, additional public investment, and opportunities for public/private investment. The plan shall include the level of detail appropriate for regulation and implementation. The focus shall be on developing a plan that is realistically attainable and sustainable in the future.

II. Project Schedule

The consultant shall have approximately 4 to 5 months to prepare the final draft plan for public review. The public review process shall require an additional 3 to 4 months. The desired completion date for Council approval is December 17, 2007.

III. Responsibilities of the City

- The City shall provide a Project Manager who is a single point of contact for the Consultant.

- City staff shall provide all available records and public documents to the Consultant.
- City staff shall coordinate with the consultant on the use of GIS resources.
- City shall provide a Technical Advisory Committee that meets at least monthly with the consultant to review progress and discuss outstanding issues. This shall include representatives from the City Manager's Office, Development Services, Economic Development, Engineering, Fire, Police, Water Resources, and Finance.
- City staff shall review and comment on all drafts in a timely manner according to the agreed upon schedule.
- City staff shall be responsible for preparing all staff reports and notices for public meetings.
- City staff shall schedule all meeting rooms, open houses, and public meetings.
- City staff shall upload information provided by the consultant onto the City's website.

IV. Selection Process and Schedule

Advertisement:	April 10, 2007
Pre-Submittal Conference:	April 18, 2007, 1:00 p.m. MST
Proposals Due:	May 3, 2007, 3:00 p.m. MST
Oral Discussions	May 21-24, 2007
Selection:	May 25, 2007
Contract Award:	June 4, 2007

Please note – the above schedule is subject to change.

Upon receipt of the Statement of Qualifications ("SOQ"), each submittal shall be reviewed for compliance with the submittal requirements. A Selection Committee shall evaluate each SOQ according to the criteria outlined in this document and select at least three (3), but not more than five (5), finalists that will be invited for oral discussions with the Selection Committee regarding their qualifications. The City shall conduct oral discussions with the selected firms and, based on the discussions, shall create a final list, in order of preference, of the three (3) most qualified firms.

The City shall enter into negotiations with the highest qualified firm from the final list and execute a contract upon completion of negotiation of fees and contract terms. If the City is unsuccessful in negotiating a contract with the best-qualified firm, the City may then negotiate

with the second or third most qualified firm in order of preference until a contract is executed, or the City may decide to terminate the selection process.

V. Pre-Submittal Conference

There shall be a non-mandatory pre-submittal conference for firms/teams interested in providing services at the time and place listed below. Information vital to the understanding of the Project and the selection process shall be discussed.

Time: 1:00 p.m. MST
Date: April 18, 2007
Location: Avondale Civic Center, Mesquite Conference Room
11465 West Civic Center Drive
Avondale, Arizona 85323

VI. Statement of Qualifications

Interested parties must submit one (1) original and six (6) copies of their Statement of Qualifications.

The Contractor shall be selected through a qualifications-based selection process. The SOQ shall be a maximum of twenty-five (25) pages to address the SOQ criteria (excluding resumes, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). The SOQ shall include the following categories of information in the order shown below:

1. One-page cover letter
2. General Information
   a. Include the name, mailing address, e-mail address, telephone number, and fax number for the firm or consultant team. Also provide the name, title, and contact information for the primary contact.
3. Experience and Qualifications of the Firm
   This should provide an overview of the firm and its experience with similar projects.
   a. Proposer shall include a list of the firm's current projects, a brief description of the firm's technological capability, and any other information that is pertinent to the review process.
4. Project Understanding and Approach
   This should summarize the consultant's understanding of the project objectives, the scope of work, and the desired schedule for completion.
   a. Discuss your understanding of this Project. Include major issues your firm/team has identified, and how you intend to address those issues.
   b. Discuss your proposed schedule for meeting the requirements of this Project.

5. Key Personnel Experience
   a. Project Team: This should identify the proposed project team and the role of each team member.
   b. Provide resumes for key personnel listed above. Limit resumes to two pages. (Should be attached as a separate appendix in the SOQ)
6. References
   This should identify similar projects that have been successfully completed. Include a brief description of each project, the completion date, and the name, title, mailing address, e-mail address, and phone number of a related contact. List, at minimum, three business references, with current address and phone numbers.
7. Vendor Information Sheet (may be attached as separate appendix)

Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses.

VII. Selection Process

Points shall be determined by the selection panel members according to the scoring system set forth below.

30	Experience and qualifications of the Project Team
30	Project understanding and approach
20	Relevant experience and prior performance of the Firm.
20	Technical capacity and ability to complete project in a timely and efficient manner.
100	**Total Points**

Failure to comply with the following criteria may be grounds for disqualification and shall be strictly enforced:

- Qualifications must be submitted in a sealed envelope clearly marked on the outside with the Project name: "**Statement of Qualifications – Old Town Avondale Revitalization Plan (ED 07-035)",** and name of firm submitting SOQ. The City is not responsible for the pre-opening of, post opening of, or the failure to open, a SOQ not properly addressed or identified.
- Provide one (1) clearly marked original and six (6) copies **(total 7 submittals)** by **3:00 PM (MST) on May 3, 2007** to: City Clerk's Office, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323.
- Each page side (maximum 8 ½" x 11") with criteria information shall be counted. The minimum allowable font size for the SOQ is 11.

VIII. Additional Information

A. The City shall not be held responsible for any oral instructions. Any changes to the RFQ will be in the form of an addendum, which will be furnished to all registered RFQ holders.

B. The City reserves the right to accept or reject any or all SOQ, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received and to reject all submittals and re-advertise or cancel the Project in its entirety, at its sole discretion.

C. All firms interested in this Project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact on this selection process must be addressed to the authorized representative identified below.

D. Questions pertaining to this RFQ must be submitted **IN WRITING,** by mail**,** facsimile or email to following address by April 23, 2007 at 5:00 P.M. MST, or submitted verbally at the Pre-Submittal Conference as a part of the public forum. Written questions will be read and answered at the Pre-Submittal Conference.

Verbal or telephone inquiries directed to City staff prior to the Pre-Submittal Conference **will not be answered.** Within five (5) business days following the Pre-Submittal Conference, answers to all questions received in writing or verbally during the Pre-Submittal Conference will be mailed, sent via facsimile or emailed to all parties who obtained a RFQ package from the City and legibly provided their mailing address and facsimile numbers to the City. No questions, in any form, will be entertained after five (5) business days following the Pre-Submittal Conference.

To submit written questions, or for further information, please contact:

Claudia Whitehead
11465 West Civic Center Drive
Avondale, AZ 85323-6804
Phone: 623-333-1411
cwhitehead@avondale.org

GENERAL TERMS AND CONDITIONS (cont.)

E. Telegraphic (facsimile) or mailgram proposals shall 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.

F. Late submittals shall not be considered, except as provided by the City Procurement Code. A Contractor submitting a late Proposal shall be so notified.

G. At any time prior to the specified due date and time, a Consultant (or designated representative) may withdraw the Proposal by delivering a written withdrawal to the City Clerk. Facsimile or mailgram Proposal withdrawals shall not be considered. At any time prior to the specified due date and time, a Consultant (or designated representative) may amend the Proposal by delivering a written amendment to the City Clerk. Facsimile or mailgram Proposal amendments shall not be considered.

H. The City shall not reimburse the cost of developing or presenting a submittal. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a concise manner.

I. Any interested party may protest a solicitation issued by the City, or the proposed award, or the award of a city contract. All protests shall 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 shall 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.

SCOPE OF WORK

The following services shall be provided by the selected Consultant. The tasks listed may be reorganized or amended as determined at the time of contract negotiation.

1.0 Visioning:

1.1 Council Work Session – The Consultant shall facilitate a discussion and build consensus on the desired vision for the area during a four (4) to eight (8) hour workshop. This shall require the use of some form of visualization technique (i.e. a visual preference survey, design charette, sketching of key design concepts, prioritization of critical design elements, incorporation of Arizona State University's Design Theater or other appropriate technique).

1.2 Council Work Session - The consultant shall present the draft vision at a follow-up workshop for Council discussion and further direction.

Deliverables: A clear and concise report suitable for marketing purposes that presents the Council's desired vision in an easily understood and graphically enhanced format.

2.0 Data Collection and Analysis

2.1 Base Mapping – The consultant shall coordinate with City staff to develop a base map and data layers using the City's existing GIS maps and aerials.

2.2 Existing Conditions

2.2.1 The Consultant shall collect and analyze information on existing land use and zoning, approved development plans, parcel size, land ownership, existing infrastructure, current property values, and existing traffic volumes.

2.2.2 Consultant shall evaluate current commercial and residential infill incentives available through the City along with the Old Town Avondale Business (OTAB) Zoning Overlay District and the Old Town Avondale design guidelines and make recommendations for enhancements to these programs and plans to encourage new investment and reinvestment in the Old Town Avondale Revitalization Area.

2.2.3 Consultant shall evaluate land uses, development standards, design guidelines, and incentives needed to achieve this vision.

2.3 Existing Policies – The consultant shall need to become familiar with several City documents including the General Plan, the Freeway Corridor Specific Plan, the Transportation Plan, the Economic Development Plan, the Master Drainage Plan, the Water and Sewer Plan, and the five - (5) year Capital Improvement Plan.

2.4 Future Trends and Projections – The Consultant shall analyze population, employment, and traffic projections; real estate and development trends; land absorption rates; and the potential effect of other existing and planned urban centers within the region.

2.5 Future Impact Analysis – Affect of the various land use alternatives on city tax revenues, service demands, traffic generation, population growth, housing availability, future employment, and school enrollment.

Deliverables: Existing Conditions Report and Future Opportunities and Constraints Report transmitted electronically to the City's Project Manager for distribution and review.

Potential Impacts Analysis in memo format transmitted to the City's Project Manager for distribution and review after future land use alternatives have been identified.

3.0 <u>Plan Development</u>

3.1 Goals and Objectives – This element shall translate the desired vision into clear and concise goals and objectives.

3.2 Urban Design – This element shall address the scale, massing, location, and orientation of buildings, as well as the type and location of parking areas, focal points, view corridors, gateways, and public open space.

3.3 Future Land Use – This element shall address the type, intensity, and location of future land uses; mixed-use criteria; and minimum development standards. Three different land use alternatives shall be developed within the context of the overall vision for consideration.

3.4 Site Design Guidelines – This element shall address architectural styles; building design, colors, textures, and materials; landscaping; shade and solar orientation; buffers and screening; visual interest; public art; and pedestrian amenities.

3.5 Circulation – This element shall address vehicle, bicycle, and pedestrian circulation including street locations, classifications, and cross sections; bicycle lanes, pedestrian links, transit stops, and the timing of future improvements.

3.6 Streetscape Design – This element shall address the theme of the streetscape including street trees and landscaping, street furniture, public art, gateway monuments, street banners, transit shelters, and pedestrian amenities.

3.7 Public Infrastructure – This element shall address the location, size, and timing of major water and sewer lines and the responsibility for providing this infrastructure in the future.

3.8 Executive Summary – This shall summarize the key concepts presented for review and approval in a clear and concise manner.

Deliverables: A preliminary draft report for internal review and discussion and a final draft report for discussion during the public review process. These reports shall be transmitted electronically to the City's Project Manager for distribution and review.

4.0 Implementation Strategy

4.1 Land use regulations and guidelines – This shall address the form and content of regulations needed to implement the plan.

4.2 Development Incentives – This shall address the various types of incentives the City can offer to help encourage the desired form of development to occur in a timely manner.

4.3 Public infrastructure improvements – This shall address the priorities for adding public infrastructure to the area and the potential funding mechanisms.

4.4 Marketing – This shall address effective ways the City can market the area to future developers.

5.0 Public Participation

5.1 City Website – provide project scope, schedule, and monthly status reports and opportunity for citizen comments.

5.2 City Open House – The consultant shall prepare display graphics for presentation at an open house to be scheduled and noticed by City staff for the purpose of obtaining public comment.

5.3 One on one interviews with key stakeholders – This includes major property owners, developers, school district representatives, utility companies, real estate brokers and other interested parties. The consultant shall interview up to twenty (20) individuals identified by the City.

SCOPE OF WORK (cont.)

Deliverables: Concise report that outlines the key issues and priorities identified transmitted in electronic format to the City's Project Manager for review and distribution.

6.0 Public Review and Approval Process

6.1 Planning Commission Work Session and Public Hearing – The Consultant shall be required to attend one work session and one public hearing. Staff shall be responsible for all staff reports and public notices.

6.2 City Council Work Session and Public Hearing - The consultant shall be required to attend one work session and one public hearing. Staff shall be responsible for all staff reports and public notices.

Deliverables: Fifteen (15) printed copies of the draft plan and an electronic version transmitted to the City's Project Manager for review and distribution. Copy added to City's website prior to notice of first public hearing.

7.0 Plan Completion

7.1 Finalize Specific Area Plan as adopted by the City Council.

7.2 Transmit Text, graphics, presentations, and electronic files to City.

Deliverables: One copy of a final report incorporating all revisions made during the public review process and reflecting the Council's action. All presentations, data, and final reports shall be transmitted to the City in electronic format on CD. Thirty (30) printed copies of the final document.

VENDOR INFORMATION

By signing this agreement the submitting firm certifies that it has reviewed the administrative information and draft of the 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
SILICON VALLEY ADVISORS, LLC

[The Proposal]

See following pages.

SVA

SILICON VALLEY ADVISORS, LLC - ARIZONA

May 10th, 2007

Ms. Claudia Whitehead
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323-6804

RE: **Statement of Qualifications – Old Town Avondale Revitalization Plan (ED 07-035)**

Dear Ms. Whitehead:

Silicon Valley Advisors LLC **(SVA)** is pleased to submit our firm's qualifications, together with our proposed "Revitalization Team," to prepare Avondale's **Old Town Avondale Revitalization Plan** as envisioned for that historic evolving area and the surrounding residential and commercial neighborhoods. Our principals have a well-established and distinguished history of formulating collaborative and holistic strategies for a myriad of public sector and private development entities.

SVA brings a keen perspective and grasps of the challenges to revitalization - that is, relative to policy, public services, civic engagement, educational impacts, concerns among civic and neighborhood groups, etc - as a result of historic disinvestments, loss of social structures and erosion of once healthy and vibrant neighborhoods. The convergence of well-intentioned pressures for revitalization with demands emanating from demographic, economic and regional growth patterns means revitalization must be firmly aligned with goals reflected in the city's Economic Development Plan.

Clearly, this requires a holistic approach to revitalization. By its nature, this initiative demands a team, ***i.e. multi-disciplinary,*** approach with the highest caliber of expertise and success in crafting market-sensitive and value-driven initiatives that are clearly embedded in thoughtful planning processes, quantifiable economic policies, proven marketing programs, i.e. branding, and sustainable strategies.

SVA is pleased to be joined in this engagement by **Michael Pyatok**, FAIA; **Richard Crystal**, Principal, Crystal and Company; **Joe McClure**, McClure Consulting, LLC, and **Roger Dale**, The Natelson Dale Group, Inc. Each firm has a strong background in civic and stakeholder engagement processes, as well.

SVA has the capacity and enthusiasm to manage this team in formulating this critical revitalization plan with the same caliber of thoughtful and meaningful participation reflected in the City's Economic Development Plan. We look forward to the opportunity to discuss and present our ideas and strategies with the city's selection committee for this important effort.

Sincerely,

Silicon Valley Advisors LLC

Manuel J. Sandoval, Principal
Senior Project Manager

945 E. Gary Lane, Phoenix, AZ 85042 • 602.276.1536 Main • 602.276.1536 Fax • www.siliconvalleyadvisors.com

SVA

SILICON VALLEY ADVISORS, LLC - ARIZONA

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SILICON VALLEY ADVISORS, LLC - ARIZONA

Old Town Avondale Revitalization Plan – General Information

Revitalization Team	Key Team Members	Responsibilities	Telephone No:	Fax No:
General Project Management				
Silicon Valley Advisors LLC	**Manuel J. Sandoval**	**Senior Project Manager**	602-821-7656	602-276-1536
Silicon Valley Advisors LLC 945 E. Gary Lane Phoenix, Arizona 85042	**Revitalization Team Principal Contact Person** Cell: 602-821-7656	❑ Revitalization Strategies ❑ Retail & Brand Marketing ❑ Stakeholder Engagement ❑ Culturally-oriented Retail		
E-mail Address: manuel_svaaz@siliconvalleyadvisors.com				
		Strategic Policy Support	408-999-7355	408- 999-7351
Silicon Valley Advisors LLC 1150 North First Street, Suite 130 San Jose, CA 95112	**Pedro Carrillo** Cell: 408-429-7100	❑ Cultural & Arts initiatives ❑ Education-City Alliances ❑ Strategic Partnerships		
E-mail pete@siliconvalleyadvisors.com				
Architectural Design Strategies		Urban Design Strategies	480-727-5456	480-727-5455
ASU Stardust Center	**Michael Pyatok, FAIA**			
ASU Stardust Center For Affordable Homes and Families 641 E. Van Buren St., Suite A150 Phoenix, AZ 85004-2340	Cell: 510-410-0260	❑ Design Scenarios ❑ Housing Densities ❑ Land Use Intensification ❑ Mixed-Income Housing		
E-Mail: michael.pyatok@asu.edu				
		Affordable Housing	480-727-5453	480-727-5455
ASU Stardust Center 641 E. Van Buren St., Suite A150 Phoenix, AZ 85004-2340	Daniel Glenn, AIA Cell: 480-213-3332	❑ Transit-oriented projects ❑ Mixed-Use and Vertical Integration of sites		
E-Mail: Daniel.glenn@asu.edu				
Fiscal Impacts & Incentives		Economic Incentives	480-998-2790	
Crystal & Company 7146 Via De Alegria Scottsdale, AZ 85258	Richard Crystal	Housing Program Policy		
E-Mail: crystco@qwest.net				
Urban and Land Economics		Fiscal Impact Assessment	602-840-3699	602-324-0807
McClure Consulting, LLC 5112 N. 40th St., Suite 204 Phoenix, AZ 85018	**Joe McClure**	❑ Retail Market Demand ❑ Economic Policies ❑ Regional Economics		
E-Mail: jmcclure@jemcclure.com				
McClure Consulting	Jordan Widmer	GIS Mapping	602-840-3699	602-324-0807
5112 N. 40th St., Suite 204 Phoenix, AZ 85018	Research Associate	❑ Urban Geography ❑ Data Base		
Financial Consulting		Financial Consulting	714-692-9596	714-692-9597
The Natelson Dale Group, Inc 24835 E. La Palma Ave., Suite 1 Yorba Linda, CA 92887	Roger Dale	❑ Market Studies ❑ TOD Analysis ❑ Cluster Based Strategies		
E-Mail: dale@natelsondale.com				

Development Teams Representative Current Projects.

Philosophical Context: A common thread among the experienced and distinct economic, architectural, land planning, revitalization and land use policy consultants that comprise this "Revitalization Team" is this simple belief: to bear fruit, a redevelopment initiative must be grounded in holistic and mission-driven principles that define neighborhood compatibility and long term sustainability through a combination of "market driven" and "value-driven" elements that collectively speak to creating and sustaining a distinct "quality of life" in an area.

A. **Value-Driven Projects and Initiatives.** As an illustration of current efforts, the team offers four (4) distinct projects that best highlight the challenges to neighborhood revitalization and the capacity of our various team members to identify and craft practical responses to both planning, market and social impact considerations that might prohibit an otherwise excellent project from moving forward. Stated differently, the various members of our team have exceptionally strong and proven backgrounds in revitalization studies and formulating the requisite public policies and strategies that support the implementation of recommended solutions.

For instance, as the Managing Principal with Pyatok Architects, Mike Pyatok has lead revitalization studies and crafting design guidelines for an impressive array of local governmental entities throughout the South Bay Area of San Francisco, in major U.S. Cities and in connection with Master Planned Communities in other countries. Along that same line, the economic and financial analysis consulting team of Joe McClure and Roger Dale have on numerous occasions collaborated on some of the valley's most significant mixed-use revitalization projects, i.e. CityScape in Phoenix's "core area," and guided cities and developers on retail repositioning strategies and in weighing the relative merits of regional power centers that directly impact the landscape of a local community.

Within this context, members of our team have moved forward on behalf of our respective clients in creating site design, project development and neighborhood integration strategies that directly speak to the ability of local jurisdictions to either craft and/or support redevelopment projects that face challenges not unlike those evidenced in the Old Town Avondale Revitalization Plan area. Thus, we offer these four (4) examples to illustrate our approach:

1. **Tonatierra – Mixed Use Revitalization.** SVA has forged a strategic, holistic and market-driven project development strategy that will result in development of a One Hundred Room Student Dormitory Project for Native American Students attending both ASU, Phoenix College and other postsecondary educational institutions in the region. Student housing is not self-sufficient, per se; however, our ability to seamlessly integrate the educational, cultural self-determination and public policy interests of representatives from the county's Tribal Communities may result in what's believed to be the first such dormitory of its kind in the nation. This is further strengthened in terms of retail marketing, with establishment of a 25,000 Sq/Ft Indigenous Peoples Cultural and Educational Embassy that will reflect the ceremonial, museum, educational and authentic artistic marketing demands of tribes throughout the Western United States. This innovative and vertically integrated project is gaining financial and political momentum largely because of SVA's ability to craft a holitic and culturally sensitive strategy for its development.

2. **McCormack Baron Salazar – For Sale Townhomes.** Our Client, McCormack Baron Salazar, is the nation's premier for profit developer of affordable housing projects. Over the last 32 years, the firm

has built over 143 projects, including senior housing, rental apartment projects, and for sale mixed-income developments within sixteen different states at a value of well over $ 1 Billion dollars in construction. The illustration shows a proposed 133 unit "for Sale" townhouse project situated in a HUD qualified census tract in south Phoenix. To the north of the site are two historic single-family neighborhoods where 60-year old, ranch homes sell for no less than $500,000. To the east of the site are 82 mobile homes, with an entirely Spanish-speaking clientele who pay the park's out-of-state owner $150 monthly, per space. These units can be bought for $500 down and $100 monthly payments.

SVA conducted a due diligence analysis for our client that included addressing social impacts, crime and public safety, and issues that are not directly development-related, but affect the client's ability to finance, market and sustain the project in a manner consistent with the company's commitment to quality living environments. Our review showed that the "police grid" in which the project site is situated experienced 54% of all robberies, 57% of all theft crime, and 37% of all total crimes within a review area equal to four (4) times its geographic size. Simply put, this translates into "crime happening to them." Hence, the residents in the historic homes and those living in 30-year old trailers were both being victimized by individuals residing outside their larger community. Thus, an HOA would be insufficient to deter crime, nurture sustainability of project quality, etc., and the development response is formulating a "neighborhood wide" crime prevention and reporting system.

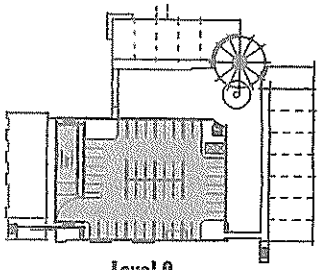
Value-Driven initiatives respond to challenges embedded within older, transitioning communities. This approach insists on integrating projects into neighborhoods beyond the property lines of the actual site. During the site design review processes, one seeks to create linkages and relationships that while not physical improvements per se, are vital to development of "sustainable projects" in areas not otherwise perceived by lenders, new homeowners, and so forth as viable economic and family investments.

B. **Infill Housing and Project Integration.** A critical component of neighborhood revitalization is crafting strategies for urban densification and land use intensification through a process that engages area stakeholders, supports transit-oriented goals, preserves the character of existing residential areas, and generally supports the individual economic development strategies and goals reflected in the City's Economic Development Plan adopted in June 2006. Subject to collaboration and guidance from area stakeholders, revitalization should have within its arsenal the ability to consider "mixed income" projects within areas where the market may clearly be significantly higher, but local industry sectors and business clusters may require such projects to attract new employees. Conversely, older and lower market areas fearing displacement and gentrification, must be made to realize that inherent increases in land values have a collective economic benefit and often outweigh the injection of a more urbanized project.

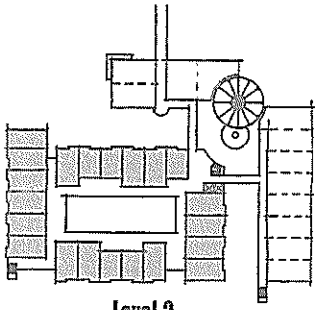
1. **Scottsdale Sky Vista.** ASU Stardust designed and is moving forward with a Community Services of Arizona sponsored project for 136 units, first time homeowner development immediately adjacent to the ASU/Scottsdale Center for New Technology and Innovation currently under construction. These three story townhouses will each have their own 2-car garage and large outdoor patio/deck. Essentially, this project will support the workforce housing needs expected by the City of Scottsdale for workers engaged in supportive roles within the technology market industry cluster.

2. **Rio Salado Heights.** At the other end of the spectrum, ASU designed and the builder has financed 76 townhomes, from $150,000-$200,000, at a density of 20/acre in a project integrating more urbanized uses in traditionally single-story, 40-50 year old residential neighborhoods. Effectively, residents begin to see that a balance of thoughtfully designed projects can improve an area without the traditional patterns of displacing older, usually senior residents within established but transitioning neighborhoods.

TOMATIERRA



Level 2



Level 3

office

mixed use: institutional/office retail

residential

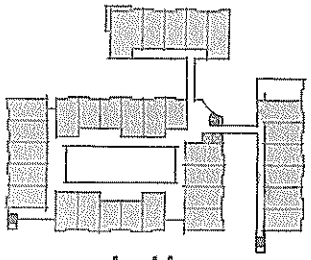
parking

Office: 20,500 s.f.

Retail/Institutional: 19,620 s.f.
Cultural Center/Child Center: 5,240 s.f.
Student Support: 5,500 s.f.

Residential: 76,290 s.f. (85 units)
800 n.s.f. average/unit

92 spaces (ramp)
29 spaces (on grade)



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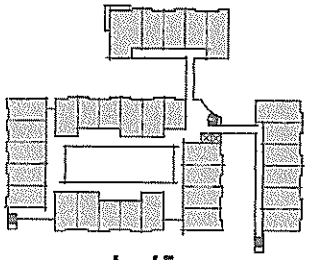

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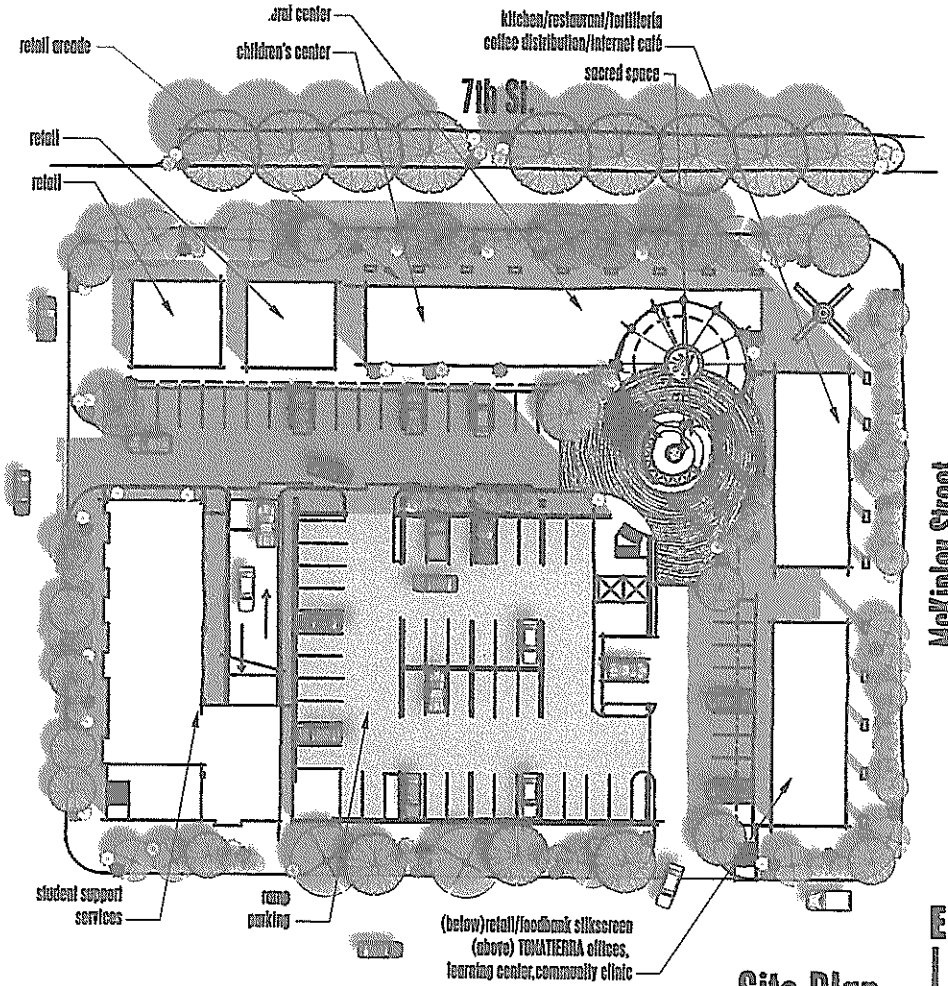
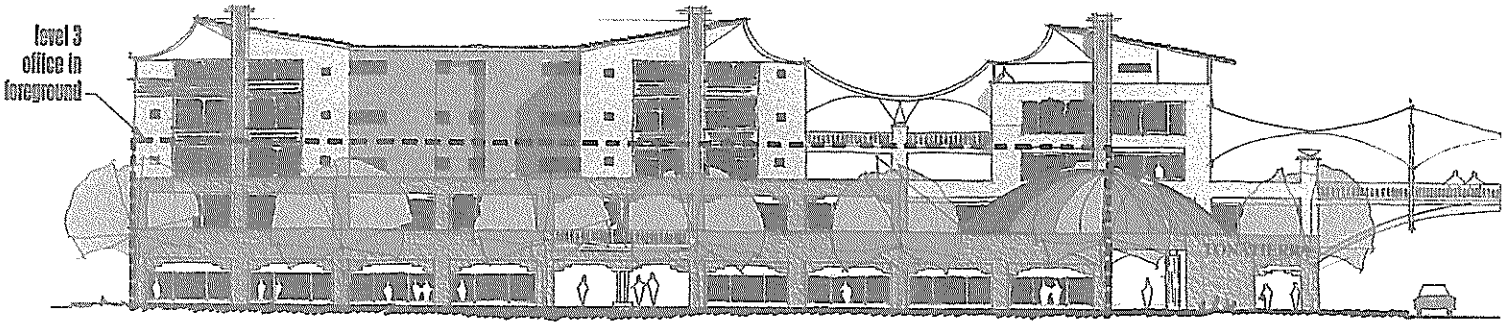
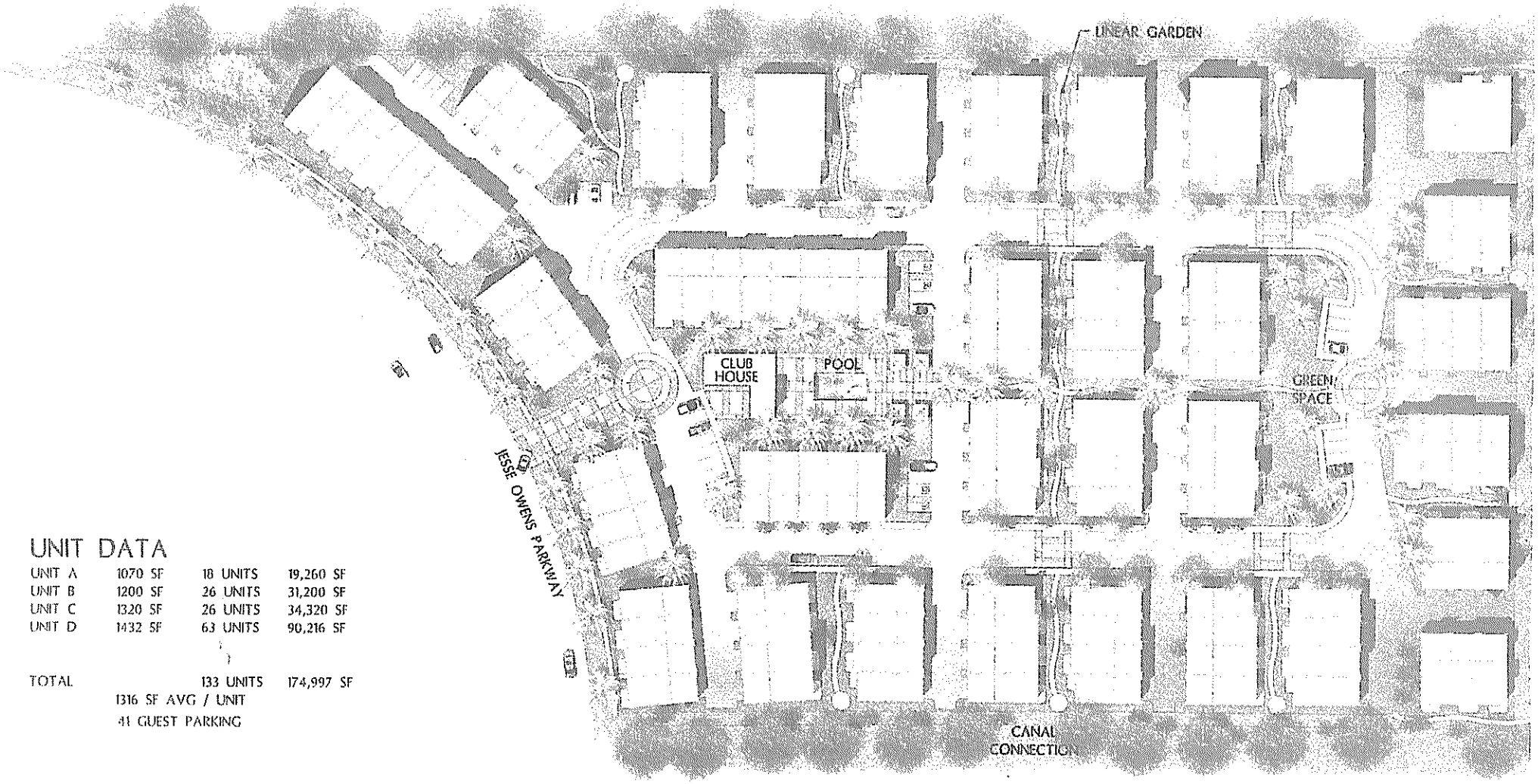


Site Plan



South Site Elevation



UNIT DATA

UNIT A	1070 SF	18 UNITS	19,260 SF
UNIT B	1200 SF	26 UNITS	31,200 SF
UNIT C	1320 SF	26 UNITS	34,320 SF
UNIT D	1432 SF	63 UNITS	90,216 SF
TOTAL		133 UNITS	174,997 SF

1316 SF AVG / UNIT

41 GUEST PARKING

0' 40' 80' 120' 160'

HOUSING AT JESSE OWENS PARKWAY

PHOENIX, AZ

06347

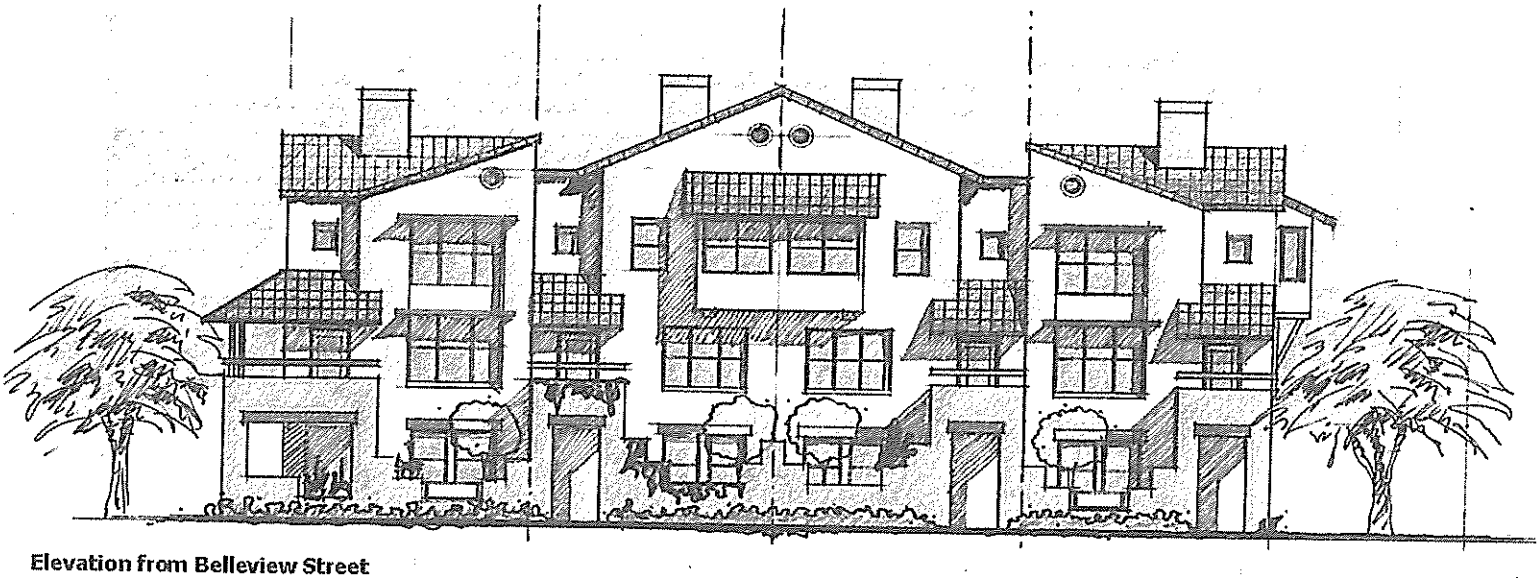
17.AUG.06

The Stardust Center for Affordable Homes and the Family

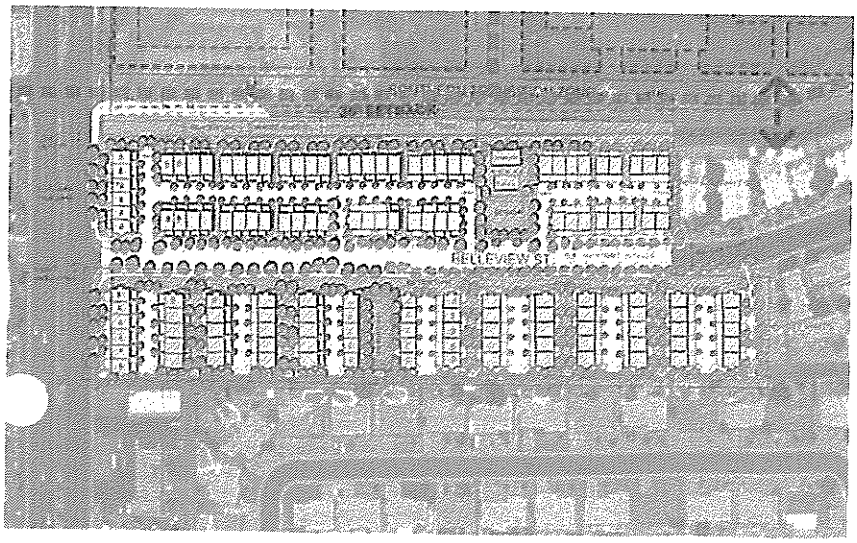
Scottsdale Sky Vista

Located in Scottsdale, immediately adjacent to the ASU / Scottsdale Center for New Technology and Innovation that is currently under construction, this 136 unit, first time home-owner development will help to contribute to the economic development of the area, as well as provide housing for the 1000's of new jobs Scottsdale is estimating that will be created. The three-story townhomes each have their own 2-car garage and large outdoor patio/deck. With three bedrooms and 2.5 baths, the homes have one bedroom with bath on the ground floor, which can be used as a suite for grandparents or a working son or daughter still living at home, or converted to live-work units.

Perspective View



Elevation from Belleview Street



Site Plan

Project Data

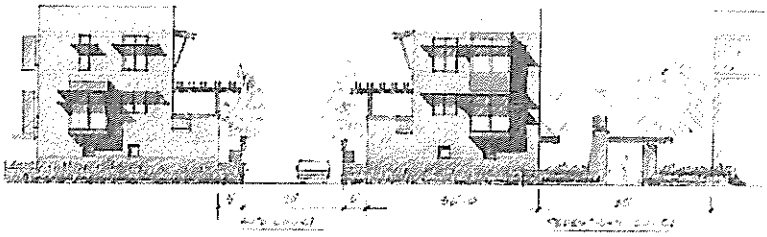
Sky Vista

Developer:	**Community Services of Arizona**
Location:	**Belleview St. Scottsdale**
Type:	**Homeowner Townhouses**
Units:	**136**
Density:	**23 du/acre**

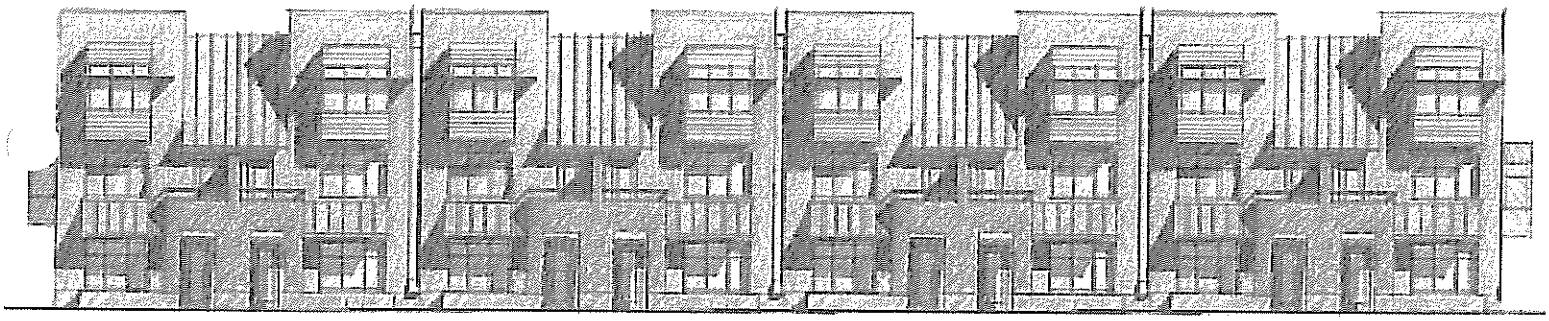
The Stardust Center for Affordable Homes and the Family

Rio Salado Heights

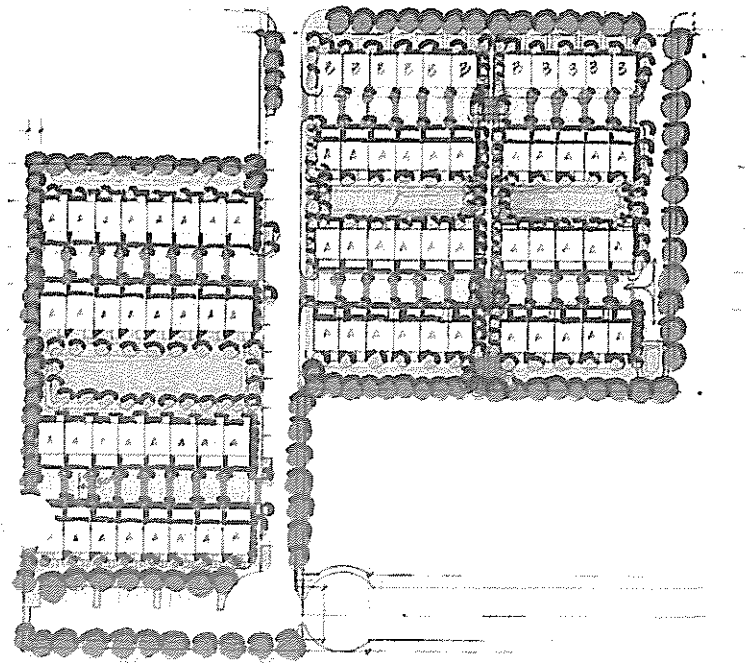
Located in South Phoenix, this first-time homeowner development will contain 76 townhomes, ranging in price between $150-200,000. At a density of 20/acre, this development will represent the first of its type in the area, yet it has received unanimous approval from the South Mountain Planning Village, City Planning Commission and City Council for an up-zoning to make the project feasible. Clustered around intimate pedestrian- and auto-courtyards, the three-story townhomes each have their own 2-car garage and large outdoor patio/deck. With three bedrooms and 2.5 baths, the homes have one of the bedrooms with bath on the ground floor which can be used as a home office, guest suite, of suite for grandparents or a working son or daughter still living at home.



Side Elevations



Front Park Elevation



Site Plan

Project Data

Rio Salado Heights

Developer:	South Downtown Properties
Location:	Elwood Street and Central
Type:	Homeowner Townhouses
Units:	76
Density:	21 du/acre

Technological Capability – Managing Data, Website, and Communications.

SVA proposes to address the general goals and specific technology related tasks envisioned within the Old Town Avondale Revitalization Plan through the combined talents of Mr. Jordan Widmer, Research Associate with McClure Consulting, LLC and Ms. Stephanie Valencia, SVA Office Manager. Ms. Valencia offers extensive experience in Graphics, Web Design, and in creating specific marketing and public education materials in support of stakeholder communication and interaction

Jordan Widmer. Jordan Widmer brings an academic background in geography and economics to his consulting work. Diversity in his academic studies and work experience, including such disciplines as regional economic development, business development, environmental issues, **GIS, urban geography, and spatial analysis**, have given Mr. Widmer a broad perspective on various issues, and the ability to analyze a project through multiple viewpoints. His technology-related research efforts include:

- A **GIS mapping project** for Saskatchewan Industry and Resources, analyzing the contents of land survey files and digitizing particular data into a GIS mapping program.
- Creation of a business development proposal to renovate abandoned warehouse building in downtown Regina into an entertainment complex, offering new economic activity to the downtown area.
- Mr. Widmer has worked on analysis of economic benefits for a major commercial project in Phoenix area, a major mixed-use urban infill project, and a market analysis for the AZ downtown area.
- He has prepared a **major GIS database** for a private development in central California.

Mr. Widmer obtained a B.A. in Geography with a minor in Economics from the University of Regina in Regina, Saskatchewan, Canada.

Stephanie Valencia
Office Manager

Stephanie has been with the Silicon Valley Advisors team since March 2001. As SVA's office manager, she is responsible for the management of operations and administrative functions including Accounting, Payroll, and Contract Management. In addition, she assists in the development of marketing materials and manages the company's website.

Her 14 years of experience include computer sales and marketing, web design, graphics design, administrative support for marketing, research and development, and engineering teams. Prior to joining SVA, Stephanie worked as a marketing representative in IBM Philippines, office manager for the MCI Engineering Team and Web Designer and Marketing Assistant at WTS in San Jose, an electronic testing manufacturer.

Stephanie has a Bachelor's Degree in Economics from the Ateneo de Manila in the Philippines and holds several certificates in Graphics and Web Design and Financial Analysis.

Stephanie may be reached at stephanie@siliconvalleyadvisors.com

Key Development Team Personnel

Silicon Valley Advisors, LLC (SVA) Is a multi-disciplinary firm with extensive experience and broad expertise in all aspects of neighborhood and community revitalization initiatives and diversified real estate development projects. The Principals bring over thirty years experience in various jurisdictional aspects of public policy, including smart growth objectives, master plan strategies, affordable and infill housing strategies and processes. This background is strengthened with private sector expertise in industrial development, retail and commercial projects, and various residential development markets. The two main Principals, Manuel J. Sandoval and Pete Carrillo, will be primarily responsible for this study.

Areas of Responsibility: **Revitalization strategies; retail and brand marketing, stakeholder engagement, strategic partnerships, culturally-oriented retail, cultural and arts initiatives; and eduction and municipal partnerships and strategic alliances.**

McClure Consulting, LLC is a full-service economic consulting organization providing services in market analysis, impact analysis, community and economic development strategic planning, and regional economic analysis. The firm focuses on devising creative, comprehensive solutions to development challenges for both the public and private sectors. Since its inception in 1996, McClure Consulting has served on a number of "consulting pools" for Arizona state agencies including the Department of Commerce, the State Land Department and the Department of Transportation. In the last few years the firm has been involved in major private-development projects including CityScape in downtown Phoenix, regional shopping and auto malls in northwest Phoenix and the Tucson area, and a tourist-oriented urban-entertainment center in Nevada.

Areas of Responsibility: **Fiscal Impact Assessments; Retail Market Demand; Economic and financial risk and benefit assessment; and general economic and revitalization policies.**

The Natelson Dale Group, Inc. (TNDG). The Natelson Dale Group, Inc. (TNDG) is a real estate economic and financial consulting firm established in 1974. The firm provides serves both public and private clients in the following areas:

- Real estate market forecasts and development feasibility studies
- Economic development strategic plans
- Redevelopment and revitalization strategies
- Fiscal impact analyses
- Structuring of public/private development agreements

TNDG has considerable background in the areas of downtown revitalization, mixed-use development and transit-oriented development, and has particular expertise related to retail development. In the past five years alone, the firm has completed retail market studies in more than 40 cities in California and Arizona.

Areas of Responsibility: **Analyssis of financial viability of suggested revitalization policies; regional retail market analysis and likely impact on Avondale revitalization; expansion of racing and tourism markets; and collaboration with McClure Consulting on general strategies.**

ASU Stardust Center
FOR AFFORDABLE HOMES AND THE FAMILY
ARIZONA STATE UNIVERSITY

The Stardust Center for Affordable Homes & the Family

Through research, educational outreach, advocacy and design innovation, the ASU Stardust Center for Affordable Homes and the Family supports organizations, neighborhoods, and professionals in their efforts to improve the growth of quality affordable homes and sustainable communities.

Research

The Center produces and fosters research that acts as a catalyst for debate, action, advocacy, and innovation. The spectrum of research includes:

- *research synthesis briefs* that fuse and translate existing research evidence on critical housing and community development issues
- *visual data* of demographic and spatial conditions affecting housing in Arizona communities
- in-depth assessments of *best practices and case studies* in affordable housing policy, programs, and developments, targeting those in Arizona and those relevant to future application in Arizona
- *applied research, evaluation and outreach projects* that focus on various issues central to understanding how housing, design and community factors positively affect the health and quality of life of residents and the communities they live in

Design Innovation

The Center provides design services that assist in the creation of affordable housing and facilitates community partnerships to advance the development of well-designed and sustainable homes. The Center's design efforts can be used to:

- improve the design quality and environmental sustainability of affordable homes and neighborhoods, creating exceptional examples specific to Arizona's cultural and physical context
- help reform land use policy and housing approval procedures to encourage the production of affordable, sustainable homes and neighborhoods
  help transform the building industry through the introduction of innovative, sustainable technologies
- enhance capacity building amongst the various contributors to the development and management of affordable housing
- inform and improve the efforts of advocates, non-profit housing developers and service providers

Educational Outreach

Through its educational outreach and advocacy efforts, The Center offers community lectures and workshops to housing providers, public officials, and community and neighborhood groups. These lectures and workshops:

- provide housing professionals with a better understanding of their roles in affordable housing production and the knowledge they need to improve not only their products but also the effectiveness of their services
- provide public officials and community members an informed understanding of how affordable housing can be designed and developed to enhance the quality of life in their communities

Principals

Michael Pyatok, FAIA, Executive Director
Daniel Glenn, Associate Director of Design
Sherry Ahrentzen, PhD, Associate Director of Research

Mail Code 7020, Arizona State University
641 E. Van Buren St., Suite A150, Phoenix, AZ 85004-2340
Phone: 480-727-5456 Fax: 480-727-5455
www.asu.edu/stardust

Master Planning and Design Process

Old Town Avondale Revitalization Plan

Workshop Structure. The Team envisions this part of the planning process to encompass about ***six or more*** community workshops. Interpreters using headsets provide assistance to participants for whom English is not a first language. While each workshop will have a different focus of design issues, each will have a similar sequential structure:

1. A brief introduction by Michael Pyatok and Manuel Sandoval explaining the purpose of the evening's workshop and a review of the previous workshop's results. This is followed by:
2. An opening 'educational' session by Pyatok of approximately 10-15 minutes using slides of various case studies to discuss issues that will be addressed in the particular workshop. This is followed by:
3. A 'hands-on' working period of about one-hour during which the community participants will be divided into teams of about ten people. Each team will be provided with modeling kits to help visualize solutions for that workshop' planning and design assignments. This is followed by:
4. A plenary session facilitated by Pyatok, during which each team, using their design models, presents their ideas to each other to reach areas of consensus.
5. The closing ten minutes will be used to summarize the evening's findings and to describe the purpose, time and place of the next workshop.

Workshop Features:

- A facilitator representing the architecture and landscape design firms will accompany each working design team.
- Workshops will be provided with refreshments and will be conducted in a pleasant and fun atmosphere.
- Door prizes will be awarded following each workshop as an incentive and reward for participation.
- Conclusions of all workshops will be summarized in a Community Newsletter, published by the developer and design team to be distributed to the broader community afterward so that those unable to attend are kept informed.

Workshop 1: Team Preparation. Prior to the first workshop, Pyatok Architects will assess technical parameters that will affect the eventual site plan. Given determinants such as police and fire safety, traffic and public works, geo-technical and drainage issues, etc., this research will provide a foundation for workshop discussion so that design preferences expressed by the community or developer can in fact be implemented. SVA will provide retail and mixed-use private sector development issues, challenges, responses and project triggers for project development. A slide show illustrating good examples of recently built new neighborhoods around the country, some by private development and some as HOPE VI projects will be prepared. Pyatok will also prepare the graphic and 3-dimensional props necessary to conduct the

Work shop and assist the city's housing staff and appropriate stakeholders in contacting and convening members of the community who should participate.

Workshop 1: Refinement of Street Organization and Distribution of Housing Types. While the neighborhood's basic street layout has been determined by the city's housing plan, it may well require detail refinement as a result of input from the community participation process. This workshop will include modeling kits allowing the community design teams to explore housing layouts in each parcel examining any design issues specific to each area's development that might effect street organization. The outcome of this workshop will identify refinements where preferred, regarding distribution of housing types and street plan.

Workshop 2: Team Preparation. Pyatok will explore dozens of site plan layouts for all of the development parcels at 1"=20' to help inform the full design team of each site's layout possibilities. This is to be certain that all members of the design team are well informed of each sites positive and negative features prior to facilitating the community's involvement in shaping solutions to each site. Pyatok will prepare the scaled modeling kits necessary to conduct the site planning workshop and advise the city housing staff and other stakeholders on appropriate incentives for convening members of the community. The results of Workshop 1 will be presented in graphic form for affirmation and illustration in a newsletter for distribution to the greater neighborhood.

Workshop 2: Refinement of Development Parcels. Building on the refinements and conclusions gleaned from Workshop 1, community design teams will explore site plan options for each specific development parcel. Modeling kits for this session will include the required units, parking and open space uses expected for each parcel. The outcome of this workshop will be a general consensus about the massing and open space distribution on each development parcel.

Workshop 3: Team Preparation. Pyatok will examine the preferred site plan layouts developed in Workshop 2 and explore the array of unit plans that can be used in addressing those options. Having identified the range of possibilities, Pyatok will prepare modeling kits at 1"=4' to help community design teams decide the basic ingredients of the different unit types and how to arrange them in relation to each other. The results of Workshop 2 will be presented in graphic form for affirmation and illustration in a newsletter for distribution to the greater neighborhood.

Workshop 3: Dwelling Plans. This workshop will take advantage of the community participants as 'focus groups' representing the future residents. This is an ideal opportunity to refine apartment and house plans to reflect the cultural and social needs of future residents of the development. Some households may have three generations, some may need to work out of their homes, some may want to operate home childcare, some may be prefer 'shared living', etc. These subtleties and interests are particularly important in design of the homeowner units to insure their marketability. The outcome of this workshop will be floor plans more attuned to the needs of the future residents.

Workshop 4: Team Preparation. Pyatok will organize photographic examples of good residential architecture in the west Metropolitan Phoenix market area and community. Photographs of architectural residential styles from other neighborhoods of the west valley, including historical and contemporary interpretations of those styles will also be gathered. This material will be assembled as an educational slide show to accompany architectural preference survey packets for use by the community design teams.

Workshop 4: Architectural Styles. This workshop will review options for architectural character that can be used for each of the development parcels. A brief review of the history of domestic architecture in the west valley will be followed by each community design team reviewing images of different styles and expressing their preferences as they are applied to the massing that was developed for each neighborhood area explored during Workshop 2.

Workshop 5: Team Preparation. Pyatok will refine the basic design concepts for each site, including massing, preliminary elevations, diagrammatic building floor plans and unit plans. This will include preparation of eye-level street perspectives of each site and a general massing model of the new neighborhood.

Workshop 5: Summary Review of Neighborhood Plan and conceptual development scenarios. In this workshop Pyatok and Manuel J. Sandoval will review the conceptual designs for each development parcel and for the overall layout of the community. Community input will be gathered for any final refinements or changes to the development parcels.

Workshop 6: Team Preparation. Pyatok will prepare necessary materials to focus participant's attention on streetscape and park design issues. Photographs will be gathered to provide examples of street improvements, species of street trees and planting, street furniture and lighting, front fence design, pavement materials and patterns, street parking strategies, park edge conditions and related security concerns.

Workshop 6: Steetscape and Park Design. In this workshop, Pyatok will review with the community the various options for addressing streetscape and park design with an eye toward security, general appearance and on-going methods for community involvement in upkeep and surveillance of the public realm.

Follow Up Committee. Pyatok Architects will assist the client in forming an ongoing design advisory committee representing the community. This committee will meet monthly with the design team and developers for project status updates and solicitation of advice and direction regarding urban design and architectural refinements.

PROJECTS OF SIMILAR SCOPE AND TEAM MEMBER REFERENCES.

A. Retail Revitalization. SVA has managed land use, stakeholder engagement and negotiations, mixed-use retail and culturally-sensitive commercial and destination retail, *i.e. performing arts,* projects and strategic initiatives within two significant market trade areas that reflect similar demographic, public safety and crime, deteriorated housing and abandoned buildings, erosion of social structures and challenges to revitalization as are reflected in the Old Town Avondale Revitalization Plan study area.

1. **San Jose Mexican Heritage Plaza.** This multi-faceted and community-driven performing arts initiative served as an economic catalyst and destination retail driver for an older, predominately Spanish-speaking neighborhood market area where disinvestments had historically made area revitalization problematic. SVA Principal and founder, Pete Carrillo, served as the first President and CEO and helped galvanize activists, churches, community stakeholders, civic, business and political leaders, and forged a strategy for crafting a vision, strategic plan and working collaboration to bring the project to fruition.

References: The key collaborator in civic and political support was then Vice-Mayor Blanca Alvarado, whose working class Council District included a diverse population that included 54% Spanish-speaking residents. Santa Clara County Supervisor Blanca Alvarado, District 2; County Government Center, Tenth Floor, East Wing; 70 West Hedding St., San Jose, CA 95110; tele: 408-299-5020; fax: 408-295-8642

2. **Story & King Road Revitalization.** This neighborhood area represented the most high profile and negatively branded retail market area within the entire East San Jose community. For decades, it suffered from absentee owners and retail slumlords that passively allowed discount shop owners to take advantage of largely Asian and Latino residents. Through a competitive process, SVA helped Blake Hunt Ventures secure development rights to the dilapidated center, assisted with land use entitlements, stakeholder support, and formulating a private-public revitalization project wherein Blake Hunt Venture's $34.5 Million was leveraged with $39 million dollars of City of San Jose Redevelopment resources.

References: Working collaboratively with Council member Nora Campos, City of San Jose, 200 E. Santa Clara Street, San Jose, CA 95113, 408-535-4905; and Jerry Hunt: Blake Hunt Ventures, 411 Hartz Ave., Suite 200, Danville, CA 945426; tele: 925-314-2700; fax: 925-314-2701; SVA was able to bring this project to fruition.

B. Mixed-Use Strategies. The Stardust Center for Affordable Homes and Families engages in projects wherein the caliber of site design, construction, and keen attention to personal and common area amenities helps create an effective balance between affordability and sustainability with respect to quality living environment for Arizona's families. The center often relies on participatory and collaborative site and architectural design process to help instill pride and a sense of self-determination among residents.

1. **Mesa Main Street.** The Center is designing a new transit-oriented, mixed-income, mixed-use development on West Main Street in Mesa for West Mesa Community Development Corporation on five (5) acres situated near a proposed 2008 light rail station. The 250-unit project envisions affordable, sustainable housing for families, senior, young urban professionals with retail support services. This project evolved in a series of interactive design workshops with local residents designing the new neighborhood utilizing a "kit-of-parts." We propose a similar community engagement process with respect to the Old Town Avondale Revitalization Plan study and initiative.

References: The City of Mesa's Office of Economic Development can be reached at 20 E. Marin Street, #200, Mesa, Arizona 85201, telephone: 480-644-2398.

2. **Capital Mall Workforce Housing Feasibility Study.** Workforce housing is increasingly a major public policy and economic infrastructure concern given the region's unprecedented growth in recent years. The Downtown Phoenix CDC retained the Stardust Center to explore a creative and integrated mixed-use strategy that effectively would replace existing parking lots for state office buildings with a new housing community and structured parking garages. This initiative would have replaced 630 state-office parking spaces and provided parking for 470 new residential units, at 80 DA/Acre, while still transitioning into the single family residential area.

References: Mr. Dan Klocke, Downtown Phoenix Partnership CDC Director, can be reached at 602-254-8696 and by fax at 602-254-8788.

C. Urban Economics. The principals of **McClure Consulting, LLC** and **The Natelson Dale Group, Inc.** (TNDG) have successfully collaborated on several projects with economic, fiscal and market analysis considerations of the same scope and nature as those reflected in the Old Town Revitalization Plan. The following two projects pose the same substantive market analysis, fiscal and economic benefits issues and work tasks as are contemplated for review by the revitalization team pursuant to this proposal.

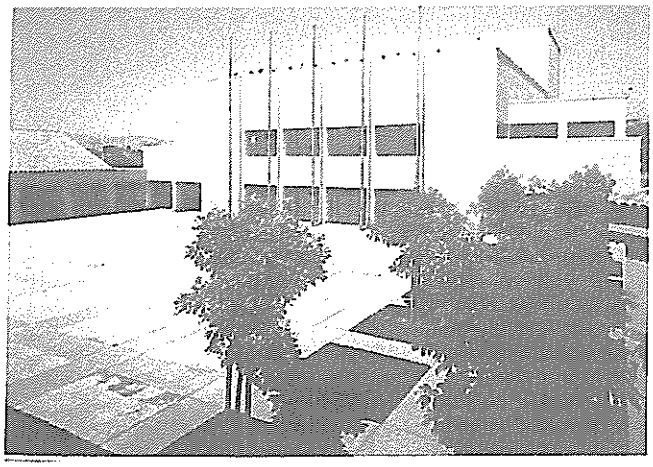
1. **Project Market Feasibility and Estimates of Tourism Purchases, for 1.3 Million Square Foot Destination Shopping Center, for City of Sparks, Nevada (2005-2006).** McClure Consulting analyzed comparable markets for this type of facility throughout the U.S., prepared models of sales projections and impacts on local businesses, and used supply/demand models prepared by The Natelson Dale Group to assess local and analog market areas. Study also included an in-depth assessment of tourist shopping at big-box stores.

References: Project was directed by Joe McClure, who also served as principal investigator, and Roger Dale of TNDG produced the model output described. Contact: Armando Ornelas, Redevelopment Manager, City of Sparks, Nevada. Phone (775) 353-1644. Alternate: Shaun Carey, City Manager, (775) 353-2310.

2. **Market Assessment and Benefits Analysis for CityScape, a Downtown Phoenix Destination Retail Center (2006).** McClure Consulting defined and analyzed unique market segments, and market areas, for the rapidly changing Downtown Core Area, in cooperation with retail specialists. Documented a range of project-related fiscal and economic benefits, based on project configuration and key city-partnering aspects of the project.

References. Project was directed by Joe McClure, who also served as principal investigator. Contact: John Bacon, APR, RED Development, LLC, Scottsdale. Phone: (480) 556-7751. Alternate: Steve Backman, RED Development, (480) 947-7772.

SVA
silicon valley advisors, LLC



Mexican Heritage Plaza

SAN JOSE, CA

As President of the Mexican Heritage Corporation, SVA Principal Pete Carrillo spearheaded the overall site design and project development effort, including a $33.2 million capital fundraising strategy, to create one of the most significant and multi-faceted cultural arts and neighbhrood revitalization facilities of its kind in the United States. Built in one of the oldest areas of East San Jose's Latino community, this project served as an economic catalyst for neighborhood rebirth and as an economic driver for private investment.

Project Description:

The Mexican Heritage Plaza project was conceived by The Mexican Heritage Corporation in 1987 as a cultural center and showcased for the Mexican-American community in San Jose. The Plaza serves as a forum for creativity and exchange of ideas, a center for commerce, and a celebration of San Jose's cultural roots. It is the largest facility of its kind in the United States; the Plaza is an anchor for East San Jose's revitalization.

Location:

1700 Alum Rock Avenue

Benefit:

The project integrates the arts into the core of East San Jose, extending San Jose Redevelopment Agency's program of cultural investment that has successfully revitalized the City's Downtown. In addition to strengthening the community, the Plaza enhances the Alum Rock Business District and the surrounding community.

Total Costs:

$ 33.2 million:
$ 30.2 million from San Jose Redevelopment Agency
$ 3 million from Mexican Heritage Corporation

Features:

This 6.2-acre community and cultural resource includes:

- 500-seat state-of-the-art performing arts theater for local and touring productions
- 350-capacity multipurpose pavilion ad joint to gardens
- 4,000 square-foot gallery hosting traveling exhibitions and presenting work of resident visual arts organizations and their students
- 3 active gardens including promenades, pools, and vegetation indigenous to Northern California, Mexico, and Central and South America
- Central plaza, reflecting design of traditional Mexican communal courtyards, for public performances, ceremonies, and celebrations, office space, classrooms and rehearsal facilities for resident arts organizations
- 10,000 square-feet of retail space on Alum Rock Avenue

Project Team:

Developer: San Jose Redevelopment Agency
Architect: Del Campo & Maru - San Francisco, CA.
Contractor: S.J. Amoroso Construction Co., Inc.
Owner: City of San Jose

Dates:

Groundbreaking: December 1997
Completion: September 1999

SVA
silicon valley advisors, LLC

Story & King Revitalization Project

SAN JOSE, CA

Silicon Valley Advisors LLC assisted Blake Hunt Ventures with the approval of the sale, disposition and development of the southeast corner of Story and King Roads as neighborhood retail projects. SVA was liaison between key community leaders and BHV to achieve the goals of the development team. SVA assisted in securing commitment and support from merchants.

Project Description:

The proposed project calls for a new shopping center on the southeast corner of Story and King Roads. The center will consist of approximately 194,724 square feet of new construction and an upgrade of one small building (3,224 sf.). The Project includes covenants for maintenance, security and property management for the entire project. The Project achieves recommendations of the Story and King Intersection Revitalization Strategy.

Location:

Southeast Corner of Story and King Roads

Benefit:

The project is intended to upgrade the physical and social environments at the intersection through new construction, incorporating existing tenants Walgreen's and Ritmo Latino and recruiting new retail tenants with a greater diversity of goods and services, and providing professional retail management practices.

Total Costs:

Total Costs:

$ 73.5 million Total project budget:

$ 39 million San Jose Redevelopment Agency

$ 34.5 million Blake Hunt Ventures

Features:

This 26-acre neighborhood shopping district features:

- a large general merchandise store: Target
- small shop and restaurant spaces
- plaza areas with opportunities for outdoor dining
- comprehensively designed circulation for pedestrian and motorists that connects to adjacent properties and streets

Project Team:

Architect: SGPA

Contractor: San Jose Construction

Owner: BHV San Jose, LLC, upon developer's purchase of property, first quarter 2004

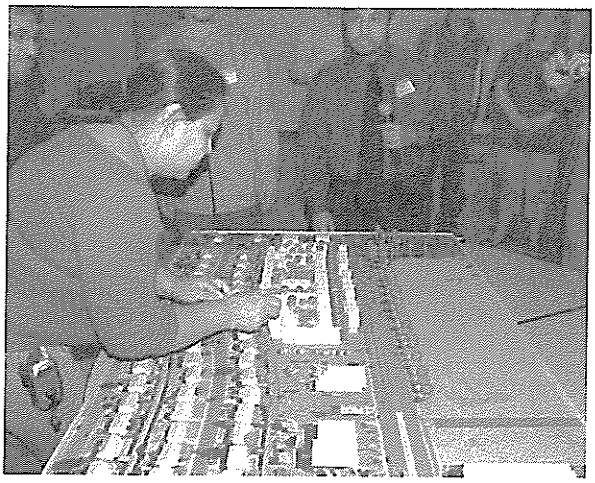
Dates:

Groundbreaking: November 2004

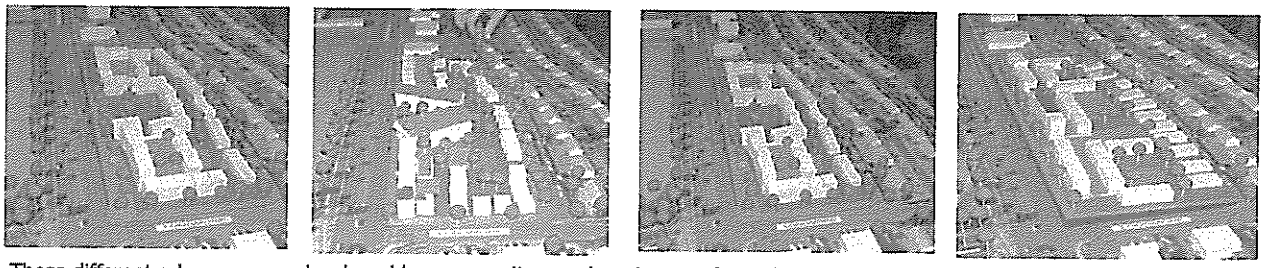
Completion: Third Quarter 2005

Mesa Main Street

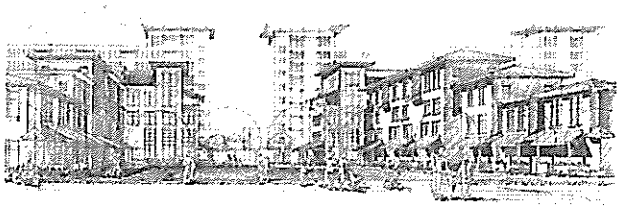
The Center is designing a new transit-oriented, mixed-income, mixed-use development on West Main Street in Mesa for West Mesa Community Development Corporation on a five acre parcel one block from the terminus for the new light rail system scheduled for completion in 2008. The 250-unit project will provide affordable, sustainable housing for families, seniors, young urban professionals and empty nesters as well as new retail and services. The concept design for the project was developed in a series of interactive design workshops with community members designing the new neighborhood utilizing a "kit-of-parts". The scheme steps down from West Main Street into the single-story neighborhood to the north, reducing the impact of the newly introduced higher density development. A neighborhood park is the centerpiece of the project, linked to both West Main Street and the adjacent neighborhood.



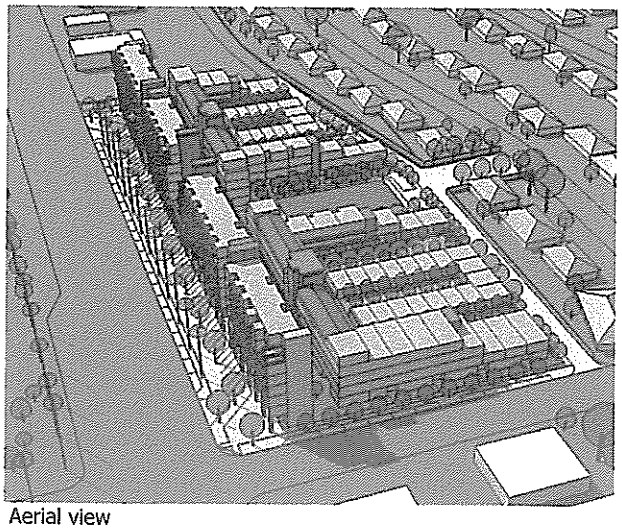
Mesa resident explaining their design scheme



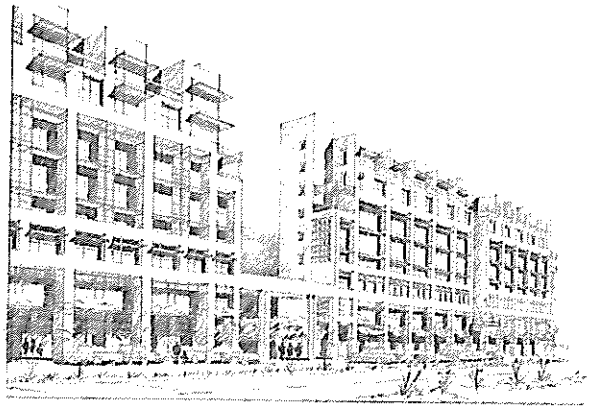
These different schemes were developed by community members in one of two design workshops.



View of neighborhood park



Aerial view



View along West Main Street

Project Data

Mesa Main Street

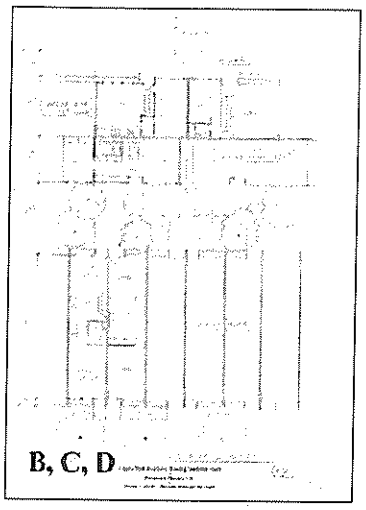
Developer:	West Mesa Development Corporation
Location:	Main and Longmore Street
Development Type:	Mixed-use seniors, family and lofts
Units:	250
Density:	55 DU/Acre

Capitol Mall Workforce Housing Feasibility Study

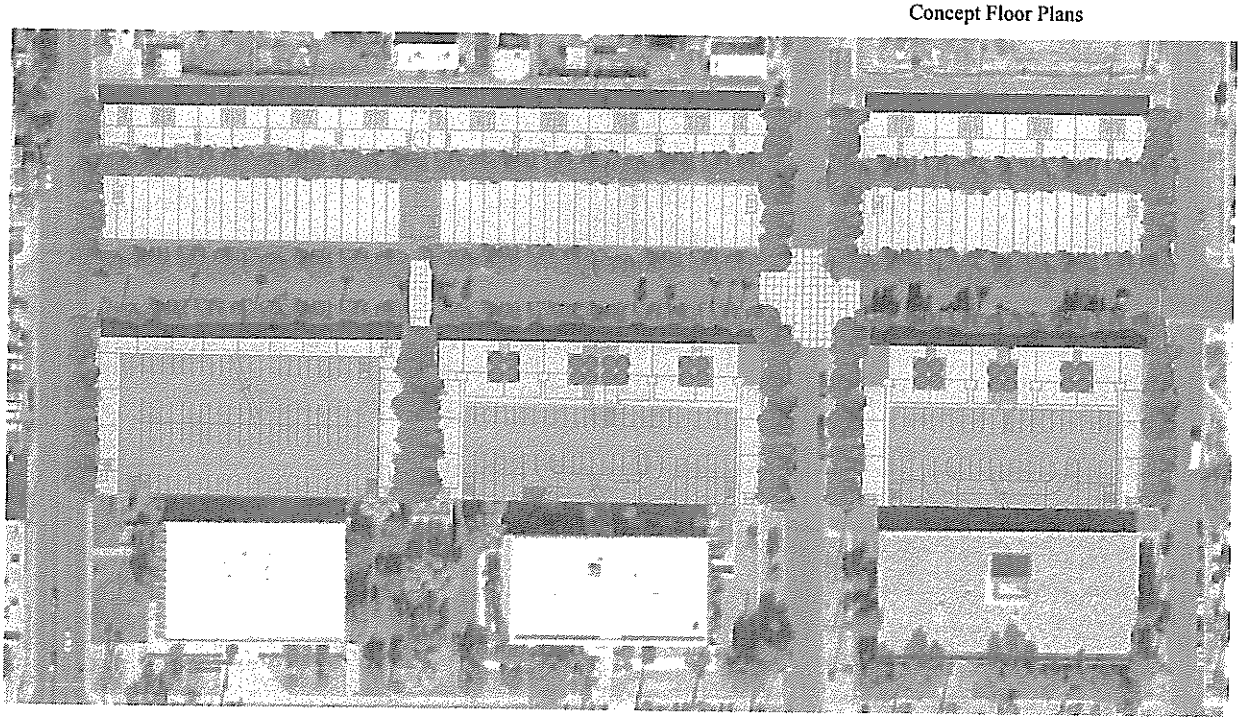
This project replaces existing parking lots for state office buildings with a new housing community and structured parking garages to replace the surface parking lots.

The design creates three large new parking garages both to replace the existing 630 State-office parking spaces and provide parking for 470 new residential units.

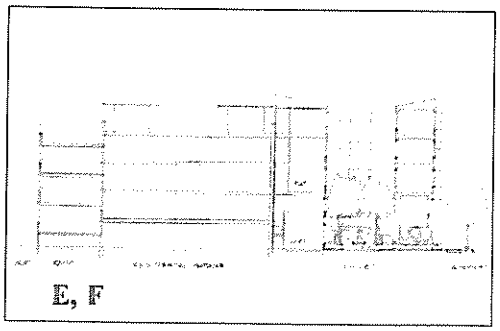
The parking garages are faced with housing on all sides, so that they are not visible from the street, creating a pedestrian-friendly neighborhood. In addition, the project is designed to step down from the 5-story parking/ housing complexes to three and two story townhomes to transition from the State office buildings into the adjacent neighborhood of single-family homes.



Concept Floor Plans



Concept Site Plan



Concept Block Section

Project Data

Capitol Mall Workforce Housing Feasibility Study

Developer: Downtown Phoenix CDC

Location: Capitol Mall area state-owned parking lots

Development Type: New Construction, Mixed-Use, apartments and houses.

Units: 470

Density: 80 DU/Acre

SILICON VALLEY ADVISORS, LLC

TEAM PROFILE

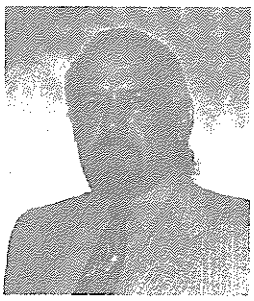
Pete Carrillo
Principal and Founder

In early 2000, Mr. Carrillo was a founding partner of Silicon Valley Advisors, a San Jose-based multi-disciplinary firm providing strategic land use, neighborhood revitalization, downtown redevelopment, mixed-use development, public policy and governmental relations consulting services to a myriad of diversified real estate development firms, major land owners, corporate entities and local municipalities.

While the firm remains headquartered in San Jose, CA, it's expanded its services with regional offices in Phoenix, AZ and Sacramento, CA. In 2005, recognizing that economic growth and public policy issues often overlap, Mr. Carrillo became Founder and Senior Partner of Legislative Leadership Group, LLC, providing a full range of legislative and strategic planning services for a diverse base of clients.

In 1984, Mr. Carrillo began his public policy career as Chief Policy Advisor to former San Jose Vice-Mayor and current Santa Clara County Supervisor Blanca Alvarado. In 1992, Mr. Carrillo became the Founding President and CEO of the Mexican Heritage Corporation where he successfully spearheaded a $35 million capital campaign to build the Mexican Heritage Plaza, a nationally recognized arts and culture center. He has served on two major master planning committees for the City of San Jose related to housing, commercial and retail development.

In 1994, Mr. Carrillo won election to the Santa Clara County Open Space Authority and later served on the Governing Board of the West Valley–Mission Community College District. He is a graduate of the University of San Francisco with a B.A. in Public Administration. Pete may be reached at pete@siliconvalleyadvisors.com.



Manuel J. Sandoval
Principal
Land Development - Arizona

A native of Central Arizona, Mr. Sandoval's experience in urban revitalization, quality growth and land use policies, community engagement initiatives, mixed-use and infill development strategies, and formulation of holistic and collaborative public-private partnerships relative to neighborhood redevelopment goals is extensive and well established. In 1978, the San Jose City Council appointed him to serve on its Planning Commission, becoming he first member of Latino descent to serve in that capacity in nearly 100 years. As the Chair of the Commission, he played in pivotal role in helping forge neighborhood revitalization policies, design guidelines, smart growth policies, level of service policies, and public participation processes during the greatest period of economic growth in Silicon Valley.

Mr. Sandoval is well versed in public policies and programs related to transit, capital improvement and infrastructure programs. He served as a staff advisor for urban policy to then Congressman and recently retired Transportation Secretary Norman V. Mineta. He was asked to serve as the City of San Jose representative on the Santa Clara County Transportation Commission during development of the region's multi-modal transportation program and San Jose's Light Rail System.

Mr. Sandoval has served as a major policy advisor to various County Supervisors and City Council members and crafted critical updates to General Plan policies, revitalization goals, zoning and growth policies. From 1983-1990, Manuel served as a principal Land Use Consultant to Citation Homes, Summerhill Development, ROEM Development, Cristina-Hall Investments, and Lincoln Property Company, among others. He may be reached at manuel_svaaz@siliconvalleyadvisors.com

Michael Pyatok, FAIA
Summary Bio

-- Principal, Pyatok Architects, Inc.
1611 telegraph Avenue, Oakland, CA 94612
2505 Third Avenue, Seattle, WA 98121

-- Director, Stardust center for Affordable Homes and The Family, Arizona State University

-- Professor, University of Washington, Department of Architecture

-- Internet Addresses: mpyatok@pyatok.com; Website: www.pyatok.com

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-- Honors graduate of Harvard University's (67) and Pratt Institute's Schools of Architecture

-- Architect and professor of architectural design for 37 years

-- His practice serves non-profit organizations and private developers in building market-rate and affordable housing, mixed-use developments and community facilities

-- Since opening his office in 1984, he has designed over 20,000 units of affordable housing for lower-income households in the US and another 5000 in the Philippines, and more recently in Malaysia.

-- won over 100 local and national design awards for his housing designs.

-- helped start two non-profit housing corporations and sat on the board of one for ten years as it produced over 700 units of housing in Oakland, California.

-- a Fulbright Scholar in Helsinki, Finland where he researched the housing policies of Scandinavia.

-- Harvard University appointed him a Loeb Fellow in 1983 where he used the resources of the Business School and the Kennedy School for Public Policy to explore strategies for affordable housing in this age of shrinking public involvement.

-- In 1995 he was elected to the College of Fellows of the AIA in recognition of his contribution to neighborhood planning and the design of affordable housing.

-- In 1996 he was funded by the national AIA and the NEA to co-author the book ***Good Neighbors: Affordable Family Housing*** about design issues related to neighborhood planning and affordable housing

-- In 2001, Harvard University appointed him its Buchsbaum Professor of Affordable Housing.

-- In 2002, he was featured on the cover of ***Professional Builder Magazine*** as one of the "Thought Leaders" of the development industry

-- In 2001 ***Residential Architect Magazine*** featured him on its cover as the "Architect-of-the-Year" in recognition of the quality design he has brought to the affordable housing sector.

-- He has published articles about affordable housing, urban design and community participation in the US, Europe, Latin America, Southeast Asia and Japan

Daniel J. Glenn; AIA,
Design Director, Stardust Center For Affordable Homes and Families

Associate Director of Design, Daniel Glenn is a graduate of the MIT School of Architecture's Design and Housing Program with twenty years of experience in the design of affordable, sustainable housing in urban and rural communities across the United States, including master planning a dozen HOPE VI Urban Revitalization Demonstration projects, including in Boston, Indianapolis, Houston, and New York City. He has focused his practice on community-based projects for diverse cultures. Since 1998, he has been principal of his consulting firm, Glenn & Glenn Design Associates and he has taught architecture and urban design at several universities including Arizona State University and the University of Washington. He directs the Center's design projects, including developing and implementing its Affordable + Sustainable Design/Build Program which has received national recognition, including airing on NPR's Living on Earth program and Univision. His design work for the Crow Nation in his native state of Montana was recently featured in the 2006 documentary film, *Aboriginal Architecture Living Architecture*.

Education and Academic Experience

- Bachelors of Architecture from Montana State University, 1986
- Masters of Science; Design and Housing Program - Massachusetts Institute of Technology, 1989
- Mr. Glenn has taught architectural design at ASU; University of Wash.; Seattle; Montana State University; Boston Architectural Center; and School of Planning and Architecture in New Delhi, India

Selected Academic and Professional Honors

- Appointed Design Director of the ASU Stardust Center for Affordable Homes & the Family, 2005
  Featured in the documentary *Aboriginal Architecture Living Architecture* aired nationally on PBS, 2006
- Association of Collegiate Schools of Architecture Collaborative Practice Award 2003
- Association of Collegiate Schools of Architecture Robert Taylor Award, 2003
- Distinguished Service Award Little Big Horn College, Campus Planning, 2000.
- Featured Project Congress for the New Urbanism Annual Conference, 1999.
- Boston Society of Architects Housing Design Award, 1998.
- Featured Project *Mayor's Institute on City Design, Harvard GSD,* 1997.

Master Planning and Affordable Housing Initiatives.

Allen Parkway Village - HOPE VI, Houston, TX
Project Architect/Urban Designer, Tise, Hurwitz & Diamond/Rey de la Reza URD Team
Lead designer for $61 million new construction of 260 affordable housing units, rehabilitation of 240 existing units, new infrastructure, streets, parking and open space systems, and 30,000 sf Neighborhood Resource Center. Construction completed in 2000.

Concord Village and Eagle Creek - HOPE VI, Indianapolis, IN
Project Architect/Urban Designer/Project Manager, Tise, Hurwitz & Diamond/Clyde Woods Associates URD Team Lead designer for $30 million new construction of 234 affordable housing units, new streets, infrastructure and open space system, 15,000 sf Community and Child Care Center and recreation areas. Completed in 1999.

Elm Haven - HOPE VI, New Haven, CT
Urban Designer, Tise, Hurwitz & Diamond
Developed physical revitalization plan for 565 units for the Housing Authority of the City of New Haven for successful HOPE VI Application. 1995.

Beach 41st Street Houses - HOPE VI, Queens, NY
Urban Designer, Tise, Hurwitz & Diamond
Developed physical revitalization master plan for 712 units for the New York City Housing Authority for successful HOPE VI Application, 1995.

RICHARD CRYSTAL
7146 VIA DE ALEGRIA
OTTSDALE, ARIZONA 85258
(480) 998-2790

EDUCATION

Master Of Public Administration, Arizona State University, '76
Bachelor Of Arts (Urban Planning), Arizona State University, '74
Real Estate Broker's License, Arizona School of Real Estate & Business, '78 to date
Series 7 Securities Training, Arizona School of Real Estate & Business, '84
Economic Development Finance Professional, National Development Council, '87

PROFESSIONAL EXPERIENCE

PRINCIPAL, CRYSTAL & COMPANY, 1982-84, 1987 TO PRESENT

Business specializing in the provision of development, financial economic/market research and public policy consulting services for both private sector and governmental clients. Project highlights include:

- Real estate feasibility and market research studies
- Public revenue bond feasibility studies
- Public development finance consulting services
- Affordable housing management consulting
- Fiscal and economic impact assessments for major corporate real estate projects
- Municipal incorporation and rate feasibility studies
- Commercial and residential real estate brokerage and marketing services
- Financial loan packaging services
- Preparation of economic development, redevelopment and housing finance plans and public policy analysis
- Fiscal and economic impact studies/expert testimony
- Corporate relocation services
- Cash flow generation for private development projects

Clients have included corporate real estate firms; investment banking institutions; State and municipal governments; private consulting firms; property owners; business firms; non-profit organizations; and, quasi-public development organizations.

DEPUTY DIRECTOR, CITY OF PHOENIX ECONOMIC DEVELOPMENT DEPARTMENT, 1984-87

Responsible for the leadership and management of a variety of the City's economic development programs involving business retention, expansion, recruitment and start-up, resulting in the development of over *one billion dollars* in industrial, commercial and residential project construction. Activities entailed management and staffing services for the City's Industrial Development Authority, Local Development Corporation and Economic Growth Corporation, managing an array of business development and redevelopment programs, as well as undertaking and executing economic research and policy analysis, project structuring and negotiation, marketing, promotion, and general developer assistance services to further the City's economic development, downtown redevelopment and growth planning objectives.

DIRECTOR, HOUSING & COMMUNITY DEVELOPMENT, OFFICE OF THE GOVERNOR, ARIZONA OFFICE OF ECONOMIC PLANNING AND DEVELOPMENT, 1979-82

Responsible for the leadership and management of State funding and technical assistance programs aimed at assisting local government define and achieve their economic and community development objectives. Activities involved:

- Design and administration of the State Community Development Block Grant Program
- State Housing development and finance programs
- Design and administration of State Housing Authority
- Staffing services to the Arizona State Housing Finance Review Board regarding the issuance of over $400 million in revenue bonds
- The administration of state local planning, zoning and development assistance programs
- Staffing services to the Governor's Office, State Legislature, and Congressional Delegation on public development finance policy and legislation

MANAGER, STATE HOUSING PROGRAM, OFFICE OF THE GOVERNOR, ARIZONA OFFICE OF ECONOMIC PLANNING AND DEVELOPMENT, 1977-79

- Provision of technical assistance to businesses and governments concerning the
- receipt and utilization of assisted housing and community economic development
- programs
- Preparation of all market research and policy documents comprising the State
- Housing Plan
- Provision of staff assistance to the Governor's Office, State Legislature and
- Congressional Delegation on housing and community development policy and legislation

PAST/CURRENT PROFESSIONAL AFFILIATIONS & MEMBERSHIPS

Arizona Joint Legislative Study Committee On Housing Redevelopment
National Council For Urban Economic Development
Council Of Industrial Development Bond Issuers
Council of State Housing Finance Agencies
Council Of State Community Affairs Agencies

SELECTED PUBLICATION HIGHLIGHTS

BUSINESS INVESTMENT STRATEGY, for the Pima County Industrial Development Authority – Community Investment Corp, Crystal & Company, June, 2006.

FY 2005-'10 CITY OF PHOENIX CONSOLIDATED PLAN, for the Phoenix Neighborhood Services Department, Crystal & Company, May, 2005.

CITY OF TUCSON EMPOWERMENT ZONE NEEDS ASSESSMENT & DEVELOPMENT STRATEGY, for the University of Arizona, Crystal & Company, August, 2004.

SOUTH MOUNTAIN LOOP 202 FISCAL & SOCIAL IMPACT STUDY, for the City of Phoenix Community & Economic Development Department, Crystal & Company, December, 2004.

Joe McClure has served as principal or manager of land economics research and advisory-services organizations for the last 27 years. Through McClure Consulting and affiliated firms, Joe provides services in geography-based economics. The range of solutions he has developed is represented by the following:

Fiscal/economic analysis focus with a strategic component:

- Demonstrating the feasibility of a statewide incentive program for international shoppers.
- Estimating the impacts of highway bypass development on a small visitor-oriented city.
- Evaluating the soundness of concepts and formulas used to set development impact fee rates.
- Advising on the redevelopment prospects of a severely depressed urban area.
- Modeling fiscal relationships between a region's traditional industries and emerging industries.
- Documenting the impacts of phased-out mining operations on local communities.

Economic development strategic focus:

- Consolidating views on a region's economic development targets, issues, and approaches, through a combination of research and meeting facilitation.
- Relating a region's existing economic base to its competitive environment and to emerging economic opportunities, in the form of strategic plan guidance.
- Devising a strategic framework for delivering services to Native American microentrepreneurs.
- Assessing the impacts of NAFTA on the Mexico-Canada border regions of western states.

Market analysis focus with fiscal and strategic components:

- Estimating growth rates and changing population characteristics in rapidly developing markets.
- Defining, as part of a ULI Advisory Services Panel, redevelopment options for transit-oriented development.
- Assessing downtown revitalization options.
- Assessing the competitive strength of existing retail centers.
- Advising non-profit agencies on the soundness of market assumptions used to promote a low-moderate income housing development.

McClure has been retained by both private developers and public agencies at all levels of government, for projects in small and large cities, undeveloped and heavily developed regions, and regions with special demographic and cultural characteristics. To facilitate project implementation, he has conducted workshops, written grants, and assisted with negotiations.

Mr. McClure's multidisciplinary background incorporates many phases of the community and real estate development process: economic analysis and strategy development, market and financial feasibility assessment, and planning and design. Joe has an M.S. in Urban Planning, in a program that emphasized regional economics, from the University of Arizona and completed additional post-graduate work in economic geography at UA. He has a B.S. in Architecture from the University of Cincinnati. Mr. McClure is a registered architect in Arizona and a charter member of the American Institute of Certified Planners, the Western Regional Science Association, the Australia New Zealand Section of Regional Science Association International, Inc., the Urban Land Institute, and Lambda Alpha International. He has presented papers on business and economic development issues at regional and international economic development conferences, and has served as Adjunct Lecturer at the University of Arizona in the

Geography and Regional Development program, and on a ULI Advisory Services Team. McClure served as a Civil Engineering Officer in the U.S. Air Force in the 1970's.

Publications include "Strategic Framework For Economic Foundations in a Cluster-Driven Development Strategy", Chapter 8 of *Local Economic Development Handbook: A Guide for Practitioners & Communities*, published in 2000 by ACCRA and the American Chamber of Commerce Executives; and "Reservation Gaming, Key Issues for Economic Developers" in Economic Development Review, Volume 13, No. 4, Fall, 1995. He has served as "on-call" consultant to the Arizona Main Street Program, the Arizona State Land Department, and the Arizona Department of Transportation.

Jordan Widmer
Research Associate
McCLURE CONSULTING, LLC

Jordan Widmer brings an academic background in geography and economics to his consulting work. Diversity in his academic studies and work experience, including such disciplines as regional economic development, business development, environmental issues, GIS, urban geography, and spatial analysis, have given Mr. Widmer a broad perspective on various issues, and the ability to analyze a project through multiple viewpoints.

Projects Mr. Widmer has been involved in include a GIS mapping project for Saskatchewan Industry and Resources, which involved analyzing the contents of land survey files and digitizing particular data into a GIS mapping program. Mr. Widmer also helped create a business development proposal in which an abandoned warehouse building in downtown Regina would be converted into an entertainment complex, bringing new economic activity to the downtown area. Recently, Mr. Widmer has been involved with the analysis of economic benefits for a major commercial project in the Phoenix area, updates to market information for a major mixed-use urban infill project, as well as an update to a market analysis for the Nogales, AZ downtown area at the international border. He has prepared a major GIS database for a private development in central California.

Mr. Widmer obtained a B.A. in Geography with a minor in Economics from the University of Regina in Regina, Saskatchewan, Canada.

Roger A. Dale
Managing Principal
THE NATELSON DALE GROUP, INC.

Roger Dale has been affiliated with The Natelson Dale Group, Inc. (TNDG) since 1988 and currently serves as the firm's managing principal. His background encompasses the fields of economic development, real estate development, environmental and land use policy, marketing, and financial feasibility analysis. His project experience with TNDG includes real estate market forecasting, demographic research and modeling, fiscal impact analysis, cost/benefit assessment, redevelopment, business retention/attraction, and preparation of regional-scale economic development strategic plans.

Mr. Dale has extensive experience in the areas of retail demand analysis, transit-oriented development and downtown/corridor revitalization. He has recently completed retail development strategies for the cities of Glendora, Pasadena, Burbank, Ontario, Rialto, San Bernardino, San Clemente, Santa Maria, Simi Valley and Phoenix, and has prepared numerous feasibility studies for private shopping center developers and major retail chains. He has also prepared market demand studies for three transit-oriented districts (TOD's) for the City of Los Angeles.

Over the past ten years, a significant focus of Mr. Dale's work has been on the development of cluster-based economic development strategies. In this regard, he has managed industry cluster analyses and developed related retention/expansion/ attraction plans for the following clients: the cities of Anaheim, Los Angeles, and Burbank, and San Buenaventura, California; the County of Kern, California; the County of Yuma, Arizona; the High Desert Regional Economic Development Authority (San Bernardino County, California); and the Forward Greensboro (North Carolina) Economic Development Partnership.

Mr. Dale also has extensive experience in preparing market and financial feasibility analyses for private developers. Key projects in this regard include a 4,200-acre subdivision in Moorpark, California; an 885-acre mixed use development on the Big Island of Hawaii; a tourist-oriented retail/restaurant complex in Honolulu; several regional shopping centers in southern California; a 3,200-unit residential development in the Santa Clarita Valley; and a master planned community in Yokohama, Japan.

Mr. Dale has completed numerous fiscal impact analyses and has developed customized software models to enable municipalities to assess the fiscal impacts of proposed general plan amendments, annexations, and individual development projects. He has also completed a number of market impact studies to determine the extent to which proposed retail facilities would negatively impact existing stores within their trade areas.

Mr. Dale received his B.A. cum laude in Economics from Claremont McKenna College in Claremont, California. He also holds a master's degree in Resource and Environmental Economics from the University of California at Riverside.

City of Avondale

Finance and Budget Department
Procurement Office
11465 W. Civic Center Drive, Suite 250
Avondale, Arizona 85323-6807
Phone: (623) 333-2029
Fax: (623) 333-0200
Website: www.avondale.org/procurement

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATION
FOR
OLD TOWN AVONDALE REVITALIZATION PLAN
ED 07-035

Silicon Valley Advisors LLC affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Contractor's Offer.

Manuel J. Sandoval, May 10 2007 2007
Signed Date

Manuel J. Sandoval
Print Name

Principal
Title

Silicon Valley Advisors, LLC
Company Name

945 E. Gary Lane
Address

Phoenix, AZ 85042
City, State Zip

VENDOR INFORMATION

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

Silicon Valley Advisors LLC
FIRM SUBMITTING PROPOSAL

77-0535471
FEDERAL TAX ID NUMBER

Manuel J. Sandoval, Principal
PRINTED NAME AND TITLE

Manuel J. Sandoval
AUTHORIZED SIGNATURE

945 E. Gary Lane
ADDRESS

(602) 821-7656 276-1536
TELEPHONE FAX #

Phoenix, AZ 85042
CITY STATE ZIP

May 10' 2007
DATE

WEB SITE: siliconvalleyadvisors.com

EMAIL ADDRESS: manuel_SVAA2@siliconvalleyadvisors.com

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

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

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SILICON VALLEY ADVISORS, LLC

[Scope of Work]

See following pages.

City of Avondale
Old Town Avondale Revitalization Plan

Submitted by

SILICON VALLEY ADVISORS LLC
945 E. Gary Lane
Phoenix, AZ 85042
Phone / Fax: (602) 276-1536
www.siliconvalleyadvisors.com

and

MCCLURE CONSULTING LLC
5112 N. 40th St., Suite 204
Phoenix, AZ 85018

and

ASU STARDUST CENTER FOR AFFORDABLE HOMES AND FAMILIES
641 E. Van Buren St., Suite A-150
Phoenix, AZ 85004-2340

July 13, 2007

1. Scope of Work

Project Overview

The revitalization plan for the Old Town Avondale Revitalization Area will define challenges, opportunities and strategies to responding to existing uses and future growth in this unique and evolving market area. Based on a holistic approach focused on crafting a sustainable and practical initiative, this highly participatory and community-oriented study will reflect the City's larger economic goals and localized citizen-driven priorities for this area.

The plan will serve as a thoughtful policy guide and resource-planning tool for the City Council, Planning and Zoning Commission, City staff, neighborhood groups, existing businesses, prospective developers and local citizens and stakeholders. While focused in design and structure, it will also allow for periodic updates to reflect major changes in the City's growth while ensuring meaningful participation of these residential and commercial districts in the City's Economic Development Strategy and General Plan vision and goals.

This study is envisioned – and structured – to ensure "meaningful collaboration." This means Silicon Valley Advisors LLC, and its Project Team, will work closely and on a consistent basis with the City Project Manager, a Technical Advisory Committee (TAC), city-identified "key Stakeholders," residents and businesses within the study area. Our process will include conducting interviews with elected and appointed officials and general City stakeholders.

This Scope of Work proposes Six (6) Phases which include:

Phase 1.0 - Analysis of Existing Conditions
Phase 2.0 - Vision and Strategic Plan
Phase 3.0 - Civic Engagement
Phase 4.0 - Plan Development
Phase 5.0 - Plan Implementation
Phase 6.0 - Public Review

Public Participation (also described under "Project Phases" below)

City Website

The SVA Project Team will provide status and technical information to support a link on the City of Avondale web page. The information will include a project scope and schedule and draft project data (as it becomes available during the revitalization study). The information will be provided to the City Project Manager for coordination with City Information Technology staff at the conclusion of each task.

Technical Advisory Committee (TAC)

The TAC will be formed by the City of Avondale and will work with the SVA Project Team under the coordination of the City Project Manager. TAC members will consist of City staff that the City Project Manager and Economic Development Director determine most appropriate for the study. The TAC meetings will be at least on a monthly basis (no less than six) to provide background, city perspective on priorities, review progress, resolve issues, and refine approaches with respect to future tasks.

Stakeholder Interviews.

The City will provide a list of no less than twenty (20) citizens and key stakeholders in the community such as major property owners, developers. School district representatives, utility companies, real estate brokers and other interested parties. The Project Team will interview the selected Stakeholders during Phase Two – Vision and Strategic Plan, to help identify historical challenges to area revitalization, provide critical input to the Project Team and City Staff generally – and, in particular, in assisting the City Council in formulating a Conceptual Vision for the revitalization study area.

Civic Engagement.

The Project Team will conduct a series of three to four (3-4) design charrettes, each three (3) days in duration, in strategic locations in the study area on the basis of securing the maximum leverage through focused revitalization plans and activities. These workshops will be conducted by Project Team member The Stardust Center For Affordable Homes and Families, Michael Pyatok, FAIA, and result in local residents and area stakeholders developing three to four (3-4) Conceptual Design Scenarios, ensuring public participation in framing responses to existing detrimental uses and shaping the nature and scope of future land use patterns and "infill development" projects in the study area.

Revitalization Study Open Houses

The SVA Project Team will conduct (in addition to City Council and Planning Commission workshops, City TAC meetings, design charrettes and key stakeholder meetings) three (3) Open Houses for the express purpose of engaging residents and businesses within the study area in public education processes of the study.

Open Houses	Key Objectives
Open House # 1:	Explain study processes, results of existing conditions analysis, city public investments and goals for the area; larger and localized objectives of the study.
Open House #2:	Briefing on results of revitalization study area design charrettes, conceptual site design scenarios, elements of plan development and implementation strategies.
Open House #3:	Briefing to brokerage and lending community, local land owners, and City-wide stakeholders, on emerging real estate development market opportunities in the area.

Project Phases

Phase 1.0 Existing Conditions.

Task 1.1 Kick-Off Meeting

The Project Team will meet with the City Project Manager, the Economic Development Director, and other key City staff to discuss the project, adopt an initial TAC Committee schedule, identify critical city resource personnel, finalize stakeholder interviews, preliminary public meeting locations and logistics, and develop project protocol for communications and decision-making.

Task 1.2Data Collection

The Project Team will develop a base map format. The format will be submitted to the City Project Manger for review and approval. Overlays of existing (City) and new coverages (planning and economic analysis by Project Team) will be prepared throughout the project. The format will include land use, zoning, ownership and previous, current and planned development activity within the revitalization project area. Overlaid on the data maps will be existing and planned vehicular, transit, and roadway improvements, along with public facilities, infrastructure, and current and planned civic presence in the area.

Task 1.3 Economic Activity.
The Project Team will summarize the economic base of Avondale and its surroundings, in comparison to the metro region, including any issues of retail leakage or excess capture. Discuss in terms of the real estate development patterns that have accompanied the growth of economic and residential activity, and the implications for future development. Based on an inventory, using secondary data, of existing commercial development in Avondale and Goodyear, we will document general retail/commercial patterns. Using this information and generalized retail demand projections, we will assess and document market conditions for opportunities suitable for the study area, including specialty retail, restaurants, etc. that could complement the tenants at existing shopping centers.

Task 1.4Policy Analysis
SVA will conduct a comprehensive review and analysis of the City of Avondale's existing General Plan, Zoning Ordinance, adopted Revitalization Strategies, infill and development policies and processes, Transportation Plan, traffic and circulation patterns, parking, site design and development standards, housing and historic preservation policies and programs, permitted and allowable uses within the study area, and Economic Development Plan goals, objectives and strategies as they all relate to either limiting or enhancing the redevelopment of the Old Town Avondale Revitalization Study Area. This analysis will identify policies potentially in need of updating, modification or restructuring to effectuate the City Council's intent in adopting a sustainable revitalization plan.

Task 1.5Trends and Projections.
The Project Team will analyze regional and localized issues/challenges in population growth, real estate product types and configurations, etc. We will compile and summarize data on population and employment growth, for Avondale and the Southwest Valley in comparison to the metro region, since 1990. We will review official and other population and employment projections for Avondale and surrounding areas, compare to other metro growth patterns, and describe the implications for Avondale. We will review potential for public uses in the study area that might be integrated with existing public uses, and assess potential for key establishment types unique to the region that could locate in the study area.

Deliverable(s): The Project Team will provide the City Project Manager with an Existing Conditions Report providing both an economic snapshot

and policy framework for detailing both general and specific areas of interest in formulating the revitalization plan including a Trends and Projections Report for the area.

Phase 2.0 Vision and Strategic Plan

Task 2.1 Key Stakeholder

The Project Team will develop an interview format, process and schedule that assess quantitative *(physical environment)* and qualitative *(values, image, are vision, quality of life)* elements, views, opinions, information, etc both directly and indirectly affecting the revitalization study area. SVA will obtain the City Project Manager's approval of the interview strategy and process. The City Manager will also provide all contact information for the twenty (20) key stakeholders to be interviewed. With the City's approval, SVA may augment this list to include "outside perspective" of real estate, lending and decision-makers in diversified real estate development arena. Essentially, this analysis is to be conducted from a market-driven, value-conscious and quality of life perspective.

Task 2.2Planning Commission

In conjunction with the City Project Manager and the Chairperson of the City of Avondale Planning Commission, the Project Team will conduct a formal Planning Commission workshop to gain input and insight into their vision for the revitalization area.

Task 2.3City Council

The Project Team will conduct a formal workshop for the City Council to include a briefing relative to Existing Conditions and facilitate a discussion using Visual Preference Survey, design concepts, and revitalization strategies and alternatives that reflect alternative land use patterns, and Avondale market conditions, and preliminary housing, commercial and mixed-use development factors within the study area. The initial workshop will define conceptual direction and vision.

Deliverables:

The Project Team will prepare a high caliber "Marketing," "Public Education," and "Initial Civic Engagement" report that in clear and concise language – and, within a graphically enhanced format, presents the City Council's desired vision for the revitalization area; and concomitantly, delineates and describes the public participation, civic engagement and community-oriented aspects of the revitalization study.

Phase 3.0

Task 3.1Community Charrettes

Civic Engagement The revitalization area encompasses residential neighborhoods and commercial corridors along Main Street/Buckeye Road/MC 85, Western Avenue, Van Buren Street, Dysart Road and Central Avenue. After the study's Existing Conditions Analysis and consistent with the City Council desired vision for the revitalization area, the Project Team will conduct three to four (3-4) charrettes, each three (3) days in duration, within strategic locations and sub-markets within the revitalization area. The location of these will be agreed upon by the City Project Manager and intended to leverage existing public investments, remedy detrimental impacts of existing uses, and provide a realistic, attainable and sustainable catalyst for revitalization activity within those distinct areas.

Task 3.2Conceptual Design Scenarios

In furtherance of the City Council's desired vision for the revitalization area, and consistent with design charrettes' objectives of meaningful local and civic participation and embedding of revitalization project responses to community-driven planning initiatives, the Project Team will develop three to four (3-4) Conceptual Site Design Scenarios linking "site specific" opportunities within the context of the desired vision for the study area.

The Project Team will work with the City Project Manager to determine the best strategy, technology and processes to formally record and document the civic engagement and design charrette aspects of this revitalization study. In addition to the relative benefits of mutually sharing information among residents and stakeholders within the distinct sub-markets – and, importantly, defining land use linkages, pedestrian amenities, etc., within and among these areas – recordation of highly participatory citizen driven initiatives can aid the city in future program and resource development efforts for the study area.

Task 3.3Market Assessment

Combining public input with other baseline market data from preceding steps, summarize market conditions and citizen-driven project interests and preferences as these affect opportunities within the study area. The Project Team will evaluate the 3-4 conceptual design scenarios given trends and projections, regional drivers, local market indicators, and localized development activity to assess preliminary "market feasibility" of the conceptual development strategies and formulate risk reduction and threshold criteria for creating "catalyst projects" within the revitalization project area.

Task 3.4City Council Briefing

The Project Team will conduct and facilitate a workshop with the City Council to provide an update on compelling economic and market factors directly shaping developer interest, creation of value thresholds and objectives required to achieve revitalization goals for the study area, and the planning and market basis for considering the feasibility of conceptual site design scenarios.

Deliverables:

The Project Team will document a civic engagement process with defined local revitalization area and sub-market planning linkages between the three to four (3-4) conceptual site design scenarios, creating a definable and illustrative representation of the City Council's desired vision for the study area. The site design analysis and results of the community-driven planning effort and process will form the basis for analysis and consideration of policy and development incentives to "jump start" revitalization efforts in the area.

Phase 4.0
Plan Development

Task 4.1Policy Analysis & Incentives

The Project Team will revisit and reconsider its comprehensive analysis of the City of Avondale General Plan, zoning ordinance, infill policies, Old Town Avondale Business (OTAB) Zoning Overlay District, applicable design guidelines, housing density and mixed-use development standards, entitlement processes, the Transportation Plan, the Water and Sewer Plan, the five (5) year Capital Improvement Program, and the City's Economic Development Plan, to define and formulate strategies relative to policy revisions and modifications that would respect existing public policy goals while strengthening development incentives for – and within – the revitalization study area.

Task 4.2 Housing, Commercial and Mixed-Use
The Project Team will define the economic factors, primary planning strategies and market linkages that, in the aggregate, will allow the strategic incorporation of both conceptual site design scenarios and related "market niche" factors to define the fundamental redevelopment elements required to create a "critical mass" of prospective revitalization projects within the revitalization area. This reflection of conceptual "build out" of both targeted and potential development opportunities will begin to "re-brand" and define an emerging market area.

Task 4.3 Future Impact Analysis
The Project Team will adapt a simple fiscal and economic impact model to the conditions in the study area and the planned uses under consideration, and use the model to estimate fiscal and economic impacts of the proposed future development, including sales tax receipts, property taxes, employment, and other key results. Among other things, this analysis will provide a framework for City Council adoption of a quantitative evaluation and process for prioritizing public sector investments and capital improvements from a "cost-benefit" perspective.

Deliverables: The Project Team will prepare a Preliminary Draft of Revitalization Plan substantive components, which reflect the comprehensive "economic, planning and policy" framework for a revitalization strategy that identifies distinct and collective challenges to revitalization within the area's primary commercial corridors, and addresses preservation and rehabilitation of older, transitioning residential areas, including a general and sub-market Fiscal Economic Impact Assessment.

Phase 5.0 Plan Implementation

Task 5.1 Public Infrastructure
The Project Team will assess and define infrastructure issues and implications relative to proposed plans and policies, specifically relative to conceptual site design scenarios, and reflecting identified development interest and activity and existing and evolving traffic circulation and growth patterns within the revitalization study area. We will create and define an economic and cost-benefit nexus among and between proposed and likely development activity and the economic impact of proposed infrastructure improvements.

Task 5.2 Revitalization Priorities
The Project Team will craft and present a multi-faceted evaluation framework and recommendations for both public and

private sector revitalization priorities, based on a comprehensive strategy for the study area and sub-market area development objectives – and specific conceptual site design scenarios – to jump-start and sustain revitalization activity in a manner consistent with the City Council's desired vision for the revitalization area.

Task 5.3 Social-Economic Factors

The Project Team will prioritize and facilitate the discussion and strategy to address social-economic factors in the proposed revitalization strategy during the initial meetings with the TAC Committee, interviews with key stakeholders and in specific outreach, analysis and discussion with community stakeholders, i.e. school districts, community colleges, workforce development and social service and public safety departments of the City and local government. The implementation element of the Revitalization Plan will incorporate suggested strategic alliances, partnerships and initiatives to address historic disinvestments in the area and deterioration of social structures and systems.

Task 5.4 Marketing Strategy

The Project Team will formulate as a major component in the Revitalization Strategy an *"Image, Re-Branding and Marketing Plan"* designed to both leverage the City's existing business and tourism marketing programs and strengthen market penetration with respect to developer and lending decision-makers within the region to re-brand the market area with entities not previously involved in local projects. Public outreach in every aspect of the study will include resident educational efforts, i.e. public safety and City area investments, and identify elements for neighborhood-driven advocacy efforts.

Deliverables:

The Project Team will transmit an electronic version of the **Draft Strategic Revitalization and Marketing Plan** to the City's Project Manager for review and updating of the City's website and for distribution to PAC Committee members, key stakeholders, and elected and appointed public officials. In collaboration with the City Project Manager, the Project Team will assist with and support the presentation of the Draft Plan before major City economic and civic entities, e.g. Chamber of Commerce, etc. and provide technical support, as needed, in City public outreach efforts.

Phase 6.0 Public Review

Task 6.1 Public Presentations

SVA and the Project Team will present and facilitate a public hearing with and before the City Planning Commission and the Avondale City Council to review and discuss the general findings,

strategies and public policy recommendations designed to effectuate the implementation of the Strategic Revitalization Plan. As necessary, and in concert with the City Project Manager, the Project Team will assist with a select number of briefing sessions should the City Council deem it helpful to enhance general consensus for the Revitalization Plan.

Task 6.2 Plan Revisions & Closure

As approved by the City Project Manager, all modifications from the Planning and Zoning Commission and City Council meetings will be incorporated into the final document. One copy of the final document will be transmitted to the City Project Manager for final approval prior to reproduction.

Task 6.3Transmit Text, Graphics and Electronic Files.

The SVA Project Team will organize all text files and graphic files for all products and presentations prepared for the Old Town Avondale Revitalization Area Study in their respective Microsoft Word or Arc GIS, or other acceptable formats for transmittal to the City. The data will be loaded onto CD's for ease of use and future reproduction needs by the City.

Deliverables: The Project Team shall deliver a final version of the Revitalization Plan, in electronic format, and provide project closure in a manner satisfactory to the City Project Manager and Economic Development Director.

City of Avondale Assistance To facilitate development of this revitalization strategy and plan the City Project Manager will assist the Project Team with the following support from the City:

- Contact Person for the City of Avondale and facilitate use and access of all relevant GIS Mapping, city adopted plans/documents, and meetings with City Staff.
- Facilitate organization of TAC Committee, provide list and contact information of key stakeholders to be interviewed, and contact resources with city departments.

- Coordinate all public hearings, planning commission and City Council meetings and public presentations by Project Team.

- Provide logistical, public noticing, mail invitations, etc. and general event support for design charrettes, open houses and any stakeholder meetings.

- Assist in identifying a community-based "command center" for use by Project Team in facilitating resident and local business participation in the study.

- Ensure uploading of data on website: Future Trends and Projections, Existing Conditions, Fiscal Impact, Design Charrettes and Site Scenarios, draft/final plans.

- Reproduce electronic materials furnished by the Team in hard copies for City use.

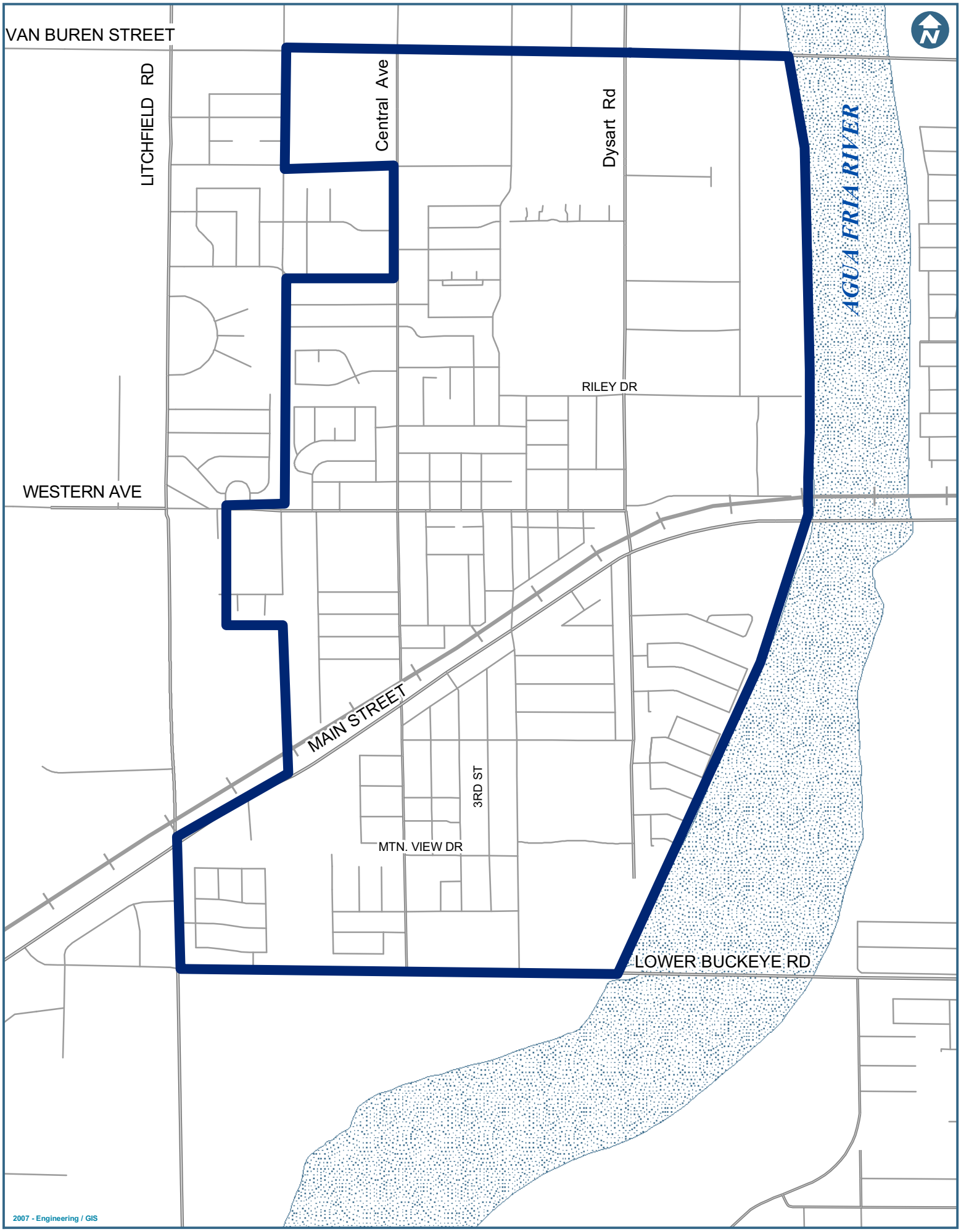
Project Phases and Work Tasks	**Schedule and Timelines**								
1.0 Phase One – Existing Conditions	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**
1.1 Project Start Up (Kick Off Meeting)									
1.2 Data Collection									
1.3 Economic Activity									
1.4 Policy Analysis									
1.5 Trends and Projections									
Deliverable: Existing Conditions Report	XX								
2.0 Phase Two – Vision & Strategic Plan									
2.1 Key Stakeholder Interviews									
2.2 Planning Commission – Interviews & Workshop									
2.3 City Council – Interviews & Workshops									
Deliverables: Marketing and Strategic Plan Report		XX							
3.0 Phase Three – Civic Engagement									
3.1 Community Design Charrettes									
3.2 Conceptual Site Design Scenarios									
3.4 Market Assessment									
3.5 City Council – Briefing on Project									
Deliverables: Definition of Feasible Project Options			XX						
4.0 Phase Four – Plan Development									
4.1 Policy Analysis & Incentives									
4.2 Housing, Commercial & Mixed-Use Strategies									
4.3 Future Impact Analysis – Fiscal Costs									
Deliverables: Substantive Components of Plan				XX					
5.0 Phase Five – Plan Implementation									
5.1 Public Infrastructure									
5.2 Revitalization Priorities									
5.3 Social–Economic Factors – Market Re-Branding									
5.4 Marketing Strategy – foster developer interests									
Deliverables: Draft Revitalization Plan							XX		
6.0 Phase Six – Public Review									
6.1 Public Presentations: Commission & City Council									
6.2 Plan Revisions & Closure									XX
6.3 Transmit Final Report – Graphics & Files									XX

SVA TEAM - SCOPE AND BUDGET FOR AVONDALE DOWNTOWN REVITALIZATION PLAN - DRAFT

		Hrly rates -->		155	130	175	155	75	
				Hours					Time costs
		Language	**Ttl hrs**	Sandoval	Glenn	Pyatok	McClure	Staff	
First Phase: ***Existing Policy and Economic Conditions Analysis***									
	Start: Aug. 1st '07 - about 30 days.								
	Kick-off meeting		6	1.5	1.5	1.5	1.5		$923
	Tasks:								
		Coordinate with City staff for base mapping, analysis of ownership patterns, infrastructure, etc. using the City's existing GIS maps and aerials to the extent practical.	12			2		10	$1,100
		Comprehensive Policy assessment - implications of policies, etc., through review of City documents including the General Plan, the Freeway Corridor Specific Plan, the Transportation Plan, the Economic Development Plan, the Master Drainage Plan, the Water and Sewer Plan, and the five-year Capital Improvement Plan.	27	18	3	3	3		$4,170
		Examine and document market conditions for opportunities suitable for Downtown, including specialty retail, restaurants, etc. that could complement the tenants at typical shopping centers; public uses that might be integrated with existing public uses; key establishment types unique to the region, and the like.	66				56	10	$9,430
		Trends and projections - regional and localized issues/challenges in population growth, real estate product types and configurations, etc.	24				24		$3,720
	Deliverable: Existing Conditions Report.		10	8				2	$1,390
Second Phase: ***Formulate Vision and Strategic Plan***									
	Start: Sept 1st '07 - about 30 days.								
	Tasks:								
		Conduct Visual Preference Survey; get council and planning commission consensus on vision.	6			6			$1,050
		Interview 20 stakeholders; staff; using a combination of one-on-one interviews and focus groups. This includes major property owners, developers, school district representatives, utility companies, real estate brokers and other interested parties, as identified (with contact info) by the City.	38	26	4	4	4		$5,870
	Deliverable: Marketing, Public Education, and Initial Civic Engagement report		10	8				2	$1,390
Third Phase: ***Civic Engagement***									
	Start: Oct 1st '07 - about 30 days.								
	Tasks:								
		Conduct 3-4 charrettes, each 3 days, in strategic locations in study area, selected on the basis of securing the maximum leverage through focused revitalization plans and activities.	256		88	88		80	$32,840
		Develop 3-4 formal "conceptual design scenarios"	50		16	22		12	$6,830
		City coordinate invitations, publicity, etc. and host meetings or set up venues							
	Deliverables: Summary of stakeholder input re: revitalization strategy, design approaches, etc.		14	8	2	2		2	$2,000
		Summary of market conditions and citizen-driven project interests and preferences as these affect opportunities w/in the study area.	16				14	2	$2,320
Fourth Phase: ***Plan Development***									
	Start: Nov. 1st' 07 - about 45 days - 60 days								
	Tasks:								
		Policy revisions and strategies re: development incentives	17	12	1	1	3		$2,630
		Policy revisions & strategies - housing and mixed-use infill.	8	4	1	2	1		$1,255
		Consolidate physical plans from charrette and coordinate with strategies	20	11	5	3	1		$3,035
		Future impact analysis, based on simple fiscal and economic impact model adapted for this project.	40				24	16	$4,920
	Deliverable: Preliminary Draft - Revitalization Plan framework and Fiscal/Economic Impact Assessment		12	8			2	2	$1,700

Budget, page 2

Fifth Phase: ***Plan Implementation.***									
	Start: Dec 1st '07 - about 45 - 60 days								
	Tasks:								
		Assess and define infrastructure issues and implications relative to proposed plans and policies, including priorities for adding public infrastructure to the area and the potential funding mechanisms.	18	16	1	1			$2,785
		Define Community and Revitalization Priorities	12	8			4		$1,860
		Assess social aspects of impacts - crime, image, community awareness and involvement, etc.	10	8			2		$1,550
		Outline marketing strategies and concepts, including branding and other effective ways the City can market the area, or encourage the marketing of the area, to future developers.	14	12			2		$2,170
		Prepare Draft Plan - an electronic version transmitted to the City's Project Manager for review and distribution. (Copy added to City's website prior to notice of first public hearing.)	10	3	1	1	1	4	$1,225
	Deliverable: Draft Strategic Revitalization and Marketing Plan, and "Image, Re-Branding and Marketing Plan"		11	11					$1,705
Sixth Phase: Presentation and Final Reports - Feb 1st to post-review									
	Deliverables:								
		Presentation at public hearing (no charge). City coordinate invitations, publicity, etc. and host meeting.							$0
		One copy of a final report incorporating all revisions made during the public review process and reflecting the Council's action. All presentations, data, and final reports transmitted to the City in electronic format on CD.	10	3	1	1	1	4	$1,225
		Executive Summary – of the key concepts presented for review and approval, prepared in a clear and concise manner.	5	2	1	1	1		$770
		Totals	722	167.5	125.5	138.5	144.5	146	$99,863
		Expenses, etc. (included in hourly rates)							
		Total							**$99,863**



OLD TOWN AVONDALE REVITALIZATION AREA

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
August 6, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to (i) A.R.S. § 38-431.03(A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the City's position regarding a contract that may be the subject of negotiation for emergency services and (ii) ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase and sale of real property.

ATTACHMENTS:

Click to download

No Attachments Available