CITY COUNCIL AGENDA

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

WORK SESSION
November 19, 2007
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 2007 GAIN UPDATE

The Police Department will provide an update to City Council on the GAIN (Getting Arizona Involved in Neighborhoods) event that was held on Saturday, October 20, 2007. For information, and discussion only.

3 VOLUNTEERS IN POLICE SERVICE

The Police Department will provide an update on the status of the Volunteers in Police Service (VIPS) Program from 1/01/07 to the present. For information and discussion only.

4 UPDATE TO SECTION 6 OF THE ZONING ORDINANCE, PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICTS

Update Council on a staff initiative to improve the level of quality for future Planned Area Development (PAD) projects in the City of Avondale .

5 UPDATE ON SECTION 3 OF THE ZONING ORDINANCE, COMMERCIAL ZONE DISTRICTS

Update the Council on a Staff initiative to improve Section 3 of the Zoning Ordinance, Commercial Zone Districts and to ensure that it is written in a way that furthers the City Council's goals for commercial development in the City.

6 ADJOURNMENT

Respectfully submitted,

Linda M Farris

Linda Farris, CMC
City Clerk

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

CITY COUNCIL REPORT

SUBJECT:
2007 GAIN Update

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Lynn Parkin, Assistant Chief of Police

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Police Department is providing an update to City Council on the GAIN (Getting Arizona Involved in Neighborhoods) event that was held on Saturday, October 20, 2007. This report will also provide results taken from a survey provided to GAIN attendees, various vendors and static displays that were represented and a cost analysis.

BACKGROUND:

On October 20, 2007, the annual GAIN event was held at the main City complex between 4PM and 7PM. Again this year, the City of Avondale partnered with APS to host this event, designed to bring communities and neighbors together to enjoy an evening filled with education in support of crime prevention, to meet and greet City officials, and to participate in various activities. Individual communities were encouraged to first host a neighborhood gathering prior to coming to the event at City Hall.

DISCUSSION:

Avondale's annual GAIN event was held on October 20, 2007 between 4PM and 7PM at City Hall. In an effort to increase City Staff and resident participation, our Community Services Bureau reached out to local vendors and other City Departments in the hopes of increasing community awareness as it relates to crime prevention and community involvement as it relates to various resources and opportunities provided within the City of Avondale. In addition to providing similar displays and vendors from GAIN 2006, to include the Police and Fire static display of vehicles, a SWAT/Canine demonstration, DJ, face painter, bouncers, juggling stilt walker, balloon twister and food, GAIN 2007 broadened its scope and was joined by the following City Departments and businesses: City Code and Social Services, Water Resources, Field Operations and Recycling, Farmers Insurance (fingerprinting children), Home Depot/Ingersoll Rand (home and residential security), Big Brothers/Big Sisters, and CERT (Community Emergency Response Team). GAIN 2007 also provided citizens with an opportunity to complete a voluntary survey. There were 90 surveys that were returned and the following comments were noted:

1. Number of Citizens reporting that they attended Resident Appreciation Night:

    a. 18, of those, 11citizens felt that the City should combine GAIN and Resident Appreciation Night.

2. Number of Citizens reporting that they learned Crime Prevention Tips at GAIN 2007:

    a. 51

3. Number of Citizens reporting that they participated in a neighborhood GAIN event prior to attending the CIty GAIN event:

a. 25

4. Over satisfaction results of the GAIN event based on a 1 to 5 scale (5=very satisfied):

a. 4.33

34 citizens provided personal written comments, alll of which were positive and included the following:

- Lots of information to keep our family safe.
- Excellent example of city services. Great event.
- This is a great program. Thanks.
- Great for family fun and safety and learning experience.
- I really appreciate that Avondale does events like this because all the info is interesting. It's my first year in Avondale after 8 years in Phoenix and they never gave out good info like how to call the police, etc.
- City of Avondale is very generous and open to ideas and very interested in bringing the community together.
- I like that it is fun for the kids.
- I'm coming to the next one!
- this is nice to get to do and see things with our officers and related people.
- Thank you for hosting. Great night.

BUDGETARY IMPACT:

GAIN 2007 was hosted at a cost of about $6,626. The Police Department had budgeted $4,000 and APS donated $2,500. In recent discussions with APS, we have learned that APS is considering taking a different direction in their support of various state and city functions and may be looking to focus their funding on one specific area in future years. As a City and Police Department, hosting GAIN 2008 would still be feasible without an outside funding source as there are areas, i.e., giveaways, that we could reduce.

RECOMENDATION:

This item is presented for information and discussion only.

ATTACHMENTS:

Click to download

- 2007 GAIN PowerPoint

2007 GAIN Update

Avondale Police Department

November 19, 2007

GAIN 2007 Logistics

- Held on Saturday, October 20, 2007
- 4PM – 7PM at the Civic Center
- Partnered with APS
- Designed to bring neighbors and communities together to educate in support of crime prevention, meet and greet City officials, and participate in various activities.
- Estimated between 450 and 550 attendees

Expansion of GAIN 2007

GAIN 2006

- Police/Fire Static Display
- SWAT/K9 Demo
- DJ, Face Painter
- Bouncers, Juggler, and Balloon Twister
- Food

GAIN 2007

- GAIN 2006 plus…
- City Code
- Social Services
- Water Resources
- Field Operations
- Farmers Insurance
- Home Depot/Ingersoll Rand and CERT
- Big Brothers/Sisters

GAIN 2007 Survey

- 90 Surveys completed and returned
  - 18 also attended Resident Appreciation Night and 11 of those felt the City should combine these events.
  - 51 reported they learned Crime Prevention Tips at GAIN 2007
  - 25 reported they participated in a neighborhood GAIN event prior to attending the City's GAIN event
  - Overall satisfaction of GAIN 2007: 4.33/5

Written Comments from Citizens

- Lots of info to keep our family safe.
- Excellent example of city services
- Great Program. Thanks!
- Great for family fun, safety and a learning experience.
- I'm coming to the next one!
- Avondale: generous, open to ideas, very interested in bringing the community together.

GAIN 2007 - Cost

- $6,626 = Total Cost
  - $4,000 = PD Budget
  - $2,500 = APS Donation
- Future APS funding may not be available

Recommendations

- City of Avondale to host a similar event in 2008
- City Departments already discussing the possibility of blending Resident Appreciation Night and GAIN

GAIN 2007

THANK YOU

QUESTIONS

CITY COUNCIL REPORT

SUBJECT:
Volunteers in Police Service

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Debbie Ray, Volunteer Coordinator

THROUGH: Charlie McClendon, City Manager and Chief Kevin Kotsur

PURPOSE:

The Police Department is providing an update on the status of the Volunteers in Police Service (VIPS) Program from 1/01/07 to the present. This report includes the current status of the Avondale Police Department's Volunteers in Police Service Program.

BACKGROUND:

Since January of 2007, the volunteer coordinator of the Volunteers in Police Service program has been marketing, recruiting, training and placing volunteers in various positions within the Avondale Police Department.

DISCUSSION:

The Avondale Police Department currently has 18 VIPSrepresenting Avondale, Buckeye, Goodyear, LitchfieldPark and Phoenix. Vlunteers have been placed in the following areas to volunteer:

- Property and Evidence
- Criminal Investigation Bureau
- Crime Analysis
- 911 Center/Communications
- Patrol/Citations
- Records/Finance
- PSB - Professional Standards Bureau
- Command Van
- DUI Task Force

As of January 2007, volunteers have donated 2,465 volunteer hours which equates to a savings of $41,387.35. This figure is based on the National VIPS hourly rate for the state of Arizona at $16.79.

Awards – The following awards have been presented to Avondale Police Department VIPS: Volunteer of the Quarter – Brian Murphy, Sherie Tamura, Richard Heath
Volunteer of the Year – Dale Perry
Arizona Association of Volunteer Administrators Governor's Award

Training – Over the past eleven months VIPS have participated in a variety of trainings conducted by Post certified law enforcement instructors in order to prepare the VIPS for duty. Those trainings include:

- Command Van Driving
- VIPS Vehicle Driving
- Radio Codes and Communications
- Traffic Direction Classroom/Practical
- Monthly VIPS Briefings

- Crime Analysis
- Map Reading
- Community Services – Block Watch

Events – Avondale Police Department VIPS have had a presence and participated at numerous local, regional and statewide activities. Those events include:
Survivor Help Network Gala - Glendale

- DV Breakfast
- Residents Appreciation Night
- GAIN
- Boys and Girls Club Safety Day
- Billy Moore Heritage Days

Fall Conference

- November 13 - 15th, 2007
- "Forming Disaster Response Partnerships"
- Funding provided by the AZ Department of Homeland Security
- Partnered with Glendale, Mesa, and Tempe Police Departments
- Guest speakers Stephen Flynn – Author and Disaster Expert and Arizona Director of Homeland Security – Leesa Berens Morrison

Southwestern Citizen Corps Conference

- Held September 14 - 15th, 2007
- Nogales , Arizona
- Attended by VIPS Clara Silva, Buckeye

Annual International Association of Chiefs of Police Conference

- October 13 – 17th, 2007
- New Orleans , Louisiana
- Attended by VIPS Jason Postel, Avondale

Avondale Police Department VIPS are listed as a partnering agency in the National VIPS Disaster Response Training Video. This eight-minute video demonstrates how law enforcement volunteers can help their communities prepare for and respond to disasters. Avondale Police Department VIPS are coordinating with Glendale, Mesa and Tempe Police Department Volunteer programs to design and implement Assistance in Disaster (AID) course curriculum that will be used by other Police Departments nationwide.

Future Plans for the Avondale Police Department VIPS Program

- Continue to market, recruit and train VIPS to meet our initial goal of 25 participants
- Provide ongoing law enforcement training opportunities to VIPS
- Continue to partner with other Police Department Volunteer Programs on a variety of projects
- Strengthen and build leadership opportunities for volunteers
- Provide outstanding and continued support to law enforcement for the Avondale Police Department

BUDGETARY IMPACT:

N/A

RECOMENDATION:

N/A

ATTACHMENTS:

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No Attachments Available

DEVELOPMENT SERVICES

SUBJECT:
Update to Section 6 of the Zoning Ordinance, Planned Area Development (PAD) Zoning Districts

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director

THROUGH: Charlie McClendon, City Manager

BACKGROUND:

This is a staff initiative to improve the level of quality for future Planned Area Development (PAD) projects in the City of Avondale. This item was initiated to keep pace with the rising expectations of the City Council, Planning Commission, staff, and citizens alike when dealing with these types of projects.

SUMMARY OF REQUEST:

Staff is recommending amendment of Section 6 (Planned Area Development)of the Zoning Ordinance. Section 6 regulates rezoning to, and amendment of, Planned Area Development zoning districts. The staff is soliciting input and direction from the Planning Commission and City Council regarding what could be improved and what should remain in the regulation of Planned Area Developments.

ANALYSIS:

The PAD zoning district is a custom zoning district. Its regulations must provide guidance, structure and flexibility while also providing development standards. The PAD zoning district embraces the widest range of development types and sizes in the City. It is essential that this section of the Zoning Ordinance reflect the best and highest ideals of the City in order to encourage innovative, high quality, sustainable developments.

RECOMMENDATION:

Staff will make a presentation that identifies portions of Section 6 that could be improved and staff's suggestions for improvements. The Council may pose questions to staff, and offer comments, to provide direction in the amendment of Section 6 of the Zoning Ordinance. No action is required.

ATTACHMENTS:

Click to download

No Attachments Available

PROJECT MANAGER:

Eric Morgan, Planner II

DEVELOPMENT SERVICES

SUBJECT:
Update on Section 3 of the Zoning Ordinance, Commercial Zone Districts

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director

THROUGH: Charlie McClendon, City Manager

BACKGROUND:

Section 3 of the Avondale Zoning Ordinance contains uses and development standards for the City's six commercial zone districts. This section was adopted as part of the Zoning Ordinance in 1990, and has remained largely unchanged, with only minor text amendments approved since adoption.

SUMMARY OF REQUEST:

This is a staff initiative to improve Section 3 and to ensure that it is written in a way that furthers the City Council's goals for commercial development in the City.

ANALYSIS:

Section 3 currently contains 6 commercial zone districts: Commercial Office (CO); Neighborhood Commericial (C-1); Community Commerical (C-2); Major Commercial (C-3); Old Town Avondale Business District (OTAB); and Cashion Business District.

Staff will examine these six zone districts with regard to permitted and conditional uses; uses approved with conditions; and property development standards, such as lot dimensions, building height, setbacks, and lot coverage.

Currently, the most prevalent commercial zone district in the City is C-2. OTAB is used only in the Old Town area, on Western Avenue between Dysart Road and Central Avenue. CO, C-1, and C-3 are rarely used. Cashion Business District is currently not used anywhere in the City. The goal of this update is to ensure that all of the commercial districts are written in a way that will allow them to be applied in certain areas of the City to help create the type of development that is designated as appropriate in the General Plan.

Staff will examine the Cashion Business District, which was originally intended to apply to all the area on the south side of Buckeye Road between Avondale Boulevard and 107th Avenue to rezone to a commercial zone district, but have development standards that allow the area to maintain its traditionally more urban development character. This may take the form of a new zone district or an overlay district with varying development standards more appropriate for the Cashion area.

With the Old Town area currently under study for revitalization, there may need to be changes made to the OTAB district in order to allow the zoning to reflect the recommendations of the revitilization study and the direction of the City Council.

In addition, staff will look at whether or not any new zoning districts are needed. These may include a mixed-use or commercial district appropriate for the City Center; a residential/office district; or a specific zone district for the Main Street area.

Staff will look at zoning ordinances from other cities around the Valley to see how comparable commercial zone districts are written, and see if any ideas may apply to Avondale's commercial zone districts. Staff will also look at our rezoning and development history, as well as zoning interpretations, to see where issues or problems, if any, have occurred with the existing commercial districts.

RECOMMENDATION:

Staff will make a presentation discussing the main issues with the existing commercial zone districts and some ideas for how the districts could be updated. Staff would like to get input and feedback from the Council regarding these ideas and changes. No action is required.

ATTACHMENTS:

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No Attachments Available

PROJECT MANAGER:

Scott Wilken, 623-333-4016

CITY COUNCIL AGENDA

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

REGULAR MEETING
November 19, 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 CITY MANAGER'S REPORT

a. **Introduction of newly hired or promoted personnel in the Fire Department**

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**
   a. Special meeting of September 27, 2007
   b. Work Session of November 5, 2007
   c. Regular meeting of November 5, 2007

b. **SPECIAL EVENT LIQUOR LICENSE - ST THOMAS AQUINAS CHURCH**
   Staff is requesting that council consider a request for a special event liquor license from St. Thomas Aquinas Church, 13720 W Thomas Road for December 9, 2007 to be used in conjunction with the Handel's Messiah concert. The Council will take appropriate action.

c. **TEMPORARY EXTENSION OF PREMISES - HILTON GARDEN**
   The Council will consider a request for a temporary extension of premises for the Hilton Garden Inn, 11460 W Hilton Way for January 31, 2008. The Council will take appropriate action.

d. **AMENDMENT NO. 2 – ENTELLUS ENGINEERING – GENERAL ENGINEERING GUIDELINES**
   Staff is requesting that the City Council approve Amendment No. 2 to the professional services agreement with Entellus Engineering for the creation of the General Engineering Guidelines in the amount of $50,000 resulting in a revised total contract amount of $178,243; authorize the transfer of $25,000 from 304-1021-00-8200 to 304-1121-00-6030; the transfer of $25,000 from 501-9110-00-6180 to 501-9110-00-6830, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **AMENDMENT NO. 2 - PROFESSIONAL SERVICES AGREEMENT - LANDMARK/V3 CONSULTING ENGINEERS - VAN BUREN STREET IMPROVEMENT PROJECT**
   Staff is requesting that the City Council approve Amendment No. 2 to the professional services agreement with Landmark/V3 Consulting Engineers for the Van Buren Street Improvement Project in the

amount of $10,570 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. AWARD OF PRINTING SERVICES CONTRACT

City Staff is requesting Council award a professional services agreement to Century Graphics of Phoenix for printing services. The Council will take appropriate action.

g. DESIGN/BUILD SERVICES AGREEMENT AMENDMENT FOR THE ESTRELLA MOUNTAIN COMMUNITY COLLEGE MINI BUS CENTER PROJECT

Staff is requesting City Council approval of an amendment to the Design-Build Agreement with Hunter Contracting Co. (HCC) to include the addition of $1,709.258.31, the Guaranteed Maximum Price (GMP), for the construction of the Estrella Mountain Community College (EMCC) Mini Bus Center and parking lot. Total Cost of this project will not exceed $1,942,498.31. The Council will take appropriate action.

h. FINAL PLAT - CORONADO PROFESSIONAL OFFICES CONDO PLAT FP-07-3

The Council will consider a request for final plat approval for Coronado Professional Offices condominiums, 9 acres located on the southwest corner of Dysart Road and Osborn Road. The Council will take appropriate action.

i. RESOLUTION 2703-1107 ADOPTING THE CITY OF AVONDALE EMERGENCY OPERATIONS PLAN

The Council will consider a resolution adopting the City of Avondale Emergency Operations Plan. The Council will take appropriate action.

j. RESOLUTION 2702-1107 AND ORDINANCES 1276-1107 AND 1277-1107 AMENDING CITY CODE 15-21 POSSESSION AND SALE OF SPRAY PAINT TO MINORS AND AMENDING THE IPMC

The Council will consider a resolution declaring as a public record the document entitled City of Avondale Graffiti Ordinance, an ordinance amending the City Code Chapter 15-21 regarding possession and sale of spray paint and an ordinance amending the "Amended and Restated Avondale Amendments to the 2003 International Property Maintenance Code relating to graffiti. The Council will take appropriate action.

5 PUBLIC HEARING - CONDITIONAL USE PERMIT - GOOD NEIGHBOR SUPPORT SERVICES (CU-06-16)

The Council will hold a public hearing and will consider a Conditional Use Permit for a Social Service Support Center in the C-2 zoning district, approximately 12,000 sf at 919 N Dysart Road. The Council will take appropriate action.

6 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR PETE & MAC'S PET RESORT (CU-07-5)

The Council will hold a public hearing and will consider a request for a Conditional Use Permit for a pet boarding and day care facility and veterinary clinic in the C-2 (Community Commercial) zoning district, approximately 2.18 acres located on the north side of Rancho Santa Fe Boulevard between Dysart Road and McDowell Road. The Council will take appropriate action.

7 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR JUST BRAKES (CU-07-9)

The Council will hold a public hearing and will consider a request for a Conditional Use Permit for an auto service and diagnostic facility in the Palm Valley Planned Area Development zoning district, .75 acres located approximately 215 feet north of the northeast corner of Dysart Road and McDowell Road. The Council will take appropriate action.

8 SITE PLAN APPROVAL FOR FRESH & EASY MARKET AT COLDWATER SPRINGS PROMENADE (DR-07-18)

The Council will consider a request for site plan approval for the 1.82 acre Fresh and Easy Market pad site (pad 3) at Coldwater Springs Promenade, southeast corner of Van Buren Street and Avondale Blvd. The Council will take appropriate action.

9 FUTURE BUILDING HEIGHT ALONG 99TH AVENUE AND I-10 CORRIDOR (SP-07-03 AND SP-07-04)

The City Council will be asked to review two city initiated amendments to the North Valley Specific Area Plan (SP-07-03) and the Freeway Corridor Specific Plan (SP-07-04). The proposed amendments will increase the maximum building height allowed along portions of the 99th Avenue and I-10 corridors. This item is being presented for information only in preparation for a future public hearing.

10 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's attorney in order to consider its position and instruct the City's attorney regarding the council's position regarding a possible economic development agreement.

11 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:
Introduction of new Fire Department personnel

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Paul Adams

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To introduce to the Mayor and Council newly hired or promoted personnel in the Fire Department.

DISCUSSION:

Over the past several months a number of new personnel have been hired or promoted in the Fire Department. Those include:

Dave Strayer - Battalion Chief
Jesse Gomez - promoted to Assistant Fire Marshal
Henry Valentine - Fire Inspector
Dave Dumais - Fire Inspector
Quirino Cabrera - Fire Inspector
Arthur Bernal - Firefighter
Eric Folger - Firefighter
Steve Mayhew - Firefighter
Daniel Redman - Firefighter
Steve Snyder - Firefighter

RECOMENDATION:

This item is for information only.

ATTACHMENTS:

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No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Approval of minutes

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - St Thomas Aquinas Church

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

BACKGROUND:

The City Clerk's Office has received an application for a special event liquor license from Carl Sappenfield, representing St. Thomas Aquinas Church, to be used in conjunction with the Handel's Messiah concert.

This event will be held on Sunday, December 9, 2007 from 1:00 p.m. to 4:00 p.m., at St. Thomas Aquinas Church.

Staff has reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1) The event will be open to the public.

2) Criminal history of the applicant - A background check of the organizer, Mr. Carl Sappenfield, revealed no contact with the Avondale Police Department.

3) The event is a concert.

4) Security measures taken by the applicant – Police Department has reviewed the security plan and approved it.

5) & 6) Wine and beer will be sold in plastic cups during the intermission.

7) Has this event created any neighborhood disturbances in the past three years –no problems have been reported with similar concerts at the same location.

8) Potential for problems in the neighborhood in terms of noise, hours and time of the event - All activities will be confined to the church and no amplification will be used.

9) Length of the event – 3 hours, including intermission.

10) Sanitary facilities available to the participants – Church has facilities.

11) Is zoning appropriate - Zoning is A-1 General Industrial. Planning staff has indicated that the proposed use will not result in incompatible land uses.

12) Anticipated number of attendees - The anticipated total daily attendance is 200 at the event, 100 in the alcohol area.

13) Nature of sound amplification system – none.

14) Traffic control measures will not be necessary per the Police Department.

The required fees have been paid. The Police and Fire Departments have reviewed the applications and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff is recommending the approval of a special event liquor license for St. Thomas Aquinas Church, 13720 West Thomas Road, for the concert to be held Sunday, December 9, 2007.

ATTACHMENTS:

Click to download

- Application
- Comments

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 SPECIAL EVENT LICENSE

Fee = $25.00 per day, for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: St. Thomas Aquinas Church
2. Non-Profit/I.R.S. Tax Exempt Number: 8C-0337499
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☒ Religious
4. What is the purpose of this event? Fundraiser
5. Location of the event: 13720 W. Thomas Rd. (Avondale) Maricopa 85323
   Address of physical location (Not P.O. Box) — City — County — Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant:** Sappenfield (Last) Carl (First) Henry (Middle) — (Date of Birth)
7. Applicant's Mailing Address: 10236 S 185th Dr. (Street) Goodyear (City) AZ (State) 85338 (Zip)
8. Phone Numbers: (623) 935-2151 (Site Owner #) ( ) (Applicant's Business #) (623) 327-1285 (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	12-09-07	Sunday	2:00 PM	4:PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

Lic 0106 05/2004

***Disabled inividuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
St. Thomas Aquinas Church	13720 W Thomas Rd. Avondale AZ 85392	100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

✓ # Police ☐ Fencing
____ # Security personnel ☒ Barriers

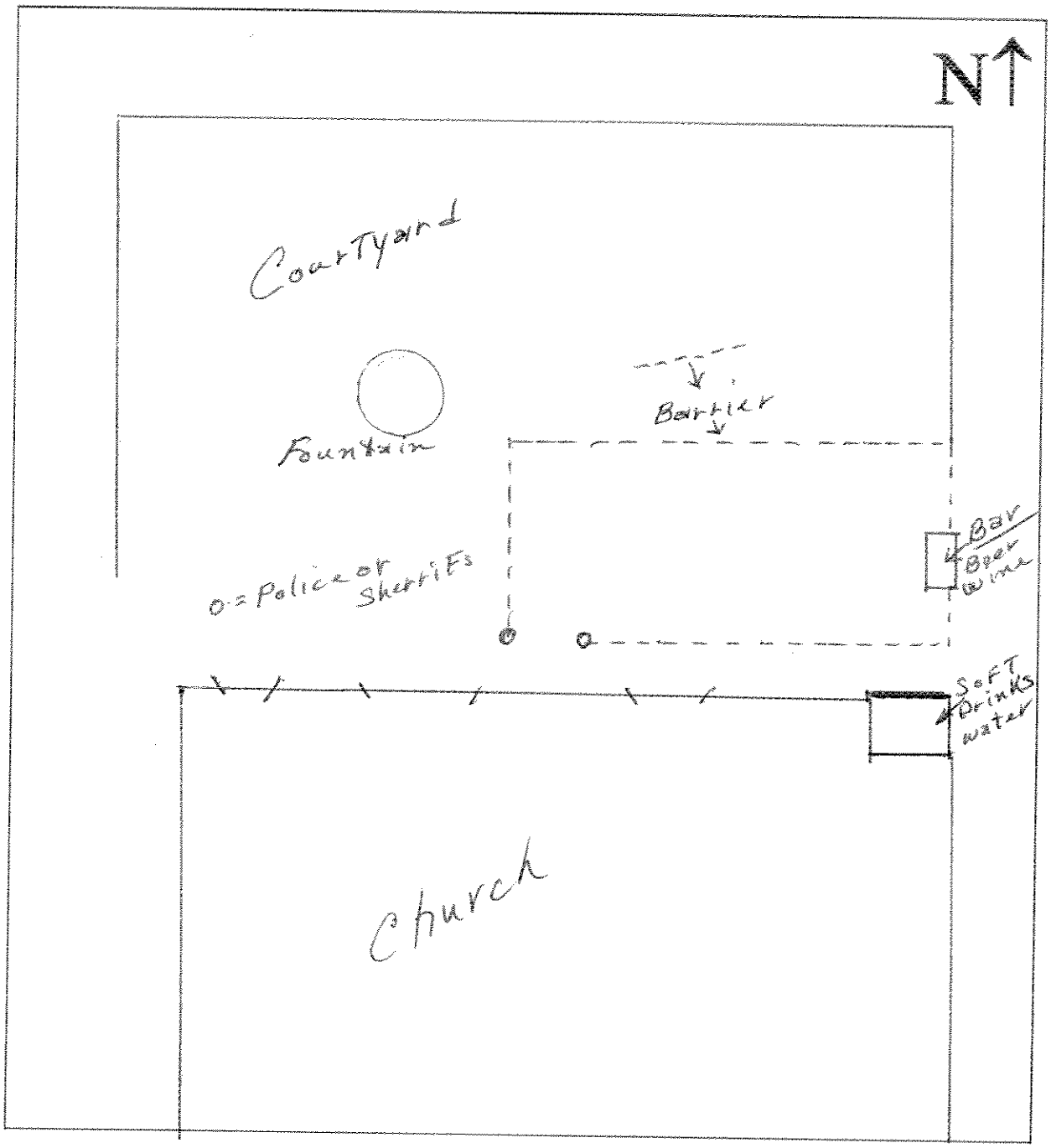
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ (_____) _____
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram <u>must</u> be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Matthew Sprinkle, declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

(Print full name)

X _____ Music Director 10/16/07 623 9352151

(Title/Position) (Date) (Phone #)

MARIA DAVIS
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 15, 2009

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
16 October 2007
Day Month Year

My Commission expires on: 12/15/2009 _____
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Carl H. Sappenfield, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

(Print full name)

X _____
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
16 October 2007
Day Month Year

MARIA DAVIS
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 15, 2009

My commission expires on: 12/15/2009 _____
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ _____ hereby recommend this special event application
(Government Official) (Title)

on behalf of _____ _____ _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ _____
(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____
(Title) (Date)

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the DIRECTOR will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of Alcoholic Beverage Sales of the special event.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-214, R19-1-244, R19-1-250.

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

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: CARL SAPPENFIELD

ORGANIZATIONS NAME: ST. THOMAS AQUINAS CHRUCH

EVENT ADDRESS: 13720 WEST THOMAS ROAD

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

PURPOSE OF EVENT: HANDEL'S MESSIAH

DEPARTMENTAL COMMENTS:

■ **APPROVED**
☐ **DENIED**

SIGNATURE

ASST CHIEF OF POLICE
TITLE

11.02.07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 7, 2007

CITY COUNCIL REPORT

SUBJECT:
Temporary Extension of Premises - Hilton Garden

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a request from Ms. Mary L Lambert for a temporary extension of premises on January 31, 2008 for Hilton Garden Inn – Series 11 – Hotel/Motel license to sell all spirituous liquors located at 11460 W Hilton Way.

BACKGROUND:

The City Clerk's Office has received an application from Mary Lambert for an extension of premises to include the parking lot between the two hotels. This extension is to be used as part of a Superbowl Celebration scheduled for January 31, 2008.
There is no fee required for this application.

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

This establishment is not within 300 feet of a church.

RECOMENDATION:

City Staff is recommending that Council approve this request for a temporary extension of premises.

ATTACHMENTS:

Click to download

- Application

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES SERIES # 15

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: MARY LAMBERT

BUSINESS NAME: HILTON GARDEN INN

ADDRESS: 11460 WEST HILTON WAY

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

PURPOSE OF EXTENSION: SUPER BOWL CELEBRATION

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Lynn Pack
SIGNATURE

ASST CHIEF OF POLICE
TITLE

11/14/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2006
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 12, 2006

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES SERIES # 15

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: MARY LAMBERT

BUSINESS NAME: HILTON GARDEN INN

ADDRESS: 11460 WEST HILTON WAY

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

PURPOSE OF EXTENSION: SUPER BOWL CELEBRATION

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

[illegible] 11/13/07
SIGNATURE **DATE**

Development Service Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 19, 2006
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 12, 2006

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 13, 2007

TO: Linda Farris, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist (623) 333-4022

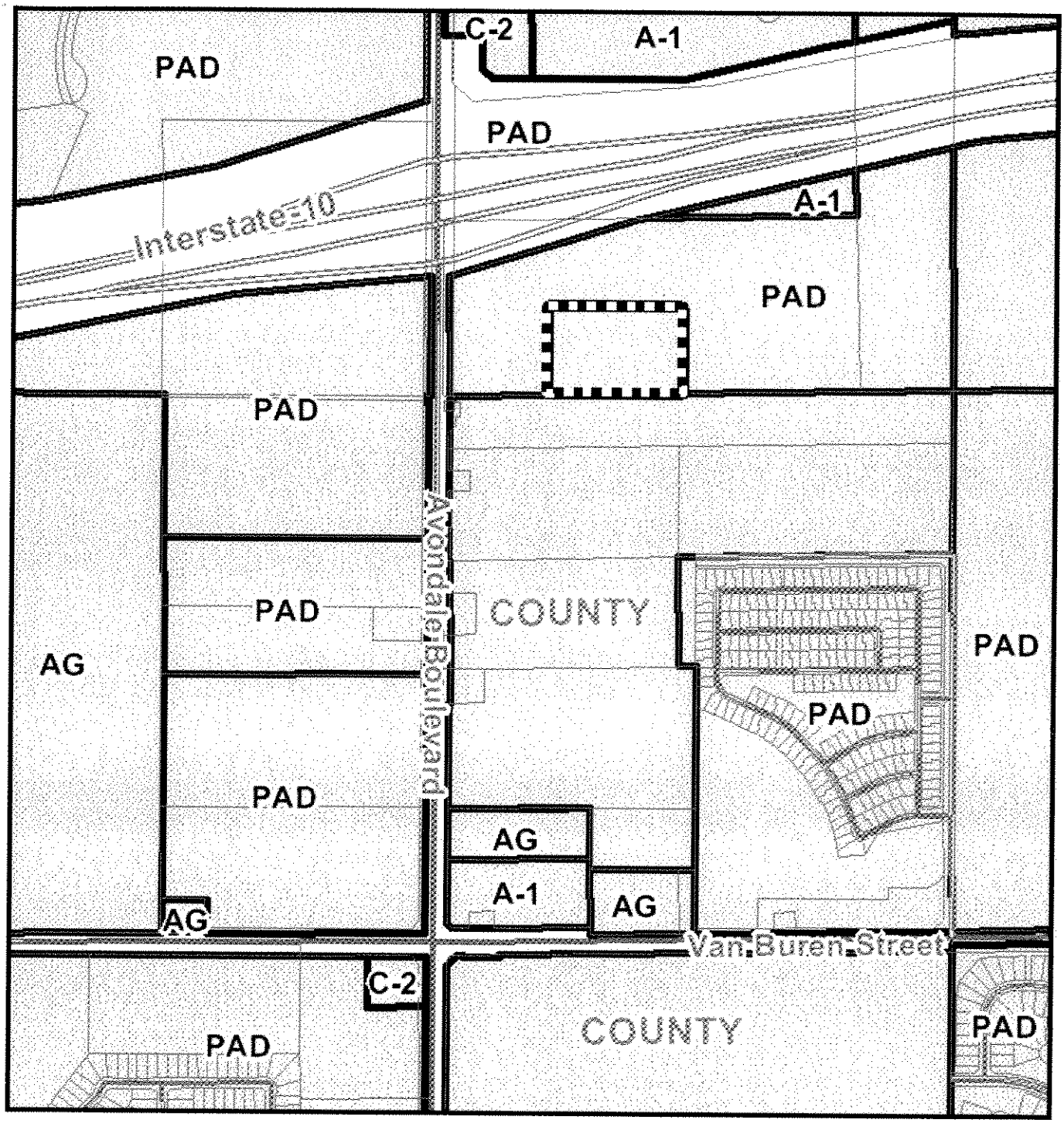
SUBJECT: Temporary Extension of Premises – Series 15 Liquor License
Hilton Garden Inn – 11460 W. Hilton Way

The site is generally located at the southeast corner of Avondale Boulevard and I-10 within the Avondale Gateway center. The Hilton Garden Inn is applying for a temporary extension of premises to allow for a 2008 Super Bowl event on January 31, 2008. This event is being held by the City of Avondale.

A Series 15 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 Freeway Commercial. The subject property is located within the Avondale Gateway PAD (Planned Area Development) District. A hotel is a permitted use in the Avondale Gateway PAD.

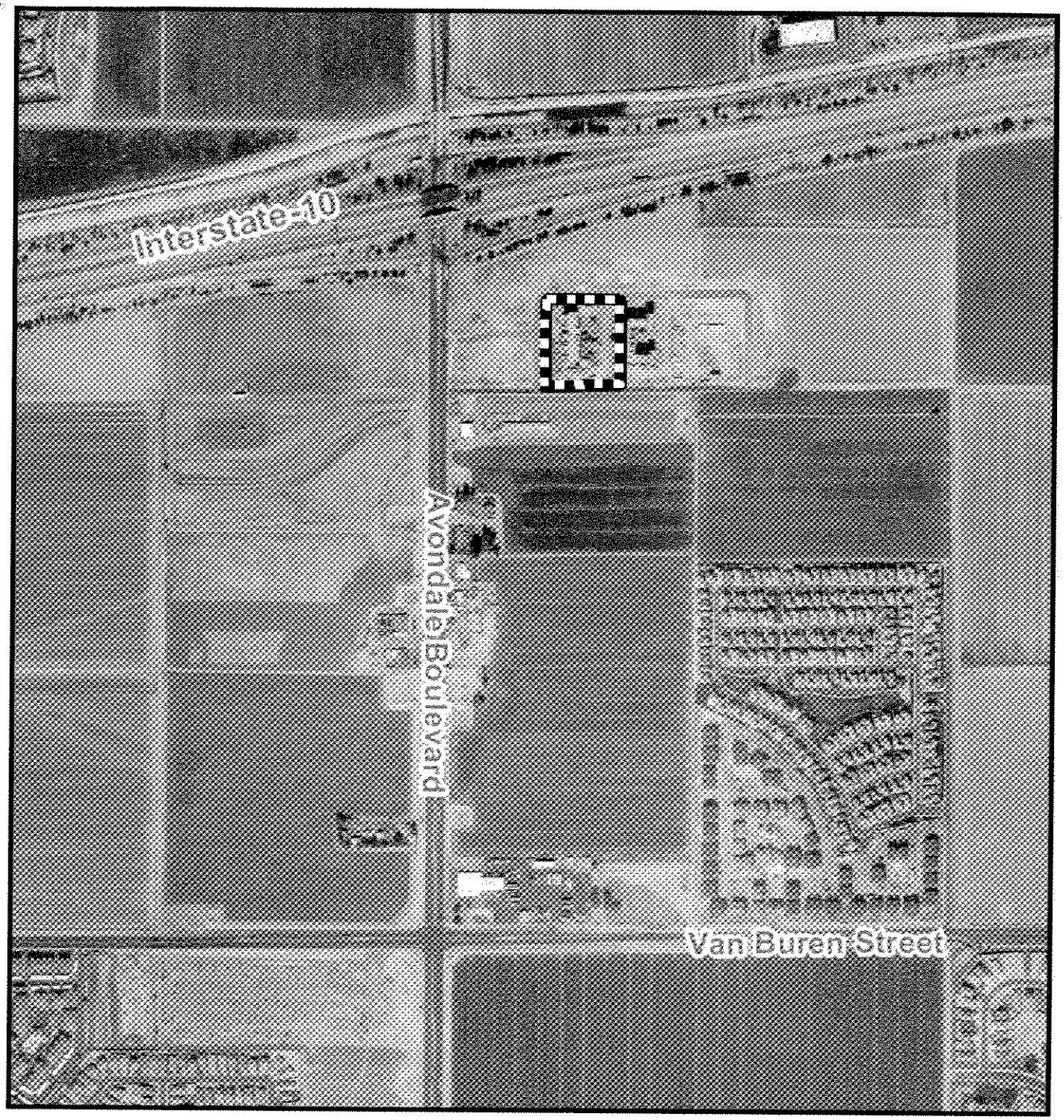
Attachment: 2007 Aerial
Zoning Vicinity Map



Zoning Vicinity Map

Avondale

Hilton Garden Inn



2007 Aerial Photograph

Avondale

Hilton Garden Inn

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 EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service – Give specific purpose of change: _____

☒ Temporary change for date(s) of: January 31, 2008

1. Licensee's Name: Lambert (Last) Mary (First) Louise (Middle)
2. Mailing Address: 11460 W. HILTON Way (City) Avondale (State) AZ (Zip) 85323
3. Business Name: Hilton Garden Inn **LICENSE #:** 11073147
4. Business Address: 11460 W. HILTON Way (City) MARICOPA (COUNTY) AZ (State) (Zip) 85323
5. Business Phone: (623) 882-3361 Residence Phone: (480) 314-1146
6. Do you understand Arizona Liquor Laws and Regulations? ☑ YES ☐ NO **FAX #** (623) 882-0667
7. Have you received approved Liquor Law Training? ☐ NO ☑ YES When? May 2006
8. What security precautions will be taken to prevent liquor violations in the extended area? City of Avondale will provide security
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☑ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

******After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature) _____ (Title) _____ (Agency) _____ (Date) _____

I, Mary Louise LAMBERT (Print full name), being first duly sworn upon my oath, depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

OFFICIAL SEAL
MICHAEL DELANY
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Comm. Expires 11-01-2009

X _____ (Signature of Owner or Agent)

State of Arizona County of Maricopa
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
30 (Day) 08 (Month) 2007 (Year)

My commission expires on: 11/01/09

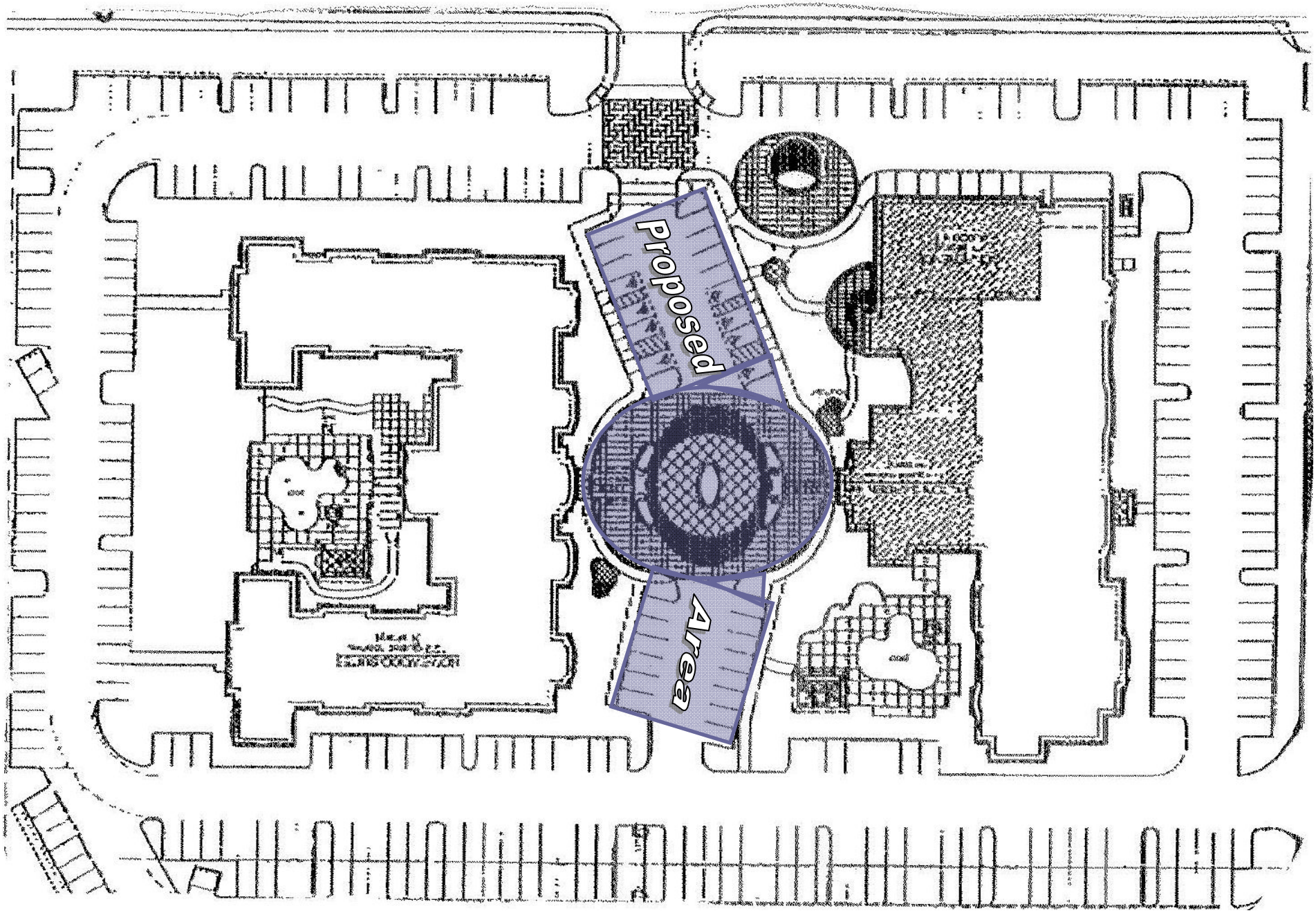
_____ (Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: _____

Director Signature required for Disapprovals _____ Date: _____

LIC 0105 05/06

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



Homewood Suites

Hilton Garden Inn

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 2 – Entellus Engineering – General Engineering Guidelines

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E.,Interim City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 2 to the Professional Services Agreement with Entellus Engineering for the creation of the General Engineering Guidelines in the amount of $50,000 resulting in a revised total contract amount of $178,243; authorize the transfer of $25,000 from 304-1021-00-8200 to 304-1121-00-6030; the transfer of $25,000 from 501-9110-00-6180 to 501-9110-00-6830, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On October 2, 2006, the City Council approved a Professional Services Agreement (PSA) with Entellus Engineering in the amount of $128,243 to provide professional engineering services for the preparation of the General Engineering Guideline Manuals. This agreement covered the simultaneous creation of two (2) separate manuals: the General Engineering Requirements (GER's) and the MAG Supplement. These documents will provide guidance to the engineering and construction community on design and construction standards for work performed within the City of Avondale. The project duration was anticipated to be six (6) months. On April 10, 2007, the City Manager approved Amendment No. 1 to the PSA to extend the contract time.

DISCUSSION:

The consultant has incurred additional costs preparing the GER's resulting in a request for additional compensation as identified in the attached Amendment No. 2. During the creation of the two (2) new manuals, staff determined that creating the General Engineering Requirements Manual and the MAG Supplement Manual simultaneously would prove inefficient. This was due to the fact that the MAG Supplement Manual requires that design issues in the GER's be finalized prior to developing associated standard specifications and details. Therefore, staff directed the consultant to work on the GER's first and follow up with the MAG Supplement. The consultant prepared a preliminary and final draft submittal of the GER's which was distributed for staff review. Due to staff workload and employee turnover, staff review of the GER's took much longer than originally anticipated causing additional schedules delays.

According to the original contract, staff was to summarize and tabulate all the review comments and submit them to the consultant for implementation. However, due to the volume of comments to be resolved, staff requested the consultant tabulate the comments to minimize impact to the revised schedule. The consultant compiled over 1200 staff comments from the draft review and over 900 staff comments on the final draft review. A substantial number of those comments were either in conflict with one another or were unclear leading to more review time then originally anticipated. Several additional comment compliance meetings had to be performed to evaluate and implement staff comments.

A draft of the City Supplement to the MAG specifications and standard details has been initiated. The consultant has provided draft copies of the City Standard Specifications in MAG format, and they are currently under review by engineering and construction staff. A packet of supplemental standard details was routed to city staff for review and approval.

Comments were compiled by City staff and submitted to the consultant to begin Computer Aided Drafting (CAD) of the new city Details. There are approximately 35 more details than anticipated in the original contract.

The additional Scope of Services for Amendment No. 2 includes the following elements:

- Additional meeting time for the resolution and implementation of the rough draft comments.
- Additional meeting time for the resolution and implementation of final draft comments.
- Additional submittal of the General Engineering Requirements Manual for Development Services Department review under the direction of the new Development Services Department Director.
- Compilation of staff comments into a comment compliance matrix:
  First draft (24 sets of comments)
  Additional submittal for Development Services Department (3 sets of comments)

  Final Draft (32 sets of comments)
- Additional time due to extensive delay of city reviews.
- Additional time for 20 additional standard details.

SCHEDULE:

Amendment No. 2 will affect the original schedule. Listed below are the remaining major milestones for completion of the two (2) manuals:

<u>General Engineering Requirements:</u>

Stakeholder final review:	Oct 4, 2007
Final revisions completed:	Oct 29, 2007
City Code review complete:	Nov 19, 2007
City Attorney review:	Dec 10, 2007
Council adoption:	Dec 17, 2007

<u>Supplement to MAG Specifications and Details:</u>

Draft to staff for review:	Oct 22, 2007
Final stakeholders review:	Nov, 19, 2007
Final comments due:	Dec 17, 2007
Final revisions due:	Jan 14, 2008
City Attorney review:	Feb 4, 2008
Council adoption:	Feb 18, 2008

BUDGETARY IMPACT:

The original contract was approved by City Council in the amount of $128,243. Amendment No. 1 was approved by the City Manager and merely extended the contract termination date to August 3, 2007. Amendment No. 2 to the Professional Services Agreement with Entellus Engineering will require the additional funding of $50,000. $25,000 will be paid from the 501 operations fund, and $25,000 will be allocated from the 304 streets fund. To accomplish the allocation of the additional funding, $25,000 will be transferred from line item 304-1021-00-8200 to line item 304-1121-00-6030, and $25,000 will be transferred from line item 501-9110-00-6180 to line item 501-9110-00-6830.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Entellus Engineering for the creation of the General Engineering Guidelines in the amount of $50,000 resulting in a revised total contract amount of $178,243; authorize the transfer of $25,000 from 304-1021-00-8200 to 304-1121-00-6030; the transfer of $25,000 from 501-9110-00-6180 to 501-9110-00-6830; and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ENTELLUS, INC.

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of November 19, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Entellus, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into that certain Professional Services Agreement dated October 2, 2006 (the "Initial Agreement"), to provide services to facilitate the compilation of existing information and to coordinate the revision of the City's general engineering requirements and a City supplement to the MAG Specifications. The Initial Agreement was amended once on March 30, 2007, to extend the term of the agreement (the "First Amendment"). Collectively the Initial Agreement and the First Amendment are referred to herein as the "Agreement."

B. The City has determined that additional professional services are required from the Consultant due to modifications requested by the City to the scope of work (the "Additional Services").

C. The City and the Consultant desire to enter into this Second Amendment to (i) extend the term of the Agreement (ii) add the modifications required for the project's Additional Services and (iii) increase Consultant's compensation by $50,000.74.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement shall be extended until March 8, 2008.

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

3. Compensation. The Consultant's total compensation under the Agreement shall be increased in an amount not to exceed $50,000.74, from $128,243.00 to $178,243.74 as consideration for the Additional Services as set forth in Exhibit A and Exhibit B.

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

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

6. Conflict of Interest. This Second Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

ENTELLUS, INC.,
an Arizona 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 ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of ENTELLUS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

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

[Additional Services]

See following pages.

EXHIBIT A
Scope of Work

City of Avondale Project No. ST-1121
Entellus Project No. 435.010

General Engineering Requirements, Construction Specifications, and Standard Details

AMENDMENT NO. 2

Entellus was initially retained to prepare The General Engineering Requirements (GER) Manual, and The Construction Specifications, and Standard Details (Renamed to The City of Avondale Supplement to MAG Specifications and Details) for the City of Avondale. The original schedule was based on the City's priority and need for the project at the time. The schedule was later changed during the development of the manuals based upon City of Avondale's difficulty with scheduling meetings, providing reviews, and comment resolution in a timely manner. The delay has introduced the need to prepare the two manuals under separate distinct review processes. Entellus received a no-cost Amendment (#1) from the City extending the contract schedule from six (6) months to ten (10) months to accommodate the separation of the effort. The General Engineering Requirements manual is near completion and is anticipated to be completed in December 2007. The City of Avondale Supplement to MAG manual is delayed and is scheduled for completion in February 2008.

As a result of this change in delivery method, there are some additional services that will be required from Entellus including the need for additional support for cataloging and resolving the review comments, additional coordination meetings, and additional submittals of the General Engineering Requirements. This creates a need for some additional administrative and coordination time, as well as reduces the opportunities for some efficiency in the preparation of the documents. Listed below are five specific items of work not originally included in the scope of work and where additional services are required.

To complete the project as outlined in this Amendment will require that the Professional Services Agreement time be extended. The term of the Agreement shall be extended to March 8, 2008.

Specific Items of Work

7.0 Additional Coordination Efforts

The original scope of work anticipated approximately 15 meetings including 120 hours for the collating, review, and processing of review comments. Based upon

City of Avondale staff work load, and response to the draft General Engineering Requirements, Entellus was required to finish the compilation of the review comments, and spent additional time for reviews and in meetings to discuss comments and in resolving and incorporating those comments into the pre-final draft.

Reimbursable expenses shall include mileage, reproduction and binding as outlined in **Exhibit B**.

8.0 Separate Submittals for General Engineering Requirements Manual and City of Avondale Supplement to MAG Specifications and Details Manual

It was determined that the project would need to separate the General Engineering Requirements from other work products. After the start of the project, it was determined that Entellus should focus on the preparation of the General Engineering Requirements, and the preparation of the City of Avondale Supplement to MAG Specifications and Details Manual would occur at a later time. While the effort to prepare the General Engineering Requirements did not increase, the need now to go back and prepare Construction Specifications and Standard Details at another time through an extended schedule will require that Entellus provide additional administrative and coordination time in the preparation of these documents. Additional coordination meetings will be needed and a separate public and stakeholder review process is also needed.

9.0 Additional Deliverables and Submittals

Entellus will prepare an additional draft submittal of the General Engineering Requirements manual in order to incorporate significant revisions to Chapter 2 as well as other additional comments. This additional submittal was not included in the original scope of work, but is necessary for the completion of the project.

10.0 Additional Collation of Feedback

Entellus will prepare a collation spread sheet with all the comments received from the twenty-five (25) copies of the pre-final draft submitted for review comments from the Engineering Community and City Departments. The collation spread sheet will be submitted for review by City staff and Entellus will assist with the resolution of the comments.

11.0 Additional AutoCAD Drafting of City Standard Details

11.1 Entellus' original scope of work included preparation or editing of 60 detail drawings and a contingency item for an additional 40 detail drawings

totaling 100 drawings. A total of 120 standard detail drawings are anticipated. Entellus will prepare an additional 20 standard detail drawings.

12.0 Allowance for Extra Work

This allowance shall cover other unforeseen work that is not addressed in the original Professional Services Agreement or has not been covered in the scope of the above items. Written authorization for expenditures from the Allowance shall be obtained from the City's Project Manager prior to the start of work. The maximum work authorized under this allowance shall not exceed $10,000.00.

An example of the extra work may occur with the AutoCAD drafting of the Standard Details. The complexity and level of detail required for the standard details was not available to Entellus until late in the project's time line.

EXHIBIT B
TO
SECOND AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ENTELLUS, INC.

[Consultant's Compensation]

See following page.

City of Avondale
Documentation Consultant for
Engineering Guidelines, Construction Specifiations,
& Standard Details
AMENDENT NO. 2 (City of Avondale Project No, ST-1121)
EXHIBIT B

Entellus No. 435.010
October 30, 2007

			SR. PE	PM	DSNR	CADD	CLER	ENTELLUS	SUB		BASIC
			$165	$126	$104	$69	$50	LABOR	FEES	REIMB*	SERVICES
1.0	**Data Collection**										
	1.1	Obtain design standards, etc. from City staff						$0			$0
	1.2	Obtain pertinent information from state, county and city agencies						$0			$0
2.0	**Coordination**										
	2.1	Project Manager						$0			$0
	2.2	Client Departments						$0			$0
	2.3	Development & Engineering Community						$0			$0
	2.4	City Attorney's Office and / or Planning Department						$0			$0
3.0	**Development of City of Avondale *General Engineering Requirements***										
	3.1	Review existing Engineering Design Standards & prepare 1st draft for review						$0			$0
	3.2	Review draft comments from City & incorporate into pre-final draft						$0			$0
	3.3	Compile & analyze feedback received for Development & Engineering Community						$0			$0
	3.4	Prepare final draft for Engineering staff						$0			$0
	3.5	Assist Engineering staff in presentation to Project Managers						$0			$0
4.0	**Development of the *Construction Specifications and Standard Details***										
	4.1	Review existing Construction Specifications & prepare 1st draft for review						$0			$0
	4.2	Review draft comments for City & incorporate into pre-final draft						$0			$0
	4.3	Compile & analyze feedback received for Development & Engineering Community						$0			$0
	4.4	Prepare final draft for Engineering staff						$0			$0
	4.5	Assist Engineering staff in presentation to Project Managers						$0			$0
	4.6	Create City of Avondale Standard Detail Drawing (60 Detail Drawings)						$0			
5.0	**Submittals**										
	5.1	Table of Contents and Format						$0			$0
	5.2	First Draft						$0			$0
	5.3	Pre-final Draft						$0			$0
	5.4	Final Comments - submit for approval						$0			$0
		Sub-Total Basic Services	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**
6.0	**Contingency Items**										
	6.1	Additional AutoCAD Details, Etc.(40 Detail Drawings)						$0			$0
	6.2	Additional Stakeholder and Technical Discipline Meetings (6 Meetings)						$0			$0
7.0	**Additional Coordination Efforts**		4	6	52		60	$9,824		$580	$10,404
8.0	**Separate Submittals for General Engineering Manual and Supplement to MAG Manual**		2	2	46		64	$8,566			$8,566
9.0	**Additional Deliverables and Submittals**		4	4	40		60	$8,324			$8,324
10.0	**Additional Colation of Feedback**		2	2	40		64	$7,942			$7,942
11.0	**Additional AutoCAD Drafting of City Standard Details**										
	11.1	Additional AutoCAD Details, Etc.(20 Detail Drawings)			6	60		$4,764			$4,764
		Sub-Total Amentment No. 2 Services						**$39,420**			
12.0	**Allowance for Extra Work**							$10,000			$10,000
		TOTAL FEES	12	14	184	60	248	**$49,420**		**$580**	**$50,000**

* REIMB (Reimbursable Expenses)

- Mileage (42 miles round-trip, $0.485 per mile) - anticipated two (2) trips	$ 40.74
- Reproduction (150 pages, $0.10 per page) - anticipated 15 copies for each of two submittals	$ 450.00
- Binding (15 copies, $3.00 per copy) - two submittals	$ 90.00
	$ 580.74

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 2 - Professional Services Agreement - Landmark/V3 Consulting Engineers - Van Buren Street Improvement Project

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E.,Interim City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 2 to the Professional Services Agreement with Landmark/V3 Consulting Engineers for the Van Buren Street Improvement Project to add design services for preparing stand-alone waterline plans in the amount of $10,570 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On October 24, 2005, the City Council approved a Professional Services Agreement (PSA) with Landmark/V3 Consulting Engineers in the amount of $98,685 to provide professional engineering services for the design and preparation of construction documents for a 16" well transmission line and roadway widening improvements on Van Buren Street from Fairway Drive to the Agua Fria Bridge.

On May 15, 2006, City Council approved Amendment No. 1 to the PSA with Landmark/V3 Consulting Engineers for the Van Buren Street Improvement Project to add design services for a reclaimed waterline, a pedestrian underpass, and a storm drain system, in the amount of $107,805. This was based upon recommendations from the City's Engineering, Water Resources, and Parks, Recreation and Library Departments who identified additional items to be included in the original scope of work. These items would ultimately prevent costly construction and alleviate the need to cut open a newly constructed road. All three (3) departments have projects programmed that impact this segment of Van Buren Street. The plans are currently 95% complete and staff is attempting to acquire needed right-of-way for the project and relocate utilities in order to clear the way for the construction of the pedestrian box culvert.

DISCUSSION:

In April 2007, the City's Water Resources Department completed a Surface Water Treatment Opportunities and Analysis study. This study looked at both the quantity and quality of surface water and groundwater resources for the City of Avondale through build-out. The City of Avondale's current water supply consists of Salt River Project (SRP) surface water, Central Arizona Project (CAP) surface water and groundwater. The City utilizes groundwater production wells to recover the stored water credits throughout its service area for introduction into the potable water distribution system.
The study projected that half of the City's water supplies will come from surface waters for the annual average water demand at build-out; therefore, the City must rely on groundwater credits to meet its projected water demands. The study further recommended that the City should construct fifteen (15) new groundwater production wells by fiscal year 2010. Based on evaluation of projected CIP funding, staff has programmed the construction of two (2) new wells per year over the next five (5) years.

Currently, the City is developing Well No. 22 and Well No. 25 to meet the projected water demands for fiscal year 2008. Well No. 25 is located just east of the City's Coldwater Springs Booster Station. Staff anticipates

that the construction of Well No. 25 will be complete by April 2008. In order to connect this new well to the City's potable water distribution system, a 16-inch waterline will need to be constructed from Well No. 25 to the Coldwater Springs Booster Station. To support this, staff has included the design of a 16-inch waterline from the bridge crossing the Agua Fria River to a point approximately 700 feet west of Fairway Drive within the scope of the Van Buren Street – Bridge to Fairway Transportation Project.

However, because of right-of-way and utility conflict issues associated with the transportation project, the schedule for the completion of the waterline and transportation components of the project no longer align. The Water Resources Department has requested that the waterline be constructed separately from the transportation project in order to meet the timeline for increasing the capacity of the City potable water distribution system.

The scope of services for Amendment No. 2 would revise the current plans, estimates and technical specifications by removing the waterline component and developing two (2) separate plan sets complete with estimates and technical specifications. Additional scope of work items include:

- Revising and updating the current improvement plans
- Creating new waterline plans
- Revising the design to the well transmission line
- Updating the existing waterline sheets
- Revising and preparing two (2) separate sets of technical specifications
- Revising and preparing two (2) separate Engineer's Estimates
- Additional Project Coordination

SCHEDULE:

The preparation of stand alone construction documents will require nine (9) weeks from notice to proceed. Amendment No. 2 will add approximately three (3) months to the original schedule. Listed below is the revised schedule for design and construction of the waterline plans and the original plans:

Design - Waterline Component:
Notice-to-Proceed on Amendment No. 2 – December 20, 2007
Final Design – February 22, 2008

Construction - Waterline Component:
Bid Award – March 27, 2008
Begin Construction – April 27, 2008
End Construction – May 29, 2008

BUDGETARY IMPACT:

The original contract for the professional engineering services was $98,685; Amendment No.1 for additional services was for $107,805; Amendment No. 2 for preparing stand-alone waterline plans is $10,570; resulting in a revised total contract amount of $217,060. Funding for this project is available in the Water Fund Line Item No. 514-1089-00-8520.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Landmark/V3 Consulting Engineers for the Van Buren Street Improvement Project to add design services for the preparation of stand-alone waterline plans in the amount of $10,570 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

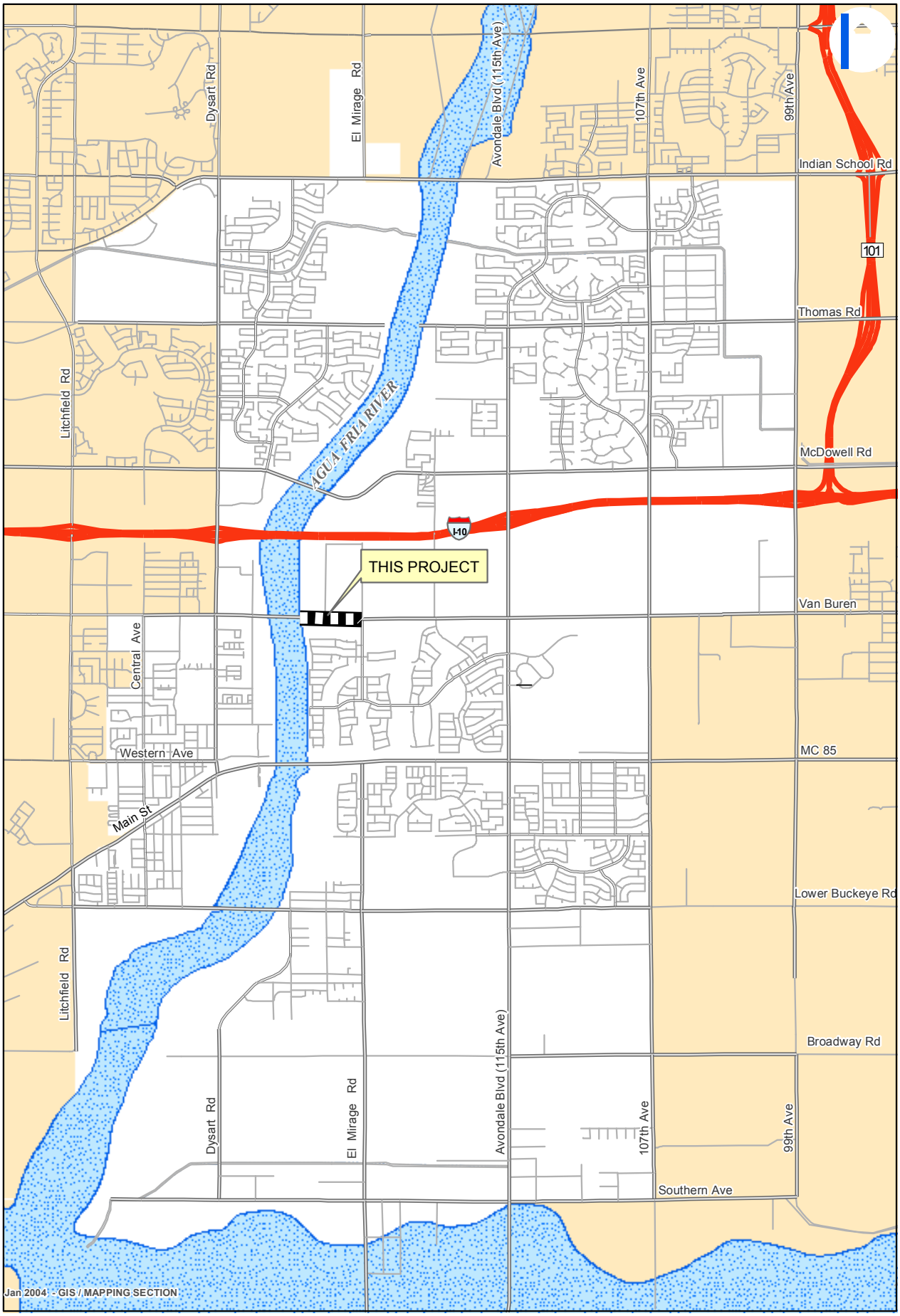
ATTACHMENTS:

Click to download

- Vicinity Map

PSA - Landmark

VICINITY MAP



CITY OF AVONDALE

Van Buren St Improvements

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
V3 COMPANIES OF ARIZONA LTD.

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of November 19, 2007, between the City of Avondale, an Arizona municipal corporation ("City"), and V3 Companies of Arizona Ltd., formerly known as V3/Landmark LTD. (FN), formerly known as Landmark Engineering, Inc., a Nevada corporation ("Consultant").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated October 24, 2005 (the "Initial Agreement"), for the City's Van Buren Street Improvement Project. The Initial Agreement was amended once on May 15, 2006, to provide for additional services for a subsurface pedestrian crossing, a 24-inch diameter reclaimed waterline extension and a storm drain/tailwater drain pipe extension (the "First Amendment"). Collectively the Initial Agreement and the First Amendment are referred to herein as the "Agreement."

B. The City has determined that it is necessary to extend the term of the Agreement and to revise the scope of the professional services due to the City's accelerated construction schedule of the water improvements. The revised Scope of Work includes removing the proposed water system improvements and preparing a new separate set of water plan construction documents (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement shall be extended until January 31, 2008.

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

3. Compensation. The Consultant's total compensation under the Agreement shall be increased by $10,570.00 from $206,490.00 to $217,060.00, as consideration for the Additional Services.

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

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

6. Conflict of Interest. This Second Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

V3 COMPANIES OF ARIZONA LTD., a Nevada corporation

By:_____

Name:_____

Title:_____

(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 V3 COMPANIES OF ARIZONA LTD., a Nevada corporation, on behalf of such corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
V3 COMPANIES OF ARIZONA, LTD.

[Additional Services]

See following pages.

VAN BUREN STREET IMPROVEMENTS
V3 Job #A05271

CHANGE ORDER REQUEST NO. 2

PROPOSED SCOPE OF WORK
FOR
BREAKOUT OF WATER PLANS AND SPECIFICATIONS

1.0 INTRODUCTION

V3 Companies of Arizona, Ltd. (V3) has been asked by the City of Avondale Engineering Department (City) personnel to add to its scope of work for the Van Buren Street Improvements project. The City of Avondale has requested that the current plans be altered to remove all proposed water system improvements completely and prepare a new separate set of water plan construction documents. This has been necessitated by the City of Avondale's need to accelerate the schedule for construction of the water improvements. This work is outside of the original scope of work.

2.0 SCOPE OF WORK ELEMENTS

The scope of work for the above-referenced project will be modified as follows to incorporate the requested work elements.

A. Revisions and Updating of Current Improvement Plans:
   - Removing existing water plan/profile sheets
   - Remove construction notes/quantities
   - Revise water references; revise construction notes
   - Revise sheet numbering and references

B. Creation of New Water Plans:
   - Add cover sheet
   - Assemble plan set; revise sheet references/numbering

C. Design Changes to Well Transmission Line:
   - Utilize rotated tee at new well location as opposed to providing dip section
   - Resolve connection to new well; remain at deep elevation or raise to 4" cover

D. Update Water Plan Profile Sheets:
   - Changes to Improvement Plan references
   - Add water supply and callouts to plans
   - Revise plan window/adjust sheet limits as needed

E. Revise and Prepare Two Separate Sets of Specifications:
   - This work will involve breaking the water components out of the original project specifications and preparing a new separate set of specifications to accompany the "stand alone" water plans. A new specification will also be prepared to address the issue of pavement replacement.

3.0 PROJECT COORDINATION AND MEETINGS

In order to facilitate timely and cost-effective execution, V3 will coordinate and integrate project tasks and elements to effectively address project milestones. V3 understands that the following additional meetings will be undertaken as part of the additional elements for this project:

- Two (2) additional project coordination meetings with the City of Avondale.
- One (1) project coordination meeting with the Maricopa County Environmental Services Department.

4.0 COST ESTIMATES

V3 will prepare a separate engineering cost estimate for the water plans to be prepared under this change order at the 100% submittal. Plan sheet quantity summaries will be provided as supporting information for the cost estimate.

5.0 REIMBURSABLES (ALLOWANCE)

Printing, plotting, MCESD fees, delivery and express mail charges will be billed at cost plus fifteen (15) percent in addition to project fees.

Van Buren Street Improvements

Job No. 05271

Change Order Request No. 2

PROFESSIONAL SERVICES	*ESTIMATED MANHOURS LISTED BY JOB CATEGORY AND RATE [$/HR]*											*TOTALS*	
	195.00	140.00	120.00	95.00	90.00	55.00	165.00	110.00	80.00				
	PRINCIPAL ENGINEER	SENIOR ENGINEER	SENIOR HYDROLOGIST	SENIOR DESIGNER	STAFF ENGINEER II (E.I.T.)	ADMINISTRATIVE I	SURVEY (GPS)	REGISTERED LAND SURVEYOR	SURVEY TECHNICIAN	SUB-CONSULTANT/REVIEW FEES [$]	REIMBURSIBLE FEES [$]	MANHOURS [hrs]	FEES [$]
PROJECT COORDINATION & MEETINGS	--	4	--	8	--		--	--	--	--	--	12	$ 1,320.00
REVISE & UPDATE CURRENT IMPROVEMENT PLANS	--	2	--	12	--	--				--	--	14	$ 1,420.00
CREATE NEW WATER PLANS	--	2		10			--	--	--	--	--	12	$ 1,230.00
DESIGN CHANGES TO WELL TRANSMISSION LINE	--	2	--	8	--		--	--	--	--	--	10	$ 1,040.00
UPDATE WATER PLAN PROFILE SHEETS (4 SHEETS)	--	2	--	16	--	0	--	--	--	--	--	18	$ 1,800.00
REVISE & SEPARATE OUT SPECIFICATIONS (2 SETS)	--	8	--	8	--	4	--	--	--	--	--	20	$ 2,100.00
COST ESTIMATE		2		4								6	$ 660.00
TOTAL MANHOURS [hrs]	0.0	22.0	0.0	66.0	0.0	4.0	0.0	0.0	0.0	0	--	92	$9,570.00
REIMBURSEABLES, PLOTS, PRINTING	--		--				--	--	--	--	--		$ 1,000.00
TOTAL ESTIMATED FEE [$]	0	3,080	0	6,270	0	220	0	0	0	*TOTAL ESTIMATED FEE*			$ 10,570.00

VAN BUREN STREET IMPROVEMENTS
CITY OF AVONDALE
DESIGN SCHEDULE
FOR
BREAKOUT OF WATER PLANS
(CHANGE ORDER NO. 2)

Work Item	Task Duration /Timeline from Notice to Proceed									
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
PROJECT COORDINATION & MEETINGS										
REVISE & UPDATE CURRENT IMPROVEMENT PLANS										
CREATE NEW WATER PLANS										
DESIGN CHANGES TO WELL TRANSMISSION LINE										
UPDATE WATER PLAN PROFILES										
REVISE & SEPARATE OUT SPECIFICATIONS										
REVIEW BY CITY OF AVONDALE									▲	Final approval
REVIEW BY MCESD (assumes 4 weeks)									▲	Approval to Construct

CITY COUNCIL REPORT

SUBJECT:
Award of Printing Services Contract

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Pier Simeri

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To award a professional services agreement between the City of Avondale and Century Graphics of Phoenix for printing services.

BACKGROUND:

The City of Avondale spends thousands of dollars each year on printing services. In an effort to streamline the multiple printing projects required by the various departments within the organization, and to ensure that the City receives the best quality printing at a competitive price, a Request for Proposal for Printing Services (RFP) was issued. The Community Relations & Public Affairs Department coordinated with the Finance Department to identify the major printing projects in the City (ranging from annual reports to public education brochures) to ensure that the potential bidders would be capable of producing these projects and to have the biggest impact on cost.

DISCUSSION:

A competitive bidding process was conducted by the Finance Department in accordance with the City's purchasing policies and procedures. The request for proposal was advertised on the City website and also in the West Valley View on August 7, 2007 under legal notices. Bidders were invited in for a pre-submittal conference on August 23, 2007 at Avondale City Hall where they had the opportunity to view the materials included in the bid and to ask questions. The bidding process concluded at 3:00 pm MST on September 6, 2007. On October 12, 2007, a five-member panel reviewed the qualifications and then the pricing structure of each of the qualifying bids. The review panel came to the unanimous decision that Century Graphics was well qualified to handle Avondale's wide variety of printing needs, and that it offered the most competitive pricing options.

RECOMENDATION:

Staff recommends that the City Council approve the contract for Printing Services between the City of Avondale and Century Graphics.

ATTACHMENTS:

Click to download

- PSA - Century Graphics

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CENTURY GRAPHICS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of November 19, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Century Graphics, an Arizona 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 printing services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 19, 2008.

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

3. Compensation. The City shall pay Consultant a price not to exceed $200,000.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit A and incorporated herein by reference.

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

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

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

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

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

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

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

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

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

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

13. Termination; Cancellation.

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

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

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

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

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

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington Street, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Century Graphics, Inc. 2960 Grand Avenue Phoenix, Arizona 85017 Facsimile: 602-271-4064 Attn: Barbara A. Knight, President

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, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

CENTURY GRAPHICS, INC., an Arizona 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 ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of CENTURY GRAPHICS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CENTURY GRAPHICS, INC.

[Scope of Work and Consultant's Compensation]

See following pages.

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38995a

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 1. ANNUAL REPORT CALENDAR – 28 PAGES PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 100# VELVET BOOK
COVER: 80# VELVET COVER

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: TEXT: 4 CP / 4 CP
COVER: 4 CP + VARNISH / 4 CP + VARNISH

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING: SADDLESTITCH 11" WAY; DRILL 1 HOLE 1/8" DIAMETER

PACKAGING / DELIVERY: BOX: 2,500 SKID: BALANCE FOB: AVONDALE

NOTES:

PRICE*:

	27,000	$ per Unit
	$ 15,754.00	.5835 ea
SALES TAX – 8.1%	$ 1,276.07	
TOTAL	$ 17,030.07	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 39012

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 2. ANNUAL BUDGET & FINANCIAL PLAN – 300 PAGES – 5 TABS PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 60# OFFSET
COVER & TABS: 10 PT. C1S COVER

PAPER SUBJECT TO PRICE AND AVAILABILITY

INK COLOR:
FRONT COVER: 4 CP / 0
BACK COVER: 0 / 0
TABS: K / K
TEXT 1 (240 PAGES): K / K
TEXT 2 (60 PAGES): K + PMS / K + PMS

BLEEDS: TEXT: NO
COVER: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson – cover

BINDING/FINISHING: GBC BIND – BIND GBC WITH WHITE PRINTING

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:

	50	$ per Unit
	$ 2,600.00	52.00 ea
SALES TAX – 8.1%	$ 210.60	
TOTAL	$ 2,810.60	

Century
Graphics
2960 GRAND AVENUE • PHOENIX, ARIZONA 85017 • (602) 271- 4060 • FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 39013

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 3. COMPREHENSIVE ANNUAL FINANCIAL REPORT – 140 PAGES PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 70# OPAQUE OFFSET
COVER & TABS: 10 PT. C1S COVER

PAPER SUBJECT TO PRICE AND AVAILABILITY

INK COLOR: FRONT COVER: 4 CP / 0
BACK COVER: 0 / 0
TABS: K / K
TEXT: K / K

BLEEDS: TEXT: NO
COVER: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
____ Epson

BINDING/FINISHING: PLASTICOIL BINDING BLACK

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:	50	$ per Unit
	$ 1,323.00	$26.46 ea
SALES TAX – 8.1%	$ 107.16	
TOTAL	$ 1,430.16	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38995b

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 4. ANNUAL WATER CONSUMER CONFIDENCE REPORT CALENDAR – 28 PAGES PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 100# VELVET BOOK
COVER: 80# VELVET COVER

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: TEXT: 4 CP / 4 CP
COVER: 4 CP + VARNISH / 4 CP + VARNISH

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING: SADDLESTITCH 11" WAY; DRILL 1 HOLE 1/8" DIAMETER

PACKAGING / DELIVERY: BOX: 2,500 SKID: BALANCE FOB: AVONDALE

NOTES:

PRICE*:

	27,000	$ per Unit
	$ 15,754.00	.5835 ea
SALES TAX – 8.1%	$ 1,276.07	
TOTAL	$ 17,030.07	

Century
Graphics
2960 GRAND AVENUE • PHOENIX, ARIZONA 85017 • (602) 271- 4060 • FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38997

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 5. RAVE MAGAZINE
– 24, 28 OR 32 PAGE SELF COVER

SIZE: 9" X 11.750" OPTION: 9" X 11.250"

STOCK : 80# GLOSS BOOK

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: 4 CP / 4 CP

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING: SADDLESTITCH 11 ¾" WAY

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:	28,000	$ per Unit
9" X 11.750":		
32 PAGES	$ 12,892.00	.46043 ea
SALES TAX – 8.1%	$ 1,044.25	
TOTAL	$ 13,936.25	
28 PAGES	$ 12,449.00	.44461 ea
SALES TAX – 8.1%	$ 1,008.37	
TOTAL	$ 13,457.37	
24 PAGES	$ 10,391.00	.37111 ea
SALES TAX – 8.1%	$ 841.67	
TOTAL	$ 11,232.67	

	28,000	$ per Unit
OPTION: 9" X 11.250":		
32 PAGES	$ 10,766.00	.3845 ea
SALES TAX – 8.1%	$ 872.05	
TOTAL	$ 11,638.05	
28 PAGES	$ 11,440.00	.4086 ea
SALES TAX – 8.1%	$ 926.64	
TOTAL	$ 12,366.64	
24 PAGES	$ 9,237.00	.3299 ea
SALES TAX – 8.1%	$ 748.20	
TOTAL	$ 9,985.20	

Century
Graphics
2960 GRAND AVENUE • PHOENIX, ARIZONA 85017 • (602) 271- 4060 • FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38994

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 6. POSTERS

SIZE: 11" X 17"

STOCK : 100# GLOSS BOOK

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: 4 CP / 0

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING:

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:

	1,000	$ per Unit
	$ 363.00	.363 each
SALES TAX – 8.1%	$ 29.40	
TOTAL	$ 392.40	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38995a

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 1. ANNUAL REPORT CALENDAR – 28 PAGES PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 100# VELVET BOOK
COVER: 80# VELVET COVER

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: TEXT: 4 CP / 4 CP
COVER: 4 CP + VARNISH / 4 CP + VARNISH

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING: SADDLESTITCH 11" WAY; DRILL 1 HOLE 1/8" DIAMETER

PACKAGING / DELIVERY: BOX: 2,500 SKID: BALANCE FOB: AVONDALE

NOTES:

PRICE*:

	27,000	$ per Unit
	$ 15,754.00	.5835 ea
SALES TAX – 8.1%	$ 1,276.07	
TOTAL	$ 17,030.07	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 39012

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 2. ANNUAL BUDGET & FINANCIAL PLAN – 300 PAGES – 5 TABS PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 60# OFFSET
COVER & TABS: 10 PT. C1S COVER

PAPER SUBJECT TO PRICE AND AVAILABILITY

INK COLOR:
FRONT COVER: 4 CP / 0
BACK COVER: 0 / 0
TABS: K / K
TEXT 1 (240 PAGES): K / K
TEXT 2 (60 PAGES): K + PMS / K + PMS

BLEEDS: TEXT: NO
COVER: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson – cover

BINDING/FINISHING: GBC BIND – BIND GBC WITH WHITE PRINTING

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:

	50	$ per Unit
	$ 2,600.00	52.00 ea
SALES TAX – 8.1%	$ 210.60	
TOTAL	$ 2,810.60	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 39013

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 3. COMPREHENSIVE ANNUAL FINANCIAL REPORT – 140 PAGES PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 70# OPAQUE OFFSET
COVER & TABS: 10 PT. C1S COVER

PAPER SUBJECT TO PRICE AND AVAILABILITY

INK COLOR: FRONT COVER: 4 CP / 0
BACK COVER: 0 / 0
TABS: K / K
TEXT: K / K

BLEEDS: TEXT: NO
COVER: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
____ Epson

BINDING/FINISHING: PLASTICOIL BINDING BLACK

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:

	50	$ per Unit
	$ 1,323.00	$26.46 ea
SALES TAX – 8.1%	$ 107.16	
TOTAL	$ 1,430.16	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38995b

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 4. ANNUAL WATER CONSUMER CONFIDENCE REPORT CALENDAR – 28 PAGES PLUS COVER

SIZE: 8 ½" X 11"

STOCK : TEXT: 100# VELVET BOOK
COVER: 80# VELVET COVER

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: TEXT: 4 CP / 4 CP
COVER: 4 CP + VARNISH / 4 CP + VARNISH

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING: SADDLESTITCH 11" WAY; DRILL 1 HOLE 1/8" DIAMETER

PACKAGING / DELIVERY: BOX: 2,500 SKID: BALANCE FOB: AVONDALE

NOTES:

PRICE*:

	27,000	$ per Unit
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SALES TAX – 8.1%	$ 1,276.07	
TOTAL	$ 17,030.07	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38997

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 5. RAVE MAGAZINE
– 24, 28 OR 32 PAGE SELF COVER

SIZE: 9" X 11.750" OPTION: 9" X 11.250"

STOCK : 80# GLOSS BOOK

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: 4 CP / 4 CP

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING: SADDLESTITCH 11 ¾" WAY

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:	28,000	$ per Unit
9" X 11.750":		
32 PAGES	$ 12,892.00	.46043 ea
SALES TAX – 8.1%	$ 1,044.25	
TOTAL	$ 13,936.25	
28 PAGES	$ 12,449.00	.44461 ea
SALES TAX – 8.1%	$ 1,008.37	
TOTAL	$ 13,457.37	
24 PAGES	$ 10,391.00	.37111 ea
SALES TAX – 8.1%	$ 841.67	
TOTAL	$ 11,232.67	

	28,000	$ per Unit
OPTION: 9" X 11.250":		
32 PAGES	$ 10,766.00	.3845 ea
SALES TAX – 8.1%	$ 872.05	
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TOTAL	$ 12,366.64	
24 PAGES	$ 9,237.00	.3299 ea
SALES TAX – 8.1%	$ 748.20	
TOTAL	$ 9,985.20	

Century
Graphics
2960 GRAND AVENUE ◆ PHOENIX, ARIZONA 85017 ◆ (602) 271- 4060 ◆ FAX (602) 271 - 4064

QUOTATION

TO : CITY OF AVONDALE

DATE: SEPTEMBER 6, 2007

QUOTE NO: 38994

ATTN:

SALES REP: JKJ / tm

DESCRIPTION: 6. POSTERS

SIZE: 11" X 17"

STOCK : 100# GLOSS BOOK

****PAPER SUBJECT TO PRICE AND AVAILABILITY****

INK COLOR: 4 CP / 0

BLEEDS: YES

COPY: **Computer files direct to Plate** furnished to CG Specifications.
Subject to review upon receipt of actual material

PROOF:
X Digital Blue line
X Epson

BINDING/FINISHING:

PACKAGING / DELIVERY: BOX: FOB: AVONDALE

NOTES:

PRICE*:

	1,000	$ per Unit
	$ 363.00	.363 each
SALES TAX – 8.1%	$ 29.40	
TOTAL	$ 392.40	

SCOPE OF SERVICES

1.0 General Information

1.1 Required Services: Firms shall be required to provide, at a minimum, the following services:

1.1.1 Printing a variety of media, including, but not limited to, brochures, flyers, posters, letterhead, envelopes, catalogues, magazines, signage, magnets, invitations and calendars.

1.1.1 Technology to allow Avondale staff to view proofs electronically, as a PDF file, and/or by hard copy to verify quality as necessary.

1.1.1 Establish and guarantee turnaround times for both standard and rush orders, with pickup and delivery at no additional charge.

1.1.1 Provide full-function customer information, billing and accounting systems.

1.1.1 Provide an electronic file transfer process where designs can be electronically transferred over the Internet.

1.1.1 Facilitation of both centralized and decentralized ordering and management of multiple departmental orders simultaneously without affecting quality or promised delivery dates.

1.1.1 Ability to print from PDF and/or PC files and digital files provided by graphic designers. Successful contractor shall provide a PDF file of each project upon completion, unless alternative arrangements are made with City staff.

1.1.1 Ability to provide Web-ready document(s).

1.1.1 Email, internet and fax ability for ordering.

1.1.1 Various printing processes, i.e. Digital, Web Press, Color Copy, Sheet-fed/Offset printing, etc. to accommodate various print jobs in the most economical mode.

1.1.1 Ability to design and format publications and supply files to the City in a format compatible with the City's PC system and software applications.

1.1.1 Use of recycled materials when requested.

SCOPE OF SERVICES (continued)

1.1.1 Ability to provide a complete record of all transactions affecting each City department's account balance.

1.2 Sample Reference Catalogue: Contracted printing firm shall maintain a sample reference catalogue of the City's standard printed materials, electronically and as hard copy.

1.3 Support Staff: Contracted printing firm shall provide support staff to assist in establishing requirements and problem resolution free of charge.

1.4 Corrections:

1.4.1 Corrections may be made throughout the final stages of the production of materials. Unfortunately, these changes or corrections are often beyond the control of City staff. The City will endeavor to ensure that changes are kept to a minimum, and/or sufficient notice is given to the contractor when changes are necessary. These changes or corrections may include, but are not limited to, registration fees, additional details or photographs, format changes to any document, etc.

1.4.2 New proofs shall be submitted to the City for final approval if corrections are required. New PDF files shall be supplied to the City project.

1.4.3 No claims for extra work shall be entertained, and any additional work on behalf of the contracted printing firm shall be authorized in writing prior to commencement of the work.

1.4.4 Should the contracted printing firm require more information or clarification on any project, it shall be obtained prior to the submission of the proposed proofs.

1.4.5 Any change in production that results in additional charges to the City shall be discussed and accompanied with an authorization in writing, signed by a duly authorized employee of the City of Avondale prior to the commencement of the change. No invoices for additional charges shall be accepted without written authorization.

1.5 Delivery Estimates and Locations:

1.5.1 No extra charges shall be assessed for delivery.

SCOPE OF SERVICES (continued)

1.5.1 Delivery locations include, but are not limited to any City of Avondale facility or business partner. The City shall designate the appropriate mail house at time of order.

1.5.1.1 Annual Report Calendar (27,000 pieces, once per year):
Approximately 2,000 to Avondale City Hall, 11465 W. Civic Center Drive, Avondale; and 25,000 to mail house.

1.5.1.2 Annual Budget and Financial Plan (50 pieces, once per year):
Approximately 50 of each to Avondale City Hall, 11465 W. Civic Center Drive, Avondale.

1.5.1.3 Comprehensive Annual Financial Report (CAFR), once per year;
Approximately 50 of each to Avondale City Hall, 11465 W. Civic Center Drive, Avondale.

1.5.1.4 Annual Water Consumer Confidence Report Calendar (27,000 pieces, once per year):
Approximately 2,000 to City of Avondale, Municipal Operations Facility, 399 E. Lower Buckeye Rd., Avondale, and 25,000 to mail house.

1.5.1.5 RAVE Magazine (28,000 pieces – three times per year):
Approximately 3,000 to Avondale City hall, 11465 W. Civic Center Drive, Avondale, and 25,000 to mail house.

1.5.1.6 Project newsletters, flyers, brochures, water bill inserts, as needed:
Quantities and delivery locations will vary by project.

1.5.1.7 Posters, as needed. Quantities and specifications will vary.
Annual estimate: 1,000. Delivered to Avondale City Hall, 11465 W. Civic Center Drive, Avondale

1.5.1.8 Invitations and programs for special events. Quantities and specifications will vary. Annual estimate: 2,000. Delivered to Avondale City Hall, 11465 W. Civic Center Drive, Avondale

1.6 The above is not an exhaustive list of printing projects or delivery locations required by the City. All delivery information shall be provided at the time of order and may vary by project.

1.7 Any change in delivery shall be discussed with, and authorized by, in writing, the City of Avondale prior to commencement of the change. If the contracted

SCOPE OF SERVICES (continued)

printing firm determines that it is unable to deliver the project on the date agreed upon at the time of the order, a designated member of the City staff shall be notified at least one week prior to the anticipated delivery date of the order.

1.8 If the contracted printing firm determines that it is able to deliver the project earlier than the date indicated at the time of the order, a designated member of the City staff shall be notified at least twenty-four (24) hours prior to the delivery of the order.

1.9 The City has the right to add additional delivery locations or change the amounts delivered without additional cost.

1.10 Packaging:

Packaging instructions shall be included with each order, and packages shall be signed for by duly authorized personnel of the City.

1.11 Quantities/Overages:

The City requests that the supply be kept as close as possible to the quantities required, and will not be financially responsible for more than the required amount. The City has the right to increase or decrease the amount ordered prior to the final proof stage.

1.12 Payment:

Final payment shall not be authorized until all materials are received, inspected, and approved by the requesting City Department.

2.0 Technical Specifications

2.1 City Logo:

2.1.1 The Avondale City logo shall appear in its entirety and in full proper pantone or CMYK colors. The logo shall be reproduced only from first generation reproduction proofs or directly from electronic file format. It must not be stretched or distorted in any way. There shall be no decorations or colors added. No lines or objects shall be attached to the logo.

2.1.2 Elements: The logo consists of the word "Avondale" and a graphic representation of a river with mountains in the background (see samples.) Font: Times New Roman

SCOPE OF SERVICES (continued)

Colors: PMS 5405; Reflex Blue; PMS 202

2.2 Printed Projects:

The following specifications for each printed project are provided as a guide. The City reserves the right to change project specifications as needed to meet changing informational and artistic needs.

2.2.1 Annual Report Calendar
28 pages plus cover,
11" X 17" folded to 8.5" X 11" finished size
Opaque Offset
4/4 + varnish on photo pages, no varnish on calendar or text pages, with bleeds
Saddle stitch and drill one 1/8" holes
Cover stock 80#, velvet cover
Guts stock 100# velvet book

2.2.2 Annual Budget and Financial Plan
Cover: Print front and back 8.5" X 11" covers, 110# or similar quality
Tab insets: Five (5) 9" x 11" printed labeled divider tabs, cut and laminated, 110# paper or similar quality.
Main body: Approximately 300 pages, double sided, 24# or similar quality. Black and white and color (approximately 60 color pages). No bleeds.
Binding: Plastic comb bound with title printed on comb spine.

2.2.3 Comprehensive Annual Financial Report (CAFR)
8.5" X 11" covers in 110# or similar quality matte cover stock, full color, both sides
Tab inserts: Seven (7) 9" X 11", printed labeled divider tabs, cut and laminated, 110# paper or similar quality.
Main body: Approximately 140 pages, double sided, 70# or similar quality.
Glacier opaque text.
Black and white, no bleeds.
Binding: Plastic spiral coil or similar binding, black.

SCOPE OF SERVICES (continued)

2.2.4 Annual Water Consumer Confidence Report Calendar:
28 pages plus cover,
11" X 17" folded to 8.5" X 11" finished size
Opaque Offset
4/4 + varnish on photo pages, no varnish on calendar or text pages, with bleeds,.
Saddle stitch and drill one 1/8" hole.
Cover stock 80#, velvet cover
Guts stock 100# velvet book

2.2.5 RAVE Magazine
9" X 11.75" finished
4/4 with bleeds
80# gloss book, collate, saddle stitch and trim
24 page self cover
28 page self cover
32 page self cover

2.2.6 Brochures:
Specifications will vary by project

2.2.7 Posters, as needed. Quantities and specifications will vary.
11" X 17", color copy, 100# gloss book

2.2.8 Additional printing may include:
- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Banners.
- Folders.
- Magnets.

PRICING

Item Number	Item Name	Estimated Quantity	Price per Unit	Extended Price
1	Annual Report Calendar	27,000 pieces	$ _____	$ _____
2	Annual Budget and Financial Plan	50 pieces	$ _____	$ _____
3	Comprehensive Annual Financial Report	50 pieces	$ _____	$ _____
4	Annual Water Consumer Confidence Report Calendar	27,000 pieces	$ _____	$ _____
5	RAVE Magazine	28,000 pieces (three times per year)	$ _____	$ _____
6	Posters, as needed	1,000 pieces (annual estimate)	$ _____	$ _____
7	Invitations and programs for special events	2,000 pieces (annual estimate)	$ _____	$ _____

Additional projects shall be quoted by the contracted printing firm on a project-by-project basis, please provide pricing based on the estimates below:

PROPOSER INFORMATION

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

Century Graphics	71-09148-42
FIRM SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
Barbara A. Knight / President	Barbara A. Knight
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
2960 Grand Avenue	602-271-4060 602-271-4064
ADDRESS	TELEPHONE FAX #
Phoenix, AZ 85017	September 05, 2007
CITY STATE ZIP	DATE
WEB SITE:	EMAIL ADDRESS: james@cgiaz.com

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

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

ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

T R A N S A C T I O N P R I V I L E G E T A X L I C E N S E

-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 8, ARTICLE 1.

ISSUED TO

CENTURY GRAPHICS INC
C/O KNIGHTS BARBARA A
2960 GRAND AVE
PHOENIX, AZ 85017-4909

07-671326-Y

ALL communications and Reports MUST REFER to this LICENSE NO.

10 BUSINESS CODE

01/01/03 EFFECTIVE DATE

---- (DBA) CENTURY GRAPHICS INC
---- 2960 GRAND AVE
PHOENIX, AZ 85017-4909

02/05/03 PRINT DATE

DOR 87026 (1/88)

CENTURY GRAPHICS

2960 Grand Avenue Phoenix, Arizona 85017
602-271-4060 Fax 602-271-4064
Email: century@cgiaz.com

Main Contact/Prepress Supervisor:	James Knight Jr.
Phone Extension:	106
Email Address:	james@cgiaz.com
Customer Service:	Melissa Cacas
Phone Extension:	115
Email Address:	melissa@cgiaz.com
Pressroom/Bindery Supervisor:	Ken Knight
Phone Extension:	117 or 111
Shipping Supervisor:	Bob Gearhart
Phone Extension:	112
Email Address:	bob@cgiaz.com
After hours Emergency Numbers:	602-271-4062
Barbara Knight -Owner Cell Number	602-908-3939
All Staff located at:	2960 Grand Avenue Phoenix, AZ 85017

INSTRUCTIONS FOR CUSTOMERS SENDING FILES TO OUR FTP SITE

Mac and PC

Open a FTP program* and type in the following:

Host Name: ftp.cgiaz.com
User Name: cgiaz
Password: Graphics (must have a capitol letter "G")

Then drag and drop your files from your desktop to the site and they will upload to the FTP site.

Or: (PC only)

Open Internet Explorer. In the address window at the top type in:
ftp.cgiaz.com - press enter
Then use the same user name and password above and drag and drop the files to the site.

Please have customers compress their files with Win Zip or Stuffit.

*Mac: Fetch or PC: WS_FTP

Pg 6 Special Terms and Conditions:
Section 2: Understanding of the Project d.1

We are quoting six items on your bid list. They are as follows: 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, and 2.2.6. Your printing projects require a printer who can do large format printing. We have a variety of press types and sizes to give you a product printed in the best & most economically manner. It is important that the printer provide you with very good quality products, as the information they will contain is important to the City of Avondale. You will be able to see the scope of our capabilities by looking at the samples provided.

Pg 6 Special Terms and Conditions:
Section 3: Proposed Services Provided a.

We will use standard lithographic printing techniques and methods to produce your jobs. The following is a brief description of how we accomplish your printing projects.

1. The files/disk will be formatted on our Mac computers for the press each job will print on. A proof will be produced and sent to you for approval. Upon approval, the files are sent to our plate processor for burning the image onto the aluminum plate.

2. The plates are put on the press and the job is printed in the ink colors/varnish specified, one sided or two, multiple page signatures ect. When completed the printing is then sent to the bindery.

3. In the bindery the projects will be completed. The functions performed will be, folding, trimming, diecutting, saddlestitching, diecuting, GBC and coil binding. When completed the product will be boxed, labeled and sent to our shipping department.

4. Shipping department will deliver the products.

Pg 6 Special Terms and Conditions:
Section 3: Proposed Services Provided b.

We are submitting samples of simular printing that we have done. Upon completion the the bidding process may we please have them back as some of them are specialty pieces and hard to come by.

Century Graphics History

Company Started:	October 1983
Owners:	Jim & Barbara Knight
Employees:	30
Location:	2960 Grand Avenue Phoenix, AZ
Square Feet:	43,000

Background: Jim and Barbara Knight formed Century Graphics after selling their print shop in Boise, Idaho. Jim Knight has over 43 years of experience in all phases of printing production. He began in the printing field when he was 12 and worked at his fathers blueprint/printing shop located in Burbank, California working in a family owned business enabled Jim Knight to be a hand on person in every phase of production. Century Graphics is a third generation family owned and operated business. All of the family members have operated the equipment giving them first hand knowledge to administer the personnel that operate it. The personnel at Century Graphics have been hand picked for their ability to produce quality products. The majority of the personnel, have been employed by Century Graphics in excess of 10 years and have been in their respective trade 25 years or more. An ongoing goal of Century Graphics is the production of quality products through continuous training and excellent relations with their customers.

Philosophy: We have an overwhelming commitment to meet customer needs and exceed their expectations. As our company grows we have developed around the philosophy that the word "NO" does not exist. The company is here for our customers, seven days a week, 24 hours a day if necessary.

Mission: Our mission is to develop long-term relationships with our customers by providing them with high quality products, on-time delivery, and competitive pricing. As customer needs change, Century Graphics will continue to anticipate customer requirements.

Pg 6 &7 Special Terms and Conditions:
Section 3: Qualifications and experience of firm b & c

See type of service provided in for each company reference in the section below.

Pg 7 Special Terms and Conditions:
Section 4: References

Name of Company: City of Phoenix
Contact Name: Mary Jo Slunder
Contact Address: 200 W. Washington, 15th Floor, Phoenix, AZ 85003
Contact Phone Number: 602-261-8839
Contact Email Address: mary-jo.slunder@phoenix.gov
Type of Services Provided: Various printings for the past 12 years including publicity pamphlets

Name of Company: Arizona Department of Public Safety
Contact Name: Jeff Crane
Contact Address: P.O. Box 6638, Phoenix, AZ 85005
Contact Phone Number: 602-351-2320
Contact Email Address: jccrane@rmin.riss.net
Type of Services Provided: Various printings for the past 13 years including the monthly "Bulletin" magazine

Name of Company: ASU Research
Contact Name: Conrad Storad
Contact Address: P.O. Box 878206, Tempe, AZ 85287-8206
Contact Phone Number: 480-965-1266
Contact Email Address:
Type of Services Provided: Printing for the past 24 years of the quarterly and the annual Research publication

Name of Company: Arizona State University - KAET
Contact Name: Becky Bracken
Contact Address: Stauffer Hall, B203, Tempe, AZ 85287-1405
Contact Phone Number: 480-965-5437
Contact Email Address:
Type of Services Provided: Printing for the past 14 years of the monthly KAET Channel 8 TV guide

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

REQUEST FOR PROPOSALS

PRINTING SERVICES
CR 07-059

Addendum No. 1

Date: August 23, 2007

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Contract Documents

Closing Date and Time: September 6, 2007, 3:00 p.m. MST

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposals documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted proposal. Failure to do so may subject the proposer to disqualification.

This addendum No. 1 consists of the modification of the Scope of Services and Pricing.

ADDENDUM

A. Scope of Services

1. Page 15, 2.2.2 Annual Budget and Report

Now Reads:

2.2.2 Annual Budget and Financial Plan
Cover: Print front and back 8.5" X 11" covers, 110# or similar quality
Tab insets: Five (5) 9" x 11" printed labeled divider tabs, cut and laminated, 110# paper or similar quality.

Main body: Approximately 300 pages, double sided, 24# or similar quality. Black and white and color (approximately 60 color pages). No bleeds.
Binding: Plastic comb bound with title printed on comb spine.

Amend to read:

2.2.2 Annual Budget and Financial Plan
Cover: Print front and back 8.5" X 11" covers, 110# or similar quality
Tab insets: Five (5) 9" x 11" printed **double sided,** labeled divider tabs, cut and laminated, 110# paper or similar quality.
Main body: Approximately 300 pages, double sided, 24# or similar quality. Black and white and color (approximately 60 color pages). No bleeds.
Binding: Plastic comb bound with title printed on comb spine.

2. Page 15, 2.2.3 Comprehensive Annual Financial Report (CAFR)

Now Reads:

2.2.3 8.5" X 11" covers in 110# or similar quality matte cover stock, full color, both sides
Tab inserts: Seven (7) 9" X 11", printed labeled divider tabs, cut and laminated, 110# paper or similar quality.
Main body: Approximately 140 pages, double sided, 70# or similar quality.
Glacier opaque text.
Black and white, no bleeds.
Binding: Plastic spiral coil or similar binding, black.

Amend to read:

2.2.3 Page 15, 2.2.3 Comprehensive Annual Financial Report (CAFR)
8.5" X 11" covers in 110# or similar quality matte cover stock, full color, both sides
Tab inserts: Seven (7) 9" X 11", printed **double sided,** labeled divider tabs, cut and laminated, 110# paper or similar quality.
Main body: Approximately 140 pages, double sided, 70# or similar quality.
Glacier opaque text.
Black and white, no bleeds.
Binding: Plastic spiral coil or similar binding, black.

3. Delete Page 17, Pricing and Replace with Revised Page 17 Pricing attached.

REVISED PRICING

Item Number	Item Name	Estimated Quantity	Price per Unit	Extended Price
1	Annual Report Calendar	27,000 pieces	$ _____	$ See Pricing Envelope
2	Annual Budget and Financial Plan	50 pieces	$ _____	$ See Pricing Envelope
3	Comprehensive Annual Financial Report	50 pieces	$ _____	$ See Pricing Envelope
4	Annual Water Consumer Confidence Report Calendar	27,000 pieces	$ _____	$ See Pricing Envelope
5	RAVE Magazine	28,000 pieces (three times per year)	$ _____	$ See Pricing Envelope
6	Posters, single sided as needed	1,000 pieces (annual estimate)	$ _____	$ See Pricing Envelope

Additional projects shall be quoted by the contracted printing firm on a project-by-project basis, please provide pricing based on the estimates below:

REVISED PRICING

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR PROPOSALS

PRINTING SERVICES
CR 07-059

Century Graphics, 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 Proposer's Offer.

Signed, September 5, 2007
Date

Barbara A. Knight
Print Name

President
Title

Century Graphics
Company Name

2960 Grand Avenue
Address

Phoenix, AZ 85017
City, State Zip

END OF ADDENDUM No. 1

CITY COUNCIL REPORT

SUBJECT:
Design/Build Services Agreement Amendment for the Estrella Mountain Community College Mini Bus Center Project

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Jess Segovia

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council approval of an amendment to the Design-Build Agreement with Hunter Contracting Co. (HCC) to include the addition of $1,709.258.31, the Guaranteed Maximum Price (GMP), for the construction of the Estrella Mountain Community College (EMCC) Mini Bus Center and parking lot (Attachment A). The cost of the pre-construction design services, which included the design of the Mini Bus Center, adjacent Parking Lot and Landscaping, is $233,240. The total cost of this project (design and construction) will not exceed $1,942,498.31. The original cost of this project was estimated at $1.7 million.

BACKGROUND:

In 2005, the City of Avondale approached Maricopa County Community College District to install a bus stop shelter on the EMCC campus. Initial review of the project estimated the cost at $190,000. On November 24, 2005, City Council approved an Intergovernmental Agreement with Maricopa County Community College District, on behalf of Estrella Mountain Community College, for an amount not to exceed $190,000 (Attachment B). Maricopa County Community College District was unable to contribute any funding to the project at that time.

In August 2006, Staff completed a conceptual design that was consistent with the existing artistic design elements on campus. This design incorporated a butterfly theme, which included colorful shade features and contemporary seating (Attachment C). The design and construction of the concept Mini Bus Center was then estimated to cost $850,000. The increase in the design and construction estimate can be attributed to the design concept and rising construction costs. Shortly thereafter, Maricopa County Community College District committed $850,000 for the design and construction of a parking lot adjacent to the Mini Bus Center.

The City released a Request for Statements of Qualifications for the Design/Build Services of the EMCC Mini Bus Center Project in November 2006 (Attachment D, Exhibit E). The City received a response from Hunter Contracting Co. and Kiewit. On May 7, 2007, the selection team, consisting of City and EMCC staff, received Council's approval to award the contract to Hunter Contracting Co. based on their written proposal (Attachment D, Exhibit F), interview and experience working on transit-related projects.

On October 15, 2007, Council participated in a workshop discussing this project in detail.

DISCUSSION:

The contract with HCC consists of two separate agreements. The first agreement was for the Pre-construction Design services, which cost of $233,240 (Attachment D, Exhibit I).
The second agreement in this contract is for Construction Services. Hunter Contracting Co. has submitted a Guaranteed Maximum Price (GMP) for construction services in the amount of $1,709,258.31; $242,498.31 more than early estimates. The initial cost estimate of construction was $1,466,760. The additional $242,498.31 includes approximately $140,000 in landscaping/shelter materials and labor, and $70,000 in miscellaneous

allowances.

Under the terms of the Intergovernmental Agreement with the Maricopa County Community College District, the City of Avondale will continue to be responsible for providing the bid process and securing and managing the design-build contract with HCC.

The City of Avondale will contribute no more than $1,067,498.31 to the design and construction of the Mini Bus Center and landscaping. Maricopa County Community College District will be responsible for any and all costs associated with the design and construction of the adjacent parking lot, turn lane and other shared expenses (estimated at $875,000). The walkway between the EMCC campus and Bus Center will be shared by both parties. The City will invoice Maricopa County Community College District for all parking lot design and construction costs immediately upon receipt of invoices from the selected design-construction company.

Estrella Mountain Community College will be responsible for maintaining the site once the project is complete. Bus Service will continue to be provided by the City of Avondale through an Intergovernmental Agreement with the City of Phoenix. There are currently two transit routes that serve EMCC; Route 41 (Indian School Road) and Route 131 (START).

BUDGETARY IMPACT:

The City of Avondale has been awarded $400,000 in Federal Transit Administration (FTA) Capital Assistance Grants to be used on this project. In addition, the City has received over $425,000 in Local Transportation Assistance Funds (LTAF II), which will be used as the local match requirement to the FTA Federal funding. The City is obligated to spend these funds in a timely manner.

	City of Avondale	Estrella Mountain Community College
	Mini Bus Center & Landscaping	Parking Lot
FTA Grant	$400,000	
LTAF II Grant	$405,728	
Transit Funds	$261,770	
Subtotal	**$1,067,498**	
EMCC		$875,000

PROJECT TOTAL	**$1,942,498**

RECOMENDATION:

Staff recommends that the City Council approve the Design-Build Agreement Amendment with Hunter Contracting Co. to construct a Mini Bus Center and parking lot on the Estrella Mountain Community College campus for an amount not to exceed $1,942,498.31; which includes the construction GMP of $1,709,258.31 and design costs of $233,240.

ATTACHMENTS:

Click to download

- Guaranteed Maximum Price Table
- IGA With EMCC
- Butterfly Theme Bus Shelter
- D/B - First Amendment

GMP 2 Rev. 2 "Construction"
Avondale/EMCC Mini-Bus Transit Center

ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	LUI UNIT COST	LUI ESTIMATED COST
EMCC				
Site Grading	CY	4730	$ 15.56	$ 73,587.75
MAG 222A Single Curb	LF	2072	$ 18.16	$ 37,630.63
MAG 220B Ribbon Curb	LF	38	$ 21.63	$ 821.79
MAG 222A Single Curb & Gutter	LF	384	$ 17.36	$ 6,664.43
Parking Bumper Blocks	EA	27	$ 52.98	$ 1,430.49
Paving (2"AC on 6"ABC)	SY	12064	$ 19.35	$ 233,426.65
MAG 201A Thickened Paving Edge	LF	208	$ 4.60	$ 956.30
Parking Stall Painting	EA	343	$ 6.05	$ 2,073.97
Demo/Removal	LS	1	$ 2,469.10	$ 2,469.10
Landscaping	**Allowance**	1	$ 69,919.34	$ 69,919.34
Parking Lot Lighting	LS	1	$ 174,078.08	$ 174,078.08
Striping	LS	1	$ 3,195.16	$ 3,195.16
Signage	LS	1	$ 1,475.88	$ 1,475.88
Dust Control	LS	1	$ 15,246.97	$ 15,246.97
Thomas Turn Lane Construction	**Allowance**	1	$ 25,000.00	$ 25,000.00
SWPPP	LS	1	$ 4,541.17	$ 4,541.17
			subtotal	$ 652,517.71
EMCC/Avondale Shared Cost - Walkway				
Curb Cut	EA	27	$ 14.34	$ 387.11
MAG 220A Single Curb	LF	156	$ 18.27	$ 2,850.19
Sawcut AC	LF	159	$ 1.36	$ 216.53
Remove AC	SY	355	$ 1.32	$ 467.98
Sidewalk	SF	1932	$ 6.56	$ 12,671.26
Remove Curb & Gutter	LF	242	$ 5.81	$ 1,405.27
Landscaping	**Allowance**	1	$ 10,761.35	$ 10,761.35
			subtotal	$ 28,759.69
Avondale				
Site Grading	LS	1	$ 36,855.86	$ 36,855.86
MAG 220A Curb & Gutter	LF	1504	$ 16.56	$ 24,906.21
MAG 222A Single Curb (Vertical)	LF	251	$ 18.27	$ 4,585.88
Bus Curb	LF	126	$ 17.69	$ 2,229.32
MAG 230 Sidewalk	SF	1418	$ 6.56	$ 9,300.13
Paving (4"AC on 6"ABC)	SF	2638	$ 29.54	$ 77,914.89
MAG 201A Thickened Paving Edge	LF	208	$ 4.60	$ 956.30
24" RGRCP	LF	324	$ 85.60	$ 27,734.35
MAG 501-1 Headwalls	EA	6	$ 5,932.39	$ 35,594.36
Rip Rap	SF	2924	$ 11.52	$ 33,671.97
Demo/Removal	LS	1	$ 10,857.91	$ 10,857.91
Landscaping	**Allowance**	1	$ 14,010.65	$ 14,010.65
Signage	LS	1	$ 7,379.40	$ 7,379.40
7' Valley Gutter	LF	110	$ 65.53	$ 7,208.49
Striping	LS	1	$ 2,638.90	$ 2,638.90
SWPPP	LS	1	$ 4,541.17	$ 4,541.17
15" CMP Storm Pipe	LF	90	$ 67.00	$ 6,030.23
Dust Control	LS	1	$ 15,246.97	$ 15,246.97
			subtotal	$ 321,662.98
Avondale Bus Shelter Area				
Electrical	LS	1	$ 35,610.31	$ 35,610.31
Sidewalk	SF	3170	$ 6.56	$ 20,790.83
Landscaping	**Allowance**	1	$ 99,945.69	$ 99,945.69
Spillway	SF	796	$ 10.49	$ 8,351.33
Reverse Concrete Scupper	EA	2	$ 2,212.85	$ 4,425.70
ADA Tactile Panel System @ Bus	SF	252	$ 41.61	$ 10,484.95
Bus Shelter	EA	3	$ 43,360.99	$ 130,082.98
Bus Shelter Footing	**Allowance**	1	$ 8,284.00	$ 8,284.00
Bus Shelter Painting	LS	1	$ 8,715.78	$ 8,715.78
Bus Shelter Fiberglass Grid Panels	EA	9	$ 913.95	$ 8,225.53
Seating ((6)3 seaters, (6)2 seaters)	EA	30	$ 434.05	$ 13,021.37
Contractor's Miscellaneous Items	**Allowance**	1	$ 70,000.00	$ 70,000.00
Bike Rack	EA	1	$ 656.95	$ 656.95
Trash Receptacles	EA	3	$ 703.80	$ 2,111.40
			subtotal	$ 420,706.82

Subtotal	$ 1,423,647.19
General Conditions (6.78%)	$ 96,523.28
Pay / Performance Bond (1%)	$ 14,236.47
Insurance (1%)	$ 14,236.47
Sales Tax (5.72%)	$ 81,432.62
Fee (5%)	$ 71,182.36
Design GMP 1	$ 233,240.00
Design Fee GMP 2	$ 8,000.00
Total	$ 1,942,498.40

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on _____, 2005, by and between the City of Avondale, an Arizona municipal corporation (the "City") and Maricopa County Community College District (the "District"), on behalf of Estrella Mountain Community College (the "College"). The City and the District are referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

A. The City has received funding in 2004 and 2005 for the development of transit centers from the Arizona Department of Transportation under the Local Transportation Assistance Fund II (the "LTAF II") program.

B. The City and the District have identified a need to enhance mass transit opportunities at the College by creating a bus transit facility (the "Facility") on real property owned by the District at the College (the "Project Site"), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

C. The City and the District desire to jointly develop the Facility on the Project Site whereby the City will be responsible for the design and construction of the Facility.

D. The City and the District are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-951 *et seq.*

E. The Parties desire to define the terms and conditions under which the Facility is to be designed, constructed, financed, operated and maintained.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set forth below, the Parties agree as follows:

1. Development of the Facility.

A. Ownership of the Property. The District shall retain ownership of the Project Site. No course of conduct or actions by the City will entitle the City to any ownership, title, or interest in any of the real property associated with the Project Site. On completion of the Facility, the District shall own it.

B. Grant of Perpetual Licenses. The District hereby grants to the City, its employees, agents, guests, customers, invitees and licensees, a perpetual license in, on, over, and across the Project Site and the District property adjacent to the Facility, for design and construction of the Facility and thereafter the use of it by the City, and its employees, agents,

guests, customers, invitees and licensees, in accordance with and subject to the terms of this Agreement. This license will cease if, after the District gives the City 60 days' written notice, the City continues to use the Project Site and the District property for something other than a bus transit facility.

C. Architectural Review Procedures. The Parties shall jointly prepare the master development plan for the Facility consistent with the master plan for the College. The City shall be responsible for the selection of the design and engineering firms and be responsible for providing the design. The plans, specifications, and other construction documents for the Facility shall be subject to joint review and approval by the Parties. The City shall provide the District the opportunity to comment on all items that affect the design of the Facility. Coordination shall include meetings and information exchanges between corresponding personnel at all levels. The Parties shall jointly review and comment on all engineering studies, technical data, and specifications provided for the design and construction of the Project under a schedule determined by the parties to ensure timely progress on and completion of improvements in accordance with the terms herein. If the City receives no comments on construction drawings and specifications within thirty (30) days following delivery to the District, the District will be deemed to have approved the construction drawings and specifications (such approved construction drawings and specifications are referred to herein as the "Construction Plans").

D. Contractor Selection. The work and improvements within the Facility shall be completed in accordance with applicable law. The City shall administer the construction contract(s) necessary for the Facility. The City shall have the usual rights of the owner of a public construction contract, including the authority to approve changes (subject to the District's approval with respect to the Facility) and make payments. The City shall enter into all construction, supply and other contracts for the work to be performed and materials to be supplied in connection with the Facility.

E. Construction. The Facility shall be constructed by the City in substantial conformity with the Construction Plans; provided, however that the total cost of the Facility shall not exceed $190,000.00, unless modified at the District's sole cost and expense as set forth below. If the cost of construction based on the City's Construction Plans exceeds $190,000, the City shall be solely responsible for those additional costs. The District shall have the right to require and pay for enhancements and upgrades to the Facility. If reasonably feasible, any such enhancements and/or upgrades required by the District shall be constructed or installed as "add-ons" or "change orders" to existing contracts for the Facility. The City shall furnish a representative to perform the usual and customary functions of a Project Manager.

F. Inspection and Acceptance of Facility. The City shall be responsible for conducting all mandated inspections of the Facility.

2. Facility Use. The City, the District and the public shall be entitled to use the Facility. The District specifically agrees and understands that such use by the City will include access to the Facility by vehicles, including buses, owned and operated by entities with which the City contracts for mass transit services.

3. Operation, Maintenance and Repair.

A. Facilities Inspection, Repairs and Planned Maintenance Needs. The District shall bear all costs necessary for preventative maintenance, required maintenance and repairs to the Facility. The District shall, not less than quarterly, and more often as needed, review planned maintenance, conduct inspections of the Facility and develop preventative maintenance plans, as well as identify any maintenance needs, repairs and associated costs. All work associated with any and all repairs and maintenance needs for the Facility shall be completed and/or coordinated by the District, through its usual and customary procurement process. In the event that the District fails to meet its maintenance obligations as set forth herein, the City may, in its sole discretion, complete, or cause to be completed, such maintenance and repairs, the cost of which shall be reimbursed to the City by the District within 30 days of notice thereof from the City. If the Facility is damaged, and the District believes that the damage is due to the acts or omissions of the City or its contractors, the District shall provide prompt written notice to the City. The parties shall meet within five working days of the date of the notice to discuss liability and repair issues. If the parties are unable to agree on those issues, and it is determined through an administrative or judicial proceeding that the damage was caused by the acts or omissions of the City or its employees, officers, officials, agents or contractors, the City shall reimburse the District for the reasonable costs of repairs or reconstruction of the Facility.

B. Custodial Services. The District shall bear all costs necessary for custodial services needed for the Facility. In the event that the District fails to meet its maintenance obligations as set forth herein, the City may, in its sole discretion, complete, or cause to be completed, such maintenance and repairs, the cost of which shall be reimbursed to the City by the District within 30 days of notice thereof from the City.

C. Utilities. The District shall bear all costs necessary for all utility services for the Facility including, but not limited to, electrical, gas, water and phone services, as applicable.

4. Indemnification and Insurance.

A. Indemnification. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying Party or its departments, officers, employees or agents.

B. Insurance. The City shall require, as a part of any contract for construction of the Facility, that builder's risk insurance is maintained in the amount of 100% of the replacement cost of the Facility at all times during the construction thereof. Thereafter, the District shall maintain in full force and effect for the entire term of this Agreement such policies of insurance as necessary to cover the full replacement cost of the Facility and both parties shall maintain in full force and effect for the entire term of this Agreement commercial liability insurance from a reliable insurance company authorized to transact business in Arizona in the amount of not less than $1,000,000 per occurrence for bodily injury or death.

5. Miscellaneous.

A. Term. The term of this Agreement shall be five years (commencing on the date hereof), unless it is sooner terminated (i) in accordance with subsection 5(B) below, or (ii) by mutual written consent of the Parties. This Agreement shall thereafter automatically renew for successive one-year terms, unless either Party gives notice to the other not less than 30 days prior to the end of the then-current term that it does not wish to renew this Agreement.

B. Termination.

(1) Default. In addition to any lawfully available remedies for breach of this Agreement, this Agreement may be terminated by either Party for material cause 60 days after written notice is given to the defaulting Party specifying the cause of the breach if such default is either not cured within said 60-day period or the cure thereof is not commenced within such 60 day period and thereafter continuously and diligently pursued to conclusion. In no event shall such cure period extend longer than 120 days.

(2) Cancellation. Each Party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under ARIZ. REV. STAT. § 38-511, as amended.

C. Assignment. Neither Party may assign, sublet, mortgage or encumber any right or interest under this Agreement without the prior written consent of the other Party, which consent may be withheld by the other Party in its absolute and sole discretion.

D. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:
City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323-6809
Facsimile: 623-478-3802
Attn: Charles P. McClendon, City Manager

With copy to:
GUST ROSENFELD, P.L.C.
201 E. Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-254-4878
Attn: Andrew J. McGuire, Esq.

If to the District:
Randy Mauldin
Director of College Facilities Planning and Development
3000 North Dysart Road
Avondale, AZ 85323
Phone: 623-935-8483

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

E. Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld or unreasonably delayed by the Party whose consent or approval is required.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

G. Attorneys' Fees. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

H. 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.

I. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreement.

J. Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties.

K. Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

L. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

M. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

N. Recordation of Agreement: Effective Date. This Agreement shall be filed with the Maricopa County Recorder pursuant to ARIZ. REV. STAT. § 11-952(G) upon its

execution. This Agreement shall be effective as of the later to occur of the date first set forth above and the date of filing of this Agreement as provided in this Section.

O. Time of Essence. Time is of the essence with respect to the performance of each and every term, condition, and obligation of this Agreement

P. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

Q. Nondiscrimination. Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

Charles P. McClendon, City Manager

"**District**"

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

Margaret E. McConnell
Assistant General Counsel

ATTEST:

Linda M. Farris, City Clerk

In accordance with the requirements of Ariz. Rev. Stat. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (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.

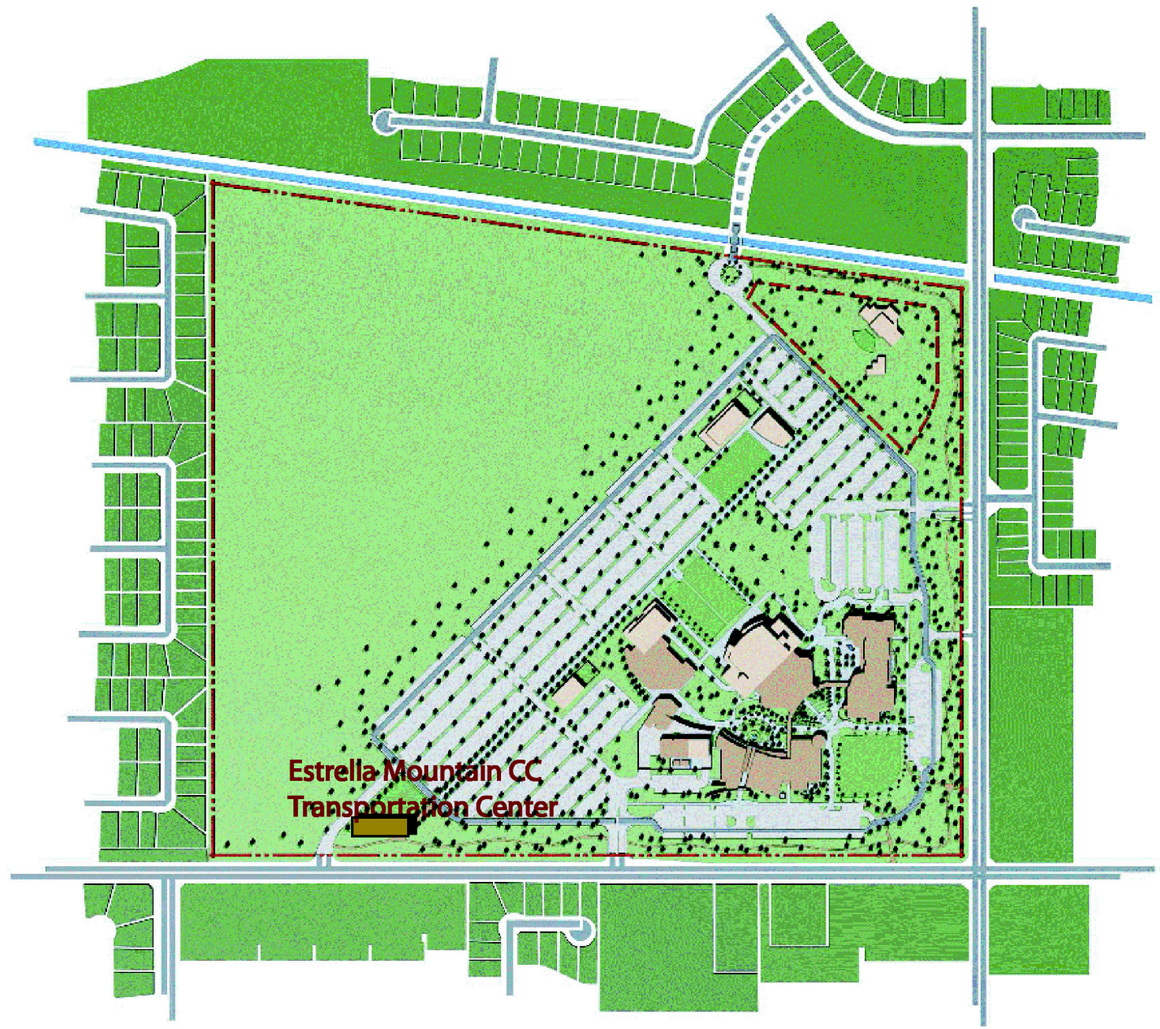
Andrew McGuire
Avondale City Attorney

Pete Kushibab
General Counsel
Maricopa Community Colleges

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COMMUNITY COLLEGE DISTRICT

[Project Site]

See following pages.


Estrella Mountain CC
Transportation Center

CITY OF AVONDALE / ESTRELLA MOUNTAIN COMMUNITY COLLEGE

MINI BUS CENTER

AUGUST 8, 2007

TranSystems

FIRST AMENDMENT
TO DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

THIS FIRST AMENDMENT TO DESIGN-BUILD AGREEMENT (this "First Amendment") is made as of November 19, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") Hunter Contracting Co., an Arizona corporation (the "Contractor").

RECITALS

A. The City and the Contractor entered into that certain Design-Build Agreement, dated May 7, 2007 (the "Agreement"), for the purpose of designing and constructing a Mini Bus Center in conjunction with the Maricopa County Community College District on the campus of Estrella Mountain Community College (the "Project").

B. Pursuant to Section 3.4 of the Agreement, the City and the Contractor may agree upon a guaranteed maximum price and a date of substantial completion for the Project.

C. The City and the Contractor desire to establish the guaranteed maximum price ("GMP") and a date of substantial completion for the construction phase of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 of the Agreement and the Construction Phase Fee as set forth in subsection 7.2(D) of the Agreement, but specifically excluding the Pre-Construction Phase Fee set forth in subsection 7.1(B) of the Agreement, is hereby agreed to be $1,709,258.31. The GMP is the total compensation from the City to the Contractor for its fee and for the performance of the Work in accordance with Contract Documents set forth in the Agreement and pursuant to any of the following documents, as applicable:

a. Allowances, Assumptions, Clarifications, Exclusions and List of Drawings for City of Avondale – EMCC Mini Bus Transit Center dated November 6, 2007, five pages, attached hereto as Exhibit 1.

b. A Master Schedule of Work, run dated November 5, 2007, one page, attached hereto as Exhibit 2.

c. A Schedule of Unit Prices, dated November 5, 2007, one page, attached hereto as Exhibit 3.

d. The Construction Management Plan (CMP), 16 pages, attached hereto as Exhibit 4.

2. The information and documents anticipated to be included in the GMP Proposal and the Scope are included in the Exhibit 1 (including the drawings listed therein) and Exhibit 4. Therefore, the following exhibits will not be separately included in the Agreement:

a. Exhibit B-1, GMP Proposal

b. Exhibit B-2, Scope

3. The following exhibits are hereby approved and included in the Agreement:

a. Exhibit H, Traffic Control

b. Exhibit J, Performance Bond

c. Exhibit K, Payment Bond

4. Exhibit L, DBE Program, is hereby deleted in the form originally attached to the Agreement and replaced with the Revised Exhibit L attached hereto (including completed attachments A & B).

5. The list of drawings included on the fifth page of Exhibit 1 is hereby approved as Exhibit C-3, List of Construction Documents, to the Agreement. Exhibit C-1, List of Schematic Design Documents and Exhibit C-2, List of Design Development Documents, will not be included in the Agreement.

6. The date of Substantial Completion of the Work is February 29, 2008, which has been calculated assuming five days of weather-related delays.

7. 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.

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

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Contractor**"

HUNTER CONTRACTING CO., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____, the _____ of HUNTER CONTRACTING CO., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT 1
TO
FIRST AMENDMENT TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

[Allowances, Assumptions, Clarifications, Exclusions and List of Drawings]

See following pages.

Hunter CONTRACTING CO.

GMP CLARIFICATIONS

City of Avondale

City Of Avondale

Estrella Mountain Community College

Mini-Bus

Transit Center

Project

Project No.

AD 06-033

November 6, 2007

Hunter CONTRACTING CO.

I. PROJECT OVERVIEW

A. INTENT

1. This scope document, together with the Construction Drawings dated October 29, 2007; and the GMP Estimate; define the scope of the work for the City of Avondale-EMCC Mini Bus Transit Center in Avondale, Arizona utilizing the services of Hunter Contracting Co., TranSystems and Logan Simpson Design, Inc. as the Design Build team.

B. GENERAL PROJECT SCOPE

1. The general project scope is listed as follows:
   a. Construction of Mini-Bus Center at Estrella Mountain Community College consisting of parking lot, parking lot entrance, sidewalks, curb and gutter, 3 bus shelters and landscaping.
2. Project Specifications:
   a. All applicable specifications have been included on the construction drawings.
   b. Unless otherwise indicated on drawings or in this scope document all work to be per MAG Standards.
3. Regulatory Requirements:
   a. The City of Avondale shall secure all governmental approvals and permits related to the design and construction of the proposed project.
   b. Costs for the following permits and fees are included in the cost estimate, all other fees are to be paid or waived by the City of Avondale.
      1) Dust Control Fees.

C. QUALITY ASSURANCE

1. Hunter Contracting Co. shall coordinate a quality assurance program, which will be paid for through the general requirements. The program shall include the following:
   a. Earthwork testing by an independent agency.
   b. Bituminous observation and testing by an independent agency.
   c. Cast-in-place concrete observation and testing by an independent agency.

D. DESIGN/CONSTRUCTION SCHEDULE

1. Hunter Contracting Co., has prepared and attached a progress schedule for the project. The schedule indicates the dates for starting and final completion.

1. Hunter Contracting Co. will provide all required temporary construction, temporary facilities and temporary utilities required to complete the project construction.

F. CLEAN-UP

1. Hunter Contraction shall be responsible for removal of construction trash and shall at all times keep the site free from accumulation of debris.

G. INSURANCE

1. Hunter Contracting Co. shall maintain Commercial General Liability Insurance, Professional Liability, Vehicle Liability, Workmen's Compensation Insurance, and Builder's Risk Insurance for the duration of the project.

H. WARRANTY

1. Hunter Contracting Co. shall repair or replace any defective or faulty work for a period of two years from the date of substantial completion.

II. DESCRIPTION (3.4.D.3)

A. SITEWORK

1. Earthwork.
   a. Hunter Contracting Co. shall provide all site clearing, mass excavation, structural excavation, backfilling and grading as required for the proposed paved areas, site concrete work and site drainage per drawings.
   b. The use of existing dirt stock piles on adjacent lot is assumed to be acceptable and to be utilized as backfill material.
2. Electrical.
   a. As indicated on the drawings.
3. Water.
   a. Irrigation service for Landscaping shall be provided from existing stub.
4. Bituminous and Concrete Paving.
   a. Bituminous Paving.
      1) Parking area striping and traffic markings shall be provided as indicated on the drawings.
      2) Bituminous paving shall be provided as indicated on the drawings.
   b. Concrete Paving.
      1) Concrete curb and gutter shall be provided as indicated on the drawings.

2) Sidewalks shall be constructed per MAG standards and provided as indicated on the drawings.

5. Landscaping.
   a. Landscaping shall be provided as indicated on the drawings.
   b. Maintenance of landscaping is excluded.
   c. Retention basin is graded only, no landscaping or decomposed granite in this area.
   d. Boulders indicated on the drawings are to be provided by Estrella Mountain Community College and placed by the landscaper.
   e. Greens screens are not included and not provided for in this GMP.
6. Site Signage.
   a. Signage will be provided as indicated on the drawings.
7. Structure.
   a. Bus Shelter.
      1) Metals.
         i. The structural framing system for the bus shelter shall consist of tube steel.
         ii. Soffits shall be perforated steel panels.
      2) Fiberglass.
         i. Fiberglass grate panels shall be Corvex Mld Grating, standard stock, 1" x 4" grid manufactured by Fibergrate Composite Structures.
      3) Roof System – shall be at the discretion of the City.
         i. Roofing system shall consist of modified bituminous roofing or membrane roofing, tube steel and perforated steel soffit panel.
         ii. A modified bituminous roof or membrane roof shall be used on all roof areas.
8. Specialties.
   a. All Transit Furnishings shall be supplied by one manufacturer.
      1) Seating.
         i. Bench seating with vandal bars shall consist of two- 3 seaters and two- 2 seaters accommodating a total of 10 people at each bus shelter. Seating shall be Oasis as manufactured by Lacor Streetscape or equal.
      2) Trash Receptacle.
         i. One trash receptacle shall be provided at each bus shelter.
      3) Bike Loop.
         i. A total of one bike loop shall be provided at the bus transit area.

b. ADA Tactile System, a total of 252 square feet, is composed of the standard blue dome surface mounted panels.

III. EXCLUSIONS

A. Design/Development costs for Thomas turn lane are not included.

IV. ALLOWANCES (3.4.D.2)

A. Bus Shelter Footings	$8,284
B. Overall Project Landscaping	$194,637
C. 100' Turn Lane off of Thomas	$25,000
D. Contractor's Miscellaneous Items	$70,000

V. LIST OF DRAWINGS (3.4.D.1)

Specifications are stated on construction drawings.

Drawing	Date	Drawing	Date
C-001	10-29-07	CT-104	10-29-07
C-002	10-29-07	LA1.01	10-29-07
C-003	10-29-07	LA1.02	10-29-07
C-501	10-29-07	LA1.03	10-29-07
C-502	10-29-07	LA1.04	10-29-07
CD-101	10-29-07	LA2.01	10-29-07
CD-102	10-29-07	IR1.01	10-29-07
CD-103	10-29-07	IR1.02	10-29-07
CD-104	10-29-07	IR1.03	10-29-07
CS-101	10-29-07	IR1.04	10-29-07
CS-102	10-29-07	IR2.01	10-29-07
CS-103	10-29-07	E-001	10-29-07
CS-104	10-29-07	E-101	10-29-07
CG-101	10-29-07	E-601	10-29-07
CG-102	10-29-07	A1	10-29-07
CG-103	10-29-07	A2	10-29-07
CG-104	10-29-07	A3	10-29-07
CT-101	10-29-07	A4	10-29-07
CT-102	10-29-07	A5	10-29-07
CT-103	10-29-07		

VI. Master Schedule (3.4.D.4) - See Attached.

VII. Schedule of Applicable Alternative Prices (3.4.D.5) - Not Applicable.

VIII. Schedule of Applicable Unit Prices (3.4.D.6) – See GMP.

IX. Statement of Additional Services Included, if any (3.4.D.7) – Not Applicable.

X. Time Limit for Acceptance of the GMP Proposal (3.4.D.8) – Two weeks from November 9, 2007.

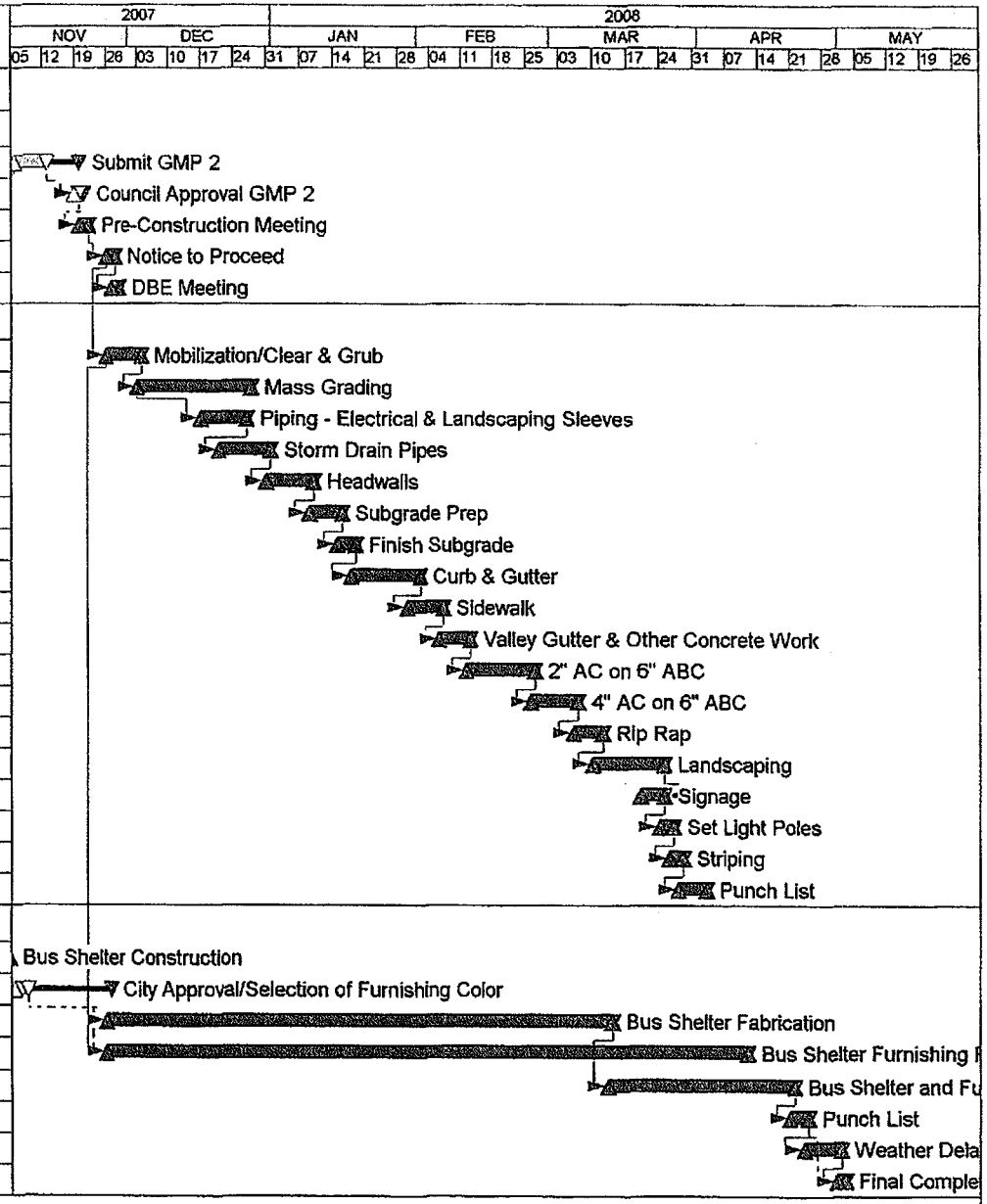
XI. Weather Delays (6.8) – A five day weather delay is included in the schedule. See attached Master Schedule.

EXHIBIT 2
TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

[Master Schedule of Work]

See following page.

Act ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish
COA - EMCC Mini-Bus Transit Center					
GMP2					
0002	Submit GMP 2	5	5	11/06/07	11/12/07
0003	Council Approval GMP 2	1	1	11/19/07	11/19/07
0004	Pre-Construction Meeting	1	1	11/20/07	11/21/07
0005	Notice to Proceed	1	1	11/26/07	11/27/07
0006	DBE Meeting	1	1	11/27/07	11/28/07
Parking Lot Construction					
0008	Mobilization/Clear & Grub	5	5	11/26/07	12/03/07
0009	Mass Grading	17	17	12/03/07	12/27/07
0010	Piping - Electrical & Landscaping Sleeves	6	6	12/17/07	12/26/07
0011	Storm Drain Pipes	5	5	12/21/07	12/31/07
0012	Headwalls	6	6	12/31/07	01/09/08
0013	Subgrade Prep	4	4	01/09/08	01/15/08
0014	Finish Subgrade	3	3	01/15/08	01/18/08
0015	Curb & Gutter	10	10	01/18/08	02/01/08
0016	Sidewalk	5	5	01/30/08	02/06/08
0017	Valley Gutter & Other Concrete Work	4	4	02/06/08	02/12/08
0018	2" AC on 6" ABC	10	10	02/12/08	02/26/08
0019	4" AC on 6" ABC	7	7	02/26/08	03/06/08
0021	Rip Rap	3	3	03/06/08	03/11/08
0022	Landscaping	10	10	03/10/08	03/24/08
0023	Signage	2	2	03/20/08	03/24/08
0024	Set Light Poles	2	2	03/24/08	03/26/08
0025	Striping	2	2	03/26/08	03/28/08
0026	Punch List	3	3	03/28/08	04/02/08
Bus Shelter Construction					
0028	Bus Shelter Construction	0	0	11/05/07	11/02/07
0030	City Approval/Selection of Furnishing Color	3	3	11/06/07	11/08/07
0029	Bus Shelter Fabrication	76	76	11/26/07	03/13/08
0031	Bus Shelter Furnishing Fabrication	97	97	11/26/07	04/11/08
0032	Bus Shelter and Furnishing Installation	27	27	03/13/08	04/21/08
0033	Punch List	3	3	04/21/08	04/24/08
0034	Weather Delay	5	5	04/24/08	05/01/08
0035	Final Completion	1	1	05/01/08	05/02/08



Start date	11/04/07 12:00AM
Finish date	05/02/08 1:59PM
Data date	11/04/07 12:00AM
Run date	11/05/07 4:00PM
Page number	1A

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Hunter Contracting Company
COA - EMCC Mini-Bus Transit Center

- Early start point
- Early finish point
- Early bar
- Total float point
- Total float bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point

EXHIBIT 3
TO
FIRST AMENDMENT TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

[Schedule of Unit Prices]

See following pages.

GMP 2 Rev. 2 "Construction"
Avondale/EMCC Mini-Bus Transit Center

ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	LUI UNIT COST	LUI ESTIMATED COST
EMCC				
Site Grading	CY	4730	$ 15.56	$ 73,587.75
MAG 222A Single Curb	LF	2072	$ 18.16	$ 37,630.63
MAG 220B Ribbon Curb	LF	38	$ 21.63	$ 821.79
MAG 222A Single Curb & Gutter	LF	384	$ 17.36	$ 6,664.43
Parking Bumper Blocks	EA	27	$ 52.98	$ 1,430.49
Paving (2"AC on 6"ABC)	SY	12064	$ 19.35	$ 233,426.65
MAG 201A Thickened Paving Edge	LF	208	$ 4.60	$ 956.30
Parking Stall Painting	EA	343	$ 6.05	$ 2,073.97
Demo/Removal	LS	1	$ 2,469.10	$ 2,469.10
Landscaping	Allowance	1	$ 69,919.34	$ 69,919.34
Parking Lot Lighting	LS	1	$ 174,078.08	$ 174,078.08
Striping	LS	1	$ 3,195.16	$ 3,195.16
Signage	LS	1	$ 1,475.88	$ 1,475.88
Dust Control	LS	1	$ 15,246.97	$ 15,246.97
Thomas Turn Lane Construction	Allowance	1	$ 25,000.00	$ 25,000.00
SWPPP	LS	1	$ 4,541.17	$ 4,541.17
			subtotal	$ 652,517.71
EMCC/Avondale Shared Cost - Walkway				
Curb Cut	EA	27	$ 14.34	$ 387.11
MAG 220A Single Curb	LF	156	$ 18.27	$ 2,850.19
Sawcut AC	LF	159	$ 1.36	$ 216.53
Remove AC	SY	355	$ 1.32	$ 467.98
Sidewalk	SF	1932	$ 6.56	$ 12,671.26
Remove Curb & Gutter	LF	242	$ 5.81	$ 1,405.27
Landscaping	Allowance	1	$ 10,761.35	$ 10,761.35
			subtotal	$ 28,759.69
Avondale				
Site Grading	LS	1	$ 36,855.86	$ 36,855.86
MAG 220A Curb & Gutter	LF	1504	$ 16.56	$ 24,906.21
MAG 222A Single Curb (Vertical)	LF	251	$ 18.27	$ 4,585.88
Bus Curb	LF	126	$ 17.69	$ 2,229.32
MAG 230 Sidewalk	SF	1418	$ 6.56	$ 9,300.13
Paving (4"AC on 6"ABC)	SF	2638	$ 29.54	$ 77,914.89
MAG 201A Thickened Paving Edge	LF	208	$ 4.60	$ 956.30
24" RGRCP	LF	324	$ 85.60	$ 27,734.35
MAG 501-1 Headwalls	EA	6	$ 5,932.39	$ 35,594.36
Rip Rap	SF	2924	$ 11.52	$ 33,671.97
Demo/Removal	LS	1	$ 10,857.91	$ 10,857.91
Landscaping	Allowance	1	$ 14,010.65	$ 14,010.65
Signage	LS	1	$ 7,379.40	$ 7,379.40
7' Valley Gutter	LF	110	$ 65.53	$ 7,208.49
Striping	LS	1	$ 2,638.90	$ 2,638.90
SWPPP	LS	1	$ 4,541.17	$ 4,541.17
15" CMP Storm Pipe	LF	90	$ 67.00	$ 6,030.23
Dust Control	LS	1	$ 15,246.97	$ 15,246.97
			subtotal	$ 321,662.98
Avondale Bus Shelter Area				
Electrical	LS	1	$ 35,610.31	$ 35,610.31
Sidewalk	SF	3170	$ 6.56	$ 20,790.83
Landscaping	Allowance	1	$ 99,945.69	$ 99,945.69
Spillway	SF	796	$ 10.49	$ 8,351.33
Reverse Concrete Scupper	EA	2	$ 2,212.85	$ 4,425.70
ADA Tactile Panel System @ Bus	SF	252	$ 41.61	$ 10,484.95
Bus Shelter	EA	3	$ 43,360.99	$ 130,082.98
Bus Shelter Footing	Allowance	1	$ 8,284.00	$ 8,284.00
Bus Shelter Painting	LS	1	$ 8,715.78	$ 8,715.78
Bus Shelter Fiberglass Grid Panels	EA	9	$ 913.95	$ 8,225.53
Seating ((6)3 seaters, (6)2 seaters)	EA	30	$ 434.05	$ 13,021.37
Contractor's Miscellaneous Items	Allowance	1	$ 70,000.00	$ 70,000.00
Bike Rack	EA	1	$ 656.95	$ 656.95
Trash Receptacles	EA	3	$ 703.80	$ 2,111.40
			subtotal	$ 420,706.82

Subtotal	$ 1,423,647.19
General Conditions (6.78%)	$ 96,523.28
Pay / Performance Bond (1%)	$ 14,236.47
Insurance (1%)	$ 14,236.47
Sales Tax (5.72%)	$ 81,432.62
Fee (5%)	$ 71,182.36
Design GMP 1	$ 233,240.00
Design Fee GMP 2	$ 8,000.00
Total	$ 1,942,498.40

EXHIBIT 4
TO
FIRST AMENDMENT TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

[Construction Management Plan]

See following pages.

Hunter CONTRACTING CO.

CONSTRUCTION MANAGEMENT PLAN

C M P

City of Avondale

Estrella Mountain Community College

Mini-Bus

Transit Center

Project

Project No.

AD 06-033

Hunter CONTRACTING CO.

Hunter
CONTRACTING CO.

Construction Management Plan (CMP)

City of Avondale – EMCC Mini Bus Transit Center

Table of Contents

1. Project Meeting Schedule.
2. Project Schedule.
3. Subsurface Investigations.
4. Construction Phasing Plan and Traffic Control.
5. Permitting Strategy.
6. DBE Requirements.
7. Construction Quality Control.
8. Safety and Training Programs.
9. Construction Survey and Control of Materials.
10. Record Keeping.

Section 1 – PROJECT MEETING SCHEDULE

1.1 Pre-Construction Meeting

1.1.1 A pre-construction meeting with all subcontractors will be held on November 20, 2007 at 2:30 pm at Avondale City Hall, Avondale, Arizona.

1.2 Schedule

1.2.1 Bi-weekly meetings will be held at the location and time designated by the City of Avondale.

Section 2 – PROJECT SCHEDULE

2.1 Schedule Format

2.1.1 Hunter Contracting Company will use Primavera SureTrak 3.0 software for project schedule development.

2.2 Project Schedule Updates

2.2.1 The project schedule will be updated monthly. The updates may include revised, added or deleted activities. The submitted schedule shall include a written narrative sufficient to describe the completed work and address concerns regarding potential delays and mitigating actions.

2.3 Submittals

2.3.1 The *Project Schedule* will be updated monthly and will be submitted to the City for discussion.

Section 3 - SUBSURFACE INVESTIGATIONS

3.1 Geotechnical Report

3.1.1 A Geotechnical Report dated August 22, 2007 has been compiled and submitted to the City of Avondale.

Section 4 - CONSTRUCTION PHASING AND TRAFFIC CONTROL

4.1 Sequencing Plan

4.1.1 Phase 1 November 26 – February 29, 2007

1. During this phase we will construct the project with minimal disturbance to the existing parking lot north of the new project.
2. The current traffic pattern in the existing parking lot will be maintained at its current configuration.
3. There will be a need to set barricades between the two lots to worn pedestrians of the construction area.

4.1.2 Phase 2 March 01 – March 28, 2007

1. We will open the new west driveway to exist or enter for access to the existing parking lot. The main area in the new parking lot will remain closed for completion of the landscaping and electrical work. The existing entrance off Thomas will remain open with possible restriction to the west exit lane.
2. During this phase we will be restricting access to the east median to construct the walkway from the Bus Center to the College.
3. The southeast exit from the existing parking lot will be removed and the new bus lane constructed.
4. There will also be barricades set to construct the removal and replacement of varies curb and gutters.

4.2 Traffic Plan

4.2.1 See Attachment Section 3.2.D (Exhibit H)

Section 5 - PERMITTING STRATEGY

5.1 Strategy

5.1.1 Hunter Contracting Co., the City of Avondale, and the subcontractors will obtain the proper permits for the project. The following permits will be acquired prior to construction.

5.2 List of Required Permits and Responsible Party

5.2.1 Hunter Contracting/Subcontractors

A. Maricopa County – Air Quality Control Permit (Dust Control)
B. AZDEQ – Storm Water Pollution Prevention Plan (SWPPP)

5.2.2 City of Avondale

A. Maricopa County – Grading & Draining Permit (if required)
B. Others

Section 6 – DBE REQUIREMENTS

6.1 Goal Setting

6.1.1 Hunter Contracting Company, as required, will meet with the Equal Opportunity Department to obtain the Disadvantaged Business Enterprise goal. HCC will identify the estimated value of the work to be done by each subcontractor and supplier. The EOD will establish the minimum goal for work to be performed by certified DBE firms.

6.1.2 The goal established for this project is undetermined.

6.2 Certification Requirements

6.2.1 The following DBE certifications are acceptable to the City of Avondale.

1) City of Phoenix

6.3 DBE Suppliers and Brokers

6.3.1 A DBE supplier, not directly a manufacturer of the material, shall be limited to 60% of that materials cost as the percentage of DBE participation.

6.3.2 A DBE broker, not directly providing a service but brokers the work to a third party, shall be limited to 60% of that services cost as the percentage of DBE participation.

6.4 Documentation

6.4.1 Exhibit L – Attachment A, **Letter of Intent to Perform as a Subcontractor / Supplier.** This form is to be completed by each subcontractor/supplier to be used

6.4.2 Exhibit L – Attachment B, **Proposed DBE Participation.** HCC shall list all DBE subcontractors/suppliers, price and percentages of participation.

6.4.3 Exhibit L – Attachment C, **Identification Statement for Disadvantaged Business Enterprises.** If the DBE is not certified with the City of Phoenix, this form must be submitted and be verified that the firm is

properly certified by a USDOT certifying agency. (see 6.3.1)

6.4.4 Exhibit L – Attachment D, **Contractor's Statement of DBE Utilization.**

6.4.5 Exhibit L – Attachment E, **Certification of Payments to DBE Firms.**

6.5 Submittals

6.5.1 Exhibit L, Attachment A - *Letter of Intent to Perform as A Subcontractor/Supplier* will be submitted to the City for approval, for each DBE firm, and transmitted **with the GMP proposal package.**

6.5.2 Exhibit L, Attachment B - *Proposed DBE Participation* will be submitted to the City for approval **with the GMP proposal package.**

6.5.3 Exhibit L, Attachment C - *Identification Statement for DBE* will be submitted to the City for approval **with the GMP proposal package.**

6.5.4 Exhibit L, Attachment D - *Monthly DBE Utilization* form will be submitted **monthly** throughout the construction phase.

6.5.5 Exhibit L, Attachment E - *Certification of Payments to DBE Firms will* be submitted to the City for information **at the completion of the project.**

Section 7 – CONSTRUCTION QUALITY CONTROL

7.1 Quality Control

7.1.1 Monitor quality control over Subcontractors, Suppliers, Manufacturers, Products, Services, Site conditions and workmanship to produce work of specified quality.

7.1.2 Comply with manufacturer's instructions, including each step in sequence.

7.1.3 Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

7.1.4 Perform work by persons qualified to produce workmanship of specified quality. Use persons licensed to perform Work where required by these Specifications or Laws and Regulations.

7.1.5 Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

7.2 Tolerances

7.2.1 Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerances to accumulate.

7.2.2 Comply with manufacturers' tolerances.

7.2.3 Adjust products to appropriate dimensions; position before securing products in place.

7.3 References

7.3.1 For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable Laws and Regulations.

7.4 Contractor Submittals

7.4.1 Submit copy of report of inspecting and testing laboratory facilities inspection made be Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

7.5 Contractor Responsibilities

7.5.1 Cooperate with personnel of independent inspecting and testing laboratory, and provide safe access to the Work and to manufacturer's operations.

7.5.2 Provide incidental labor and facilities:

7.5.3 To provide access to the Work to be tested.

7.5.4 To facilitate tests and inspections.

7.5.5 Furnish copies of product test reports.

7.5.6 If defects or deficiencies are revealed during testing or inspecting, correct such defects and deficiencies and retest affected portions of the Work.

Section 8 – SAFETY AND TRAINING PROGRAMS

8.1 Hunter Contracting Company Safety Policies

8.1.1 Hunter Contracting Company has developed a written Safety Policies and procedural handbook. HCC employees, and subcontractors doing business with Hunter, receive a copy prior to any work. Signed acknowledgement of receipt and understanding forms are kept on record.

8.1.2 In addition to the requirements of Hunter Contracting Company's safety policies, instructions and procedures issued by the owners, city, state, county and federal governments shall be complied with at all times.

8.1.3 HCC Supervisors are directly responsible for the enforcement of all company safety policies. This authority is extended over all project subcontractors, suppliers and project visitors.

8.2 Safety Training Programs

8.2.1 All new hires are required to attend HCC's employee orientation program. These group classes are held to introduce the new employee to company policies and benefits. A copy of Hunter's Safety Policies is given to each employee and is discussed as part of the four hour orientation class.

8.2.2 HCC requires employees in a supervisory position to attend formal monthly offsite safety meetings. A single safety topic is discussed and usually includes a quest speaker experienced in that field. Supervisors are required to pass on pertinent information to their craftsmen as a topic during daily tool box talks.

8.3 Safety Plan

8.3.1 The Safety Plan will be submitted at the preconstruction conference.

8.3.2 The Safety Plan shall identify specific procedures implemented to satisfy federal and state regulations, relating to both worker and public safety. The City will review the plan within 10 days and identify any additional information required.

8.3.3 The Safety Plan shall include a list of emergency procedures, phone numbers and methods of communicating with medical, police and fire departments.

8.3.4 The Safety Plan shall designate a competent person as Safety Supervisor. The Safety Supervisor shall have the authority to take prompt action to correct all safety deficiencies and will maintain all reports and records required.

Section 9 – CONSTRUCTION SURVEY and CONTROL OF MATERIALS

9.1 Construction Survey and Staking

9.1.1 Hunter Contracting will set construction stakes establishing lines and grades. Such work shall include survey for road work, curb lines, sidewalks, structures, centerlines for utilities and other work as necessary.

9.2 Testing and Control of Materials

9.2.1 HCC shall supply material samples for testing and approval, as may be requested by the City.

9.2.2 Mix designs and quality control for asphalt and concrete production, shall be the responsible of HCC and their suppliers.

Section 10 – RECORD KEEPING

10.1 Management Logs

10.1.1 Management logs will be maintained thru Prolog software and will consist of at a minimum the following logs.

A. Subcontractor Log
B. Purchase Order Log
C. RFI Log
D. Transmittal Log
E. Submittal Log

10.2 Record Drawings

10.2.1 Hunter Contracting Co. shall maintain record drawings for the duration of the project.

EXHIBIT H
TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

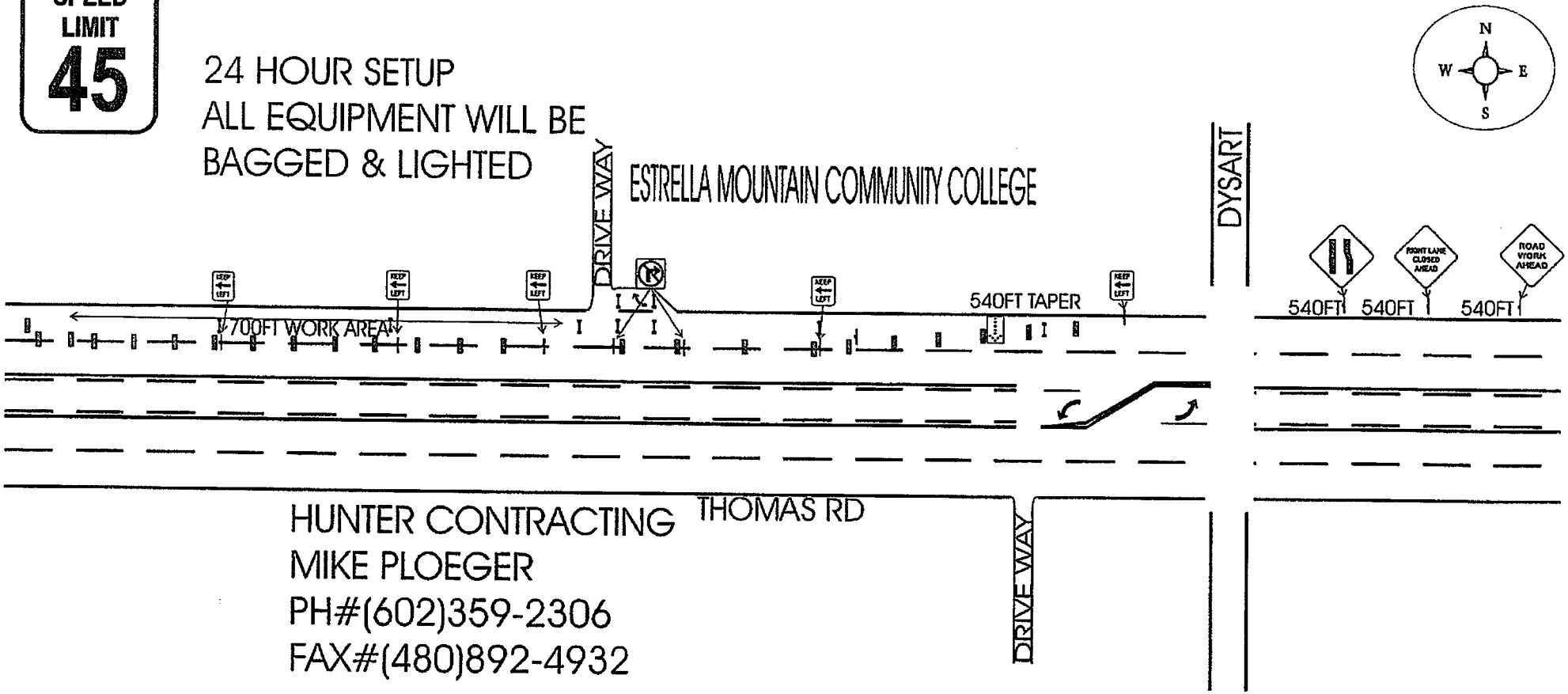
[Traffic Control]

See following pages.

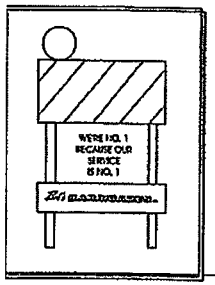
SECTION 3.2.2 EXHIBIT 11

SPEED LIMIT 45

24 HOUR SETUP
ALL EQUIPMENT WILL BE
BAGGED & LIGHTED



HUNTER CONTRACTING
MIKE PLOEGER
PH#(602)359-2306
FAX#(480)892-4932



NOTES

THIS IS A VEHICULAR PLAN ONLY
THIS PLAN IS SUBJECT TO CHANGES IN THE FIELD
ALL APPLICABLE EQUIPMENT SHALL HAVE SANDBAGS AND FLAGS
TRAFFIC PLAN IS FOR 24 HOUR USE
BUSINESS AND LOCAL ACCESS SHALL BE MAINTAINED WHEN POSSIBLE
CONFLICTING SIGNS SHALL BE COVERED WHILE TEMPORARY TRAFFIC CONTROL IS IN PLACE.
BUMP SIGNS SHALL BE PLACED PRIOR TO ANY STEEL PLATES IN THE ROADWAY

Sign sizes and Reflectivity

A) 18x24 Reg__ Hi Int__	G) 48x60 Reg__ Hi Int__
B) 24x24 Reg__ Hi Int__	H) 18x18 Reg__ Hi Int__
C) 24x30 Reg__ Hi Int__	I) 24x48 Reg__ Hi Int__
D) 30x30 Reg__ Hi Int__	J) 36x48 Reg__ Hi Int__
E) 36x36 Reg__ Hi Int__	K) Other _____
F) 48x48 Reg__ Hi Int__	Reg__ Hi Int__

Traffic control plan review and approval

Approved By _____ Date _____

LEGEND

- Channelized Devices
- High Level Flagtree
- Type I Barricade
- Sign with a Stand
- Work Zone

Note: Quantities of channelized devices will vary per manual requirements.

Owner	CITY OF AVONDALE
Project Name	THOMAS & DYSART
Project Number	5603
Prime Contractor	HUNTER CONTRACTING
	BOB'S BARRICADES INC.
Phone	602-272-3434
Sheet Number	1
Date	11/02/07
Prepared By	JOSEPH SPRING 602-723-7027
Start Date	UPON APPROVAL
Start Times	24 HOUR
Permit Number	
Approved By:	

EXHIBIT J
TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

[Performance Bond]

See following pages.

Bond No. 104 993 685

PERFORMANCE BOND
ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this Bond Must Be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Hunter Contracting Co. (Hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter ''Surety''), a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee), in the amount of One Million, Nine Hundred Forty-Two Thousand, Four Hundred Ninety-Eight & 40/100----- DOLLARS ($ 1,942,498.40--) for the payment whereo Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____ 20___to construct Avondale Mini Bus Center - Project #AD06-033

which contract is hereby referred to and made a part of as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully performs and fulfills all the undertakings, covenants, terms, and conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

Bond Number 104 993 685

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 6th day of November 2007

PASSEY-BOND CO., INC.
Agent of Record

Hunter Contracting Co.
Principal

By: Tom Sornsin
Tom C. Sornsin, Vice President

Travelers Casualty and Surety Company of America
COMPANY
Surety
A.M. BEST RATING: A+

Seal

P O BOX 819, MESA, AZ 85211
Agent Address
Telephone # (480)969-2291

By:
William J. Passey
Attorney-In-Fact

EXHIBIT K
TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

[Payment Bond]

See following pages.

Bond No. 104 993 685

LABOR AND MATERIALS BOND
ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this Bond Must Be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Hunter Contracting Co. (Hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter ''Surety'') , a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Avondale (hereinafter called the Obligee) in the amount of One Million, Nine Hundred Forty-Two Thousand, Four Hundred Ninety-Eight & 40/100---------- ($ 1,942,498.40--), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____ 20___ for Avondale Mini Bus Center - Project #AD06-033

which contract is hereby referred to and made a part of as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

Bond Number 104 993 685

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 6th day of November 2007

PASSEY-BOND CO., INC.
Agent of Record

Hunter Contracting Co.
Principal

By: Tom Sornsin
Tom C. Sornsin, Vice President

Travelers Casualty and Surety Company of America
COMPANY
Surety
A.M. BEST RATING: A+

Seal

P O BOX 819, MESA, AZ 85211
Agent Address
Telephone # (480)969-2291

By:
William J. Passey
Attorney-In-Fact

EXHIBIT L
TO
DESIGN-BUILD AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HUNTER CONTRACTING CO.

[DBE Program]

See following pages.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE Program)

Section I. Definitions

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies (City of Phoenix, City of Tucson, Arizona Department of Transportation) organized to provide reciprocal DBE certification within Arizona pursuant to 49 CFR Part 26. The Arizona Unified Certification Program maintains the official DBE database containing DBE Firms certified by the consortium. The database can be accessed at the following website address: http://www.azdbe.org.

Contract is that certain design-build agreement entered into by the Prime Contractor and the Purchaser, dated May 7, 2007.

DBE Firm means a sole proprietorship, corporation, partnership or other entity that has been granted DBE status and which meets the following criteria:

1. Corporation is a DBE, for purposes of this Contract, if the ownership, operation, and control of the business is conditioned upon the control of its shares of stock or other equitable securities, at least 51 percent of which (of all shares) is legally and equitably owned by socially and economically disadvantaged individuals, as determined by the City of Phoenix or Arizona Unified Certification Program in the DBE certification process.

2. Partnership is a DBE, for purposes of this contract, if more than 51 percent of the assets or interest in the partnership's property is owned by one or more socially and economically disadvantaged individuals, as determined by the City of Phoenix or Arizona Unified Certification Program in the DBE certification process.

3. Sole Proprietorship is a DBE for purposes of this Contract, if it is 100 percent owned, operated, and controlled by a socially and economically disadvantaged individual as determined by the City of Phoenix or Arizona Unified Certification Program in the DBE certification process.

DBE Joint Venture is an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. One participant in the joint venture arrangement must hold DBE status with the City of Phoenix or Arizona Unified Certification Program. The joint venture is limited in scope and duration to this contract, the resources, assets and labor of the participants must be combined in an effort to accrue profit.

Disadvantaged Business Enterprise (DBE) means a small business concern that has successfully completed the DBE certification process and been granted DBE status by the City of Phoenix Equal Opportunity Department or Arizona Unified Certification Program pursuant to the criteria contained in 49 CFR Part 26.

Small Business Concern means a small business as defined in the U.S. Department of Transportation 49 CFR Part 26. A small business concern shall not include any concern or group of concerns

controlled by the same socially and economically disadvantaged individual(s) that has annual average gross receipts in excess of the cap established by federal regulation.

Socially and Economically Disadvantaged Individuals means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Membership in one of the above-mentioned groups does not qualify the firm to be considered a DBE for purposes of this contract. Only firms that have completed a DBE certification process and been granted DBE status by the City of Phoenix or Arizona Unified Certification Program shall be considered socially and economically disadvantaged individuals for purposes of this Contract.

Prime Contractor, for the purposes of this DBE Program, is Hunter Contracting Co., which has entered into the Contract with the City of Avondale.

Purchaser, for purposes of this DBE Program, means the City of Avondale.

Subcontract is any contract at any tier below the prime Contract, including purchase orders.

Supplier is a business enterprise that manufactures the goods or materials it sells, as defined by 49 CFR Part 26.

Wholesaler, Distributor, Broker, or Jobber is a business enterprise that does not manufacture the goods or materials it sells, or does not perform the essential work of the Contract. Example: 1) A trucking company that does not own or operate the trucks necessary to perform the work, but which brokers the work to another trucking firm; 2) A distributor who supplies goods or materials as a pass through from the manufacturer, without substantial alteration of the goods or materials; or 3) A sub-tier bidder who purchases and supplies the goods and materials on behalf of the Prime Contractor, and delivers the goods and materials to the Prime Contractor without substantial alteration of the goods and materials.

Section II. DBE Utilization

A. **Obligation** - Prime Contractors are required to meet the DBE Program bid requirements detailed herein and, by the acceptance of the Contract, agree to provide opportunities for the fair and full utilization of DBEs by complying with the DBE document submittal and post-award requirements herein. Nothing in this DBE Program shall be construed to require the utilization of DBE firms that are not qualified or available to perform work.

B. **Established DBE Requirement** - For this project, the City of Phoenix Public Transit Department has established the following goal for the utilization of DBE firms:

Disadvantaged Business Enterprises (DBEs) shall participate in not less than 9.5% of the Contract dollar amount relating solely to the construction portion of the Project; these DBE requirements shall not be applicable to the design services portion of the Contract. In determining whether a Prime Contractor has met this requirement, rounding up of DBE subcontract bid amounts shall not be allowed.

Section III. Degrees of DBE Percentage Attainment

A. **<u>Subcontracts with DBE Firms</u>** - All DBE Firms proposed to participate in this Contract opportunity must be DBE certified by the City of Phoenix or Arizona Unified Certification Program prior to submission of the final DBE documentation by the Prime Contractor.

Expenditures to a DBE Firm can be counted toward DBE goals only if the DBE is performing a commercially useful function on the Contract. In order to meet this commercially useful function standard, the DBE Firm must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce.

Provided the DBE Firm meets the commercially useful function standard as described above, participation on the Contract will be calculated based on that portion (dollar value) of the Contract that DBEs actually perform with their own forces. This includes the cost of supplies and materials obtained by the DBE for the work on the contract, **except** when supplies and/or equipment is purchased or leased from the Prime Contractor or its affiliate. Special emphasis and care should be taken to ensure that the following types of participation are handled properly:

1. **Fees & Commissions**: DBE Firms that supply a bona fide service for a fee or commission may be counted only to the extent of the fees or commissions charged by the DBE. This includes, but is not limited to, providing professional, technical, consultant, or managerial services, and bonds or insurance specifically required for the performance of a DOT-assisted contract. The fees must be reasonable and not excessive as compared with fees customarily allowed for similar services. **Example**: *A DBE firm that supplies uniformed officers for security or traffic control may count only the amounts charged as a commission. The hourly amount paid to the officers may not be counted. If the "per hour" bid amount to the Prime Contractor is $30, and $21 per hour will be paid to the officers, only $9 per hour can be counted towards achieving the DBE goal. If the firm estimates that there will be 200 hours of work bid at a rate of $30 per hour, only $1,800 of the total $6,000 bid could be counted.*

2. **Trucking & Hauling**: The amount of a trucking/hauling subcontract that may be counted towards the DBE utilization requirement may be limited. A DBE must itself own and operate at least one fully licensed, insured, and operational truck that will be used on the Contract. The DBE subcontractor may lease trucks from another DBE firm and receive full credit for the services of those leased vehicles. Non-DBE owned trucks may be leased to perform work on the contract, but non-DBE leased trucks may only be credited for the fees or commissions the DBE subcontractor retains over and above the cost of the lease arrangement. **Example**: *A DBE trucking firm uses seven trucks on a job. Two are owned by the DBE and one is leased from another certified DBE firm. Four trucks are leased from a non-DBE. The full value of the services provided by the three DBE owned trucks may be credited to the goal. However, only the brokerage fee that the DBE subcontractor receives for leasing the four non-DBE trucks may be counted as DBE utilization.*

B. **<u>DBE Prime Contractor</u>** - A DBE Prime Contractor that has obtained DBE status with the City of Phoenix or Arizona Unified Certification Program will be credited with DBE participation for that portion of the Contract that they themselves perform, only if the DBE Prime

Contractor performs a commercially useful function on that Contract. In order to meet the commercially useful function standard, a DBE Prime Contractor must perform or exercise responsibility for at least **30 percent** of the total cost of its contract with its own workforce. A DBE Prime Contractor that has not been granted DBE status by the City of Phoenix or Arizona Unified Certification Program cannot count its participation. In addition, any portion of the contract that is subcontracted and performed by an eligible DBE subcontractor may also be counted. **Example**: *If a DBE prime contractor proposes to perform 60 percent of the contract with the firm's equipment and workforce, and subcontracts 20 percent to a DBE firm and 20 percent to a non-DBE firm, DBE participation will be credited as being 80 percent.*

C. **DBE /Non-DBE Joint Ventures** - A DBE/non-DBE joint venture, functioning as the Prime Contractor or as a subcontractor on a City project will be credited with DBE participation on the basis of the percentage of profit accruing to the DBE Firm. The DBE participant in the DBE Joint Venture must have been granted DBE status by the City of Phoenix or Arizona Unified Certification Program. **Example**: *A joint venture made up of one DBE and one non-DBE proposes to perform 60 percent of a project quoted at $400,000. A total of 50 percent of the profits for performing the work will go to the DBE partner in the joint venture. DBE participation will be credited at 30 percent or $120,000.*

D. **Lower Tier Non-DBE Participation** - Subcontract dollars paid by DBE Prime Contractor and/or qualifying DBE Joint Ventures to non-DBE subcontractors will not be considered when determining the percentage of DBE participation on this contract. Amounts subcontracted to a non-DBE by a DBE subcontractor (2nd tier or lower) may not be counted.

E. **DBE Suppliers** - Purchases from DBE Suppliers who have been granted DBE status by the City of Phoenix or Arizona Unified Certification Program may be counted towards the goals as follows:

1. Manufacturers - Amounts paid to a DBE Supplier that manufactures or substantially alters the material or product it supplies will be credited at 100% of the expenditure when determining the percentage of DBE participation.

2. Regular Dealer - Purchases from a DBE Firm that is an established, regular business that engages, as its principal business, in the purchase, sale, or lease of the products being supplied **may be credited towards the DBE goal at sixty percent (60%) of the sale price** when determining the percentage of DBE participation.

3. Packagers, Brokers, Manufacturers' Representatives - Purchases from a DBE Firm that arranges or expedites transactions not as regular dealers **may not be counted** in full when determining DBE participation. Only the fees or commissions charged in the procurement of the materials or supplies, or fees/transportation charges for the delivery of the materials or supplies, may be credited towards achievement of the DBE goal.

Section IV. Determination of Responsiveness to DBE Requirements

A. **Prime Contractors Declaring They Will Meet the DBE Requirements** - The Prime Contractor shall provide all required DBE validating information **once contract negotiations with the City of Avondale have been completed and prior to the construction contract award**. Failure to submit the DBE Program documentation, in completed form, will result in a determination by the City that the Prime Contractor is non-responsive to the DBE requirements. For purposes of this requirement, other documentation that may, on its face, provide the same information contained on the required forms, shall not be sufficient to meet this requirement. The submittal of the required documentation shall be a "matter of responsibility" as such term is used in 49 CFR Part 26.

All required information should be submitted for verification once contract negotiations have been completed. At a minimum, the documentation demonstrating compliance with the DBE requirements shall contain:

1. Attachment A - "Letter of Intent to Perform as a Subcontractor/Supplier"

The dollar value and the scope of work the DBE subcontractor is bidding to perform must be completed in full on the form. All DBE Firms listed on Attachment A must have been granted DBE status by the City of Phoenix or Arizona Unified Certification Program. DBE Firms that have not completed the certification process with the City or Arizona Unified Certification Program will not be eligible to meet goals on this project.

The Prime Contractor may not make alterations to the information on the form. Any negotiations with the DBE as to a reduced or increased scope of work or bid amount must be completed after contract negotiations with the City of Avondale have been completed and prior to contract award and must be accurately reflected on Attachment A.

For scopes of work where a total contract amount cannot be determined, the *Letter of Intent to Perform as a Subcontractor/Supplier* should reflect the minimum amount that will be paid to the DBE. When the form contains scopes of work where all of the dollars that will be paid to the DBE cannot be counted towards achieving the DBE goal, the form should also reflect the amount that is applicable to the goal. This includes the fees and commissions for non-DBE leased trucks as cited in Section III (A)(2) and/or for other professional, technical, consultant, or managerial services as cited in Section lll (A)(1). **Example**: *A DBE firm will provide uniformed officers on the job. The DBE pays the officers $21 per hour but has bid the contract to the prime contractor at $30 per hour. Only the $9 per hour that the DBE maintains as a fee/commission should be reflected on Parts 2, 3, and 4 of Attachment A.*

2. Attachment B – "Proposed DBE Bid Participation"

The Prime Contractor's Proposed DBE Participation form (Attachment B) must reflect the same scope of work and bid amount attested to by the DBE subcontractor on the Attachment A submitted to the Prime Contractor. **Note**: It is the responsibility of the Prime Contractor to ensure that the DBE has been certified by the City of Phoenix or Arizona Unified Certification Program in the scope of work to be performed by the DBE. **DBE scopes of work listed on the form that fall outside the trade or performance area in which the DBE has been granted certification by the Arizona Unified Certification Program shall not be counted in determining if the Prime Contractor has met the DBE goal requirements**. If there are questions, the Prime Contractor should contact the City of Phoenix Public Transit Department for verification. The City of Avondale reserves the right to validate information on the form with the DBE subcontractor or licensing agents as part of the verification process. Intentionally inflating the amount of such work in order to meet the DBE bid requirements shall constitute a lack of good faith on behalf of the Prime Contractor.

Where DBE subcontracting is proposed on a Prime Contractor's Attachment B in scopes of work where a final contract amount cannot readily be determined (trucking, hauling, security officers, etc.), **the minimum bid amount agreed upon between the Prime Contractor and DBE subcontractor that can be counted towards meeting the DBE goal** should be reflected on Attachment B. The City will not release the Prime Contractor from the obligation to meet the DBE requirements of the contract based on a failure to utilize DBEs in these areas of work to the extent reflected on Attachment B.

3. Attachment C (Where Applicable) – "Identification Statement for Disadvantaged Business Enterprises"

The following form is not required if the DBE Firm(s) listed in Attachments A & B is/are certified by the City of Phoenix. The form is required if the DBE Firm(s) has been granted DBE status by a member of the Arizona Unified Certification Program other than the City of Phoenix. This would include firms granted DBE status by the Arizona Department of Transportation or the City of Tucson.

B. **Petitioning For Full or Partial Relief From DBE Requirements** – If the Prime Contractor fails to identify DBE participation that is equal to, or greater than, the DBE requirement in Section II (B) of this document, it shall petition for grant of relief from the portion of the requirement that has not been met. Such petition must state the specific portion of the goal for which relief is requested. The petition and all supporting documentation **must be submitted as soon as possible after Contract negotiations have been completed with the City of Avondale and prior to Contract award.**

The request for relief from a portion of the established DBE goal does not relieve the Prime Contractor from the requirement to submit the documentation listed in Part A of this document (Attachments A, B, and C where applicable) for that portion of the DBE goal that will be met. The submittal shall include all reasonable good faith efforts made by the prime contractor towards fulfilling the DBE requirement. The petition must (i) be executed in affidavit format and be duly

signed by an authorized representative of the Prime Contractor and (ii) substantiate the actions taken to meet the good faith requirements by written documentation and proof. A mere declaration that good faith efforts were made will not be sufficient to meet the burden of proof required. Failure of the Prime Contractor to provide sufficient evidence to show good faith efforts made to obtain DBE participation shall result in a determination that the Prime Contractor was non-responsive to the DBE requirements of this Agreement. The City of Phoenix Public Transit Department's decision as to whether or not good faith efforts have been made is final and conclusive.

The following factors, as set forth in 49 CFR Part 26 Appendix A – Guidance Concerning Good Faith Efforts, are illustrative of matters, which the City of Phoenix Public Transit Department will consider in judging whether the Prime Contractor made good faith efforts:

1. Whether the Prime Contractor attended pre-bid or pre-solicitation meetings that were scheduled by the City of Avondale. The City of Avondale will verify attendance through the "Sign-In Log" maintained for each pre-bid and pre-solicitation meeting.

2. Whether the Prime Contractor advertised in general-circulation trade association and DBE-focused media concerning the subcontracting opportunities. Prime Contractors should have allowed a reasonable period of time for DBEs to participate in subcontracting negotiations when advertising. Prime Contractors should allow 20 calendar days in instances where the actual bid cycle is sufficient to allow this period of time. The Prime Contractor should provide copies of all advertisements, depicting the publication date of the notice.

3. Whether the Prime Contractor solicited interest from a reasonable number of DBE firms. The notices should be in written format and should show that sufficient time was allowed for DBEs to participate effectively.

4. Whether the Prime Contractor followed up on initial solicitations by contacting DBEs to determine with certainty whether the DBEs were interested.

5. Whether the Prime Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals. This includes, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

6. Whether the Prime Contractor provided adequate information about the plans, specifications, and requirements of the contract to interested DBEs.

7. Whether the Prime Contractor negotiated in good faith with interested DBEs and did not reject a DBE's bid as unqualified without sound reasons, based on a thorough investigation of their capabilities.

8. Whether the Prime Contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or any insurance required by the City of Avondale or Prime Contractor.

9. Whether the Prime Contractor effectively used the services of available DBE community organizations, DBE contractors groups, local, state and Federal DBE assistance offices, and other organizations that provide assistance in the recruitment and placement of DBEs.

C. **Direct Negotiations With DBE Firms** - Where direct negotiation with DBEs for sub-bids was made, the actions taken must be reported in such a fashion as to include the following terms:

1. A detailed statement of the efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs contacted and the date(s) of all contact.

2. A description of the plans and specifications information provided to DBEs regarding the portions of the work to be performed.

3. A detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not achieved.

4. A detailed statement of the efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

5. For each DBE contacted who is subsequently considered to be unavailable, the Prime Contractor must submit an Unavailability Certificate signed by the DBE. If the DBE refuses to provide the certification, the Prime Contractor must submit a statement to that effect along with a detailed statement of the reasons for his conclusion of unavailability.

D. **DBE Prime Contractors Who Are Distributors or Manufacturers** - If the Prime Contractor is a distributor or a manufacturer, and it can be shown that the opportunity for DBE utilization does not exist, good faith efforts must include research into the potential for DBE participation in the roles of sub-supplier, transporter, engineering, distribution, or other roles contributing to the performance of the contract. Information must be submitted, in affidavit form, stating the researched reasons why DBE participation will not be practical to the extent of the contract's DBE goal.

E. **Assistance** - A representative of the Phoenix Public Transit Department may, upon written notice to the Prime Contractor, meet with the Prime Contractor to discuss their evidence of good faith efforts to contact and negotiate with DBEs, and/or their inability to achieve the established DBE requirement.

F. **Failure of Prime Contractor to Make a Good Faith Effort** - In the event that the City of Phoenix Public Transit Department determines that the Prime Contractor has not made good faith efforts to meet the established requirement, the City of Avondale may consider the Prime Contractor as non-responsive.

G. **Administrative Reconsideration** - If the City of Phoenix Public Transit Department determines that the Prime Contractor failed to meet the good faith effort requirements, an

opportunity for administrative reconsideration will be provided prior to awarding the Contract. The Prime Contractor will be informed in writing, by facsimile or U.S. Mail, of the determination. Within three working days of being informed by the City of Phoenix Public Transit Department of an insufficient good faith effort, a Prime Contractor may request administrative reconsideration. The Prime Contractor should make this request in writing to:

Public Transit Department
Facilities Division
Civil Rights Manager
301 North First Avenue, Suite 900
Phoenix, AZ 85003

Section V. Requirements and Procedures Subsequent to Contract Award

A. **DBE Subcontracting Obligation** - Upon approval of the required DBE utilization documentation, the contractor receiving award of the Contract shall enter into a subcontract with each approved DBE subcontractor listed in their bid submittal. The contract shall be for the scope of work and amount stated in the bid documents. DBE subcontracts shall not be terminated, nor shall the scope of work or the amount to be paid to the DBE be altered by the Prime Contractor without the written approval of the City of Phoenix Public Transit Department; provided, however, that any change in the amount to be paid to a DBE that would result in an increase to the amount to be paid by the City of Avondale under this Agreement shall require the prior, written approval of the City of Avondale. Any petition to alter the original subcontract with a DBE must be submitted in writing to the City of Avondale prior to such change occurring. Failure to do so may result in the Prime Contractor being declared in breach of the Contract.

B. **DBE Substitutions** - The Contractor must notify the City of Phoenix Public Transit Department in writing of the necessity to substitute a new DBE in order to fulfill the DBE requirements. Actual substitution or replacement of DBEs to fulfill DBE Contract requirements shall not be made before the City of Phoenix Public Transit Department's approval is given as to the acceptability of the substitute DBE. The letter requesting approval of a substitution must provide specific reasons for justifying release by the City of a DBE that was listed in the Contractor's bid.

C. **Failure to Meet DBE Contract Requirements** - Failure to utilize DBEs as stated in the Contractor's assurances constitutes breach of contract and may lead to the cancellation or termination of the Contract.

D. **Relief From DBE Requirements** - After award of the Contract, no relief of the DBE requirements will be granted except in exceptional circumstances. Requests for complete or partial waiver of the DBE requirements of this Contract must be submitted in writing to the City of Phoenix Public Transit Department. The request for relief must contain details of the request, the circumstances that make the request necessary, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Prime Contractor to contract with the DBEs listed in the bid submittal documents, locate and solicit replacement or substitute DBEs, and seek assistance from the City of Phoenix Public Transit Department.

In cases where an enterprise previously verified to be a DBE allows their DBE status to expire prior to completion of their contract, the City of Phoenix Public Transit Department shall consider all work performed by the DBE as being eligible to meet the utilization requirements of the contract. The Prime Contractor will not be penalized for this occurrence as it is outside of its control.

In instances where a firm was considered to be a bona fide DBE by the City of Phoenix or Arizona Unified Certification Program and is subsequently found not to be bona fide, the City of Phoenix Public Transit Department will consider the following special criteria in evaluating a request for relief of the DBE requirements of the Contract:

1. Whether the Prime Contractor was reasonable in believing the enterprise to be a bona fide DBE; and

2. Whether efforts were taken to substitute the firm with a valid DBE.

Section VI. Reporting Requirements and Post Award Compliance

A. **Attempts to Evade DBE Requirements** - Any Prime Contractor found to have knowingly engaged or participated in any direct or indirect attempt to evade the requirements of this DBE Program may be declared ineligible for future contracts with the City of Avondale that contain federal assistance. The Prime Contractor may be held liable to the City of Avondale for any forfeiture of funds or damages caused by delay in the award or performance of the contract resulting from the Contractor's non-compliance.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use false, fraudulent or deceitful statements or representations, the City of Phoenix reserves the right under the provisions of 49 CFR Part 26.107(b) to report such actions to the USDOT. The USDOT may, at its discretion, initiate suspension or debarment proceedings against the firm.

B. **Records Requirements** - During the performance of the work under this Contract, the Prime Contractor shall keep such records as are necessary to determine compliance with its DBE utilization obligations. Records to be kept by the Prime Contractor will include an up-to-date listing of all DBE and non-DBE contractors, the type of work being performed by subcontractors, and the actual dollar value of such work, services and procurement.

Notice shall be made in writing to the City of Phoenix Public Transit Department at any time during the Contract period that the Prime Contractor anticipates that the DBE requirements on the Contract will not be achieved. The notice shall also include: (1) the progress and efforts being made to seek out DBEs for work under the Contract and, (2) documentation of all correspondence, contacts, telephone calls, etc., made to obtain the services of DBEs on the project.

C. **Subcontracts** - The Prime Contractor shall enter into, or make good faith efforts to enter into, a contracting arrangement with each DBE firm listed on Attachment B of their bid submittal. Copies of all DBE subcontracts shall be submitted to the City of Phoenix Public Transit Department as a matter of compliance.

D. **Timely Reporting** - During the Contract period, the Prime Contractor shall submit timely reports related to DBE subcontracts and other business transactions executed with DBEs with respect to the Contract. The reports shall be in such a form, manner, and content as prescribed by the City of Phoenix. These reports shall be submitted with each request for payment, and/or by the 10th of each month. Reports should be submitted to the City of Avondale. The monthly report refers to Attachment D and any other document that the City of Phoenix may request related to the DBE subcontracts and utilization.

E. **Certificate of Payment to DBE Firms** - Upon completion of the Contract, the Prime Contractor shall submit a "Certification of Payment to DBE Firms" form (Attachment E) to the City of Phoenix Public Transit Department. This form is to be completed and signed by a duly authorized agent of the Prime Contractor and by all DBE subcontractors, and must verify that the DBE(s) has been paid in full.

Section VII. Required Assurances

The City of Avondale has agreed to abide by the assurance found in 49 CFR Part 26.13(a) as required by the U. S. Department of Transportation. As a condition of this agreement, the City of Avondale shall require each contract signed by the City with contractors, and each subcontract signed by the contractor with a subcontractor, to include the following assurance:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the City of Avondale deems appropriate."

ATTACHMENT A
LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER
(TO BE COMPLETED BY THE DBE SUBCONTRACTOR/SUPPLIER)

PROJECT DESCRIPTION: **PROJECT NUMBER:**

TO: Hunter Contracting
(Insert name of prime contractor or general bidder)

1. The undersigned is certified as a DBE as of the date of this bid with the following agency:

   ✓ City of Phoenix Equal Opportunity Dept.

   ___ Arizona Unified Certifiontion Program (please provide agency name and complete Attachment C)

2. The undersigned is prepared to perform the following scope(s) of work on the above referenced project:

COMPLETE THIS PORTION IF SCOPE OF WORK IS BID BY UNIT PRICE OR HOURLY RATE TRUCKING, HAULING, UNIFORMED OFFICERS, ETC.			
Description	Unit/Hour Estimate	Unit/Hourly Price	Total Minimum Contract Amount
—	—	—	$ -0-

COMPLETE THIS PORTION IF SCOPE OF WORK IS NOT BID BY UNIT PRICE OR HOURLY RATE	
Description	Total Bid Amount
Landscaping & Irrigation	$ 101,572.00

3. The undersigned affirms that of the trucking/hauling work quoted above, the following applies:

   Total Minimum Contract Amount $ -0-
   Percentage Subcontracted to Non-DBE Trucking Firms % -0-
   Brokerage Fee Charged to Non-DBE Trucking Firms % -0-

4. The undersigned affirms the amount of fees and commissions for work quoted above is as follows:

   Unit Price Bid $_____ Fees/Commissions Portion of Bid $ -0-

5. The undersigned will sublet and/or award $ -0- of work bid to a non-DBE firm

6. The undersigned will sublet and/or award $ -0- of work bid to another certified DBE firm

On the _____ day of _____, 200____, by signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the City of Avondale.

RECON INC
(Print DBE Firm Name)

(602) 437-4393
(Phone Number)

(Authorized Signature)

JUDITH SHAFKIND, PRESIDENT
(Print Name and Title)

715745.3

ATTACHMENT A
LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER
(TO BE COMPLETED BY THE DBE SUBCONTRACTOR/SUPPLIER)

PROJECT DESCRIPTION: **PROJECT NUMBER:**

TO: Hunter Contracting
(Insert name of prime contractor or general bidder)

1. The undersigned is certified as a DBE as of the date of this bid with the following agency:

   X City of Phoenix Equal Opportunity Dept.

   X Arizona Unified Certification Program (please provide agency name and complete Attachment C)

2. The undersigned is prepared to perform the following scope(s) of work on the above referenced project:

COMPLETE THIS PORTION IF SCOPE OF WORK IS BID BY UNIT PRICE OR HOURLY RATE (TRUCKING, HAULING, UNIFORMED OFFICERS, ETC.)			
Description	**Unit/Hour Estimate**	**Unit/Hourly Price**	**Total Minimum Contract Amount**
			$

COMPLETE THIS PORTION IF SCOPE OF WORK IS NOT BID BY UNIT PRICE OR HOURLY RATE	
Description	**Total Bid Amount**
ELECTRICAL	$ 138,525.00

3. The undersigned affirms that of the trucking/hauling work quoted above, the following applies:

   Total Minimum Contract Amount $ 138,525.00
   Percentage Subcontracted to Non-DBE Trucking Firms %____
   Brokerage Fee Charged to Non-DBE Trucking Firms %____

4. The undersigned affirms the amount of fees and commissions for work quoted above is as follows:

   Unit Price Bid $_____ Fees/Commissions Portion of Bid $_____

5. The undersigned will sublet and/or award $ Ø of work bid to a non-DBE firm

6. The undersigned will sublet and/or award $ Ø of work bid to another certified DBE firm

On the 26th day of OCT, 2007, by signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the City of Avondale.

Electrical Concepts, Inc
(Print DBE Firm Name)

623-934-2986
(Phone Number)

(Authorized Signature)

Bruce Jackson, Pres
(Print Name and Title)

715745.3

ATTACHMENT B
PROPOSED DBE PARTICIPATION
(TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT)

NAME OF BIDDER Hunter Contracting Co.

PROJECT DESCRIPTION EMCC Mini Bus Transit Center

DBE FIRM NAME	PRINCIPAL CONTACT	ADDRESS/PHONE	SCOPE OF WORK	$ VALUE OF WORK	$ VALUE OF DBE UTILIZATION APPLIED TOWARD GOAL
Recon inc	Tom Wills	(602)437-4393 3104 E. Camelback Rd. Phx, Az	Landscape Sub	$101,572.00	$101,572.00
Electrical Concepts inc	Bruce Jackson	(623)434-2986 7222 N. 59th Dr. Glendale, Az	Electrical Sub	$138,525.00	$138,525.00
				TOTAL	$240,097.00

NOTE: IF LISTING TRUCKING/HAULING, UNIFORMED POLICE OFFICERS, SUPPLIERS, OR OTHER SCOPES OF WORK THAT MAY BE SUBJECT TO DI UTILIZATION LIMITATIONS, PLEASE REFER TO THE SPECIFICATION DOCUMENTS FOR INSTRUCTIONS

THE TOTAL PROPOSED DBE UTILIZATION LISTED ABOVE IS $240,097.00 OR 23 % OF THE BASE BID AMOUNT $1,042,220.21.

THE UNDERSIGNED HEREIN AFFIRMS THAT THE PRIME CONTRACTOR WILL ENTER INTO A FORMAL AGREEMENT WITH THE DBE CONSULTANTS/CONTRACTORS/SUPPLIERS LISTED HEREIN CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH THE CITY OF AVONDALE.

Signed By [signature] Title PROJECT MANAGER Date 10/26/07

715745.3

ATTACHMENT C

IDENTIFICATION STATEMENT FOR DISADVANTAGED BUSINESS ENTERPRISES

(TO BE COMPLETED BY ANY DBE CERTIFIED BY A MEMBER OF THE ARIZONA UNIFIED CERTIFICATION PROGRAM OTHER THAN THE CITY OF PHOENIX)

The undersigned herein affirms that the firm submitting this statement has qualified as a Disadvantaged Business Enterprise and holds a current DBE certification from a member of the Arizona Unified Certification Program other than the City of Phoenix as follows:

DBE CERTIFYING AGENCY: _____ PHONE #: _____

EXPIRATION DATE OF CURRENT DBE CERTIFICATION: _____, 200____

DBE BUSINESS NAME: _____

DBE PRINCIPAL BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE #: (____)_____

DBE QUALIFYING OWNER: _____ TITLE _____

LICENSES HELD BY DBE FIRM: _____

ISSUED BY: _____

SERVICES/WORK/PRODUCTS PROVIDED: _____

SIGNED AND DATED this _____ day of _____, 200_____

_____ _____

Authorized Signature Print Name and Title

FOR ADDITIONAL INFORMATION ON THE COMPLETION OF THIS FORM, PLEASE CONTACT THE CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT AT (602) 534-6284

ATTACHMENT D

CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT
COMPLIANCE AND CONTRACTS DIVISION
CONTRACTOR'S STATEMENT OF DBE UTILIZATION

SHEET ____ OF ____

(1) PAY REQUEST NO._____ (2) REPORT PERIOD FROM _____ TO _____

(3) PROJECT NAME _____ (4) PROJECT NO. _____ (5) BASE BID $_____

(6) CONTRACT NO. _____ (7) REQUIRED DBE UTILIZATION _____% (8) PROPOSED DBE UTILIZATION_____%

(9) DBE NAME REPRESENTATIVE NAME & TELEPHONE NUMBER	(10) CLASS OF WORK	(11) CONTRACT AMOUNT	(12) CONTRACT ADJUSTMENTS	(13) REVISED CONTRACT AMOUNT	(14) AMOUNT EARNED THIS PERIOD	(15) AMOUNT EARNED TO DATE	(16) AMOUNT RETAINED THIS PERIOD	(17) AMOUNT RETAINED TO DATE	(18) AMOUNT PAID TO DBE THIS PERIOD	(19) AMOUNT PAID TO DBE TO DATE	(20) % OF CONTRACT COMPLETE TO DATE
(21) DBE TOTALS											

(22) CONTRACTOR _____ (23) AUTHORIZED SIGNATURE _____ (24) DATE _____

(25) PERCENTAGE OF TOTAL CONTRACT COMPLETED TO DATE _____%

ATTACHMENT E
CITY OF PHOENIX CERTIFICATION OF PAYMENT TO DBE FIRMS
(TO BE COMPLETED BY THE PRIME CONTRACTOR AND DBE SUBCONTRACTOR)

PRIME CONTRACTOR AFFIDAVIT:

The undersigned, having contracted as the prime contractor on Project # _____, hereby certifies that full payment has been made to the DBE subcontractor cited below. The total value of all payments made to the DBE firm for materials and/or work performed on this project contract is as follows:

DBE Subcontractor: _____ Total Amount Paid: $ _____

This certification is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contractor, all documentation supporting the contractor's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAW, THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

By: _____ _____

Authorized Agent for Prime Contractor (Print Name and Title)

Date: _____

DBE SUBCONTRACTOR AFFIDAVIT:

The undersigned DBE subcontractor/supplier/manufacturer hereby certifies that a contract was entered into with the above named prime contractor to perform work or provide materials on the project cited in this document. I further certify that the total amount of payments received as provided herein by the prime contract is accurate and unchallenged.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OF FEDERAL LAWS, THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

By: _____ _____

Authorized Agent for DBE Subcontractor (Print Name and Title)

Date: _____

FOR ADDITIONAL INFORMATION ON THE COMPLETION OF THIS FORM, PLEASE CONTACT THE CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT AT (602) 534-6284

DEVELOPMENT SERVICES

SUBJECT:
Final Plat - Coronado Professional Offices condo plat
FP-07-3

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director

THROUGH: Charlie McClendon, City Manager

REQUEST: Final plat for Coronado Professional Offices condominiums

PARCEL SIZE: 9 acres

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

APPLICANT: Dale Mattingly, RLS, DEI Professional Services

OWNER: Dysart Osborn, LLC

BACKGROUND:

The subject property is located within the Palm Valley PAD which was approved in 1994. The PAD includes areas for both residential and commercial development. The southwest corner of Dysart Road and Osborn Road allows C-1 (Neighborhood Commercial) uses.

On May 15, 2006, the City Council approved a site plan for Coronado Professional Offices. The site plan included 8 one-story office buildings each approximately 5,700 square feet in size.

On May 21, 2007, the City Council approved a time extension for the site plan approval.

SUMMARY OF REQUEST:

1. The applicant is proposing subdivide the airspace within the development's eight buildings to sell individual units as condominiums. The development will consist of 22 individual condominiums in the eight buildings: two in Building A, four in Building B, two in Building C, two in Building D, two in Building E, two in Building F, four in Building G, and four in Building H.
2. The Condominium Declaration designates the boundaries of each unit as the interior unfinished surfaces of the perimeter walls, floors, and ceilings. Each unit includes the entry and exit doors, interior walls, ceiling and floor coverings and the airspace encompassed within the boundaries of each unit.
3. The individual condominium units will range in size from 1,361 to 2,819 square feet.
4. The Condominium Declaration defines 'Common Elements' as all portions of the condominium other than the units. This includes the underlying land, the buildings, all exterior and bearing walls, roofs, drive aisles, and parking spaces, among other things. The Condominium Owners' Association will maintain, repair, and improve all common elements as set forth in the Declaration.
5. The applicant is also dedicating a 50' public trail easement on the west end of the property. This trail was shown on the site plan and is within land that was formerly road right-of-way for 131st Drive. The City abandoned this right-of-way and transferred ownership to the property owners in 2006 with the intent that a public trail easement be established on the property. The trail easement will be constructed by the developer and maintained by the condominium owners association.
6. A preliminary plat is not required for commercial subdivisions.

PARTICIPATION:

Public notifications and public hearings are not required for final plats.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

1. The proposed condominium plat is consistent with the General Plan and the PAD zoning for Coronado Professional Offices.
2. The proposed plat is consistent with the approved site plan for Coronado Professional Offices.
3. The plat is in conformance with the City of Avondale Subdivision Regulations.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** the proposed final plat subject to the following stipulations:

1. The recorded plat shall be in conformance with the condominium plat date stamped October 24, 2007.
2. The Unit Owners Association shall maintain all common open space and right-of-way landscaped areas, including the 50' public trail easement at the west end of the site.
3. The Condominium Declaration/CC&Rs shall be recorded at the time the plat is recorded.

PROPOSED MOTION:

I move that the City Council **APPROVE** application FP-07-3, the final plat for Coronado Professional Offices Condominiums subject to the three staff recommended stipulations.

ATTACHMENTS:

Click to download

- Exhibits A-E

FULL SIZE COPIES (Council Only):

Proposed Final Plat date stamped October 24, 2007

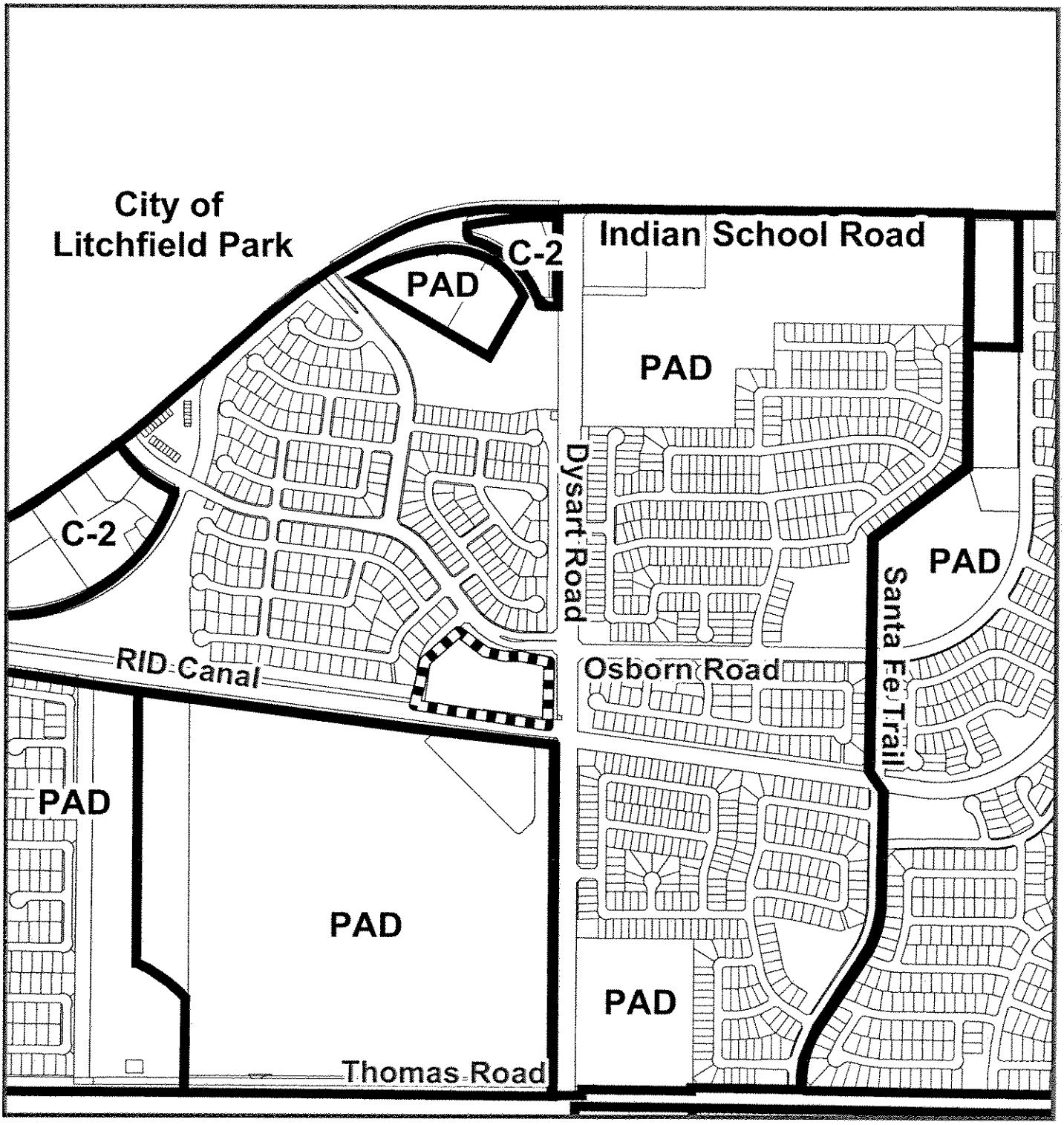
PROJECT MANAGER:

Scott Wilken, Senior Planner

FP-07-3 Coronado Professional Offices condo plat
Exhibits A-E

Exhibit A – Zoning Vicinity Map
Exhibit B – Aerial Photo
Exhibit C – Summary of Related Facts
Exhibit D – Approved site plan for Coronado Professional Offices
Exhibit E – Proposed final plat for Coronado Professional Offices dated October 24, 2007

Exhibit A

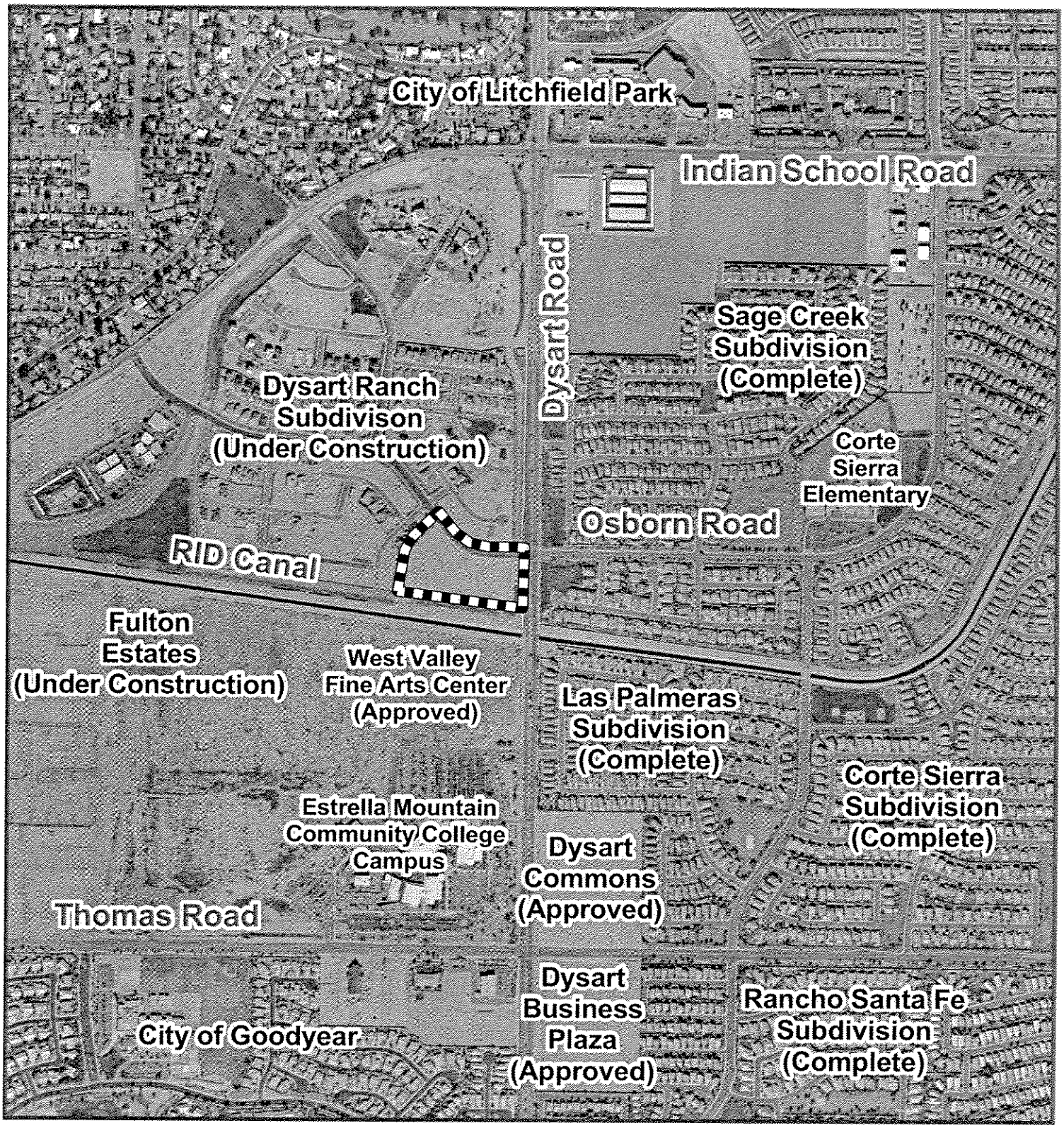


Zoning Vicinity Map
FP-07-3

Avondale

Subject Property

Exhibit B



Aerial Photo 2005
FP-07-3

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION FP-07-3

THE PROPERTY	
PARCEL SIZE	9.00 Acres
LOCATION	Southwest corner of Dysart and Osborn Roads
PHYSICAL CHARACTERISTICS	The site is relatively flat; a 110' wide drainage easement channel runs through the east and south sides of the property
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Palm Valley Planned Area Development)
ZONING HISTORY	The site was zoned PAD in 1994.
DEVELOPMENT AGREEMENT	The City and SunCor Development entered into a development agreement in 1993. The development agreement was amended in 1997, 1998, and 2002. The third amendment to the development agreement specified C-1 (Neighborhood Commercial) uses for the subject property. There are no outstanding issues.

SURROUNDING ZONING AND LAND USE	
NORTH	Single-family residential, zoned PAD (Dysart Ranch)
EAST	Single-family residential, zoned PAD (Sage Creek)
SOUTH	Institutional, zoned PAD (Estrella Mountain Community College)
WEST	Single-family residential, zoned PAD (Dysart Ranch)

GENERAL PLAN
The subject property is designated as Public Facilities on the General Plan Land Use Map and North Avondale Specific Plan.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Litchfield Elementary and Agua Fria Union High School
ELEMENTARY SCHOOL	Corte Sierra Elementary School
HIGH SCHOOL	Agua Fria High School

STREETS	
Dysart Road	
Classification	Major Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2 traffic lanes, ½ center turn lane, and streetlights.
Standard half street improvements	3 traffic lanes, ½ center turn lane with median, curb, gutter, sidewalk, landscaping, bike lane, and street lights.
Osborn Road	
Classification	Collector
Existing half street ROW	40 feet at Dysart, 30 feet at 131st
Standard half street ROW	40 feet, 30 feet at 131st
Existing half street improvements	2 traffic lanes and ½ center turn lane, curb, gutter, sidewalk, bike lane, street lights
Standard half street improvements	2 traffic lanes, ½ center turn lane, curb, gutter, sidewalk, landscaping, bike lane, street lights.

Utilities
There are 12" waterlines in Dysart Road and Osborn Road. There is an existing 15" sewer line in Dysart Road and a 12" sewer line in Thomas Road.

EXHIBIT D

PROJECT DESCRIPTION

PROJECT: THIS PROJECT IS BEING SUBMITTED FOR COMMERCIAL BUILDING PERMIT. THESE (8) NEW GROUND UP BUILDINGS ARE SUBMITTED AS GRAY SHELL BUILDINGS UNDER THIS PERMIT. EACH FUTURE PROPERTY OWNER WILL SUBMIT DRAWINGS FOR A TENANT IMPROVEMENT BUILDOUT PERMIT PER CITY OF AVONDALE REQUIREMENTS AND CODES.

PROJECT DATA

PROJECT NAME: CORONADO PROFESSIONAL OFFICES

SCOPE: (8) NEW BUILDINGS, GROUND UP COMMERCIAL BUILDINGS, GRAY SHELL (FUTURE T.I. UNDER SEPERATE PERMIT.)

ZONING EXISTING: PAD, C-1

NET AREA: 322,058.17 SF. (7 A.C.)
GROSS AREA: 399,095.88 SF (9 A.C.)

LOT COVERAGE PROPOSED:

BUILDING 1:	5,668 S.F.
BUILDING 2:	5,668 S.F.
BUILDING 3:	5,668 S.F.
BUILDING 4:	5,668 S.F.
BUILDING 5:	5,668 S.F.
BUILDING 6:	5,668 S.F.
BUILDING 7:	5,668 S.F.
BUILDING 8:	5,668 S.F.
COVERED PARKING:	5,641 S.F.
TOTAL COVERAGE:	56,285 SF

56,285SF/322,058.17SF = .18 X 100 = 18%
PERCENTAGE: 18%

BUILDING HEIGHT ALLOWED: 30 FEET
BUILDING HEIGHT PROPOSED: 24 FEET
PROJECT ADDRESS: (TO BE ASSIGNED LATER)

PARKING:
REQUIRED: 45,564 S.F. (100%/MEDICAL/200 = 227
STANDARD SPACES PROVIDED: 180 SPACES
COVERED SPACES PROVIDED: 53 SPACES
ACCESSIBLE PROVIDED: 8 SPACES
TOTAL SPACES PROVIDED: 241 SPACES

PAVING AREA: 99,403 SF
93,665 SF/322,058.17 SF = .29 X 100 = 29%

LANDSCAPING PROVIDED:
REQUIRED: 30,518 SF (10% OF SITE AREA)
PROVIDED: 159,200 SF
159,500/322,058SF = .50 X 100 = 50%

CODES:
CITY OF AVONDALE ZONING ORDINANCE
2003 INTERNATIONAL BUILDING CODE
2003 INTERNATIONAL FIRE CODE NFPA
2003 INTERNATIONAL MECHANICAL CODE
2002 NATIONAL ELECTRICAL CODE
1994 NATIONAL PLUMBING CODE
1994 UNIFORM MECHANICAL CODE
AMERICANS WITH DISABILITIES ACT

CONSTRUCTION TYPE: V-B (SPRINKLERED)
V-B (CAR CANOPIES)

OCCUPANCY TYPE: B (OFFICES)
U (CAR CANOPIES)

OCCUPANT LOAD: BUILDING TYPE A: 60 PEOPLE
BUILDING TYPE B: 60 PEOPLE
TOTAL OCCUPANT LOAD: 480 PEOPLE

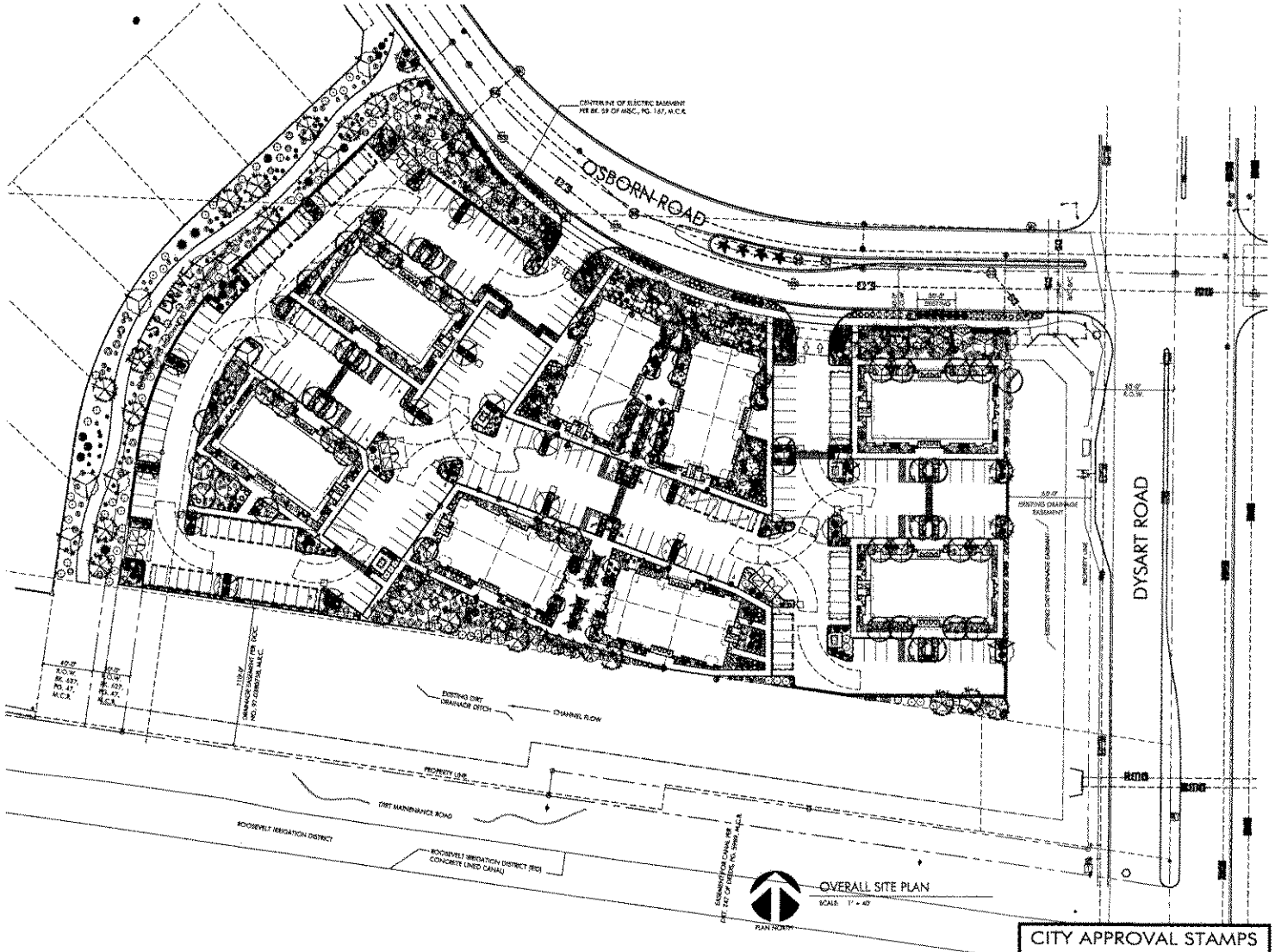
DIRECTORY

DEVELOPER: SPR COMMERCIAL LLP
10105 EAST VIA LINDA
SUITE 103-195
480.219.2948 PHONE
480.219.2948 FAX
CONTACT: PHILIP GIBLE, BRENDAN LUNDY

ARCHITECT: PETERSON ARCHITECTURE AND ASSOCIATES, LLC
9420 E. DOUBLETREE RANCH RD SUITE C-102
SCOTTSDALE, AZ 85258
480.477.1111 PHONE
480.451.2576 FAX
CONTACT: ERIK PETERSON, ABACELI M FRALISTO

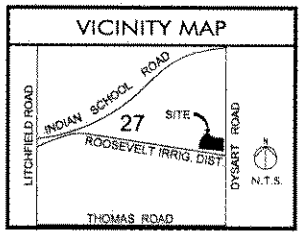
CIVIL: DBI PROFESSIONAL SERVICES
4235 N. 24TH STREET, SUITE 200
PHOENIX, AZ 85016
602.954.8008 PHONE
602.954.8309 FAX
CONTACT: PETER VISSCHER, P.E., GARY MANNINGTON

LANDSCAPE: HSU/VECCHIA & ASSOCIATES, INC.
7295 N. ORINOWATER BLVD., # 11
SCOTTSDALE, AZ 85251
480.949.7127 PHONE
480.949.7655
CONTACT: PAUL VECCHIA, RONALD J.O. ZANON



OVERALL SITE PLAN
SCALE: 1" = 40'

VICINITY MAP



CITY APPROVAL STAMPS

PETERSON ARCHITECTURE & ASSOCIATES, LLC
9420 E. Doubletree Ranch Road
Suite C-102
Scottsdale, AZ 85258
T 480.477.1111
F 480.451.2576
www.Peterson-Architecture.com

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CORONADO PROFESSIONAL OFFICES

DYSART RD & OSBORN
AVONDALE, AZ

DR-05-40 AND CU-05-10

NOT FOR CONSTRUCTION

DATE:	MARCH 10, 2006
SCALE:	AS NOTED
ARCHITECT:	ERIK & PETERSON, AIA
PROJ. NO.:	5108
DRAWN BY:	
CHECKED BY:	

OVERALL SITEPLAN

A0.50

EXHIBIT E

FINAL CONDOMINIUM PLAT FOR
CORONADO PROFESSIONAL PLAZA
LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

DYSART OSBORN, LLC, AS OWNER, HAS SUBDIVIDED FOR CONDOMINIUM USE UNDER THE NAME OF "CORONADO PROFESSIONAL PLAZA", A PORTION OF THE EAST HALF OF SECTION 27, TOWNSHIP 2 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 "CORONADO PROFESSIONAL PLAZA" AND HEREBY DECLARES THAT SAID CONDOMINIUM PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE BUILDINGS, UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS CONSTITUTING SAME AND THAT EACH BUILDING, UNIT, COMMON ELEMENT, LIMITED COMMON ELEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. DYSART OSBORN, LLC, AS OWNER, HEREBY DECLARES AND DEDICATES THE EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES TO THE CITY OF AVONDALE. THE MAINTENANCE OF THE LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF CORONADO PROFESSIONAL PLAZA UNIT OWNERS ASSOCIATION.

IN WITNESS WHEREOF, DYSART OSBORN, LLC, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ....

.... ITS MANAGER THEREUNTO DULY AUTHORIZED THIS .... DAY

OF.............. 2007

BY ....
ITS MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S
COUNTY OF MARICOPA)

ON THIS .... DAY OF .... 2007, BEFORE ME THE UNDERSIGNED, PERSONALLY

APPEARED .... WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

....
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES

.... 20 ......

APPROVALS

THIS IS TO CERTIFY THAT IN MY OPINION ALL UNITS AND COMMON ELEMENTS SHOWN UPON THIS PLAT CONFORM TO GOOD LAND PLANNING POLICIES AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE PLATTED

BY .... DATE..........
PLANNING DIRECTOR

THIS IS TO CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH AND THAT THIS CONDOMINIUM IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUTES

A .... DATE..........
CITY ENGINEER

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

THIS .... DAY OF .... 20......

....
MAYOR DATE

....
CITY CLERK DATE

....
CITY ENGINEER DATE

DEVELOPER/OWNER

DYSART OSBORN, LLC.
7223 E. SHOEMAN LANE
SCOTTSDALE, AZ 85251
480-994-0200

SITE ADDRESS

3400 N. DYSART ROAD
AVONDALE, ARIZONA 85323

ENGINEER/SURVEYOR

DEI PROFESSIONAL SERVICES
6225 N 24TH ST., STE 200
PHOENIX, ARIZONA 85016
(602) 954-0038

ZONING

THIS SITE IS CURRENTLY ZONED AS C-1, PAD WITH USES PERMISSIBLE PER ZONING ORDINANCE RESTRICTIONS

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

NOTES

1. ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY CORONADO PROFESSIONAL PLAZA OWNERS ASSOCIATION.
2. 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
3. ALL UTILITIES SHALL BE PLACED UNDERGROUND
4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. 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
6. 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 AUTHORIZATION BY THE CITY OF AVONDALE
7. 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
8. THIS CONDOMINIUM MAP IS BASED ON ARCHITECTURAL DRAWINGS NOT YET APPROVED. THIS DEVELOPMENT IS PROPOSED. NO CONSTRUCTION OF ANY KIND IS IN PLACE. THE SURVEYOR HAS NOT MEASURED NOR LOCATED THE BUILDINGS, UNITS, PARKING OR ELEVATIONS. THE INTENT OF THIS PLAT IS TO SHOW BUILDING AIRSPACE DEFINITIONS AND LOCATIONS AS DESIGNED. THE FINAL LOCATION OF BUILDINGS AS CONSTRUCTED WILL PREVAIL.
9. THE LOCATION OF COMMON ELEMENTS (C.E.) WITHIN SUBJECT PARCEL IS DEFINED AS ANY AREA NOT LOCATED WITHIN THE BUILDING UNITS DEFINED ON THIS PLAT, AND NOT LOCATED WITHIN THE LIMITED COMMON ELEMENTS (L.C.E.) DEFINED ON THIS PLAT

LIEN HOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED AS BENEFICIARY OF .... PER THAT CERTAIN DEED OF TRUST RECORDED IN .... RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTIONS RECORDED CONCURRENTLY HEREWITH, AND EACH AND EVERY DEDICATION CONTAINED HEREIN. IN WHITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS .... DAY OF 2007

....

BY ....

ITS ....

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S
COUNTY OF MARICOPA)

ON THIS .... DAY OF .... 2007, BEFORE ME THE UNDERSIGNED, PERSONALLY

APPEARED .... WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

....
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES

.... 20 ......

UNIT OWNERS ASSOCIATION RATIFICATION

RATIFICATION

BY THIS RATIFICATION..............................
(PRINTED NAME)

DULY ELECTED ....
(PRINTED TITLE)

OF CORONADO PROFESSIONAL PLAZA UNIT OWNERS ASSOCIATION

ACKNOWLEDGES RESPONSIBILITIES DEDICATED HEREON.

....
SIGNATURE DATE

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S
COUNTY OF MARICOPA)

ON THIS .... DAY OF .... 2007, BEFORE ME THE UNDERSIGNED, PERSONALLY

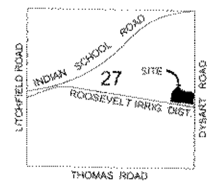
APPEARED .... WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

....
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES

.... 20 ......



VICINITY MAP
NTS

BENCHMARK

CITY OF AVONDALE BRASS CAP IN A HANDHOLE MARKING THE SOUTHEAST CORNER OF SECTION 27, T2N, R1W.
ELEVATION=1010.30 (NGVD 1929 DATUM) CITY OF AVONDALE DATA AT THE TIME OF THE SURVEY ON SEPTEMBER 21, 2005

BASIS OF BEARING

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 27 WHICH BEARS SOUTH 00°15'22" WEST BETWEEN THE EAST 1/4 CORNER OF SECTION 27, BEING A MCDOT BRASS CAP IN A HANDHOLE, AND THE SOUTHEAST CORNER OF SECTION 27, BEING A CITY OF AVONDALE BRASS CAP IN A HANDHOLE.

LEGAL DESCRIPTION PER RECORD DOCUMENT NO. 2007-0492183
APN 501-71-933-S

A PORTION OF THE EAST HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 27.

THENCE SOUTH 00 DEGREES 12 MINUTES 42 SECONDS WEST AND ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 79.65 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DYSART ROAD AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 00 DEGREES 12 MINUTES 42 SECONDS WEST AND ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 376.71 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE ROOSEVELT IRRIGATION DISTRICT CANAL;

THENCE NORTH 82 DEGREES 06 MINUTES 42 SECONDS WEST AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 224.11 FEET;

THENCE NORTH 81 DEGREES 57 MINUTES 55 SECONDS WEST AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 207.21 FEET;

THENCE SOUTH 08 DEGREES 02 MINUTES 05 SECONDS WEST AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET;

THENCE NORTH 81 DEGREES 57 MINUTES 55 SECONDS WEST AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 345.00 FEET;

THENCE NORTH 08 DEGREES 02 MINUTES 05 SECONDS EAST, A DISTANCE OF 224.07 FEET TO A POINT OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38 DEGREES 25 MINUTES 41 SECONDS, AN ARC LENGTH OF 147.55 FEET;

THENCE NORTH 46 DEGREES 27 MINUTES 46 SECONDS EAST A DISTANCE OF 187.95 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 34 SECONDS EAST A DISTANCE OF 26.90 FEET TO A POINT OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 445.78 FEET AND WHOSE CENTER BEARS NORTH 50 DEGREES 39 MINUTES 18 SECONDS EAST FROM THE LAST DESCRIBED POINT

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26 DEGREES 57 MINUTES 09 SECONDS, AN ARC LENGTH OF 209.69 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET AND WHOSE CENTER BEARS NORTH 21 DEGREES 52 MINUTES 28 SECONDS EAST FROM THE LAST DESCRIBED POINT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEGREES 21 MINUTES 16 SECONDS, AN ARC LENGTH OF 167.72 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST A DISTANCE OF 153.27 FEET;

THENCE SOUTH 44 DEGREES 38 MINUTES 03 SECONDS EAST A DISTANCE OF 42.54 FEET TO THE **TRUE POINT OF BEGINNING.**

TOGETHER WITH THAT PORTION OF 131ST DRIVE AS WOULD PASS BY LAW, ABANDONED BY RESOLUTION OF THE CITY OF AVONDALE RECORDED IN DOCUMENT NO. 2006-998024

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2007; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED

.... 9-25-07
DALE A. MATTINGLY R.L.S. #36888 DATE

REGISTERED LAND SURVEYOR #36888
6225 N 24TH ST. SUITE 200
PHOENIX, ARIZONA 85016

DEI Professional Services, LLC

1982 - 2007
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

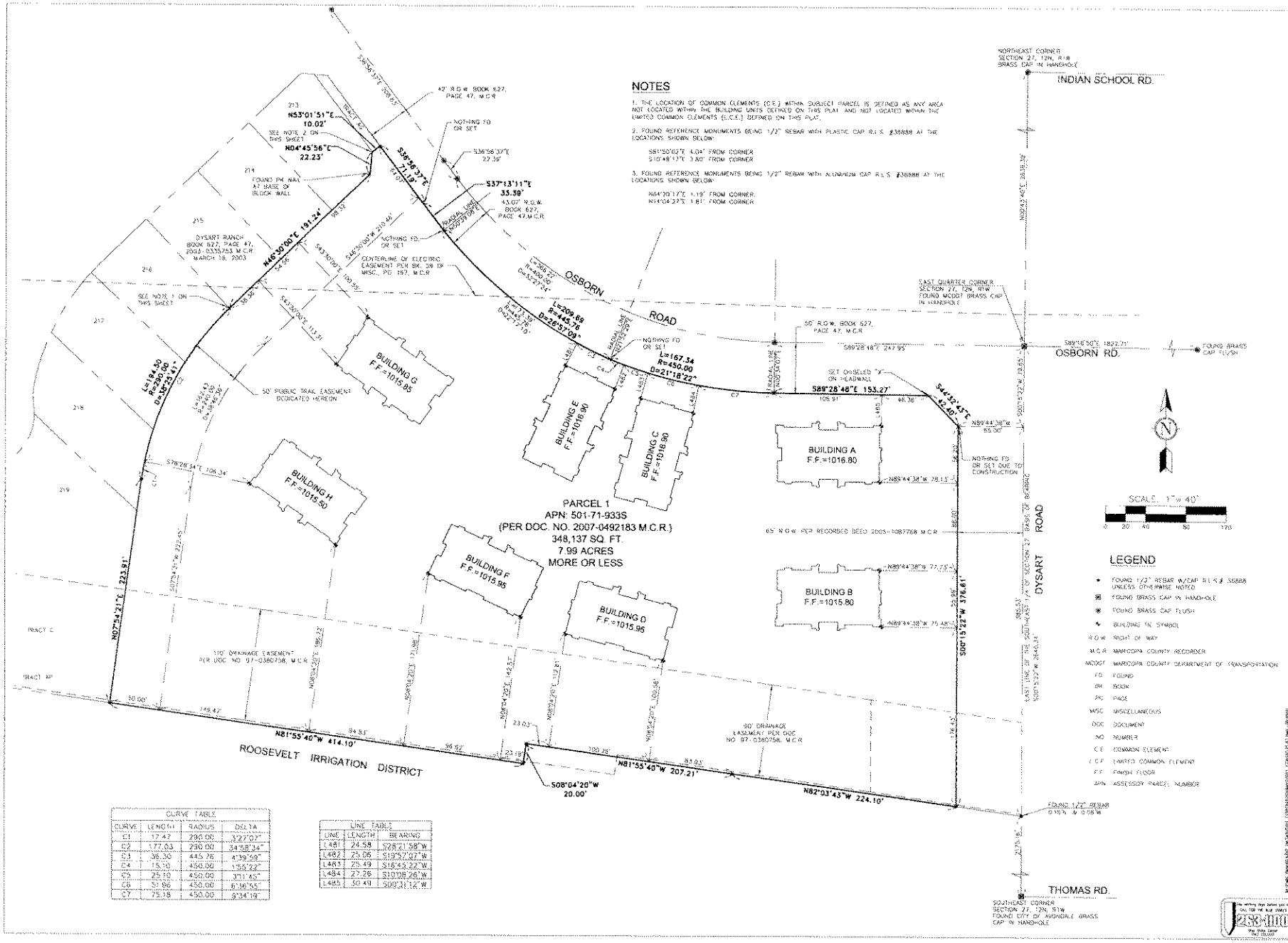
REVISIONS
REVISED PER CLIENT COMMENTS 8-30-07
REVISED PER CITY COMMENTS 8-10-07

DATE	4/6/07
PROJ NO	07261
DESIGN	
DRAWN	JJV
CHECK	DAM
SCALE	N.T.S.
DWG FILE	SEE LEFT

FINAL CONDOMINIUM PLAT

1 of 8

FP 07-3



NOTES

1. THE LOCATION OF COMMON ELEMENTS (C.E.) WITHIN SUBJECT PARCEL IS DEFINED AS ANY AREA NOT LOCATED WITHIN THE BUILDING UNITS DEFINED ON THIS PLAT AND NOT LOCATED WITHIN THE LIMITED COMMON ELEMENTS (L.C.E.) DEFINED ON THIS PLAT.

2. FOUND REFERENCE MONUMENTS BEING 1/2" REBAR WITH PLASTIC CAP R.L.S. #36888 AT THE LOCATIONS SHOWN BELOW:

S81°50'02"E 4.04' FROM CORNER
S10°48'17"E 3.80' FROM CORNER

3. FOUND REFERENCE MONUMENTS BEING 1/2" REBAR WITH ALUMINUM CAP R.L.S. #36888 AT THE LOCATIONS SHOWN BELOW:

N64°20'17"E 1.19' FROM CORNER,
N14°04'27"E 1.81' FROM CORNER

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	17.47	290.00	3°27'07"
C2	177.03	290.00	34°58'34"
C3	36.30	445.78	4°39'58"
C4	15.10	450.00	1°55'22"
C5	25.19	450.00	3°11'45"
C6	51.96	450.00	6°36'55"
C7	75.18	450.00	9°34'19"

LINE TABLE		
LINE	LENGTH	BEARING
L481	24.58	S28°21'58"W
L482	25.06	S19°57'27"W
L483	25.49	S16°43'22"W
L484	27.26	S10°08'28"W
L485	30.49	S00°31'12"W

DEI Professional Services, LLC

1982-2007 25 YEARS OF EXCELLENCE DEI Professional Services, L.L.C.

FINAL CONDOMINIUM PLAT OF CORONADO PROFESSIONAL PLAZA AVONDALE, ARIZONA

REVISIONS
REVISED PER CITY COMMENTS 6.25.07
REVISED PER CITY COMMENTS 9.16.07

DATE 4/9/07
PROJ. NO 07081
DESIGN
DRAWN JN
CHECK DHM
SCALE 1"=40'
CAD FILE 8X8.DWT

FINAL CONDOMINIUM PLAT

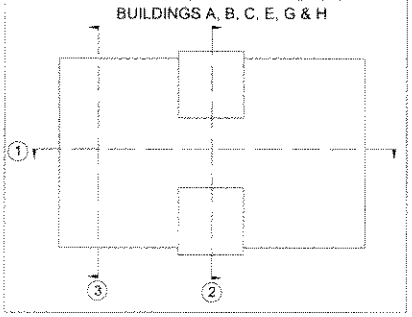
NOTE

1. THE VERTICAL DIMENSION OF THE LIMITED COMMON ELEMENTS (L.C.E.) SHOWN ON THIS SHEET VARIES.

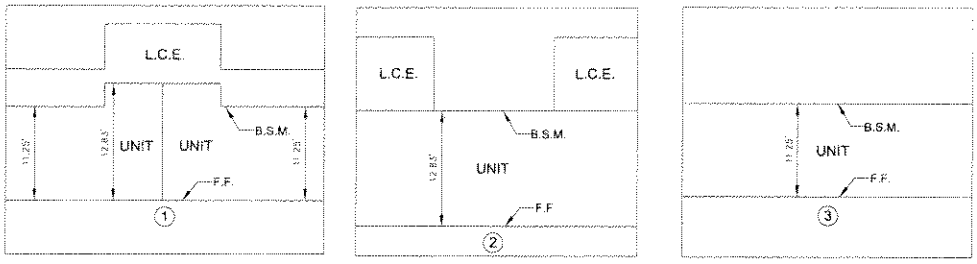
LEGEND

L.C.E. LIMITED COMMON ELEMENT
F.F. FINISH FLOOR
B.S.M. BOTTOM OF STRUCTURAL MEMBER

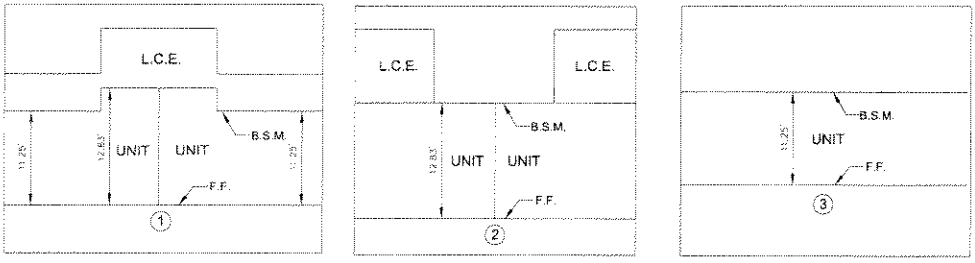
TYPICAL SECTION DETAIL FOR BUILDINGS A, B, C, E, G & H



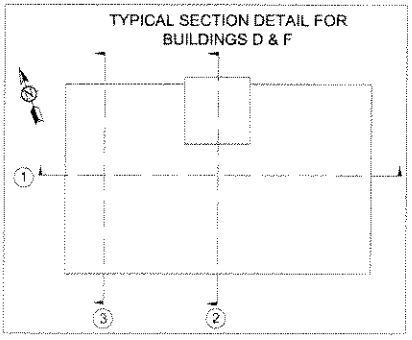
TYPICAL VERTICAL DETAILS FOR BUILDINGS A, C & E



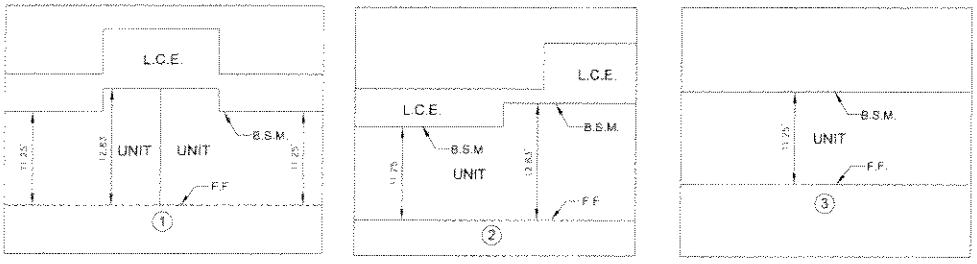
TYPICAL VERTICAL DETAILS FOR BUILDINGS B, G & H



TYPICAL SECTION DETAIL FOR BUILDINGS D & F



TYPICAL VERTICAL DETAILS FOR BUILDINGS D & F



M:\Proj_Dwg\08-LDD_CITY\07051_CORONADO\dwg\07051_FINAL PLAT.dwg - 08/28/07

REVISIONS	
1	REVISED PER CLIENT COMMENTS 6-30-07
2	REVISED PER CITY COMMENTS 8-16-07

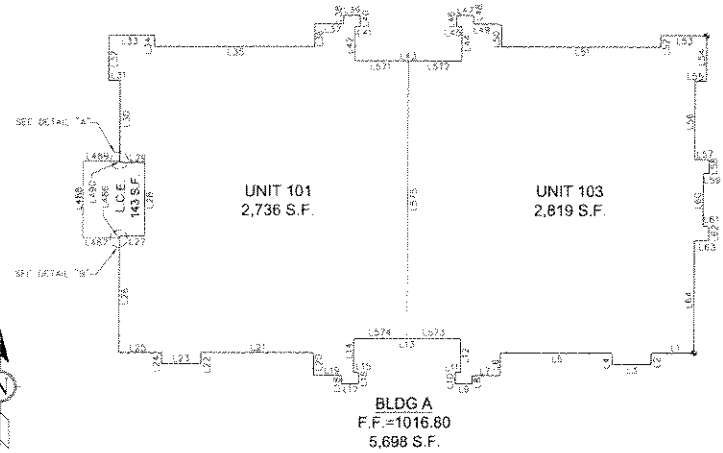
FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

FINAL CONDOMINIUM PLAT

3 of 8

25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

DEI

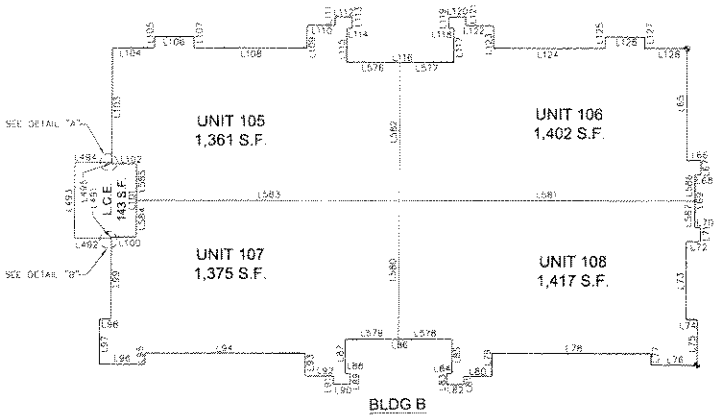


SCALE: 1" = 10'

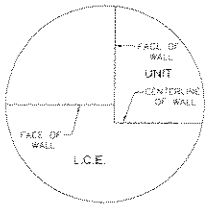
0 5 10 20 30

LEGEND

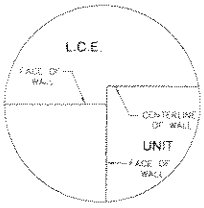
L.C.E.	LIMITED COMMON ELEMENT
F.F.	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
	BUILDING ID SYMBOL



DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



BUILDING C LINE TABLE

LINE	LENGTH	BEARING
L1	7.42	N90°00'00"W
L2	2.00	S00°00'00"E
L3	6.83	N90°00'00"W
L4	2.00	N00°00'00"E
L5	19.75	N90°00'00"W
L6	4.00	S00°00'00"E
L7	5.00	N90°00'00"W
L8	1.50	S00°00'00"E
L9	3.00	S90°00'00"W
L10	2.00	N00°00'00"E
L11	0.92	N90°00'00"E
L12	6.00	N00°00'00"E
L13	19.00	N90°00'00"W
L14	6.00	S00°00'00"E
L15	0.92	N90°00'00"E
L16	2.00	S00°00'00"E
L17	3.00	N90°00'00"W
L18	1.50	N00°00'00"E
L19	5.00	N90°00'00"W
L20	4.00	N00°00'00"E
L21	19.75	N90°00'00"W
L22	2.00	S00°00'00"E
L23	6.83	N90°00'00"W
L24	2.00	N00°00'00"E
L25	7.47	N90°00'00"W
L26	20.53	N89°00'00"E
L27	4.33	N90°00'00"E
L28	12.97	N00°00'00"W
L29	4.33	S90°00'00"W
L30	14.50	N00°00'00"W
L31	2.00	N90°00'00"W
L32	8.00	N00°00'00"W
L33	8.00	S90°00'00"E
L34	2.00	S00°00'00"E
L35	28.00	N90°00'00"E
L36	4.00	N00°00'00"E
L37	5.00	N90°00'00"E
L38	1.50	N00°00'00"E
L39	3.00	S90°00'00"E
L40	2.00	S00°00'00"E
L41	0.92	N90°00'00"W
L42	6.00	S00°00'00"E
L43	19.00	N90°00'00"E
L44	6.00	N00°00'00"E
L45	0.92	S90°00'00"W
L46	2.00	N00°00'00"E
L47	3.00	N90°00'00"E
L48	1.50	S00°00'00"E
L49	5.00	N90°00'00"E
L50	4.00	S00°00'00"E
L51	28.00	N90°00'00"E
L52	2.00	N00°00'00"E
L53	8.00	S90°00'00"E
L54	8.00	S00°00'00"E
L55	2.00	N90°00'00"W
L56	13.83	S00°00'00"E
L57	2.50	S90°00'00"E
L58	2.50	S00°00'00"W
L59	1.00	S90°00'00"W
L60	9.33	S00°00'00"E
L61	1.00	N90°00'00"E
L62	2.50	S00°00'00"E
L63	2.50	N90°00'00"W
L64	19.83	S00°00'00"E
L486	0.25	S89°58'00"E
L487	6.42	S90°00'00"W
L488	13.50	N00°00'00"E
L489	6.42	N90°00'00"E
L490	0.25	S00°00'00"E
L571	9.50	N90°00'00"E
L572	9.50	N90°00'00"E
L573	9.50	N89°58'00"W
L574	9.50	S90°00'00"W
L575	49.00	N90°00'00"E

BUILDING H LINE TABLE

LINE	LENGTH	BEARING
L65	19.83	S00°00'00"E
L66	2.50	N90°00'00"E
L67	2.50	S00°00'00"E
L68	1.00	S90°00'00"W
L69	9.33	S00°00'00"E
L70	1.00	S90°00'00"E
L71	2.50	S00°00'00"E
L72	2.50	S90°00'00"W
L73	13.83	S00°00'00"E
L74	2.00	N90°00'00"E
L75	8.00	S00°00'00"E
L76	8.00	N90°00'00"W
L77	2.00	N00°00'00"E
L78	28.00	N90°00'00"W
L79	4.00	S00°00'00"E
L80	5.00	N90°00'00"W
L81	1.50	S00°00'00"E
L82	3.00	N90°00'00"W
L83	2.00	N00°00'00"E
L84	0.92	N90°00'00"E
L85	6.00	N00°00'00"E
L86	19.00	N90°00'00"W
L87	6.00	S00°00'00"E
L88	0.92	N90°00'00"E
L89	2.00	S00°00'00"E
L90	3.00	N90°00'00"W
L91	1.50	N00°00'00"E
L92	5.00	N90°00'00"W
L93	4.00	N00°00'00"E
L94	28.00	N90°00'00"W
L95	2.00	S00°00'00"E
L96	8.00	S90°00'00"W
L97	8.00	N00°00'00"E
L98	2.00	S90°00'00"E
L99	14.50	N00°00'00"E
L100	4.33	N90°00'00"E
L101	12.97	N00°00'00"E
L102	4.33	N90°00'00"W
L103	20.53	N00°00'00"E
L104	7.42	N90°00'00"E
L105	2.00	N00°00'00"E
L106	6.83	N90°00'00"E
L107	2.00	S00°00'00"E
L108	19.75	N90°00'00"E
L109	4.00	N00°00'00"E
L110	5.00	N90°00'00"E
L111	1.50	N00°00'00"E
L112	3.00	N90°00'00"E
L113	2.00	S00°00'00"E
L114	0.92	N90°00'00"W
L115	6.00	S00°00'00"E
L116	19.00	N90°00'00"W
L117	6.00	N00°00'00"E
L118	0.92	N90°00'00"W
L119	2.00	N00°00'00"E
L120	3.00	N90°00'00"E
L121	1.50	S00°00'00"E
L122	5.00	N90°00'00"E
L123	4.00	S00°00'00"E
L124	19.75	N90°00'00"E
L125	2.00	N00°00'00"E
L126	6.83	N90°00'00"E
L127	2.00	S00°00'00"E
L128	7.42	N90°00'00"E
L491	0.25	S00°00'00"E
L492	6.42	N90°00'00"W
L493	13.50	N00°00'00"E
L494	6.42	N90°00'00"E
L495	0.28	S00°00'00"E
L576	9.50	N89°58'50"E
L577	9.50	S89°58'50"E
L578	9.50	S89°58'50"W
L579	9.50	N89°58'50"W
L580	24.50	N00°00'00"E
L581	52.08	N90°00'00"E
L582	24.50	N00°00'00"E
L583	46.25	S90°00'00"W
L584	6.50	N00°00'00"E
L585	6.47	N00°00'00"E
L586	4.67	S00°00'00"E
L587	4.67	S00°00'00"E

REVISIONS	
A	REVISED PER CLIENT COMMENTS 5-30-07
B	REVISED PER CITY COMMENTS 8-18-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

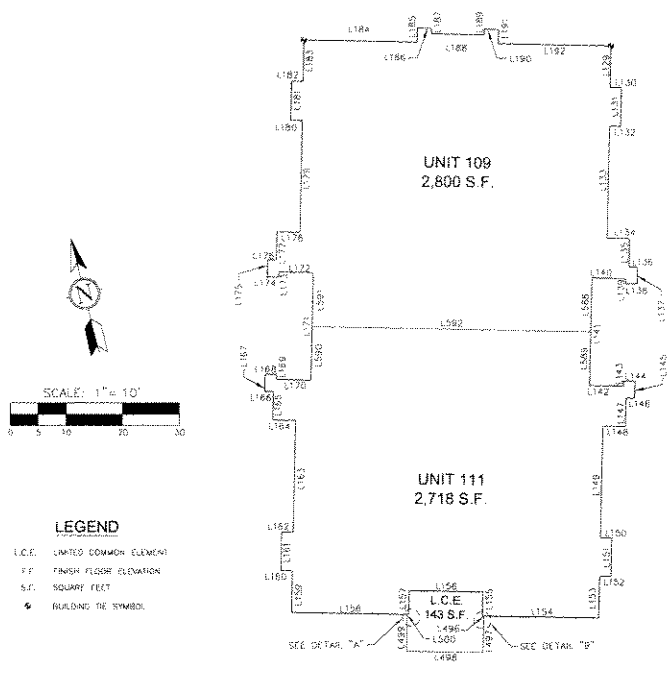
FINAL CONDOMINIUM PLAT

4 of 8

DATE: 5-30-07
PROJ. NO.: 07083
DESIGN:
DRAWN:
CHECK:
SCALE: 1"=10'
DWG. NO.: 7-1-05
CREATE: 5-30-07
SHEET: 1 OF 1

25 YEARS OF EXCELLENCE
DEI Professional Services, LLC

Development Engineering, Inc.
1135 E. Cedar St.
Prescott, AZ 86305
928-445-3225



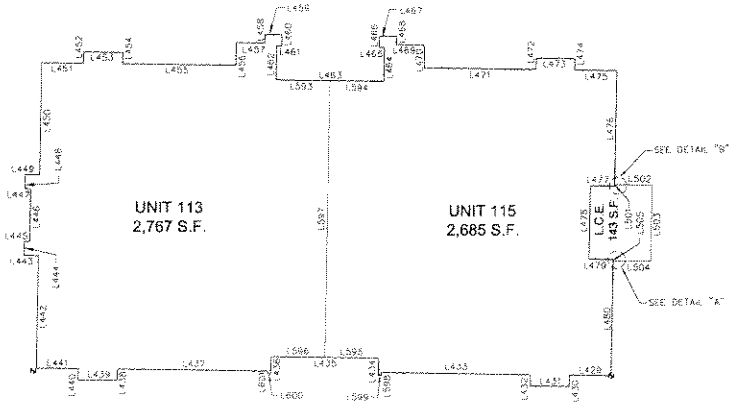
BLDG C
F.F.=1016.90
5,661 S.F.

SCALE: 1" = 10'

0 5 10 20 30

LEGEND

L.C.E.	LIMITED COMMON ELEMENT
F.F.	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
	BUILDING TIE SYMBOL

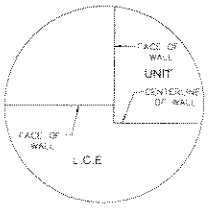


BLDG D
F.F.=1015.95
5,595 S.F.

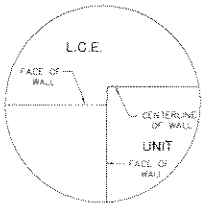
BUILDING C LINE TABLE		
LINE	LENGTH	BEARING
L129	7.33	S15°17'02"W
L130	2.00	S74°42'58"E
L131	6.83	S15°17'02"W
L132	2.00	N74°42'58"W
L133	19.75	S15°17'02"W
L134	4.00	S74°42'58"E
L135	5.00	S15°17'02"W
L136	1.50	S74°42'58"E
L137	3.00	S15°17'02"W
L138	2.00	N74°42'58"W
L139	0.92	N15°17'02"E
L140	6.00	N74°42'58"W
L141	19.00	S15°17'02"W
L142	6.00	S74°42'58"E
L143	0.92	N15°17'02"E
L144	2.00	S74°42'58"E
L145	3.00	S15°17'02"W
L146	1.50	N74°42'58"W
L147	5.00	S15°17'02"W
L148	4.00	N74°58'18"W
L149	19.75	S15°17'02"W
L150	2.00	S74°42'58"E
L151	6.83	S15°17'02"W
L152	2.00	N74°42'58"W
L153	7.33	S15°17'02"W
L154	20.50	N74°42'58"W
L155	4.25	N15°17'02"E
L156	13.00	N74°42'58"W
L157	4.25	S15°17'02"W
L158	20.50	N74°42'58"W
L159	7.33	N15°17'02"E
L160	2.00	N74°42'58"W
L161	6.83	N15°17'02"E
L162	2.00	S74°42'58"E
L163	19.75	N15°17'02"E
L164	4.00	N74°42'58"W
L165	5.00	N15°17'02"E
L166	1.50	N74°42'58"W
L167	3.00	N15°17'02"E
L168	2.00	S74°42'58"E
L169	0.92	S15°17'02"W
L170	6.00	S74°42'58"E
L171	19.00	N15°17'02"E
L172	6.00	N74°42'58"W
L173	0.92	S15°17'02"W
L174	2.00	N74°42'58"W
L175	3.00	N15°17'02"E
L176	1.50	S74°42'58"E
L177	5.00	N15°17'02"E
L178	4.00	S74°42'58"E
L179	19.75	N15°17'02"E
L180	2.00	N74°42'58"W
L181	6.83	N15°17'02"E
L182	2.00	S74°42'58"E
L183	7.33	N15°17'02"E
L184	19.83	S74°42'58"E
L185	2.50	N15°17'02"E
L186	2.50	S74°42'58"E
L187	1.00	S15°17'02"W
L188	9.33	S74°42'58"E
L189	1.00	N15°17'02"E
L190	2.50	S74°42'58"E
L191	2.50	S15°17'02"W
L192	19.83	S74°42'58"E
L496	0.25	S74°42'58"E
L497	6.50	S15°17'02"W
L498	13.00	N74°42'58"W
L499	6.50	N15°17'02"E
L500	0.25	S74°42'58"E
L590	9.50	N15°17'02"E
L591	9.50	N15°17'02"E
L592	49.00	S74°42'58"E

BUILDING F LINE TABLE		
LINE	LENGTH	BEARING
L429	7.33	N74°58'17"W
L430	2.00	S15°01'43"W
L431	6.83	N74°58'17"W
L432	2.00	N15°01'43"E
L433	26.33	N74°58'17"W
L434	2.50	N15°01'43"E
L435	19.00	N74°58'17"W
L436	3.00	S15°01'43"W
L437	26.33	N74°58'17"W
L438	2.00	S15°01'43"W
L439	6.83	N74°58'17"W
L440	2.00	N15°01'43"E
L441	7.33	N74°58'17"W
L442	19.83	N15°01'43"E
L443	2.50	N74°58'17"W
L444	2.50	N15°01'43"E
L445	1.00	S74°58'17"E
L446	9.33	N15°01'43"E
L447	1.00	N74°58'17"W
L448	2.50	N15°01'43"E
L449	2.50	S74°58'17"E
L450	19.83	N15°01'43"E
L451	7.33	S74°58'17"E
L452	2.00	N15°01'43"E
L453	6.83	S74°58'17"E
L454	2.00	S15°01'43"W
L455	19.75	S74°58'17"E
L456	4.00	N15°01'43"E
L457	5.00	S74°58'17"E
L458	1.50	N15°01'43"E
L459	3.00	S74°58'17"E
L460	2.00	S15°01'43"W
L461	0.92	N74°58'17"W
L462	6.00	S15°01'43"W
L463	19.00	S74°58'17"E
L464	6.00	N15°01'43"E
L465	0.92	N74°58'17"W
L466	2.00	N15°01'43"E
L467	3.00	S74°58'17"E
L468	1.50	S15°01'43"W
L469	3.00	S74°58'17"E
L470	4.00	S15°01'43"W
L471	19.75	S74°58'17"E
L472	2.00	N15°01'43"E
L473	6.83	S74°58'17"E
L474	2.00	S15°01'43"W
L475	7.33	S74°58'17"E
L476	20.50	S15°01'43"W
L477	4.25	N74°58'17"W
L478	13.00	S15°01'43"W
L479	4.25	S74°58'17"E
L480	20.50	S15°01'43"W
L501	0.25	N15°01'43"E
L502	6.50	S74°58'17"E
L503	13.50	S15°01'43"W
L504	6.50	N74°58'17"W
L505	0.25	N15°01'43"E
L593	9.50	S74°58'17"E
L594	9.50	S74°58'17"E
L595	9.50	N74°58'17"W
L596	9.50	N74°58'17"W
L597	49.00	N15°01'43"E
L598	0.50	S15°01'43"W
L599	0.50	N74°58'17"W
L600	0.50	N74°58'17"W
L601	0.50	N15°01'43"E

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



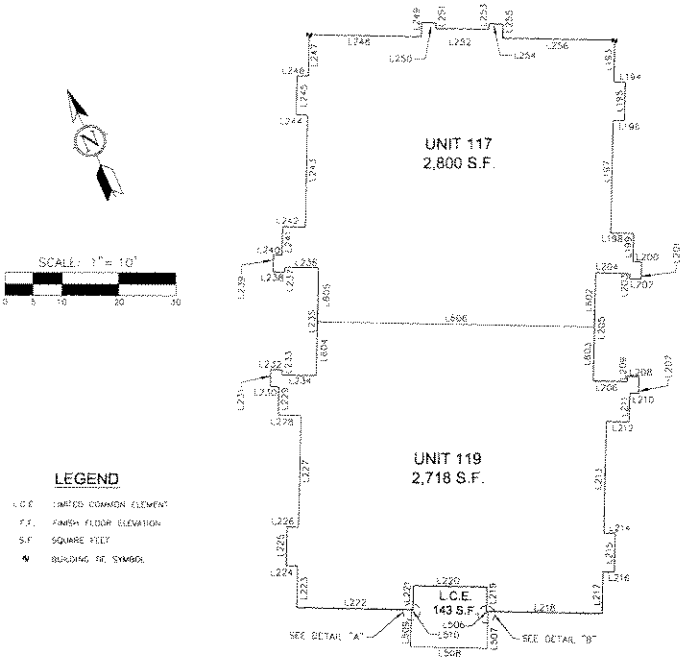
M:\Final_Drawing\08_DATA\DGN_CORONADO\Dwg\0164_CORONADO PLAT.dwg - 06/26/07

FINAL CONDOMINIUM PLAT	5 of 8
SCALE	1"=10'
DATE	06/26/07
DRAWN	JAT
CHECK	DMJ
DESIGN	DMJ
CHECK	DMJ
CONTROL	
SURVEY	

REVISIONS:
1. REVISED PER CLIENT COMMENTS 6-30-07
2. REVISED PER CITY COMMENTS 8-16-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

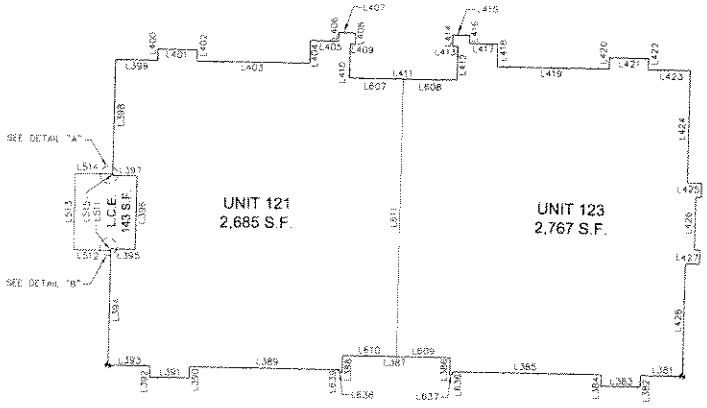
1982-2007
25 YEARS
EXCELLENCE
DBI Professional Services, L.L.C.



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
F.F.	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
N	BUILDING SE. SYMBOL

BLDG E
F.F.=1016.90
5,661 S.F.

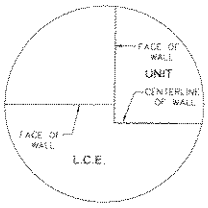


BLDG F
F.F.=1015.95
5,595 S.F.

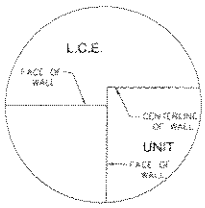
BUILDING E LINE TABLE		
LINE	LENGTH	BEARING
L193	7.33	S25°00'00"W
L194	2.00	S65°00'00"E
L195	6.83	S25°00'00"W
L196	2.00	N65°00'00"W
L197	19.75	S25°00'00"W
L198	4.00	S65°00'00"E
L199	5.00	S25°00'00"W
L200	1.50	S65°00'00"E
L201	3.00	S25°00'00"W
L202	2.00	N65°00'00"W
L203	0.92	N25°00'00"E
L204	6.00	N65°00'00"W
L205	19.00	S25°00'00"W
L206	6.00	S65°00'00"E
L207	0.92	N25°00'00"E
L208	2.00	S65°00'00"E
L209	3.00	S25°00'00"W
L210	1.50	N65°00'00"W
L211	5.00	S25°00'00"W
L212	4.00	N65°00'00"W
L213	19.75	S25°00'00"W
L214	2.00	S65°00'00"E
L215	6.83	S25°00'00"W
L216	2.00	N65°00'00"W
L217	7.33	S25°00'00"W
L218	20.50	N65°00'00"W
L219	4.25	N25°00'00"E
L220	13.00	N65°00'00"W
L221	4.25	S25°00'00"W
L222	20.50	N65°00'00"W
L223	7.33	N25°00'00"E
L224	2.00	N65°00'00"W
L225	6.83	N25°00'00"E
L226	2.00	S65°00'00"E
L227	19.75	N25°00'00"E
L228	4.00	N65°00'00"W
L229	5.00	N25°00'00"E
L230	1.50	N65°00'00"W
L231	3.00	N25°00'00"E
L232	2.00	S65°00'00"E
L233	0.92	S25°00'00"W
L234	6.00	S65°00'00"E
L235	19.00	N25°00'00"E
L236	6.00	N65°00'00"W
L237	0.92	S25°00'00"W
L238	2.00	N65°00'00"W
L239	3.00	N25°00'00"E
L240	1.50	S65°00'00"E
L241	5.00	N25°00'00"E
L242	4.00	S65°00'00"E
L243	19.75	N25°00'00"E
L244	2.00	N65°00'00"W
L245	6.83	N25°00'00"E
L246	2.00	S65°00'00"E
L247	7.33	N25°00'00"E
L248	19.83	S65°00'00"E
L249	2.50	N25°00'00"E
L250	2.50	S65°00'00"E
L251	1.00	S25°00'00"W
L252	9.33	S65°00'00"E
L253	1.00	N25°00'00"E
L254	2.50	S65°00'00"E
L255	2.50	S25°00'00"W
L256	19.83	S65°00'00"E
L506	0.25	S65°00'00"E
L507	6.50	S25°00'00"W
L508	13.50	N65°00'00"W
L509	6.50	N25°00'00"E
L510	0.25	S65°00'00"E
L602	9.50	S25°00'00"W
L603	6.50	S25°00'00"W
L604	9.50	N25°59'59"E
L605	9.50	N25°00'00"E
L606	49.00	S65°00'00"E

BUILDING G LINE TABLE		
LINE	LENGTH	BEARING
L381	7.33	N65°00'00"W
L382	2.00	S25°00'00"W
L383	6.83	N65°00'00"W
L384	2.00	N25°00'00"E
L385	26.33	N65°00'00"W
L386	3.00	N25°00'00"E
L387	19.00	N65°00'00"W
L388	3.00	S25°00'00"W
L389	26.83	N65°00'00"W
L390	2.00	S25°00'00"W
L391	6.83	N65°00'00"W
L392	2.00	N25°00'00"E
L393	7.33	N65°00'00"W
L394	20.50	N25°00'00"E
L395	4.25	S65°00'00"E
L396	13.00	N25°00'00"E
L397	4.25	N65°00'00"W
L398	20.50	N25°00'00"E
L399	7.33	S65°00'00"E
L400	2.00	N25°00'00"E
L401	6.83	S65°00'00"E
L402	2.00	S25°00'00"W
L403	19.75	S65°00'00"E
L404	3.50	N25°00'00"E
L405	5.00	S65°00'00"E
L406	1.50	N25°00'00"E
L407	5.00	S65°00'00"E
L408	2.00	S25°00'00"W
L409	0.92	N65°00'00"W
L410	6.00	S25°00'00"W
L411	19.00	S65°00'00"E
L412	6.00	N25°00'00"E
L413	0.92	N65°00'00"W
L414	2.00	N25°00'00"E
L415	3.00	S65°00'00"E
L416	1.50	S25°00'00"W
L417	5.00	S65°00'00"E
L418	4.00	S25°00'00"W
L419	19.75	S65°00'00"E
L420	2.00	N25°00'00"E
L421	6.83	S65°00'00"E
L422	2.00	S25°00'00"W
L423	7.33	S65°00'00"E
L424	19.83	S25°00'00"W
L425	2.50	S65°00'00"E
L426	9.33	S25°00'00"W
L427	2.50	N65°00'00"W
L428	19.83	S25°00'00"W
L511	0.25	S25°00'00"W
L512	6.50	N65°00'00"W
L513	13.50	N25°00'00"E
L514	6.50	S65°00'00"E
L515	0.25	S25°00'00"W
L607	9.50	S65°00'00"E
L608	9.50	S65°00'00"E
L609	9.50	N65°00'00"W
L610	9.50	N65°00'00"W
L611	49.00	N25°00'00"E
L636	0.50	S25°00'00"W
L637	0.50	N65°00'00"W
L638	0.50	N65°00'00"W
L639	0.50	N25°00'00"E

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



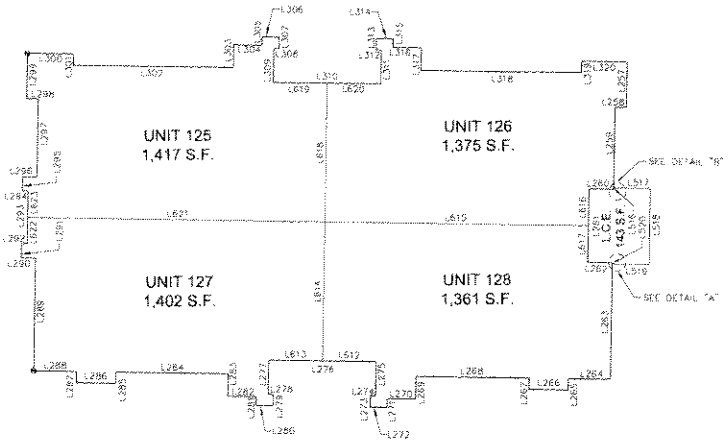
FINAL CONDOMINIUM PLAT
6 of 8

REVISIONS
1 REVISED PER CLIENT COMMENTS 6-30-07
2 REVISED PER CITY COMMENTS 8-16-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

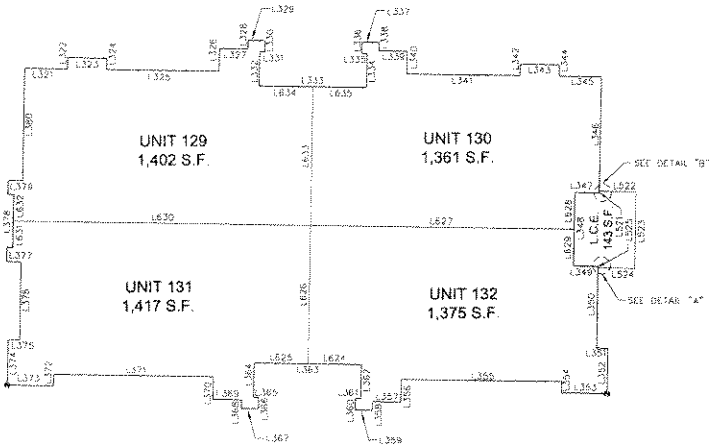
25 YEARS OF EXCELLENCE

DEI



BLDG G
F.F.=1015.85
5,698 S.F.

SCALE: 1" = 10'



BLDG H
F.F.=1015.50
5,698 S.F.

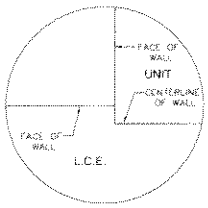
LEGEND

- L.C.E. LIMITED COMMON ELEMENT
- F.F. FINISH FLOOR ELEVATION
- S.F. SQUARE FEET
- BUILDING TIE SYMBOL

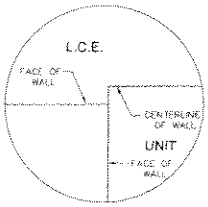
BUILDING A LINE TABLE		
LINE	LENGTH	BEARING
L257	8.00	S35°22'47"W
L258	2.00	N54°37'13"W
L259	14.50	S35°22'47"W
L260	4.33	N54°37'13"W
L261	12.97	S35°22'47"W
L262	4.33	S54°37'13"E
L263	20.53	S35°22'47"W
L264	7.42	N54°37'13"W
L265	2.00	S35°22'47"W
L266	5.83	N54°37'13"W
L267	2.00	N35°22'47"E
L268	19.75	N54°37'13"W
L269	4.00	S35°22'47"W
L270	5.00	N54°37'13"W
L271	1.50	S35°22'47"W
L272	3.00	N54°37'13"W
L273	2.00	N35°22'47"E
L274	0.92	S54°37'13"E
L275	6.00	N35°22'47"E
L276	19.00	N54°37'13"W
L277	6.00	S35°22'47"W
L278	0.92	S54°37'13"E
L279	2.00	S35°22'47"W
L280	3.00	N54°37'13"W
L281	1.50	N35°22'47"E
L282	5.00	N54°37'13"W
L283	4.00	N35°22'47"E
L284	19.75	N54°37'13"W
L285	2.00	S35°22'47"W
L286	5.83	N54°37'13"W
L287	2.00	N35°22'47"E
L288	7.42	N54°37'13"W
L289	19.83	N35°22'47"E
L290	2.50	N54°37'13"W
L291	2.50	N35°22'47"E
L292	1.00	S54°37'13"E
L293	9.33	N35°22'47"E
L294	1.00	N54°37'13"W
L295	2.50	N35°22'47"E
L296	2.50	S54°37'13"E
L297	13.83	N35°22'47"E
L298	2.00	N54°37'13"W
L299	8.00	N35°22'47"E
L300	6.00	S54°37'13"E
L301	2.00	S35°22'47"W
L302	28.00	S54°37'13"E
L303	4.00	N35°22'47"E
L304	5.00	S54°37'13"E
L305	1.50	N35°22'47"E
L306	3.00	S54°37'13"E
L307	2.00	S35°22'47"W
L308	0.92	N54°37'13"W
L309	6.00	S35°22'47"W
L310	19.00	S54°37'13"E
L311	6.00	N35°22'47"E
L312	0.92	N54°37'13"W
L313	2.00	N35°22'47"E
L314	3.00	S54°37'13"E
L315	1.50	S35°22'47"W
L316	5.00	S54°37'13"E
L317	4.00	S35°22'47"W
L318	28.00	S54°37'13"E
L319	2.00	N35°22'47"E
L320	8.00	S54°37'13"E
L516	0.28	N35°22'47"E
L517	6.42	S54°37'13"E
L518	13.56	S35°22'47"W
L519	6.42	N54°37'13"W
L520	0.28	N35°22'47"E
L612	9.50	N54°37'03"W
L613	9.50	N54°37'03"W
L614	24.50	N35°22'47"E
L615	48.25	S54°37'13"E
L616	6.50	S35°22'47"W
L617	6.47	S35°22'55"W
L618	24.50	N35°22'47"E
L619	9.50	S54°37'23"E
L620	9.50	S54°37'03"E
L621	52.08	N54°37'13"W
L622	4.67	N35°22'47"E
L623	4.67	N35°22'47"E

BUILDING B LINE TABLE		
LINE	LENGTH	BEARING
L321	7.42	S54°37'13"E
L322	2.00	N35°22'47"E
L323	6.83	S54°37'13"E
L324	2.00	S35°22'47"W
L325	19.75	S54°37'13"E
L326	4.00	N35°22'47"E
L327	5.00	S54°37'13"E
L328	1.50	N35°22'47"E
L329	3.00	S54°37'13"E
L330	2.00	S35°22'47"W
L331	0.92	N54°37'13"W
L332	6.00	S35°22'47"W
L333	19.00	S54°37'13"E
L334	6.00	N35°22'47"E
L335	0.92	N54°37'13"W
L336	2.00	N35°22'47"E
L337	3.00	S54°37'13"E
L338	1.50	S35°22'47"W
L339	5.00	S54°37'13"E
L340	4.00	S35°22'47"W
L341	19.75	S54°37'13"E
L342	2.00	N35°22'47"E
L343	6.83	S54°37'13"E
L344	2.00	S35°22'47"W
L345	7.42	S54°37'13"E
L346	20.53	S35°22'47"W
L347	4.33	N54°37'13"W
L348	12.97	S35°22'47"W
L349	4.33	S54°37'13"E
L350	14.50	S35°22'47"W
L351	2.00	S54°37'13"E
L352	8.00	S35°22'47"W
L353	8.00	N54°37'13"W
L354	2.00	N35°22'47"E
L355	28.00	N54°37'13"W
L356	4.00	S35°22'47"W
L357	5.00	N54°37'13"W
L358	1.50	S35°22'47"W
L359	3.00	N54°37'13"W
L360	2.00	N35°22'47"E
L361	0.92	S54°37'13"E
L362	6.00	N35°22'47"E
L363	19.00	N54°37'13"W
L364	6.00	S35°22'47"W
L365	0.92	S54°37'13"E
L366	2.00	S35°22'47"W
L367	3.00	N54°37'13"W
L368	1.50	N35°22'47"E
L369	5.00	N54°37'13"W
L370	4.00	N35°22'47"E
L371	28.00	N54°37'13"W
L372	2.00	S35°22'47"W
L373	8.00	N54°37'13"W
L374	8.00	N35°22'47"E
L375	2.00	S54°37'13"E
L376	13.83	N35°22'47"E
L377	2.50	N54°37'13"W
L378	14.33	N35°22'47"E
L379	2.50	S54°37'13"E
L380	19.83	N35°22'47"E
L521	0.28	N35°22'47"E
L522	6.42	S54°37'13"E
L523	13.56	S35°22'47"W
L524	6.42	N54°37'13"W
L525	0.28	N35°22'47"E
L626	9.50	N54°37'23"W
L627	9.50	N54°37'03"W
L628	24.50	N35°22'47"E
L629	48.25	S54°37'13"E
L630	52.08	N54°37'13"W
L631	4.67	N35°22'47"E
L632	4.67	N35°22'47"E
L633	24.50	N35°22'47"E
L634	9.50	S54°37'23"E
L635	9.50	S54°37'03"E

DETAIL "A"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



DETAIL "B"
L.C.E./BUILDING TIE
NOT TO SCALE
(SEE LINE TABLE FOR DIMENSIONS)



REVISIONS
1 REVISED PER CLIENT COMMENTS 8-30-07
2 REVISED PER CITY COMMENTS 8-16-07

FINAL CONDOMINIUM PLAT OF
CORONADO PROFESSIONAL PLAZA
AVONDALE, ARIZONA

25 YEARS OF EXCELLENCE

FINAL CONDOMINIUM PLAT

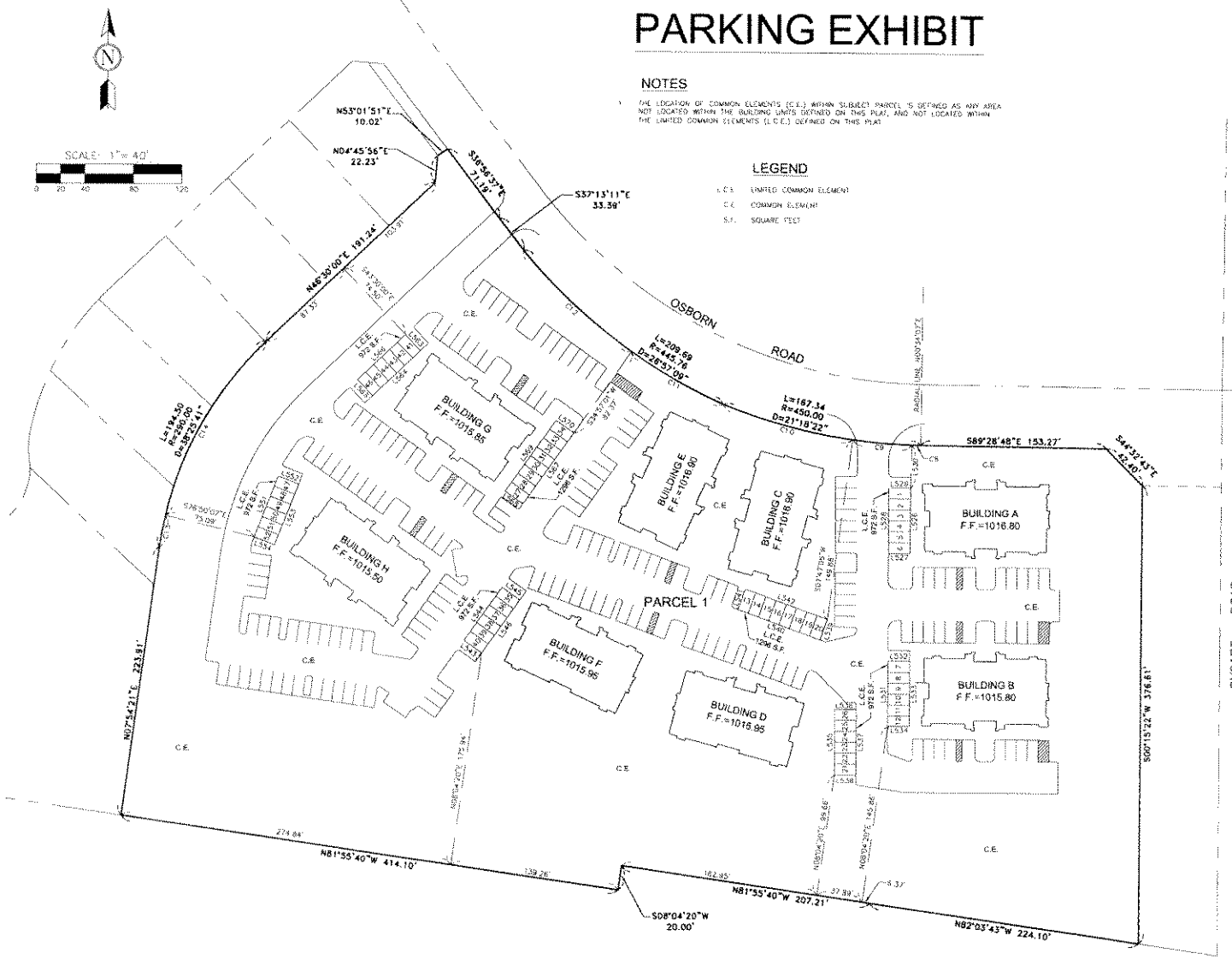
PARKING EXHIBIT

NOTES

1. THE LOCATION OF COMMON ELEMENTS (C.E.) WITHIN SUBJECT PARCEL IS DEFINED AS ANY AREA NOT LOCATED WITHIN THE BUILDING UNITS DEFINED ON THIS PLAT, AND NOT LOCATED WITHIN THE LIMITED COMMON ELEMENTS (L.C.E.) DEFINED ON THIS PLAT.

LEGEND

L.C.E. LIMITED COMMON ELEMENT
C.E. COMMON ELEMENT
S.F. SQUARE FEET



LINE TABLE		
LINE	LENGTH	BEARING
L526	54.00	S00°00'00"E
L527	18.00	N90°00'00"W
L528	54.00	N90°00'00"E
L529	18.00	N90°00'00"E
L530	35.51	S21°31'28"W
L531	54.00	N00°00'00"E
L532	18.00	N90°00'00"E
L533	54.00	S00°00'00"E
L534	18.00	N90°00'00"W
L535	54.00	N00°00'00"W
L536	18.00	N90°00'00"E
L537	54.00	S00°00'00"E
L538	18.00	N90°00'00"W
L539	18.00	S00°00'00"E
L540	72.00	N70°00'00"W
L541	18.00	N20°00'00"E
L542	72.00	S70°00'00"E
L543	18.00	N54°37'13"W
L544	54.00	N33°22'47"E

LINE TABLE		
LINE	LENGTH	BEARING
L545	18.00	S54°37'13"E
L546	54.00	S35°22'47"W
L551	54.00	N21°39'47"E
L552	18.00	S68°20'13"E
L553	54.00	S21°39'47"W
L554	18.00	N68°20'13"W
L563	18.00	S43°30'00"E
L564	54.00	S46°30'00"W
L565	18.00	N43°30'00"W
L566	54.00	N46°30'00"E
L567	72.00	S35°22'47"W
L568	18.00	N54°37'13"W
L569	72.00	N33°22'47"E
L570	18.00	S54°37'13"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	7.51	450.00	0°57'21"
C9	48.17	450.00	6°13'36"
C10	110.66	450.00	14°09'25"
C11	87.53	445.76	11°13'03"
C12	122.18	445.76	15°42'06"
C13	23.78	290.00	4°59'34"
C14	168.72	290.00	33°20'07"

DEI Professional Services, L.L.C.
1984 - 2009
25 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

FINAL CONDOMINIUM PLAT OF CORONADO PROFESSIONAL PLAZA AVONDALE, ARIZONA

REVISIONS
A REVISED PER CITY COMMENTS 6-20-07
B REVISED PER CITY COMMENTS 8-16-07

DATE: 4/6/07
PROJ. NO.: 07001
DESIGN:
DRAWN: JJV
CHECK: DAM
SCALE: 1"=40'
CAD FILE: 4FB LDF3

FINAL CONDOMINIUM PLAT

CITY COUNCIL REPORT

SUBJECT:
Resolution 2703-1107 adopting the City of Avondale Emergency Operations Plan

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Paul Adams

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To reqest that the Mayor and City Council consider a resolution adopting the City of Avondale Emergency Operations Plan.

BACKGROUND:

The City of Avondale Emergency Operations Plan provides a wide variety of information and lists actions to be taken in the event of a significant emergency that occurs within the City or that impacts the City. While the Plan is specific to the City of Avondale it is developed in conjunction with the Maricopa County Emergency Management Department to ensure that the City's plan is consistent with the County Plan and fits well with the plans developed by other cities in the valley.

DISCUSSION:

The Emergency Operations Plan is a living document and is modified from time to time as the emergency management environment changes or as operational changes occur within the City. The last major revision to Avondale's Emergency Operations Plan occured in 1993, although a number of addendums have been added to the plan over the years since then.

The proposed Plan now includes information relating to pandemics, homeland security and the Palo Verde Nuclear Generating Station in addition to the typical natural and manmade incidents that could impact the city. The plan also outlines the emergency staff organization, evacuation procedures and the emergency declaration process and outlines the damage assessment and media alert proceses.

Portions of the plan were utilized during the recent Emergency Operations Center activation for the TOPOFF IV exercise. Once adopted by Council the plan will be distributed to all City departments and appropriate training will be conducted in preparation for a citywide exercise planned for this Spring.

RECOMENDATION:

Staff recommends that the Mayor and City Council approve a resolution adopting the City of Avondale Emergency Operations Plan.

ATTACHMENTS:

Click to download

- RES - 2703-1107

RESOLUTION 2703-1107

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A REVISED CITY OF AVONDALE EMERGENCY OPERATIONS PLAN.

WHEREAS, the City of Avondale (the "City") entered into an Intergovernmental Agreement (the "Agreement") with Maricopa County (the "County") relating to disaster and emergency management services on February 1, 1993; and

WHEREAS, the Agreement requires that the City develop, publish and distribute an Emergency Operations Plan ("EOP") that is complementary to and compatible with the County's EOP; and

WHEREAS, the EOP has been updated and revised and the Council of the City of Avondale desire to adopt the revised EOP.

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

SECTION 1. That the EOP dated November, 2007, is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor is hereby authorized and directed to sign the Letter of Promulgation ordering the execution of the EOP in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED by the Council of the City of Avondale, November 19, 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. 2703-1107

[Emergency Operations Plan]

See following pages.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

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AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

DISTRIBUTION LIST

AGENCY	NO. OF COPIES
Mayor	1
City Council	6
City Manager	1
Assistant City Managers	2
Social Services/Human Resources	1
City Clerk	1
Emergency Management Director	1
Fire Department	2
Police Department	2
Library	2
Maricopa County Department of Emergency Management	1
American Red Cross	1
Utilities	1
Field Operations	1
Engineering/GIS/I.T.	1
Arizona Division of Emergency Management	1
Neighborhood & Family Services	1
Total	**26**

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

RECORD OF CHANGES

CHANGE NUMBER	DATE OF CHANGE	DATE POSTED	POSTED BY:

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

DEFINITIONS

Anticipated Emergency: Those conditions, which because of their nature may require mobilization of emergency forces if conditions increase in severity.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

Community Emergency Notification System (CENS): CENS is a telephone notification system used for notification of any large scale, life threatening event requiring evacuations, shelter-in-place or similar actions.

Emergency: A situation arising with or without warning, causing or threatening death, injury or disruption to normal life for numbers of people in excess of those which can be dealt with by the public services operating under normal conditions, and which requires special mobilization and organization of those forces.

Emergency Alert System (EAS): A system that enables the President, federal, state and local officials to rapidly disseminate emergency information over commercial AM and FM radio bands. The information is intended to reduce loss of life and property and to promote rapid recovery in the event of a natural disaster, a man-made disaster or an attack on the nation.

Emergency Management: Mitigation, preparedness, response and recovery activities designed to minimize the effects on the population from an attack or peacetime disaster, to deal with the immediate emergency conditions which would be created, and to carry out emergency repairs to essential facilities that have been destroyed or damaged.

Emergency Management Director: The person responsible for developing and maintaining plans and programs to respond to major emergencies and disasters. In Avondale, the Fire Chief fulfills this function.

Emergency Operations Center (EOC): A central facility from which key officials can gather information, make decisions, coordinate and direct response and recovery efforts.

Emergency Operations Plan (EOP): A multi-hazard, functional plan that treats emergency management activities generally, with the unique aspects of individual disasters contained in hazard-specific annexes. It describes the emergency organization and the means of coordination with other entities. It assigns functional responsibilities and details tasks to be carried out as accurately as permitted by the situation.

Emergency Procurement: The need for the immediate purchases of materials, services, or construction that cannot be met through normal procurement methods, the lack of which seriously threatens public health, safety, the preservation of property, or the functioning of government.

Emergency Response Organization: Key personnel responding to emergencies and/or disasters composed of the Mayor and his executive group, which acts as advisors, and the operations group, which will staff and operate the EOC.

Emergency Staff: Personnel responding to an emergency or disaster affecting the City of Avondale. It is composed of city personnel, volunteer organization representatives and representatives from the school districts.

Extremely Hazardous Substances: Any of over 300 hazardous chemicals identified by the Environmental Protection Agency under Section 302 of Public Law 99-499 (SARA, Title III).

Evacuation: Government recommended or ordered movement of persons and property from a hazard area to an area of safety.

Hazardous Materials: Substances or materials, which, because of their chemical, physical, or biological nature, pose a potential risk to life, health, or property if they are released. Explosive substances, flammable or combustible substances, poison, and radioactive materials are all classified as hazardous materials.

Homeland Security Presidential Directive 5 (HSPD 5): Management of Domestic Incidents, February 28, 2003, is intended to enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system. In HSPD-5 the President designates the Secretary of Homeland Security as the Principle Federal Officer (PFO) for domestic incident management and empowers the Secretary to coordinate Federal resources used in response to or recovery from terrorist attacks, major disasters, or other emergencies in specific cases. The directive assigns specific responsibilities to the Attorney General, Secretary of Defense, Secretary of State, and the Assistants to the President for Homeland Security and National Security Affairs, and directs the heads of all Federal departments and agencies to provide their “full and prompt cooperation, resources, and support,” as appropriate and consistent with their own responsibilities for protecting

national security in the exercise of their leadership responsibilities and missions assigned in HSPD-5. The directive also notes that it does not alter, or impede the ability to carry out, the authorities of Federal departments and agencies to perform their responsibilities under law.

Homeland Security Presidential Directive 8 (HSPD 8): National Preparedness, December 17, 2003. This directive establishes policies to strengthen the preparedness of the United States to prevent and respond to threatened or actual domestic terrorist attacks, major disasters, and other emergencies by requiring a national domestic all-hazards preparedness goal, establishing mechanisms for improved delivery of Federal preparedness assistance to State and local governments, and outlines actions to strengthen preparedness capabilities of Federal, State, and local entities.

Incident Commander (IC): The individual who is responsible for management of the tactical field operations of all involved departments and supporting agencies and or organizations at or near the scene of an emergency. This individual operates from the Command Post and reports directly to the EOC staff.

Incident Management System (IMS): A nationally recognized system of managing small to large-scale events through the systematic development of a complete, functional organization. The system uses common terminology; is modular in nature; and has a unified command structure, manageable span of control, consolidated action plans, comprehensive resource management and integrated communications.

Incidents of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, state, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and to provide the basis for long-term community recovery and mitigation activities.

Joint Information Center (JIC): A facility organized to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Field Office (JFO): A temporary Federal facility established locally to provide a central point for Federal, state, local, and tribal executives with responsibility for incident oversight, direction, and/or assistance to effectively coordinate protection, prevention, preparedness, response, and recovery actions. The JFO will combine the traditional functions of the Joint Operations Center, the FEMA Disaster Field Office, and the Joint Information Center within a single Federal facility.

Joint Operations Center (JOC): The JOC is the focal point for all Federal investigative law enforcement activities during a terrorist or potential terrorist incident or any other significant criminal incident. The JOC becomes a component of the JFO when the National Response Plan is activated.

Limited Emergency: An event that requires response of emergency forces over and above normal working functions, but which is manageable within local capability.

Local Emergency: The existence of conditions of disaster or of extreme peril to the safety of persons or property which are beyond the capability of the City to handle and will require the assistance of other political entities.

Major Disaster: Any catastrophe which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant federal assistance to supplement the efforts of state and local governments and disaster relief organization in alleviating damage, loss, and hardship.

National Incident Management System (NIMS): A system that provides a consistent nationwide approach for Federal, state, and local governments to work effectively together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, state, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the Incident Command System; multi-agency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Plan (NRP): The NRP specifies how the resources of the Federal Government will work in concert with state, local, and tribal governments and the private sector to respond to Incidents of National Significance. The NRP is predicated on the NIMS. Together the NRP and NIMS provide a nationwide template for working together to prevent or respond to threats and incidents regardless of cause, size, or complexity.

Persons with Disabilities: Those individuals who are visually or hearing impaired, physically disabled (e.g. cardiac condition, paralysis, arthritis), developmentally disabled (e.g., cerebral palsy, mental retardation, autism, epilepsy), mentally ill or frail elderly.

Principle Federal Officer (PFO): The Federal official designated by the Secretary of Homeland Security to act as his/her representative locally to oversee, coordinate, and execute the Secretary's incident management responsibilities under HSPD-5 for Incidents of National Significance.

Radiological Defense (RADEF): The detection, measurement, and exposure control of the radiation hazard that can be expected in the event of a nuclear attack upon the United States.

Radioactive Material: Material which emits radiation (subatomic particles or pure energy) in the process of stabilization.

Response: The efforts to minimize the risks created in an emergency to protect the people, the environment, and property, and the efforts to return the scene to normal pre-emergency conditions.

Standard Operating Guidelines (SOG): A standard operating guideline is a term used to imply a certain level of discretion in dealing with an emergency. Since emergency situations are unpredictable and flexibility is essential, SOGs reduce a need to identify exceptions.

Standard Operating Procedure (SOP): A checklist or set of instruction, having the force of a directive, which spells out in detail the steps that need to be taken to accomplish a task.

State of Emergency: The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons or property in the State of Arizona which are or are likely to be beyond the control of the services, personnel, equipment, or facilities of any single county, city or town, and which requires the combined efforts of the state and the political subdivision.

Terrorism: The unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population or any segment thereof, in furtherance of political or social objectives. (FBI definition)

Threshold Planning Quantity: The minimum amount of an extremely hazardous substance, which must be reported under the provisions of Section 302 of Public Law 99-499 (SARA, Title III).

Unified Command (UC): An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

Weapons of Mass Destruction (WMD): Weapons of Mass Destruction are characterized in five major areas, which include chemical, biological, radiological, nuclear weapons and explosive (CBRNE). WMD is defined as any weapon or device that is intended, or has the capability, to cause death or serious bodily injury to a significant number of people through the release, dissemination, or impact of – (A) toxic or poisonous chemicals or their precursors; (B) a disease organism; (C) radiation or radioactivity or (D) explosives.

Weather - Related Definitions Issued by the National Weather Service:

WATCH: Severe weather or flash flood WATCH means that conditions are such that a storm or flood of significant magnitude is likely to occur but its occurrence, location, and/or timing is still uncertain. It is intended to provide enough lead-time so persons within the area alerted can take precautionary steps.

WARNING: Announcement that threatening conditions (thunderstorm, high winds, tornado, flooding, dam or levee failure) are occurring or are imminent, and are expected to have a harmful effect and pose a threat to life and/or property to those in the area alerted. Persons within the area must take immediate steps to protect themselves.

SEVERE WEATHER STATEMENT: A brief release used to provide specific information on observed severe weather and to convey imminent danger, to cancel all or part of a short-term WARNING, or to extend a WATCH for an hour or two.

SHORT TERM FORECAST: Commonly referred to as a NOWcast product, it is used to convey information regarding weather or hydrologic events that are expected to occur within the next few hours. NOWcasts eliminate the need for short-term applications of SPECIAL WEATHER STATEMENTS and most SEVERE WEATHER STATEMENTS.

SPECIAL WEATHER STATEMENT: Only used to describe long-fused weather and hydrologic events, including an appropriate meteorological reasoning, and to clear counties from a WATCH.

REDEFINING STATEMENT: Issued after a tornado/severe thunderstorm watch. Areas affected are expressed in terms of sections with whole counties, large cities and well-known landmarks included.

DOWNBURST: A thunderstorm downrush of air with an affected outflow area. This down force rush of air can generate tornado-force winds, which can adversely affect aircraft performance and cause property damage.

URBAN AND/OR SMALL STREAM FLOOD ADVISORY: Notification that expected rainfall will cause ponding and/or significant but not life-threatening runoff conditions in low-lying, poorly drained areas such as roadways, washes, and/or small streams.

URBAN AND/OR SMALL STREAM FLOOD WARNING: Notification that expected rainfall will cause life-threatening runoff conditions in low-lying, poorly drained areas such as roadways, washes, and/or small streams.

EXCESSIVE HEAT ADVISORY: Issued when the temperature is forecast to be excessive but not life threatening. The advisory is based on temperature, humidity, sky coverage and duration of the conditions.

EXCESSIVE HEAT WATCH: Issued when conditions are likely to result in a life-threatening heat emergency within the next 24 to 48 hours.

HIGH HEAT WARNING: Issued when heat conditions are forecast to be life threatening. The warning is based on temperature, humidity, sky coverage and duration of the conditions.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

AUTHORITIES AND REFERENCES

1. Federal

   a. Public Law 81-920, and 44 Code of Federal Regulations (CFR) Part 205, Federal Disaster Assistance.

   b. Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, Public Law 93-288, as amended by Public Law 100-707.

   c. National Security Decision Directive Number 259.

   d. Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III, Emergency Planning and Community Right-to-Know (Promulgated as Public Law 99-499).

   e. 40 CFR Parts 300 and 355. Final Rule: Extremely Substances List and Threshold Planning Notification Requirements (52 FR 13378 April 22, 1987).

   f. Presidential Decision Directive 39. US Policy on Counterterrorism, June21, 1995.

   g. Presidential Directive 3, Homeland Security Advisory System, March 11, 2002.

   h. Homeland Security Act of 2002.

   i. Public Law 104-201, Defense Against Weapons of Mass Destruction Act of 1996, September 23, 1996 (also known as Nunn-Lugar-Domenici Act).

   j. Homeland Security Presidential Directive/HSPD5, Management of Domestic Incidents.

   k. Homeland Security Presidential Directive/HSPD 8, National Preparedness.

   l. United States Department of Homeland Security, National Incident Management System (NIMS).

   m. United States Department of Homeland Security, National Response Plan (NRP).

   n. Presidential Directive 39 and 62 directing terrorism investigative authority to U.S. Department of Justice/FBI.

2. State of Arizona

a. Chapter 2, Title 26, Arizona Revised Statutes, as amended.

b. Chapter 1, Title 35, Arizona Revised Statutes, as amended.

c. State of Arizona Emergency Response and Recovery Plan, December 2003.

3. Maricopa County

a. Maricopa County Emergency Operations Plan (EOP), August 2003.

b. Intergovernmental Agreement (IGA) for disaster and Emergency Management between the County of Maricopa, Arizona and the City of Avondale, Arizona, dated July 2003.

4. City of Avondale. City Code.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

LIST OF CITIES EMERGENCY COORDINATORS/DIRECTORS

Avondale	Art Snapp	EM Director	623-333-6110 (office) 623-764-1136 (cell)
Buckeye	Scott Rounds	EM Director	623-3270824 (office) Contact thru the Phoenix Fire Dispatch Room: 602-262-6595
Glendale	Rob Gunter	EM Coordinator	623-930-2787 (office) 623-764-8996 (cellular)
Goodyear	Tim Newbill	EM Coordinator	623-824-1615 (cellular) 623 882-7112 (office)
Litchfield Park	Sonny Culbreth	EM Coordinator	623-935-5033 (office)
Maricopa County	Warren Leek	Emergency Management Director	602-273-1411
Phoenix	Mike DeBendetto	EM Coordinator	602-495-2077 (office) 602-768-6220 (cell) 602-201-7401 (pager)
Tolleson	George Good	EM Coordinator	623-936-8500 (office) 623-256-0794 (cellular)

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

BASIC PLAN

I. SITUATION AND ASSUMPTIONS

A. Situation

An emergency or disaster requiring rapid mobilization and maximum coordination of all agencies could occur within the City of Avondale. The City of Avondale is vulnerable to the adverse effects of natural, technological, or national security disasters, which could result in loss of life, property damage, and social disruption.

1. Flooding, mostly due to early evening thunderstorms during the monsoon season (July through September), is the most frequent severe natural hazard in Avondale.

2. Windstorms, to include those with wind speeds up to tornado strength, usually occur in conjunction with the monsoon season thunderstorms. Straight-line winds also represent a significant hazard.

3. The transportation, storage, and use of extremely hazardous substances and other toxic chemical materials within the City provide a potential for disaster.

4. The proximity of the City to Interstate 10 and the Loop 101 combined with the use of Avondale Blvd., Litchfield Road, and Buckeye Road as major transportation routes make the City particularity vulnerable to transportation accidents.

5. Power outages may occur. In addition to storm damage, rolling blackouts may occur when service is cutoff to one or more substations depending on the number of megawatts the utilities needs to shed from its system.

6. While the earthquake risk in Maricopa County is relatively low, some effects from earthquakes in more vulnerable parts of the State might be felt.

7. Air crashes involving wide-body or smaller privately owned aircraft, agricultural crop dusting aircraft, Goodyear and Phoenix Airports, and military jets from Luke Air Force Base, represent a significant hazard.

8. Special events such as sports or entertainment activities in or near Avondale may include large groups of people who may be vulnerable to mass casualty incidents caused by accidents or man made situations such as terrorism.

B. Assumptions

1. The City of Avondale has primary responsibility for emergency actions within the City and will commit all available resources to save lives, minimize injury to persons and minimize damage to property and the environment.

2. Outside assistance would most likely be available in most large-scale incidents, and plans have been established to facilitate coordination of this assistance. However, it is still essential for the City of Avondale to plan and be prepared to carry out disaster response and short-term recovery operations on an independent basis.

3. During Incidents of National Significance the City of Avondale will function and coordinate operational assistance activities with the Joint Field Office in accordance with Homeland Security Presidential Directive 8 (HPSD 8).

4. Disasters may occur at any time with little or no warning, or in some cases, allow for increased readiness measures and warning actions to be taken in advance.

5. All references to the Police Department in this plan refer to the City of Avondale Police Department.

6. All references to the Fire Department in this plan refer to the City of Avondale Fire Department.

7. Within its governmental forces, the City of Avondale has the capability to respond successfully to most emergency situations. If necessary, it can request support from the State, County, surrounding communities, and the private sector.

II. MISSION

To provide emergency response and an expeditious recovery from a serious emergency or disaster situation that would cause conditions hazardous to life and property in the City of Avondale.

III. EXECUTION

A. Concept of Operations

1. As per State of Arizona statutes, the Mayor is responsible, by law, for

directing and controlling disaster operations. Heads of City departments and agencies are responsible for emergency functions as specified in this plan. City forces will conduct emergency operations and volunteers will supplement them.

2. The Emergency Operations Center (EOC) will be activated at the discretion of the Mayor or designated representative when an emergency reaches such proportions that it requires a closely coordinated effort on the part of leading City officials.

3. Mutual aid agreements will be implemented when effective response to the disaster is beyond the capabilities of City resources.

4. The Mayor may proclaim a local emergency, as defined in Section 26-311, Arizona Revised Statutes, when an emergency situation is, or is likely to be, beyond the response capability of the City, and the combined efforts of the State, County and City are considered essential for an effective response.

5. This plan covers both nuclear war and peacetime emergencies. The Basic Plan and Annex A provide guidance for handling all types of emergencies, while the remaining annexes deal with specific types of emergencies and related topics. This plan will be reviewed annually by the Emergency Management Director and updated as required.

B. Organization

1. All City employees are included in the City emergency services organization. Departments will conduct operations under the control of their respective chiefs or directors.

2. The emergency response organization is made up of two groups, the Executive Group and the Operations Group:

   a. The Executive Group is composed of the Mayor, Vice Mayor, key city management officials and representatives from Fire, Police, Utilities, Field Operations, School District(s), and Recreation and Library Services.

   b. The Operations Group incorporates the Emergency Operations Staff and field forces from specified departments including representatives from the Fire Department, Police Department, Utilities Department, Field Operations Department, School District(s), Social Services, Recreation and Library Services, other key department personnel, and representatives from volunteer organizations.

3. National Incident Management System (NIMS) adopts the basic tenets of the Incident Command System (ICS) and utilizes them on a national level. NIMS is based on an appropriate balance

between flexibility and standardization.

4. Homeland Security Presidential Directive/HSPD 5 directs the United States Department of Homeland Security to lead a coordinated national effort with other federal departments and agencies and State, Local and Tribal governments to establish a National Response Plan (NRP) and a National Incident Management System (NIMS). The NIMS creates a standard incident management system that is scalable and modular, and can be used in incidents of any size or complexity. These functional areas include command, operations, planning, finance/administration and logistics. The NIMS incorporates the principles of Unified Command (UC), and Area Command, ensuring further coordination for incidents involving multiple jurisdictions or agencies and multiple events. The City of Avondale recognizes these policies and utilizes NIMS as a basis for the Incident Command System (ICS) structure.

5. Homeland Security Presidential Directive 8 (HPSD 8) is a companion policy to HPSD 5, and will provide guidance and standards, through the NIMS Integration Center (NIC), for preparedness activities, to include training, exercising, employee certification, credentialing and national resource typing protocols.

6. Community Emergency Response Teams (CERT) and volunteer organizations are authorized to augment the City emergency response organization.

7. The emergency response organization for each contingency will be tailored to ensure an effective response to that particular emergency.

8. During emergency conditions all entities responding, as members of the emergency response organization will fall under the direct leadership of the Mayor or designated representative throughout the duration of the situation.

C. Phases of Emergency Management

1. This plan follows the Federal Emergency Management Agency's (FEMA) INTEGRATED EMERGENCY MANAGEMENT SYSTEM (IEMS) and uses a functional and hazard specific approach which includes the appropriate emergency functions within each hazard annex. The plan accounts for activities before, after, and during emergency operations; and deals with the four major phases of emergency management, defined as follows:

2. Mitigation: Activities designed to prevent occurrence of an

emergency, reduce vulnerability to a hazard, or lessen the severity of adverse impact upon the population. Mitigation efforts often take the form of risk analysis, education, engineering and enforcement.

3. Preparedness: Programs, systems or activities that exist prior to an emergency that enhance response and readiness. Planning, training and exercising (disaster drills) are examples of activities under this phase.

4. Response: Response actions that taken place immediately before, during, or directly after an emergency occurs, to save lives, minimize damage to property, and to enhance the effectiveness of recovery. This phase encompasses all aspects of the actual response during an emergency including warning, evacuation, rescue, direction and control, plus other similar operations.

5. Recovery: Recovery is both a short-term and a long-term process. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public by seeking restoration of vital services, such as food supply, temporary shelter, and utilities. Recovery planning should include a review of ways to avoid future emergencies and to improve preparedness and response.

IV. INCREASED READINESS CONDITIONS

Homeland Security Advisory System

A. Presidential Directive 3 authorizes the development of the Homeland Security Advisory System, a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and the public. This system provides warnings in the form of a set of graduated "Threat Conditions" that increase as the risk of the threat increases. At each Threat Condition, Federal departments and agencies implement a corresponding set of protective measures to further reduce vulnerability or increase response capability during a period of heightened alert.

B. There are five Threat Conditions, each identified by a description and corresponding color, listed from the lowest threat level to the highest. The higher the Threat Condition, the greater the risks that include both probability of occurring or potential gravity. The U.S. Attorney General, who will in turn notify Federal, State and local authorities, assigns Threat Conditions. The five threat conditions are as follows:

Condition Green (low) – low risk of terrorist attacks

Condition Blue (guarded) – general risk of terrorist attacks

Condition Yellow (elevated) – significant risk of terrorist attacks

Condition Orange (high) – high risk of terrorist attacks

Condition Red National (severe) – severe risk of terrorist attacks

Condition Red Local (severe) – severe risk of local terrorist attacks

Additional detail is provided at annex M, appendices 4-8.

C. Tasks The following tasks, when appropriate, apply to all major emergencies. Specific tasks for each hazard are assigned in the appropriate annexes.

1. Mayor

a. Direct activation of the Emergency Response Organization and the EOC when conditions so warrant.

b. Implement emergency plans.

c. Direct and coordinate emergency operations.

d. Authorize information release to the news media.

e. Manage the recovery effort with the assistance and advice of the City Manager and the Emergency Management Director.

f. Establish guidelines for the preservation of vital city records.

g. May, by proclamation, declare a local emergency to exist due to fire, conflagration, flood, earthquake, explosion, war, bombing or any other natural or man-made calamity or disaster or in the event of the threat or occurrence of riot, rout or affray or other acts of civil disobedience which endanger life or property within the City. After declaration of such emergency the Mayor may govern by proclamation and impose all necessary regulations to preserve the peace and order of the City, including but not limited to:

(1) Imposition of a curfew in all or any portion of the City.

(2) Ordering the closing of any business.

(3) Closing public access to any public building, street or other public place.

(4) Calling upon regular or auxiliary law enforcement agencies or organizations within or outside the political subdivision for assistance.

(5) A majority of the council may terminate the exercise of such emergency powers by the Mayor.

2. City Manager

a. Direct and coordinate emergency operations.

b. Assist and act as chief advisor to the Mayor.

c. Keep the mayor informed of situation status and resource status.

d. Implement emergency plans.

e. Assess resource needs and order, deploy, and release needed resources.

f. Serve as purchasing director and approve all purchases of goods and services made by the City during emergency or disaster situations.

g. Manage the recovery effort.

h. When activated, supervise activities of the EOC staff.

3. Emergency Management Director

a. Develop, coordinate and maintain the City of Avondale Emergency Operations Plan.

b. Maintain a listing of resources available to respond to an emergency.

c. Comply with state and county emergency plans and procedures.

d. Maintain the Emergency Operations Center (EOC) in a condition to permit activation with minimal notice and, when activated, assist the City Manager in supervising activities of the EOC staff.

e. Coordinate requests for critical resources and mutual aid.

4. Police Department

   a. Provide a representative with appropriate communications equipment and decision making authority for assignment to the Emergency Staff at the EOC.

   b. Provide on-site direction and control of local emergencies.

   c. Receive and disseminate warning of imminent and actual hazardous conditions.

   d. Direct and maintain control over evacuation of persons from affected areas and maintain security of those areas.

   e. Provide prompt and accurate information from field forces to the Emergency Staff.

   f. Provide security for vital government emergency facilities, the EOC and essential private facilities.

   g. Provide traffic control at emergency sites.

   h. Provide ingress and egress routes for emergency vehicles responding to the disaster.

5. Fire Department

   a. Provide a representative with appropriate communications equipment and decision making authority for assignment to the Emergency Staff at the EOC.

   b. Extinguish fires.

   c. Conduct light rescue operations and/or assist with heavy rescue operations.

   d. Provide emergency medical response.

   e. Respond to incidents involving hazardous materials.

   f. Provide prompt and accurate information from field forces to the EOC Staff.

6. Field Operations Department

   a. Provide current highway information.

   b. Assist the Police Department and Fire Department in traffic and area control, perimeter security, and in rescue and evacuation operations.

c. Maintain emergency facilities, to include backup power sources.

d. Perform emergency repair of roads.

e. Assist in heavy rescue operations.

f. Remove debris from roads.

g. Furnish and place road barricades.

h. Provide lights for night operations.

i. Provide decontamination assistance, as needed.

j. Maintain sanitation facilities.

k. Provide fuel for emergency vehicles.

7. Utilities Department: Provide potable water supplies.

8. Community Services. During an emergency situation the Community Recreation Services Director and Senior and Social Services staff will:

a. Form the necessary City welfare organization from volunteers, veterans' organizations, private welfare organizations and church groups.

b. Serve as liaison with the State Department of Economic Security through the Maricopa County EOC.

c. Serve as liaison to the Red Cross for emergency lodging, feeding, clothing and other services.

d. Serve as liaison with other social services groups.

e. Provide support for shelter managers.

9. Health Department. The City of Avondale does not have a Health Department. During a disaster, this function will be coordinated through the County EOC.

D. <u>Persons with Disabilities</u>

1. Upon request, special attention will be directed toward the needs of persons with disabilities during emergency notifications, evacuations, and other disaster related activities.

2. If the nature of the disaster allows and time permits, the EOC will

maintain a listing of all persons with disabilities that are identified to them, as defined in the "Definitions" section of this plan, in order to expedite their notification and evacuation.

E. Emergency Support Functions

1. Requests for assistance will be coordinated through the Maricopa County Department of Emergency Management or the Maricopa County EOC, if activated.

2. City resources may be used to support other political jurisdictions within the County.

3. Requests for support by military units will be submitted through the Maricopa County Department of Emergency Management. Military assistance will complement and not substitute for City operations.

4. The Community Services and Public Health Agency will implement public health procedures to ensure safety of food and water, sanitation, vector control, epidemic disease control, animal control, and immunizations throughout the county, including the City of Avondale and other incorporated municipalities.

5. Maricopa County Medical Examiner normally will:

   a. Provide for the identification and care of deceased casualties, determining the cause of death, inventory and protect personal effects, and locate and notify next of kin.

   b. As necessary, acquire suitable morgue facilities, embalming supplies, body bags, refrigerated vehicles and other items incidental to a mass casualty situation.

6. Grand Canyon Chapter, American Red Cross

   a. Provide care to disaster victims and displaced persons, to include shelter, feeding, clothing, and medical care.

   b. Assist individuals and families in recovering from a disaster, to include casework services, home building and repair, furnishings, medical and nursing care, occupational supplies, and equipment.

   c. Provide psychological/mental health assistance to disaster victims.

   d. Conduct private sector damage assessments.

e. Feed emergency workers in the field.

f. Provide training for volunteer agencies.

7. Salvation Army

a. Provide care to disaster victims and displaced persons, to include shelter, feeding, clothing, and medical care.

b. Assist individuals and families in recovering from the disaster, to include casework services, home building and repair, furnishings, medical and nursing care, occupational supplies, and equipment.

c. Feed emergency workers in the field.

V. DIRECTION AND CONTROL. See Annex A - Direction and Control.

VI. ADMINISTRATION AND LOGISTICS

A. Emergency Purchases

1. During emergencies, which require immediate purchases of supplies or services when time is of the essence, the Mayor shall be empowered to authorize the purchasing director to purchase goods or services.

2. Financial obligations in excess of $1,000 will be authorized only with the prior approval of the Mayor or the Vice-Mayor, then followed by the line of succession specified in Annex A, Direction and Control.

B. Documentation to substantiate reimbursement for emergency expenditures, including both time and materials, will be maintained by each involved department or agency to validate their activities should reimbursement become available.

C. When it is possible, normal administration procedures will be followed.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

I. SITUATION

A. The Avondale Emergency Operations Center (EOC) is located at 1825 N. 107th Avenue. The Alternate EOC will be located in the City of Avondale Police Department Operations Center located at 11485 W. Civic Center Drive.

B. Many of the hazards, which exist in or about the City, have the potential for causing disasters of such magnitude as to make centralized command and control desirable to essential.

C. The public will demand information about the emergency and instructions on proper survival/response actions. Activation of the Emergency Staff and the EOC is the most effective method for providing this information.

II. MISSION

To provide direction, control, and coordination of the City of Avondale's resources during and following periods of emergency.

III. EXECUTION

A. Concept of Operations

1. The Mayor may declare a local emergency. The services, resources and facilities of existing City departments will be utilized to perform emergency tasks and functions. The Mayor or designated representative may request outside assistance, whether from political jurisdictions or from organized volunteer groups. Outside assistance will be requested and used only as an addition to existing City resources, and only when the emergency situation threatens to extend beyond the City's response capabilities.

2. Departments with field forces will establish an on-site command post from which to control their operations and coordinate with other forces.

3. When a Local Emergency is proclaimed, the Mayor may govern

by proclamation.

4. The EOC will be staffed to enable 24-hour operations, as needed.

5. During emergencies of large-scale and of extended durations, additional personnel for the EOC are provided by departments indicated in Appendix 1, Emergency Staff Organization.

6. Critical Incident Stress Debriefing (CISD) will be an integral part of all disaster operations. The Southwest Region CISD Network can be contacted to perform peer support and psychological debriefing services to lessen the effects of excessive stress on disaster workers.

B. Natural and Technological Disasters

1. City departments are assigned responsibilities for providing assistance to individuals suffering injury, property loss or damage, and for governmental emergency services that may be required when a declaration of an emergency is made.

2. Information concerning projected adverse weather conditions that might cause flooding will be relayed to the Central Warning Point at the Police Dispatch Center.

3. The EOC Staff assumes responsibility for coordination of available resources in the event of a disaster that exceeds the capabilities of the City.

C. Tasks

1. Emergency Management Director

a. Activate the Emergency Staff and the Emergency Operations Center (EOC) when directed by the Mayor.

b. Supervise the activities of the Emergency Staff.

c. Direct mobilization and employment of field forces.

d. Effect liaison and coordination with adjoining communities and the Maricopa County EOC.

e. Keep the Mayor apprised of the situation.

f. Recommend to the Mayor a Declaration of Emergency if the situation warrants. See Appendix 4, Declaration of Emergency, to this annex.

2. EOC Staff

   a. Coordinate the activities of field forces.

   b. Collect, evaluate, respond to, and disseminate essential information.

   c. Maintain logs, displays, and records of essential information.

   d. Collect and consolidate data from field forces and prepare situation reports and summaries for periodic briefings, after-action reports and forwarding as required.

   e. Receive and process requests for resources from field forces.

   f. Notify the appropriate School District of any major emergencies, which may affect the schools or transportation routes. (Avondale Elementary School District, Littleton Elementary School district, Litchfield Elementary School District, Pendergast Elementary School District, Agua Fria High School District and Tolleson High School District)

3. The EOC Staff is flexible and is capable of partial or full implementation.

IV. DIRECTION AND CONTROL

A. Communications

1. The City government will utilize the field operations, law enforcement and fire communications nets that are available on a daily basis. The Emergency Management Director is responsible for the coordination and use of these communications nets during emergency situations in which the EOC is activated.

2. Existing communications regulations and systems control procedures apply.

3. The telephone will be the primary method of communication. Police and Fire Department radio networks will provide backup communications in the event of telephone system failure.

B. Warning

1. The Avondale Police Department will act as the Central Warning

Point and is responsible for disseminating weather watches, weather warnings, alerts and attack warnings as follows:

a. Notify the Mayor, City Manager and Emergency Management Director.

b. Utilize mobile sirens and PA systems to further disseminate warnings to the public, when directed. The use of other technology for warning the public as it becomes available.

2. The public will be advised to listen to commercial radio and TV broadcasting stations that should disseminate emergency warning and other information.

C. <u>EOC Supplies</u>

1. City Map (large and small scale)
2. Maricopa County Map
3. Metropolitan Phoenix Area Map
4. Arizona State Map
5. Bulletin Board
6. Operations Status Board
7. Emergency Forms
8. SITSTAT (Situation Status Board)
9. RESTAT (Resource Status Board)
10. Water Maps
11. Wastewater Maps
12. Storm Drain Maps
13. Drainage Maps/Floodplain Maps
14. Computers
15. Radios/Chargers
16. White Boards
17. Flashlights/ Batteries

18. Water

19. Other equipment and materials as needed such as phones, satellite radios, and generators

D. Continuity of Government

1. The lines of succession of elected officials and the City staff are shown in Appendix 2, Line of Succession, to this annex.

2. Preservation of Records

a. Important City records must be preserved to ensure continued operation of City government during a major emergency or reconstitution of City government following such an emergency.

b. Procedures for preservation of vital City records will be prescribed in a Standard Operating Procedures (SOP) that will be filed in the City Clerk's Office.

V. ADMINISTRATION AND LOGISTICS

A. Reports. See Appendix 6, Reports, to this annex.

B. Forms. Forms to accommodate message traffic, event logs, and various reports are maintained in the EOC.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 1 – EMERGENCY STAFF ORGANIZATION

The Emergency Staff will consist of two groups, the Executive Group and the Operations Group.

EMERGENCY STAFF	
EXECUTIVE GROUP	Mayor
	City Manager
	Assistant City Managers
	City Clerk
	Neighborhood Services Director
	Fire Chief
	Police Chief
	Utilities Director
	Field Operations Director
	City Engineer
	Planning and Zoning Director
	Recreation and Library Services Director
	Finance and Budget Director
	School District Representative(s)
	Public Information
OPERATIONS GROUP	Emergency Management Director
	Fire Department Representative
	Police Department Representative
	Finance and Budget Department Representative
	Utilities Representative
	Recreation and Library Services Representative
	Social Services Representative
	* Radiological Officer (RO)
	** Red Cross Representative

* For emergencies involving nuclear warfare or radioactive materials only. Unless the City has a trained Radiological Officer, instructions will be received from the County EOC.

** If no Red Cross representative is available, coordinate support with the American Red Cross representative at the County EOC.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 2 – LINE OF SUCCESSION

1. The line of succession of the elected officials is:

    a. Mayor

    b. Vice-Mayor

    c. Remaining Council Members in order of seniority. If two or more council members have the same seniority, the line of succession will be determined by alphabetical order of their last names.

2. The line of succession of the City staff is:

    a. City Manager

    b. Assistant City Manager(s)

    c. Finance and Budget Director

    d. As directed by the City Council

3. The line of succession for each department head is according to the operational procedures established by each department.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 3 – EVACUATION

1. The Emergency Staff recommends and the Mayor initiates evacuation of portions of the city affected by disaster

2. Types of Evacuation

   a. **VOLUNTARY:** Persons perceive the hazard and leave the area of their own volition. No official assistance is required.

   b. **RECOMMENDED:** Upon declaration of a Local Emergency, endangered persons are advised to evacuate to safe areas. Normally, emergency shelter and feeding are provided. Assistance may be requested or required.

      (1) The Police Department will assume responsibility for evacuation operations. Specific tasks are as follows:

         (a) Warn residents of the area to be evacuated.

         (b) Establish an on-site command post for control of agencies authorized to operate in the affected area.

         (c) Coordinate available transportation to move evacuees and establish evacuation routes.

         (d) Provide traffic control in and near the affected area.

         (e) Provide security for the evacuated area, with emphasis on the protection of essential facilities.

         (f) Assist persons with disabilities and any other citizens that need assistance in the evacuation process.

         (g) Designate pickup points for persons lacking transportation

      (2) The EOC Staff will coordinate the opening of congregate care shelters with the American Red Cross.

      (3) Other City Departments. Assist the Police Department with personnel and resources.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 4 – EMERGENCY DECLARATION PROCESS

1. State law, County resolution, City resolution and this plan empower the City government to enact emergency legislation. Among the powers authorized for inclusion in such legislation is the power to declare a Local Emergency. A declared Local Emergency permits City government to set aside normal procedures of government in deference to the emergency.

2. The written declaration (See Tab A, Emergency Declaration) is the vehicle by which assistance can be obtained from state and federal agencies. The declaration should be issued upon receipt of sufficient supportive information and forwarded to the Maricopa County Department of Emergency Management or the County EOC, if activated.

3. If the emergency is of sufficient magnitude and all county resources are expended, the Maricopa County Department of Emergency Management will recommend to the Chairman of the Board of Supervisors that the County declare an emergency. The County's emergency declaration will then be forwarded to the Arizona Division of Emergency Management with a request that the Governor declare a State of Emergency. Financial and other public assistance, but no individual assistance, may be made available when the Governor declares a State of Emergency.

4. The Governor may request a Presidential Declaration of a Major Disaster if conditions so warrant. Such a request will be based on a damage assessment and will indicate the degree of commitment of local and State resources in attempting to cope with the situation.

5. When a Major Disaster is declared by the President, the Federal Emergency Management Agency (FEMA) will administer the disaster relief program in the affected area. Two major categories of benefits may be made available – individual assistance and public assistance.

6. Instructions

   a. The emergency declaration process starts for the City of Avondale when the Mayor determines that all available resources have been exhausted or will not be sufficient to provide for the safety and well being of the residents of the City.

   b. A declaration of emergency may be submitted through the Maricopa County

Department of Emergency Management asking the Governor to submit a request to the President to declare a major disaster or emergency area within the State. The form at Tab A to Appendix 4 to Annex A may be used to submit this declaration.

c. The declaration should be submitted to the County through the most expedient method. The City may FAX the form to the County at 602-275-1638. If time is of the essence, the Mayor may call the County at 602-273-1411 and make the declaration over the telephone and forward the declaration form when time permits. The Maricopa County Department of Emergency Management will assist the City in preparation of documentation necessary to justify the request for emergency assistance.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 4 – EMERGENCY DECLARATION PROCESS

TAB A – EMERGENCY DECLARATION

WHEREAS, the City of Avondale on the ____ day of _____, does hereby find that due to _____ the City of Avondale, County of Maricopa, State of Arizona, is facing a condition of extreme peril to life and property which necessitates the proclamation of the existence of an emergency; and,

WHEREAS, the Mayor of the City of Avondale has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED BY THE MAYOR OF THE CITY OF AVONDALE THAT:

1. An emergency is declared for the City of Avondale.
2. The City's Emergency Operations Plan has been implemented.
3. The emergency shall continue for a period of not more than seven days from the date hereof, unless the same is continued by the consent of the City Council of the City of Avondale, Arizona.
4. The proclamation shall take effect immediately from and after issuance.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said emergency the power, functions and duties of the City Council of the City of Avondale shall be those prescribed by State Law, Ordinances and the emergency plans of the City of Avondale in order to mitigate the effects of such emergency.

ORDERED this _____ day of _____

_____
Mayor, City of Avondale

ATTEST

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 4 – EMERGENCY DECLARATION PROCESS

TAB B – DECLARATION THAT A LOCAL EMERGENCY NO LONGER EXISTS

WHEREAS, beginning on the ___ day of _____ 20____, there was an emergency situation created by (type of emergency) _____

_____ and;

WHEREAS, the Charter of the City of Avondale provides that the Mayor shall take command of the City forces and govern the City by proclamation during times of great danger, and;

WHEREAS, the City of Avondale has been restored to peace, tranquility, and order;

NOW THEREFORE, I, _____, Mayor of the City of Avondale, County of Maricopa, State of Arizona, in conformity therewith and by the virtue of the authority vested in me, and in accordance with the law, do hereby PROCLAIM AND DECLARE TO THE PEOPLE OF THE CITY OF AVONDALE that there no longer exists in the City of Avondale a state of local emergency and;

I DO FURTHER PROCLAIM that the activities of the government of the City of Avondale and all of its departments hereby return to business as usual according to the charter and ordinances of the City of Avondale.

Proclaimed by the Mayor of the City of Avondale, this ___ day of _____ of 20____.

Dated: _____ _____
Mayor

ATTEST

_____ City Clerk

Distribution: County EOC FAX #: 602-275-1638
Original to City Clerk
Copy to Fire Chief

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 5 – DISASTER ASSISTANCE

1. Assistance is available from the state and federal governments when specific conditions are met.

   a. The Governor must declare a state of emergency for the City to receive assistance from the State.

   b. The President must declare a major disaster for the City to receive Federal assistance.

2. Types of Disaster Assistance

   a. Public Assistance – financial aid to government entities.

   b. Individual Assistance – financial aid to private citizens and businesses.

3. If the Governor declares a state of emergency, but the President does not declare a major disaster, the City will be eligible for public assistance under Arizona Revised Statute (ARS) 35-192 and its associated rules. Individual assistance to residents affected by the disaster will not be available, although, in some cases, federal agencies such as the Small Business Administration, Farmers Home Administration, Farm Service Agency and U. S. Army Corps of Engineers can be petitioned to provide loans and/or technical assistance.

4. If the Governor declares a state of emergency and the President declares a major disaster the City and its citizens will generally be eligible for both public assistance and individual assistance from the federal government and for public assistance from the State. In some cases, however, the federal government may deny individual assistance, even though public assistance is provided. The federal agencies listed in the previous paragraph may again be able to provide loans and/or technical assistance if individual assistance is denied in the federal disaster declaration.

5. Types of <u>public assistance</u> that may be available following a state declaration of emergency or a federal declaration of a major disaster:

   a. During the Response Phase

      (1) Emergency debris clearance.

(2) Emergency protective measures such as search and rescue, demolition of unsafe structures, warning of further risks and hazards, and public information on health and safety measures.

(3) Emergency restoration work, including emergency repairs to essential utilities and facilities.

(4) Emergency communications equipment to supplement, but not replace, normal communications equipment that remains operable.

b. During the Recovery Phase

(1) Costs of Emergency Recovery Work

(a) Clearance of wreckage and debris.

(b) Emergency protective measures.

(c) Emergency repair or replacement of roads, streets, highway facilities, dikes, levees, irrigation works, drainage facilities, public buildings and related equipment and furnishings, and public-owned utilities.

(d) Salaries and wages.

(e) Equipment, supplies, and materials.

(f) Work performed by the National Guard, under contract, and work performed by arrangement with other political subdivisions.

(2) Costs of Permanent Restoration. Items listed in paragraph (1) above and public facilities under construction.

6. Types of <u>individual assistance</u> that may be available following a federal declaration of a major disaster:

a. During the Response Phase. Emergency mass care if not provided by welfare organizations.

b. During the Recovery Phase

(1) Temporary housing

(2) Disaster loans.

(3) Federal income tax assistance.

(4) Legal and consumer aid.

(5) Unemployment benefits.

(6) Food Stamp Program.

(7) Psychological counseling.

(8) Grants to individuals and families.

7. Individual assistance usually will be administered from federal Disaster Response Centers (DRCs), which will be established near the affected area to provide victims a convenient centralized location to receive guidance and information and to initiate their personal recovery actions. Insofar as practicable, each DRC will include representatives of all agencies having relief and rehabilitation responsibilities, so that victims are afforded the opportunity to complete their business at a single location and in a minimum number of visits. FEMA will generally establish one or more toll-free telephone numbers that disaster victims can use to file their claims for assistance.

8. The City Manager will ensure that the following tasks are accomplished:

a. Keep detailed records of all public and private damage sustained during the disaster, to include the estimated cost of repairing the damage. The damage must be visually verified by a qualified inspector following the disaster as estimates made during the disaster are frequently inflated by the stress of the moment. Accurate damage estimates and precise knowledge of damage locations will be invaluable when FEMA teams inspect the City following the disaster to determine whether a Presidential disaster declaration is warranted.

b. Prepare a report stating the disaster's <u>impact</u> on the City's budget and its ability to provide essential services to citizens. A clear statement of the disaster's impact is essential for the City to qualify for a Presidential Disaster Declaration.

c. If a Presidential Declaration is made, appoint an Application Agent to represent the City in applying for state and federal disaster assistance. The Applicant Agent handles all documentation and correspondence for public assistance and must be a person authorized to make financial commitments on behalf of the City. He/she will attend a joint federal/state briefing at which his/her duties and the forms necessary to apply for assistance will be explained.

d. Ensure that City employees keep records of all repair work accomplished after the disaster. The following information must be kept for each work site on each day that work is performed:

(1) Location of work site.

(2) Date work was done.

(3) Employees and hours worked.

(4) Equipment and hours used.

(5) Materials and quantity used.

(6) Source of materials (vendor or stock).

(7) Copies of delivery tickets.

NOTE: Videos or photographs should be considered.

e. If individual assistance is made available in conjunction with a Presidential Disaster Declaration, obtain the DRC location and hours of operation from the Maricopa County Department of Emergency Management and ensure that City residents are made aware of that information.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 5 – DISASTER ASSISTANCE

TAB A – DAMAGE ASSESSMENT WORKSHEET – PUBLIC

Team Members: _____

Area Assigned: _____

Date/Time of Observation: _____

1. GENERAL OBSERVATION

   a. Limits of Disaster Area: _____

   b. Major Disaster Agents: _____

   c. Location and description of hazards to personnel: _____

   _____

   d. Location and description of dangerous conditions requiring accelerated response: _____

   _____

2. DISASTER VICTIMS

   a. Estimated Dead: _____

   b. Estimated Injured or ill: _____

   c. Estimated Homeless: _____

3. HEALTH AND SANITATION (Description of Problem)

   a. Water: _____

   b. Wastewater: _____

   c. Disease: _____

   d. Vector Control: _____

4. UTILITIES (Affected areas, estimated outage times, and damages)

   a. Electricity: _____

   b. Water: _____

   c. Wastewater: _____

   d. Natural Gas: _____

   e. Telephone: _____

5. FARMS AND RANCHES (Number destroyed, major or minor damage, and dollar estimates)

   a. Buildings: _____

   b. Crops: _____

   c. Poultry/Livestock: _____

6. URBAN STRUCTURES (Number usable, unusable or destroyed, to include estimated dollars)

   a. Homes: _____

   b. Mobile Homes: _____

   c. Apartments: _____

   d. Commercial: _____

   e. Industrial: _____

   f. Governmental: _____

7. SUPPLIES, EQUIPMENT, PERSONAL PROPERTY (Damage estimates in dollars)

   a. Personal Property: _____

   b. Commercial Equipment and Supplies: _____

   c. Industrial Equipment and Machinery: _____

   d. Agriculture Equipment: _____

   e. Government Equipment: _____

8. TRANSPORTATION ROUTES (Location, type and cause of closure to include estimated time in open)

a. _____

b. _____

c. _____

d. _____

e. _____

9. TRANSPORTATION FACILITIES AND VEHICLES (Location, non-operational <8 hrs or non-operational >8 hrs and estimated damage

a. Railroads: _____

b. Rolling Stock: _____

c. Commercial Stock: _____

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

APPENDIX 5 – DISASTER ASSISTANCE

TAB B – DAMAGE ASSESSMENT WORKSHEET – PRIVATE

(PLEASE PRINT)

1. Date of Event: _____

2. Assessment Date _____

3. Type of Event (Check One)

- ☐ Flash Flood
- ☐ Thunderstorm
- ☐ Earthquake
- ☐ Tornado
- ☐ Flood
- ☐ Wind
- ☐ Fire
- ☐ Other _____

4. Jurisdiction (Check One):

- ☐ City of Avondale
- ☐ Maricopa County (Unincorporated Area)
- ☐ Other _____

5. Owner/Occupant Information

Name: _____

Address: _____

_____

Telephone Number: _____

6. Contact Information (if different)

Name: _____

Address: _____

_____

Telephone Number: _____

7.	Type of Structure (Circle One)	S – Single Family Dwelling A – Apartment	M – Mobile Home B - Business
8.	Building Damage (Circle One)	3 – Destroyed (Not Repairable) 1 – Minor (Habitable)	2 – Major (Need Repair) 0 – No Damage
9.	Content Damage (Circle One)	3 – Destroyed (Not Repairable) 1 – Minor (Habitable)	2 – Major (Need Repair) 0 – No Damage

10. Structural Damage: (fill in/check appropriate information)

Walls & Ceilings ☐ Collapsed ☐ Water Damaged ☐ Blown In/Out

Roof ☐ Collapsed ☐ Truss Damage ☐ % Shingles Missing/Damaged

Foundation – Shifting ☐ On ☐ Off

Chimney ☐ Collapsed ☐ % Damaged

Siding ☐ % Missing/Damaged

11. Other Damage (Circle One):

Windows Broken	Y	N	Flooring	Y	N
Insulation	Y	N	Pipes Ruptured	Y	N
Furniture	Y	N	Septic System	Y	N
Appliance	Y	N	Well	Y	N
Awnings	Y	N			

12. Additional Information:

Flood Water Depth _____ No. of Floor Levels _____

13. Insurance (Circle One):

Homeowners Y N Flood Y N

14. Type of Usage Other than Primary Unit (Check One):

☐ Seasonal ☐ Recreational Vehicle ☐ Other _____

15. Remarks: _____

_____

_____

_____

_____

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 6 – REPORTS

1. Event Log. An event log will be used to record significant events, status reports, event descriptions, and actions taken by the Emergency Staff.

2. Situation Report

   a. See Tab A to this appendix.

   b. A Situation Report will be prepared by the Emergency Management Director at the end of each work shift. One copy will be sent to the Mayor or City Manager, and a second copy will be sent to the County EOC. The report to the County EOC may be submitted by telephone, FAX, or hard copy.

   c. Initial reports may be fragmentary and by telephone if the Mayor is not at the EOC. When conditions stabilize, complete reports will be provided.

3. After-Action Report

   a. See Tab B to this appendix.

   b. Within five days after emergency operations are concluded, each involved department will submit the After-Action Report to the City Manager.

   c. The report will include estimates of operations costs if actual cost data is not yet available. Subsequent reports will be made as requested and as refined data becomes available.

4. Special Reports. The Mayor may request these reports.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 6 – REPORTS

TAB A – SITUATION REPORT

ITEM

1. Report No.: _____ Date _____ Time _____

2. From: _____

3. To: _____

4. Nature of Emergency: _____

5. Location of Emergency: _____

_____

_____

6. Date/Time of Occurrence: _____

7. Casualties: a. Injured _____ b. Dead _____ c. Homeless _____

8. Property Damage: _____

_____

9. Actions Taken (Details in Remarks):

   a. Declaration of Emergency _____ c. Movement of People _____

   b. Evacuation _____ d. Movement of Supplies _____

10. Assistance Required:

   a. Personnel: Skill/Number _____

_____

b. Equipment: Type/Number _____

_____

c. Other Resources: _____

_____

_____

_____

_____

11. Is Area Accessible?

_____

12. Communications Available:

_____

13. Actions Taken By:

a. American Red Cross: _____

_____

_____

b. Salvation Army: _____

_____

_____

c. Others: _____

_____

_____

14. Remarks: _____

_____

_____

_____

_____

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 6 – REPORTS

TAB B – AFTER-ACTION REPORT

1. Department/Activity Making Report: _____

2. Period of Emergency Operations: _____

3. Nature of Emergency: _____

_____

_____

4. Departments or Jurisdictions which you supported:

   a. _____ d. _____

   b. _____ e. _____

   c. _____ f. _____

5. Nature of Your Emergency Support Function: _____

_____

_____

_____

6. Personnel:

   a. Total Participating: _____

   b. Total Work Hours: Regular _____ Overtime: _____

   c. Number Injured: _____ Estimated Hours Lost: _____

   d. Estimated Cost to Department: _____

_____

7. Resources Expenditures:

   a. Department-owned: Estimated Total $: _____

   b. Emergency Requirements Approved by City Manager:

      Estimated Total $: _____

   c. Description of Expended Materials: _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

8. Damage or Loss of City-owned Property:

   Estimated Total $: _____

   Property Description: _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

9. Summary of Activities Related to Your Emergency Support Function:

_____

_____

_____

_____

_____

Signed: _____
Department Representative

Date: _____

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX A – DIRECTION AND CONTROL

APPENDIX 7 – MEDIA ALERT PROCEDURES

1. Operational Policy

   a. The Media Alert System shall be used primarily for notification to the public, via the news media, of events of a public safety, health, or welfare concern that have an immediate impact affecting residents of the City of Avondale. The Media Alert System may be accessed by City of Avondale authorized representatives utilizing Department of Public Safety established procedures.

   b. The above policy would include, but is not limited to, major incidents, disturbing traffic flow, airplane crashes, structure fires, large brush or wildland fires, hazardous material spills or leaks, flooding, shooting, escapes of dangerous prisoners, health hazards requiring immediate public notification, natural disasters, or any life-endangering circumstances.

   c. Notification via the system should be limited to activities in progress that, by their nature or potential, pose a threat of such significance that immediate public notification is warranted.

   d. It is permissible to notify the media via the system of the time and place of a news conference or announcement to be made by an agency authorized to use the system.

   e. Under special circumstances the Department of Public Safety's Media Relations Officer or on-duty Watch Commander may authorize use of the system by government agencies or public utilities to disseminate information concerning a specific event or ongoing actual or potential public safety hazard.

   f. The system may also be activated via the Maricopa County Department of Emergency Management (MCDEM):

      (1) During normal working hours, City officials will telephone or FAX the required information to the County EOC and request County personnel to activate the Media Alert System and input the information.

      (2) During other than normal working hours, City officials will contact the Department of Emergency Management Duty Officer and request the

Media Alert System be activated.

(3) City officials will provide County emergency management personnel with sufficient details of the incident to adequately provide the media with answers to pertinent questions; however, City personnel may specify there will be no questions, or that the media may call City officials to get questions answered.

2. Operations Guidelines

In addition to the general guidelines the following policies are established:

(1) Only those individuals authorized by the City and on file with the Department of Public Safety will be allowed to input information into the system.

(2) Individuals transmitting information on the system agree that a media agency and/or DPS may tape record any statements made, and the media agency may rebroadcast the entire statement or any part of, and any responses to any questions. Any portion of a statement not for rebroadcast must be identified as such by the originator at the time of the statement.

(3) City officials agree to broadcast on the system only those events, which are appropriate under the guidelines and to do so as soon as is practical under existing conditions.

(4) City officials agree to broadcast on the system appropriate additional information so as to update an event originally broadcast on the system.

(5) City officials agree to broadcast on the system the final results of an event, or to notify via the system where that information may be obtained.

(6) City officials agree to transmit as soon as possible via the system a notice that an event originally broadcast on the system has been terminated.

(7) Media agencies agree to retransmit to the public as soon as possible the information sent to them over the system which is meant to warn the community of an actual or potential public safety hazard. It is understood, however, that the media agencies have final decision and authority in determining what is broadcast, printed, or transmitted over their facilities.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

I. SITUATION

A. Severe windstorms and thunderstorms can occur in the City of Avondale in the future.

B. Failure of the New Waddell Dam on the Agua Fria River would cause catastrophic flooding within the City of Avondale and require a great degree of mobilization of City resources and coordination with outside agencies to cope with evacuation, sheltering, transportation, damage assessment, and recovery problems.

C. Failure of the New River Dam, or failure of McMicken Dam could cause flooding in the City of Avondale.

D. Extensive rainfall and snow pack on the Salt and Verde River watersheds, coupled with high water storage levels in the various reservoirs, could require emergency water releases from the Salt River Project System that could endanger life and property along the Salt and Gila Rivers.

E. Extensive rainfall and snow pack on the Aqua Fria River watershed, coupled with a high water storage level in Lake Pleasant, could require emergency water releases by the Bureau of Reclamation through New Waddell Dam and could endanger life and property along the Aqua Fria River and increase water flows downstream from the confluence of the Gila and Aqua Fria Rivers resulting in flooding.

F. The primary flooding threat along the Aqua Fria River, south of Glendale Avenue, can contribute to flooding below that junction.

G. New River, which flows into the Aqua Fria south of Glendale Avenue, can contribute to flooding below that junction.

H. Extensive rainfall and snow pack on the Gila River watershed, upstream of San Carlos Lake, could cause emergency water releases from Coolidge Dam in Pinal County into the Gila River, which converges with the Salt River in the vicinity of 115th Avenue.

I. Advance notice of adverse weather conditions will generally be provided by the National Weather Service (NWS) in sufficient time to

warn affected departments and activate the EOC, if necessary.

J. Available weather information and situation evaluations by the Bureau of Reclamation will allow time for activation of the Emergency Operations Center before major water releases are necessary.

II. MISSION

To provide early warning of storm or flood disasters and to execute an effective response, to include evacuation, and protection of lives and property.

III. EXECUTION

A. Concept of Operations

1. See Basic Plan and Annex A - Direction and Control.

2. The Police Department (Central Warning Point) will relay all severe weather watches and warnings affecting the City of Avondale to the Mayor, City Manager and Emergency Management Director.

3. For typical storms, with associated local flooding and wind damage, operations will be performed by normal City departments that routinely handle such emergencies. These departments will act independently within normal operating procedures to address related problems with the emergency.

4. If conditions so warrant, the City Manager will recommend activation of the EOC to the Mayor. Upon activation, the EOC will exercise primary direction and control and the Emergency Staff will assume responsibility for the coordination of emergency operations.

5. The Maricopa County Department of Emergency Management will normally notify the City of Avondale Central Warning Point when water releases are made from Waddell Dam and from other reservoirs along the Salt River complex.

B. Organization See Annex A - Direction and Control.

C. Tasks

1. Mayor. See Basic Plan and Annex A - Direction and Control.

2. City Manager. See Basic Plan and Annex A - Direction and Control.

3. Emergency Management Director. See Basic Plan and Annex A - Direction and Control.

4. Emergency Staff. Perform the following actions as conditions warrant:

   a. See Annex A - Direction and Control.

   b. Receive severe weather information from the Police Department and disseminate it to the Fire Department, Utilities Department and other City agencies, as needed.

   c. Direct appropriate road closures when flooding or flash flooding potential dictates such action.

   d. Activate and check emergency communications equipment.

   e. Notify Maricopa County Emergency Management and check if the County EOC is operational.

   f. Continue to alert affected residents.

   g. Direct and coordinate activities of field forces.

   h. Organize and dispatch damage assessments teams, when applicable.

   i. Initiate disaster assistance procedures for affected areas.

   j. Coordinate welfare support.

   k. Prepare After-Action Reports.

5. Utilities Department will perform the following actions as conditions warrant:

   a. See Basic Plan and Annex A - Direction and Control

      (1) Alert department personnel; particularly water production, distribution and wastewater collection and treatment of the potential situation.

      (2) Curtail normal operations, if required.

      (3) Plan for immediate response to potential disaster situations

      (4) Implement emergency communications procedures, when conditions warrant.

(5) Provide department employees to the Emergency Operations Center, when required.

(6) Assist the Police Department, when requested.

(7) Provide the EOC with current road information.

(8) Provide Damage Assessment Teams personnel as requested.

IV. DIRECTION AND CONTROL. See Annex A - Direction and Control.

V. ADMINISTRATION AND LOGISTICS. See Annex A - Direction and Control.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 1 – McMICKEN DAM

1. Location. McMicken Dam is located west of the City of Surprise, south of Arizona State Highway 93. It lies immediately west of, and runs parallel to the Beardsley Canal.

2. Description. The main embankment is a compacted earthfill structure 49,500 feet in length with a maximum height of 34 feet above the streambed. The dam and impoundment area occupy approximately 2,520 acres of the 247 square mile drainage area of Trilby, Iona and McMicken Washes.

3. Purpose. The dam was designed by the US Army Corps of Engineers and was completed in 1955. The Flood Control District of Maricopa County operates and maintains the flood control features. The purpose of the structure is to provide flood protection for Luke Air Force Base and other down stream communities. The impoundment area behind the dam, known as Trilby Wash Detention Basin, was designed to detain water only during times of flooding.

4. Inundation Areas. Because of the extreme length of the dam, the specific breach location has a significant effect on the resulting flood pattern. Three breach locations, and their associated inundation areas are as follows:

   a. Failure at the outlet channel

      (1) If the outlet channel fails flows would generally be to the southeast, eventually emptying into the Agua Fria River. The Burlington Northern and Santa Fe Railroad embankment, running parallel to Grand Avenue, would serve as a northern barrier to the flow in the inundation area. Portions of the Cities of Surprise and El Mirage, along with some unincorporated areas of the county, would be affected. The floodwaters would take approximately three hours to reach downtown Surprise and five hours to reach the Agua Fria River.

   b. Failure at Trilby Wash

      (1) The flow from a failure at Trilby Wash would initially be to the southeast and then would turn southward toward the Gila River. Luke Air Force Base would bear the brunt of the flooding, which probably would be deep enough to close the runways. Portions of Surprise, Goodyear, unincorporated Maricopa County, and perhaps Avondale and Litchfield

Park also would be flooded. Approximately 13 hours after the dam fails, ponding of water on the north side of Interstate 10 would occur, and the underpasses at Estrella Parkway, Bullard Avenue and Litchfield Road would be flooded. Some of the flooding would continue south from the above underpasses, eventually ponding at the Buckeye Canal just north of the Gila River.

c. Failure south of Trilby Wash

(1) The flow pattern from a failure south of Trilby Wash is similar to that of a failure at Trilby Wash, but the discharge is smaller because the detention basin is shallower at that end. Luke Air Force Base, Goodyear, some unincorporated portions of the county, and perhaps Litchfield Park would be affected. The underpass at Bullard Avenue and Litchfield Road are likely to flood, and ponding would occur at Interstate 10 and the Buckeye Canal.

5. Specific Tasks

a. Flood Control District of Maricopa County will:

(1) Dispatch observers to monitor the situation during times of severe weather when certain prescribed conditions of impoundment and rainfall intensity are reached.

(2) Notify the Maricopa County Department of Emergency Management when:

(a) Impounded water reaches a depth of 13 feet and rising with the principal outlet operating at full capacity. The emergency spillway will operate when water reaches a depth of approximately 19 feet at the principal outlet. If it appears that operations of the emergency spillway is imminent, notification or evacuation of developments located within the spillway inundation area should be considered.

(b) Overtopping of the dam crest or failure of the dam appears imminent.

b. Maricopa County Department of Emergency Management will:

(1) Activate the EOC.

(2) Monitor the situation and coordinate support.

(3) Notify the following agencies:

(a) Sheriff's Office.

(b) **Failure at Outlet Channel**

1) Surprise City Manager, Police and Fire Departments (or EOC, if activated)

2) El Mirage City Manager, Police and Fire Departments (or EOC, if activated)

3) Dysart Unified School District #89, El Mirage and Surprise Elementary Schools are in the inundation area.

(c) **Failure at Trilby Wash**

1) Surprise City Manager, Police and Fire Departments (or EOC, if activated).

2) El Mirage City Manager, Police and Fire Departments (or EOC, if activated.)

3) Goodyear City Manager, Police and Fire Departments (or EOC, if activated)

4) Avondale City Manager, Police and Fire Departments (or EOC, if activated)

5) Litchfield Park City Manager and Civil Defense Director.

6) Agua Fria Union High School District #216. Agua Fria Union High School North is in the inundation area.

7) Avondale Elementary School District #44. Avondale, Lattie Coor, and Pioneer Elementary Schools and Avondale Junior High School are in the inundation area.

(d) **Failure south of Trilby Wash**

1) Luke Air Force Base Command Post.

2) Goodyear City Manager, Police and Fire Departments (or EOC, if activated).

3) Litchfield Park City Manager and Civil Defense Director.

4) Agua Fria Union High School District #216. Agua Fria Union High School North is in the inundation area.

5) Avondale Elementary School District #44. Avondale, Lattie Coor, and Pioneer Elementary Schools, and Avondale Junior High School are in the inundation area.

a) Maricopa County Municipal Water Conservation District #1.

b) Grand Canyon Chapter, American Red Cross.

c) Maricopa County Department of Transportation.

d) Arizona Department of Water Resources, Dam Safety Division.

e) Arizona Division of Emergency Management (ADEM).

(4) Recommend evacuation of the inundation area, or applicable portions thereof, to the above listed agencies in the event of failure or impending failure of the dam.

(a) Sheriff's Office. Alert, warn, evacuate, and secure those portions of the inundation area that are within the City limits of Litchfield Park or in the unincorporated areas of the County.

(b) Department of Transportation. Furnish and place road closure barricades.

(c) Grand Canyon Chapter of the American Red Cross. See Basic Plan and Annex A - Direction and Control

(d) The governments of the Cities of Avondale, El Mirage, Goodyear, Litchfield Park, and Surprise will assume overall direction and control of emergency response operations within their respective jurisdiction, to include warning, evacuation, and security of the affected areas.

(e) The Base Commander of Luke Air Force Base is responsible for emergency response operations on the base.

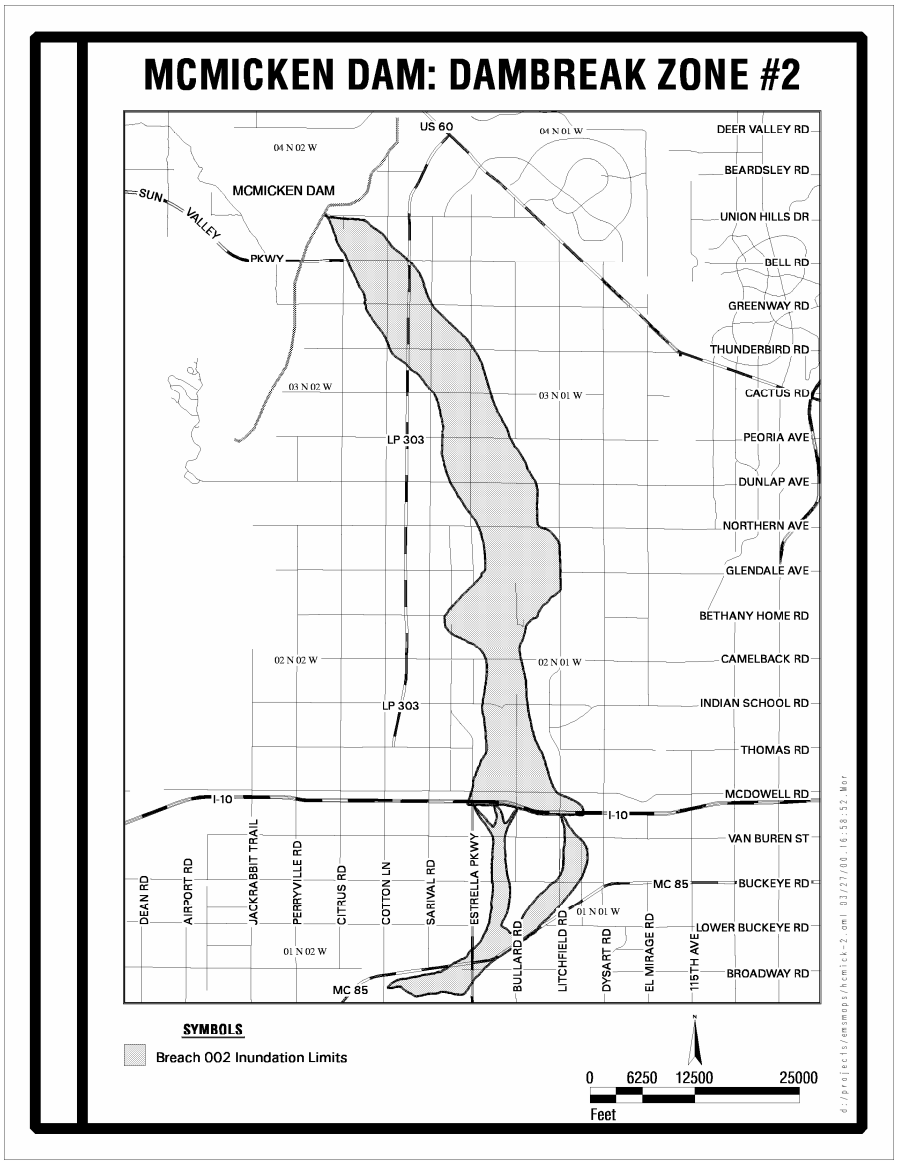
AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 1 – McMICKEN DAM

TAB A – INUNDATION AREA MAP FOR FAILURE AT TRILBY WASH



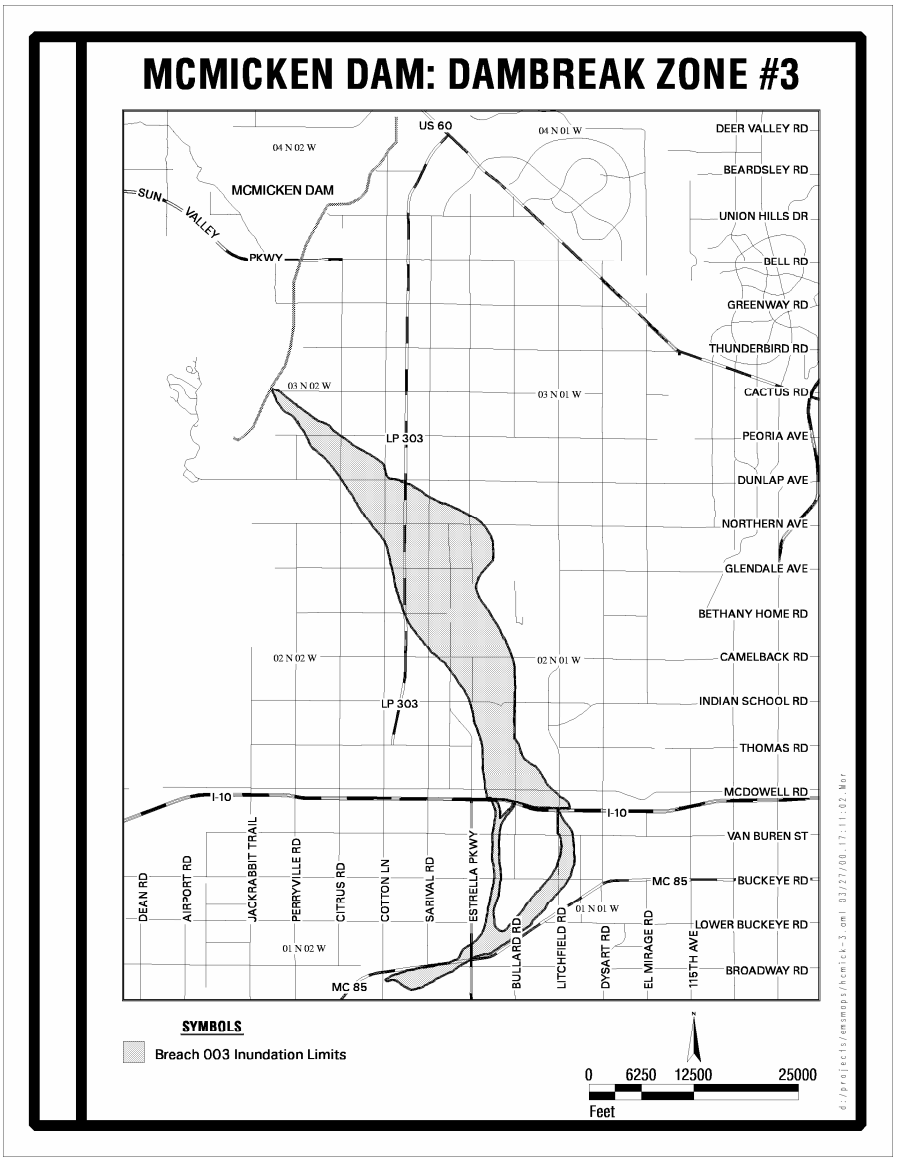
AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 1 – McMICKEN DAM

TAB B – INUNDATION AREA MAP FOR FAILURE SOUTH OF TRILBY WASH



AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 2 – NEW RIVER DAM

1. **Location**. New River Dam is located on the New River northwest of Metropolitan Phoenix. It is approximately a half-mile north of Jomax Road and two miles east of Lake Pleasant Road.

2. **Description**. New River Dam is an earthen dam that has a maximum height of 104 feet and is 2,320 feel long. It creates a detention basin with a storage capacity of 43,520 acre feet and is equipped with a box outlet structure and an emergency spillway. The drainage area of the New River above the dam is 164 square miles.

3. **Purpose**. The Flood Control District of Maricopa County operates and maintains the flood control features of the dam to decrease the peak inflow into New River, offsetting the effect of diverting flows from the Cave Creek drainage area to New River via the Arizona Canal Diversion Channel (ACDC). The dam was designed to detain water only during times of flooding.

4. **Inundation Areas**

   a. Tab A, Inundation Area Map, to this appendix.

   b. Flooding from a failure of the New River Dam would flow generally to the south along the New River channel but it would also spread laterally as much as a mile to the east and two miles to the west of the channel. The flow velocity near the dam is expected to be approximately 10 feet per second (fps), and downstream velocities may range from six to ten fps in active flow areas. Velocities in the floodplain outside the main channel should be very low.

   c. Portions of Peoria, Glendale, Phoenix, Avondale, and unincorporated Maricopa County are expected to be affected.

      Note: The daybreak analysis upon which this emergency action plan is based did not evaluate the inundation area south of Camelback Road.

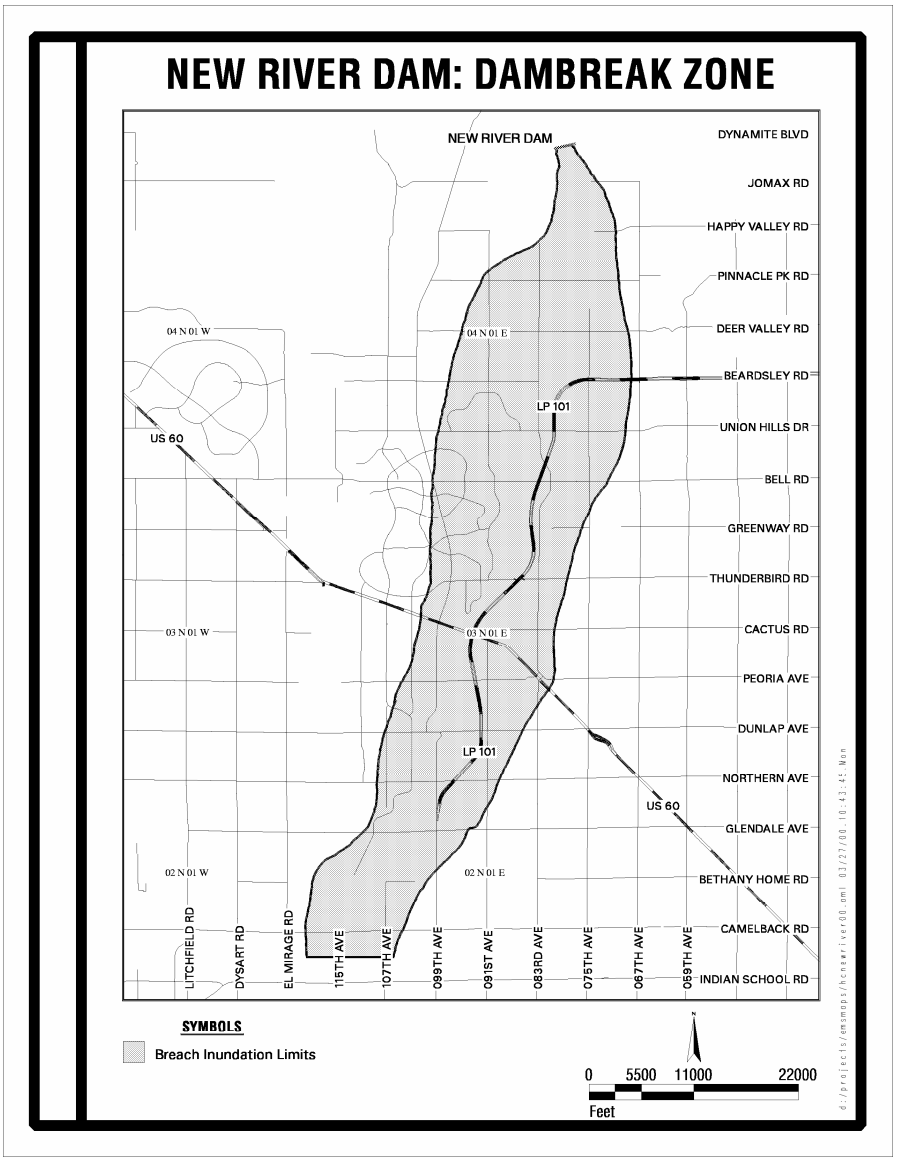
AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 2 – NEW RIVER DAM

TAB A – INUNDATION AREA MAP



AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 3 – NEW WADDELL DAM

1. **Location.** New Waddell Dam is located on the Agua Fria River about 35 miles northwest of Phoenix. New Waddell Dam is located about one-half mile downstream of the Old Waddell Dam.

2. **Description.** The main embankment is a zoned earthfill structure 440 feet in height (300 feet above streambed). Crest elevation 1730 feet with a 4700 feet crest length. Maximum reservoir capacity of 1,108,600 acre-feet and the maximum water surface elevation is 1725 feet.

3. **Purpose.** New Waddell Dam's primary purpose is to store Colorado River water for Central Arizona Project (CAP) use. The Dam will also store Agua Fria runoff, and provide incident flood protection by controlling flood flows of the river.

4. **Inundation Areas.** Portions of Avondale, Peoria, Sun City, El Mirage, Glendale, Phoenix, Luke Air Force Base, Litchfield Park, Goodyear, Tolleson, Buckeye, and unincorporated Maricopa County.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 3 – NEW WADDELL DAM

TAB A – FAILURE OF NEW WADDELL DAM ON THE AGUA FRIA RIVER

1. The Agua Fria River, below New Waddell Dam, runs in a southerly direction until meeting the Gila River approximately three miles west of the Gila's confluence with the Salt River.

2. The flooding described in this appendix can be expected to occur if New Waddell Dam fails while water is being released over the spillway during a probable maximum flood event. A maximum discharge of approximately 8,253,000 cubic feet per second (cfs) would be expected immediately below the dam if this event were to occur.

3. **Approximate** depths, flow rates, and times to reach various locations from New Waddell Dam are shown in the following table:.

LOCATION	DEPTH (Feet)	MAXIMUM FLOW (cfs)	TIME (Hours)
Sun City	59	7,107,000	1.5
Thomas Road	38	5,402,000	3.25
Avondale	**44**	**4,760,000**	**3.75**
Liberty	44	4,073,000	5.5
Buckeye	49	3,630,000	6.5
Bruner Road	59	2,976,000	7.5
Gillespie Dam	62	2,322,000	8.75
Painted Rock Reservoir	39	2,187,000	10.5

NOTE: Travel times are the approximate time from the moment the breach begins until the arrival of flooding at that location. Floodwaters will continue to rise for a period of time after initial arrival of the flood wave.

4. Portions of Avondale, Peoria, Sun City, El Mirage, Glendale, Phoenix, Luke Air Force Base, Litchfield Park, Goodyear, Tolleson, Buckeye, and unincorporated Maricopa County will be inundated.

5. All bridges across the Agua Fria River below New Waddell Dam and all bridges across the Gila River between its confluence with the Agua Fria and Painted Rock Dam will be inundated.

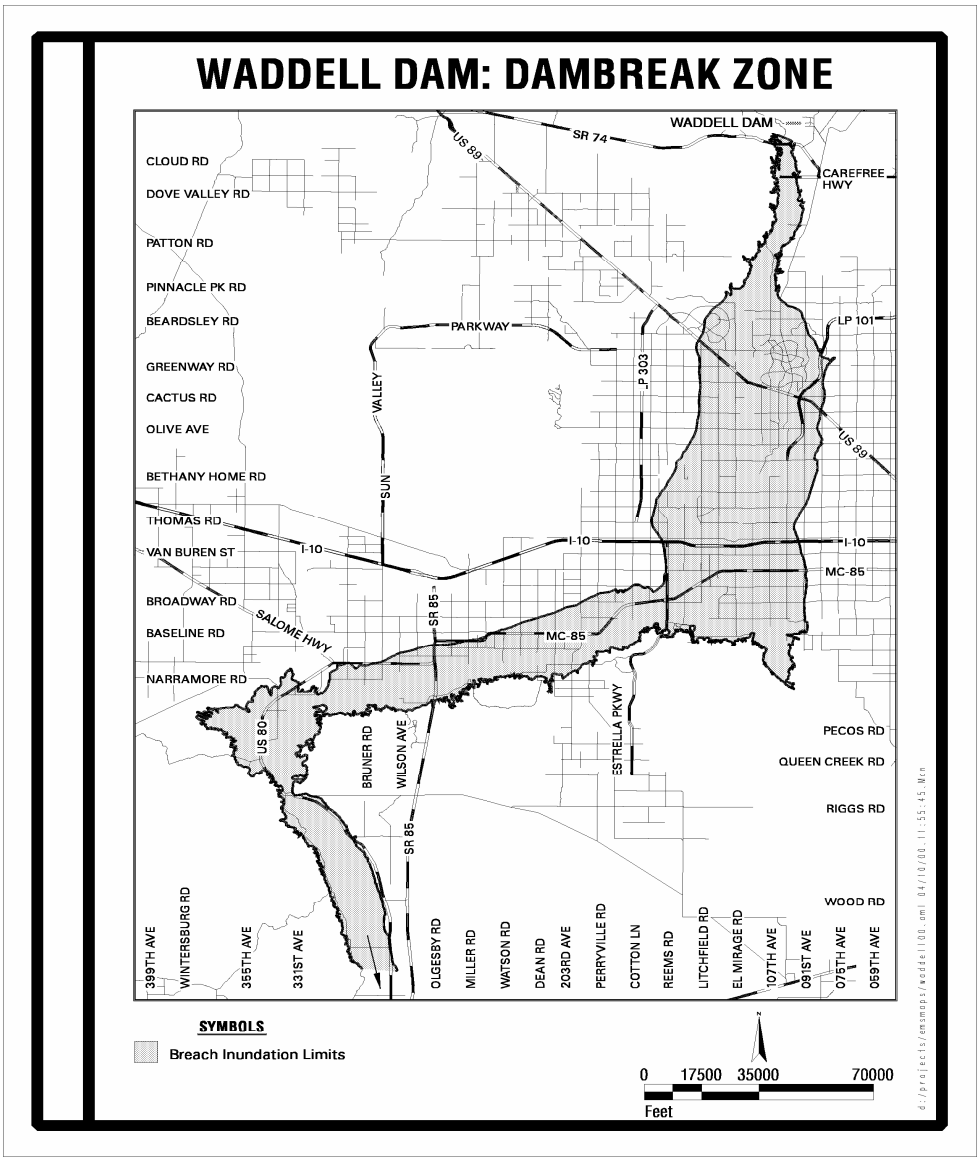
AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX B – STORMS AND FLOODS

APPENDIX 3 – NEW WADDELL DAM

TAB B – INUNDATION AREA MAP



AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX C – EARTHQUAKES

I. SITUATION AND ASSUMPTIONS

A. Most of Arizona is in Seismic Risk Area Two and can expect MODERATE damage as a result of an earthquake. Maricopa County has experienced mild earthquake activity, to include tremors, in the past. See Annex C, Appendix 1, Seismic Zone Map of Arizona.

B. Earthquakes can cause casualties and property damage; secondary effects such as fire and landslides; and disruption of gas, water, wastewater and electrical distribution systems.

C. After-shocks (those tremors occurring after the initial earth movement) will result in additional damaging effects on people and property.

II. MISSION

To provide effective response to the damaging effects of earthquakes and to initiate prompt recovery efforts.

III. EXECUTION

A. Concept of Operations

1. Earthquakes present a unique challenge to emergency responders. There is usually no warning and it is difficult to ascertain the area involved and extent of damage. Two critical tasks must be performed immediately following an earthquake to ensure the most effective operations by emergency response personnel:

   a. The Police Department must perform a rapid survey of the City and report the results.

   b. A status check on all emergency forces must be completed.

   c. Emergency personnel must be prepared to conduct the above communications on a unit to unit basis (relay if

needed) because communications equipment may be inoperable.

d. Once an overall picture of the area and extent of damage emerges, resources can be deployed where they are most needed. Emergency units must avoid free-lance responding and stopping at the first emergency encountered. A quick triage must occur to effectively direct response forces.

e. The results of the rapid survey will indicate the need for implementing the EOP and EOC. If needed, the quicker this is accomplished, the better the emergency response outcome will be.

B. Organization. See Annex A - Direction and Control.

C. Tasks.

1. Mayor. See Basic Plan and Annex A - Direction and Control.

2. City Manager. See Basic Plan and Annex A - Direction and Control.

3. Emergency Management Director. See Basic Plan and Annex A - Direction and Control.

4. EOC Staff

a. See Annex A - Direction and Control.

b. Obtain the following information from the Maricopa County EOC:

(1) Seismographic data about earthquake epicenter and intensity.

(2) Electrical outages and anticipated restoration times.

5. Police Department

a. See Basic Plan.

b. Establish an on-scene command post if the damage is sufficiently local in nature. If damage is widespread, establish a mobile command post to coordinate field inputs to the City EOC.

c. Perform rapid survey of damage areas.

d. Warn citizens to leave buildings considered to be unsafe for further occupancy.

6. Fire Department

a. See Basic Plan.

b. Assist Police Department in establishing an on-scene or mobile command post.

c. Evacuate citizens on life support systems if they live in an area that has experienced a power failure.

7. Utilities and Field Operations Departments

a. See Basic Plan.

b. Survey damage to buildings, roads, utilities, and other facilities and report that information to the EOC.

c. Designate areas to be used for debris and waste disposal.

d. Establish priorities for the repair of public utilities and facilities.

D. Support. See Basic Plan.

IV. DIRECTION AND CONTROL. See Annex A - Direction and Control.

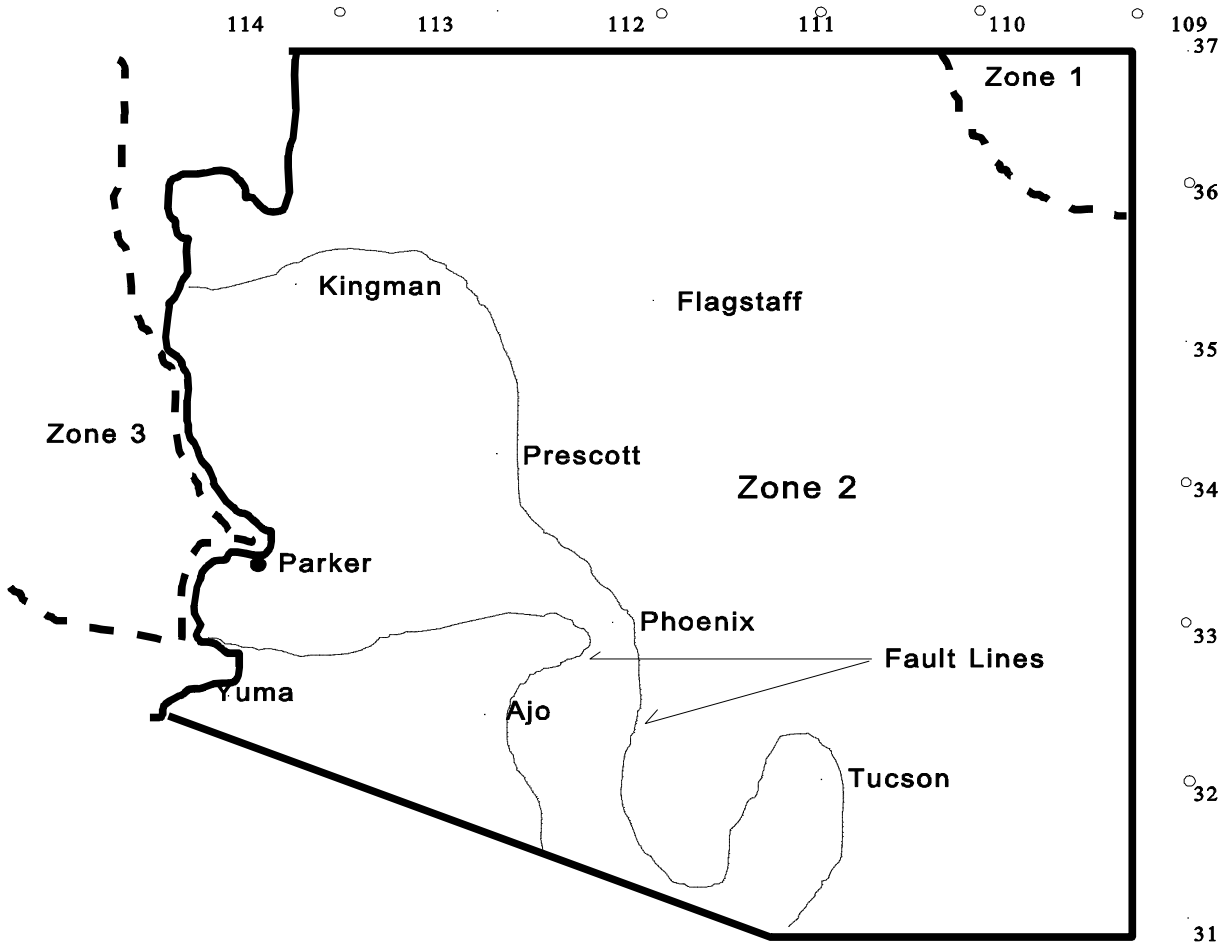
V. ADMINISTRATION AND LOGISTICS. See Basic Plan and Annex A – Direction and Control**.**

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX C - EARTHQUAKES

APPENDIX 1 - SEISMIC ZONE MAP OF ARIZONA



ZONE 1	Minor damage; distant earthquakes may cause damage to structures with fundamental periods greater than 1.0 second; corresponds to intensities V and VI of the M.M.* Scale.
ZONE 2	Moderate damage; corresponds to intensity VII of the M.M.* Scale.
ZONE 3	Major damage; corresponds to intensity VIII of the M.M.* Scale.
ZONE 4	Those areas within Zone No. 3 determined by the proximity to certain major fault systems.

- Modified Mercalli Intensity Scale of 1931

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX D – HAZARDOUS MATERIALS

I. SITUATION

A. Situation

1. Incidents involving hazardous materials (HAZMAT) can occur without warning at fixed facilities or along transportation routes. They result in dangerous conditions requiring immediate corrective action by emergency response personnel to protect themselves, accident victims and citizens.

2. Public Law 99-499, the Superfund Amendments and Reauthorization Action of 1986 (SARA), Title III: Emergency Planning and Community Right-To-Know Act was enacted to provide local government the authority to gather information concerning chemical hazards in their community, plan response to incidents involving those hazards, and provide a means for the general public to access information concerning hazardous substances in their community.

3. The Arizona Emergency Response Commission (AERC) enforces the provisions of SARA, Title III and other federal laws and regulations dealing with hazardous materials in the State of Arizona. The administrative offices and staff support of the AERC are located at the Arizona Division of Emergency Management.

4. The Maricopa County Local Emergency Planning Committee (LEPC) is the county's designated lead agency for emergency planning and enforcement of the provision of SARA, Title III and other federal laws and regulation dealing with hazardous materials. The administrative offices and staff support of the Maricopa County Local Emergency Planning Committee (LEPC) are located at the Maricopa County Department of Emergency Management.

5. Facilities which store extremely hazardous substances in excess of the threshold planning quantity are required to report pertinent information about those substances annually to their local fire department, the Maricopa County LEPC and AZERC.

6. Facilities which store hazardous materials not designated as

extremely hazardous substances are required to report pertinent information about those substances annually to their local fire department, the Maricopa County LEPC, and AERC if the quantity stored is 10,000 pounds or more at any given time.

B. Planning Factors

1. The amount of time available to determine the scope and magnitude of the incident will have an effect on the protective actions recommended.

2. Wind speed and direction at the time of the incident will be factors in determining which evacuation routes can be used. Changes in wind velocity may result in changing protective actions decisions.

3. Temperature inversions will increase downwind travel and lateral dispersion of toxic plumes.

4. Hazardous materials may enter and contaminate water supplies and sewage systems, necessitating the shutdown of such facilities until decontamination procedures can be implemented.

II. MISSION

To protect citizens and emergency response personnel from the effects of hazardous materials involved in a transportation, storage, or usage incident and provide expeditious recovery from the incident.

III. EXECUTION

A. Concept of Operations

1. See Basic Plan and Annex A, Direction and Control.

2. The Fire Department will establish an on-scene command post and control operations at the scene of the incident. The Police Department will secure the incident scene within guidelines determined by the Fire Department.

3. The Arizona Radiation Regulatory Agency (ARRA) has the primary responsibility for incidents involving radioactive materials. If the incident involves radioactive materials, a trained Radiological Defense (RADEF) Officer will direct radiological control measures at the scene until ARRA personnel arrive. If a RADEF Officer is unavailable, a trained Radiological Monitor will direct radiological control measures until the arrival of ARRA personnel.

4. The Commander, Luke Air Force Base, has responsibility for incidents involving nuclear weapons. If nuclear weapons are involved, the area will be evacuated to a distance of at least 4000 feet, the Base will be notified, and the site will be secured until military forces arrive to assume that responsibility.

5. The goal of the City's responding forces is to stabilize the incident, leaving clean-up operations to hazardous materials specialists.

B. Organization. See Annex A, Direction and Control.

C. Tasks.

1. Mayor. See Basic Plan.

2. City Manager

a. See Basic Plan and Annex A, Direction and Control.

b. Ensure that all emergency response vehicles have North American Emergency Response Guidebooks.

3. Emergency Staff

a. See Annex A, Direction and Control.

b. If the incident involves radioactive materials

(1) Notify ARRA.

(2) Obtain the assistance of a trained RADEF Officer to direct radiological control measures at the scene until ARRA personnel arrive. Phoenix Fire Department is a possible source of a RADEF Officer.

c. If the incident involves nuclear weapons, notify the Luke Air Force Base Command Post.

d. Coordinate with the Federal Aviation Administration to restrict airspace above the incident, if necessary.

e. If there is a potential mass casualty situation, notify the Phoenix Fire Department and ask them to activate the Maricopa County Medical Alerting System.

4. Police Department

a. See Basic Plan.

b. If first on-scene, secure the affected area, remain upwind, and assume on-site control until arrival of the Fire Department.

c. Establish and cordon off a holding area for suspected contaminated persons and equipment.

d. Clear the scene of all personnel not wearing special protective gear and breathing apparatus, if recommended by the Fire Department.

e. If the incident involves explosives, evacuate the area to a distance of at least 4000 feet.

f. If the incident involves nuclear weapons

(1) Evacuate the area to a distance of at least 4000 feet.

(2) Notify the Emergency Staff.

(3) Notify Luke Air Force Command Post if the City EOC is not activated.

(4) Secure the area until military forces arrive.

g. If the incident involves radioactive materials

(1) Notify the Emergency Staff. If the EOC is not activated, notify ARRA.

(2) Prevent removal of material and persons from the scene until cleared to do so by a RADEF Officer.

5. Fire Department

a. See Basic Plan.

b. Maintain records of facilities in and near the City of Avondale that store reportable quantities of hazardous materials.

c. Perform a vulnerability analysis on the above mentioned facilities to determine their proximity of schools, hospitals, nursing homes, essential governmental services, and other entities that may need special assistance during a HAZMAT incident.

d. Establish an on-scene command post and control

operations at the scene of the HAZMAT incident.

e. Determine the type of hazardous material and request technical assistance as needed.

f. Allow only personnel with special protective gear and breathing apparatus near the incident scene if a health hazard is suspected.

g. Recommend evacuation of the affected area to the Mayor through the Emergency Staff, if conditions warrant. If the EOC is not activated, direct evacuation as appropriate

h. If the incident involves radioactive materials

(1) Segregate clothing and equipment used at or near the scene until they can be monitored for contamination. Place all known contaminated items in plastic bags marked "**Radioactive - - Do Not Discard**," and hold for ARRA.

(2) When removing injured persons from the accident area, do it rapidly and avoid contact whenever possible. Individuals with open wounds should be covered immediately.

(3) Injured persons believed to be contaminated should be wrapped in blankets to stop further contamination of the interior of the ambulance.

(4) Patients believed to be contaminated should be taken to Good Samaritan Regional Medical Center or Banner Estrella Medical Center, if possible. In any event, notify the hospital to which the patients are being evacuated that they may be contaminated by radioactive material.

(5) Dispatch a RADEF Officer or Radiological Monitor to the scene if the EOC is not activated. If the EOC is activated, the Emergency Staff will perform this step.

D. <u>Support</u>

1. See Basic Plan.

2. The Maricopa County Emergency Resources Manual (Part III) has an extensive listing of agencies that can be contacted for technical assistance during a HAZMAT incident.

3. Several neighboring fire departments have specially trained HAZMAT response teams.

IV. DIRECTION AND CONTROL. See Annex A, Direction and Control.

V. ADMINISTRATION AND LOGISTICS. See Basic Plan and Annex A, Direction and Control.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX E – COMMON CARRIER ACCIDENTS

I. SITUATION AND ASSUMPTIONS

A. Common commercial carries, defined as aircraft, trains and buses, transport people and goods above and through the City of Avondale by air, rail, and roads.

B. Regardless of their nature or location, commercial carrier accidents can involve local, state, and federal agencies. Due to this involvement and the immediacy of the control problem, it is imperative that City officials be cognizant of their roles as well as the responsibilities of other concerned agencies.

II. ASSUMPTIONS

A. A common commercial carrier accident will occur in the City of Avondale. The carrier will be an aircraft, train, bus or other commercial vehicle.

B. There will be survivors requiring extrication, on-site treatment and emergency transportation.

C. Secondary effects of fire and disruption of gas, water, and electrical distribution in the immediate vicinity will occur.

D. Hazardous materials may be involved and appropriate HAZMAT response measures will have to be taken.

III. MISSION

To assure an effective and rapid response to a common commercial carrier accident in order to minimize loss of life, expedite recovery efforts, and to provide appropriate control and security to the site and to the residue.

IV. EXECUTION

A. Concept of Operations

1. See Basic Plan and Annex A - Direction and Control.

2. The Fire Department will establish an on-scene command post and assume the primary responsibility for on-site management of

the common commercial carrier accident scene.

3. Mutual aid agreements will be implemented as soon as it is apparent that effective response to the disaster will be beyond the capability of the city resources and/or if the accident site is near or crosses jurisdictional boundaries.

4. If a potential mass casualty situation exists, City officials will notify the Phoenix Fire Department Alarm Room, which will through established procedures, activate the Maricopa County Medical Alerting System to put local area hospitals on alert.

5. Conditions in the affected area may necessitate the shutting down of certain utilities. City officials will coordinate the shutdown and restoration with the utility companies involved.

B. Tasks.

1. Mayor. See Basic Plan and Annex A - Direction and Control.

2. City Manager. See Basic Plan and Annex A - Direction and Control.

3. Emergency Management Director. See Basic Plan and Annex A - Direction and Control.

4. Emergency Staff

a. Police Department

(1) Perform rapid survey of crash scene and damaged areas.

(2) Report findings immediately to the Incident Commander (EOC, if activated) with recommendations regarding mobilization of additional forces.

(3) Assist Fire Department in establishing an on-scene Command Post.

(4) Establish traffic and personnel access control procedures, establish a perimeter, and preserve the accident scene intact (to include all debris

(5) Recall off-duty personnel, as needed.

(6) Ensure that emergency vehicles responding to the

crash site have the best possible ingress and egress routes, which will enable them to reach and depart the scene without unnecessary delay.

(7) Director teams to make a detailed search of the area noting pieces of wreckage, luggage, and other debris. In an aircraft disaster, bodies and parts of bodies will be covered and guarded until the accident investigators authorize removal.

(8) Recommend evacuation of any residents, if required, and establish evacuation assembly areas until congregate care facilities can be arranged.

b. Fire Department

(1) Establish an on-scene Command post in conjunction with the Police Department and assume primary responsibility for on-scene management of the accident site.

(2) Request mutual aid assistance from other Fire Departments, as required.

(3) Recommend evacuation of the disaster area when deemed advisable, in coordination with the Police Department.

(4) Assign search and rescue teams to search for and remove survivors from the accident scene.

(5) Designate open areas close to the scene for first aid stations and medical triage teams.

(6) Recall off-duty personnel, as required.

C. Accident Response. Commercial carrier accidents are categorized below as aircraft, trains, or buses. Additional response procedures used in dealing with each category are addressed.

1. Aircraft Accidents

a. Central Arizona is in a zone of converging commercial, military and general aviation traffic. The City of Avondale does not have an airport, but the proximity of a major air terminal at Sky Harbor International Airport and other airfields nearby at Goodyear, Buckeye, Glendale and the military aircraft associated with Luke Air Force Base could

require an emergency response to an aircraft disaster.

b. The Fire Department will establish an on-scene Command Post in conjunction with the Police Department and assume the primary responsibility for on-site management of air crash incidents. If the crash site is outside the corporate boundaries of Avondale, the County Sheriff's Office will be notified.

c. If the crash site involves a military aircraft, the wreckage site becomes, by Federal law, Federal property until the site is released by the responding military authority. The military on-scene Commander will assume on-scene responsibility.

d. Mutual aid agreements will be implemented as soon as it is apparent that effective response to the disaster will be beyond the capability of the City resources and/or if the crash site is near or crosses jurisdictional boundaries.

e. Support. The Maricopa County Emergency Operations Plan discusses in detail the roles of agencies that support aircraft crash disaster operations. The services of these agencies will be provided automatically when the disaster is reported. The supporting agencies include but are not limited to:

(1) The National Transportation Safety Board (NTSB) investigates all civil aircraft accidents to determine facts, conditions, circumstances, and probable cause of the accident.

(2) The Federal Aviation Administration (FAA) investigates all aircraft accidents to determine if any Federal aviation laws or regulations have been violated.

(3) United States armed forces are responsible for the investigation of accidents involving military aircraft. However, they may request that the NTSB or FAA also conduct an investigation.

(4) The Federal Bureau of Investigation (FBI) provides personnel to assist in identification of the dead.

(5) The Department of Public Safety (DPS) transports triage teams to the crash site by DPS helicopter if appropriate.

(6) The Maricopa County Medical Examiner directs and coordinates the recovery, collection, identification and processing of the dead and their personal effects. The Arizona Funeral Directors Association assists in this effort when requested by the Medical Examiner.

f. Emergency Staff will:

(1) Notify Prescott Flight Service Station (928-788-7810) or backup FAA Operations Center, CA (1-866-432-2622) of the accident. Request Prescott Flight Service Station to establish a temporary flight restriction over the crash site, if required. If a military aircraft is involved, notify Luke AFB (623-856-5800).

(2) If helicopter support is needed, request support from the Department of Public Safety.

(3) Working with the Fire Department establish and provide a transportation sector to supervise regular and improvised ambulances until a medical coordinator is available.

(4) Request assistance from the Medical Examiner if there are fatalities.

(5) As soon as possible, forward the following information to the Maricopa County EOC:

a) The location of accident.

b) The number of injuries and deaths, if known.

c) Whether the aircraft is military or civilian.

d) The type of aircraft (passenger, cargo, helicopter, etc.).

e) The best available ingress and egress routes for emergency vehicles.

f) Any additional assistance required (police, fire, medical, military, etc.).

(6) When the following information becomes available, forward it to the Maricopa County EOC.

a) The aircraft identification numbers.

b) The owner of the involved aircraft.

c) The name and address of the pilot.

d) A description of property damage.

e) The location of known survivors.

f) A brief statement of circumstances surrounding the incident.

g) Whether weapons were aboard if the aircraft was military.

h) Whether U.S. mail was aboard.

2. Train Accidents

a. Two major rail lines of the Union Pacific traverse the City of Avondale. One branch extends north and south west of the City, parallel to Litchfield Road; the other extends from the southwest to the northeast between Lower Buckeye Road and Buckeye Road. It then turns east to parallel State Route 85. Union Pacific uses the lines for goods. It can be assumed that hazardous materials are transported by these rails.

b. Train car initials (for example "UP", "ATF", etc.) plus the car number can be used to identify different types of cargo. DOT tank car specification numbers consist of a class designation followed by identifying letters numbers. The second number, where present, indicates tank test pressure in spin.

c. Tasks

(1) The Fire Department will establish an on-scene command post, if necessary, while the Police Department will provide security.

(2) The Emergency Staff will notify the Union Pacific Yardmaster (602-322-2522) or backup Union Pacific Dispatcher in Denver, Colorado (1-800-892-1283) of an accident. Arizona Corporation Commission (602-252-4449) will be notified of rail accidents.

3. Bus Accidents

a. Buses and coaches traveling within the City of Avondale are subject to motor vehicle accidents. Response procedures to accidents involving large numbers of individuals are the same as regular road accidents, with the exception of increased logistics problems involved with transportation of greater numbers of victims.

b. The Department of Public Safety will be in charge of on-scene operations when the location of the accident is on state highways.

V. DIRECTION AND CONTROL. See Annex A - Direction and Control.

VI. ADMINISTRATION AND LOGISTICS. See Basic Plan and Annex A - Direction and Control.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX F – FIRE AND EXPLOSION

I. SITUATION

A. Fire and explosion emergency measures covered in this annex are those exceeding normal response capabilities, but not as the result of bomb threats or terrorist activity.

B. The Fire Management Office of the Arizona State Land Department makes an annual assessment to determine state wildland fire conditions.

C. Each spring, the Governor of Arizona declares a state of emergency to exist due to hazardous fire conditions throughout the State. This action frees emergency funds for use in suppressing fires when it is determined that state or local government property is involved or that lives and property of a considerable number of citizens are endangered. The determination is made by the Fire Management Office of the State Land Department, which has the authority and funds to arrange for the assistance required.

D. The City of Avondale Fire Department has the responsibility for any wildland or fire suppression activities within its boundaries.

II. MISSION

To provide fire protection support for extraordinary fire and explosion emergencies in the City of Avondale, to include wildland fires affecting or threatening the City.

III. EXECUTION

A. Concept of Operations

1. See Basic Plan and Annex A, Direction and Control.

2. The Fire Department will establish an on-scene Command Post and will assume responsibility for on-site management. The Police Department will provide control and security of the affected area.

3. Wildland fires on state and county land that threaten the City of

Avondale should be reported to the:

a. Fire Management Office of the State Land Department.

b. Fire Department.

4. The Avondale Fire Department may suppress fires on state or county land when authorized by the Fire Management Office of the State Land Department.

B. Organization. See Annex A, Direction and Control.

C. Tasks

1. Mayor. See Basic Plan.

2. City Manager. See Basic Plan and Annex A, Direction and Control.

3. Emergency Staff. See Annex A, Direction and Control.

4. Police Department

a. See Basic Plan.

b. Assist the Fire Department in establishing an on-scene Command Post.

c. Prevent looting of damaged and evacuated areas.

d. Alert the citizens of areas that are likely to be affected.

e. Assist the Fire Department in evacuation of affected area.

5. Fire Department

a. See Basic Plan.

b. Establish an on-scene Command Post and assume primary responsibility for on-scene management of the emergency.

c. Request mutual aid assistance from other fire departments, as required.

d. For fires on state or county land adjoining the City of Avondale, request assistance from the Fire Management Office of the State Land Department.

6. Engineering Department

a. See Basic Plan.

b. Determine the structural integrity of buildings damaged by the fire or explosion.

D. Support. See Basic Plan.

IV. DIRECTION AND CONTROL. See Annex A, Direction and Control.

V. ADMINISTRATION AND LOGISTICS. See Basic Plan and Annex A, Direction and Control.

AVONDALE, ARIZONA

EMERGENCY RESPONSE PLAN

ANNEX G – ELECTRICAL POWER DISRUPTIONS

I. SITUATION AND ASSUMPTIONS

A. Situation

1. The City has two primary providers of commercial electrical power – the Arizona Public Service Company (APS) and the Salt River Project (SRP).

2. Because the major electric utilities in the western states are interconnected through an extensive grid system operated by the Western States Coordinating Council (WSCC), the failure of a major transmission line in a location well outside the state could result in large-scale power outages in Avondale. A lack of adequate generation and transmission capabilities in certain areas might also cause shortages. While this interconnectivity increases the number of ways in which a power failure could occur, it also increases the options available for the restoration of power.

3. Local thunderstorms, particularly during the summer monsoon season, are capable of producing widespread power failures in the Avondale area. Excessive summer heat can have a significant effect on electrical demands in Avondale and the surrounding area.

4. Energy emergencies have been categorized by the electric utilities that are members of WSCC, including those in Arizona, into three alert levels:

   a. Alert 1 means all available resources are in use. The utility has no reserves beyond the minimum requirement, and there is a concern that it may not be able to sustain its required operating reserves. All non-firm wholesale energy sales are curtailed.

   b. Alert 2 means load management procedures are in effect. At this point, the utility makes appeals to the public to reduce energy use, initiates voltage reductions on the system, and curtails interruptible loads through a voluntary curtailment program.

c. Alert 3 means a firm load interruption is imminent or in progress.

5. When a firm load interruption is required (Alert 3), APS and SRP will both employ the use of involuntary curtailments in the form of "rolling blackouts" rather than taking the risk of further degradation of the electric utility grid. When rolling blackouts occur, service will be cut off to circuits servicing one or more predetermined areas, each of which contains approximately 750 homes or their equivalent. These outages will generally last approximately twenty minutes to one hour for each circuit disconnected. As service is restored to areas that just experienced the blackout, it is then interrupted to another set of areas. This process repeats itself until power demands fall to the point at which power can be restored throughout the utility's service area. The utilities have identified critical infrastructure such as hospitals, water treatment plants and 911 dispatch centers. The circuits servicing these facilities will not be taken off line during the rolling blackouts.

6. There is a concern as to the reliability of electric power to the Valley during the summer of 2001 and beyond. Due to limited additions to power generation or transmission capability over the past 10 years, power availability is not guaranteed. The times of greatest exposure are summer weekday afternoons. Wildland fires affecting transmission lines serving the Valley from the north could aggravate the situation.

B. Assumptions

1. If a power outage is large enough to warrant opening the Avondale EOC but not large enough to affect other cities and towns, the electrical provider will send a representative to the Avondale EOC. The representative will keep the City up to date on power restoration efforts through contact with the utility's EOC.

2. If a power outage is large enough to affect multiple jurisdictions, the electrical provider will send a representative to the county or state EOC, and the City EOC will receive updates from the county or state EOC.

3. Traffic management plans will need to be developed for intersections with stoplights in affected areas.

4. Because some telephone systems rely on electric power, access to the 911 system may be limited in affected areas.

5. Locally owned water companies that rely on wells may be unable to deliver potable water.

6. Water treatment facilities may be unable to operate at full capacity, or perhaps even operate at all.

II. MISSION

To assist the residents of Avondale in the recovery from outages and shortfalls associated with electrical power failures or rotating power outages.

III. EXECUTION

A. Concept of Operations

1. As a general rule, the City EOC will not be activated when rolling blackouts occur. However, the Utilities Department will coordinate closely with the electrical utility and the Maricopa County EOC to ensure that the areas affected by blackouts are notified as far in advance as possible.

2. If a blackout is expected to last for an extended period of time and affect a major portion of the city, the City EOC will be activated. The involved utility will be asked to send a representative to the City EOC, unless it has a representative in the state or county EOC.

3. The Public Information Office will issue news releases and work with the City Clerk's office to establish a citizens' information hotline to inform the public of services available and, to the extend possible, the status of power restoration efforts.

4. If an extended power outage occurs during a summer heat wave, a life-threatening situation can occur for a large segment of the population, particularly the elderly.

5. APS and SRP both have programs that identify persons who rely on electrically operated medical systems in their homes, and these persons have been advised to procure battery-powered backups to meet their needs during the short power outages associated with rolling blackouts. In the event of unanticipated power failures of an extended nature, however, these people will need to be moved to a temporary shelter where their medical needs can be met until power is restored to their homes.

B. Tasks

1. The Mayor will declare a local emergency if deemed necessary.

2. The City Manager will:

a. Because of the possibility of a technological crisis caused by power interruptions to computer systems in City offices, the Information and Technology representatives should be requested for both the operations and the plans sections of the EOC.

3. The Police Department will:

a. Be prepared to perform traffic management at controlled intersections in affected areas, particularly those areas controlled by stoplights.

b. Increase patrols in affected areas for crime prevention and to ensure 911 access for residents whose telephone fail as a result of the power outage.

4. The Field Operations Department will assist utilities in delivering fuel to facilities with emergency generators.

C. Support

1. When extended power outages occur in APS service areas, the company in the past has procured dry ice for distribution to its customers who are without power. It will make public service announcements to inform the public of distribution points.

2. The Maricopa County Environmental Services Department will provide support in the following areas:

a. Checking regulated facilities such as restaurants and grocery stores for evidence of food spoilage.

b. Monitoring cooling centers for proper sanitation and food handling procedures.

c. Increasing air quality monitoring to determine whether the use of generators has increased pollution levels, and issuing public warnings if necessary.

d. Providing general sanitation advice to the public.

e. Assist City utilities staff in monitoring sewage treatment facilities and monitoring drinking water supplies.

3. The Maricopa County Public Health Department will assist in the following areas:

a. Monitoring for disease outbreaks and other health-related problems in areas that have experienced extended periods

without refrigeration or potential interruption of sanitation services.

b. Monitoring for increased morbidity and mortality.

4. The Red Cross and the Salvation Army may assist in establishing shelters outside the power outage area or in buildings within the power outage area that are powered by generators.

IV. DIRECTION AND CONTROL. See Annex A, Direction and Control.

V. ADMINISTRATION AND LOGISTICS. Accurate, detailed record keeping must be instituted and maintained throughout the incident to support future requests for reimbursement and to provide information to the City Attorney's Office for defense of city personnel and agencies in the event of litigation against the City.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX H – AIR QUALITY EMERGENCIES

I. SITUATION

A. The Phoenix metropolitan area, including Avondale, has been designated by the U. S. Environmental Protection Agency (EPA) as a serious nonattainment area for carbon monoxide (CO), ozone, and particulate matter. CO levels are most likely to reach an unhealthful level in the metropolitan area on calm days during the winter when a temperature inversion traps cold air and pollutants near the surface.

B. The Maricopa County Environmental Services Department and the Arizona Department of Environmental Quality (ADEQ) monitor all three pollutants on a daily basis. During the CO season, they make daily forecasts of the CO levels for the coming evening and the next day.

C. Under certain circumstances, the governor may declare an air quality emergency. Arizona Revised Statutes (ARS) section 49-465(B) states: "If the Governor declares that an emergency exists…, the Governor shall prohibit, restrict or condition the employment schedules for employees of this state and its political subdivisions, and on a voluntary basis only, may encourage private employers to develop similar work rules to restrict vehicle emissions during air quality emergencies. **Any unscheduled leave that an employee of this state and its political subdivisions is required to take because of this prohibition shall be leave with pay.**

II. MISSION

To reduce air pollution generated by the emissions of employee vehicles during air quality emergencies.

III. EXECUTION

A. Concept of Operations

1. A Stage 1 High Air Pollution Advisory will be issued by the Maricopa County Environmental Services Department when air pollution in the metropolitan area is forecast to reach a predetermined level. Under a Stage 1 Advisory, the public is encouraged to voluntarily eliminate activities that increase air pollution and a mandatory wood burning restriction goes into

effect. The City requires no action. The Avondale City Manager's Office is responsible for disseminating Stage 1 Advisory information to all City departments and to notify the Mayor that a Stage 1 Advisory has been issued.

2. A Stage 2 High Air Pollution Advisory will be issued by ADEQ when air pollution in the metropolitan area is forecast to reach a predetermined level that is higher than the level that triggers a State 1 Advisory. In addition to the steps accomplished under a Stage 1 Advisory, the governor may declare an air quality emergency and invoke a plan to release certain state and local government employees earlier in the day to reduce the level of air pollution generated during the evening rush hour.

3. When ADEQ issues a Stage 2 High Air Pollution Advisory, the ADEQ director will notify the governor. The governor will then decide whether or not to declare an air quality emergency.

4. If the governor declares an air quality emergency, the Arizona Division of Emergency Management will notify Maricopa County Emergency Management. The Maricopa County Emergency Management will then notify each of the communities in the non-attainment area of the governor's order.

5. The City Emergency Management Director will receive the City's notification of the air quality emergency from Maricopa County Emergency Management. The Emergency Management Director will notify the City Manager's Office to implement the provisions of the plan.

6. Each department director will be notified and requested to implement their department air quality emergency plans. These pre-determined plans designate "non-critical" employees defined by City leaders who should be released from work early.

7. As a general guideline, employees who are not responsible for protecting the health and safety of the public are required to be sent home early when an air quality emergency is declared. Department directors will notify affected employees and direct that they leave for home at staggered times.

8. Employees who leave early will be directed to drive directly home (unless they must pick up children from day care or make stops for their carpools) and then remain at home. In addition, they will be asked, to the extent possible, to take work home with them to be completed during the remaining work hours.

9. To help prevent the possibility of another air quality emergency

the following day, affected employees will be asked to car pool or ride the bus to work, if possible.

B. Organization. The Emergency Operations Center will not normally be activated to accomplish implementation of this annex.

C. Tasks

1. Emergency Services Director.

a. Receive notification of the air quality emergency from the Maricopa County Department of Emergency Management. Attempt to get a faxed copy of the ADEQ press releases and the Governor's emergency declaration from MCDEM to back up the telephonic notification.

b. Notify the City Manager.

2. City Manager

a. Assist in notifying all departments of the air quality emergency and help departments implement their specific air quality plans designating "non-critical" employees as defined by City leaders who may leave work early.

b. Assist the Mayor's Offices in handling any media inquires.

3. Department Directors.

a. Maintain a listing of all departmental personnel who are subject to the provisions of the Governor's order.

b. Notify affected employees of the air quality emergency and ensure that they leave from home on a staggered schedule, not earlier than 2:00 P.M.

c. Determine which employees, if any, should remain at home the following day.

d. Reduce the number of outside meetings by using phone conference calls.

e. Employees dismissed early need to submit leave slips for the time off so the program effect can be monitored.

IV. DIRECTION AND CONTROL. Not applicable.

V. ADMINISTRATION AND LOGISTICS. Not applicable**.**

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX I – HEAT WAVE EMERGENCIES

I. SITUATION

A. Periods of prolonged excessive heat can result in life-threatening situations for a large segment of the population, particularly among the elderly persons who do not have access to air-conditioning. Documented cases of fatality counts over 100 have occurred in other cities during the past few years as a result of prolonged heat waves.

B. By recognizing a heat wave in its developmental stages, the City can take actions that will enable its citizens to avoid life-threatening conditioning.

C. Violent summer thunderstorms can be particularly serious. In addition to increasing the humidity, they can produce power outages, which deprive large segments of the population of access to air-conditioning in their homes.

II. MISSION

To establish a program that will both educate the population about how to cope with a heat wave and, when necessary, provide protection from its effects to vulnerable segments of the population.

III. EXECUTION

A. Concept of Operations. The provisions of this annex may be put into effect whenever any of the following conditions occur:

1. The temperature reaches 120 degrees and the daily high temperature is forecast to stay at or above that level for the next 3 to 5 days.

2. The National Weather Service issues a heat wave warning for the Phoenix metropolitan area, including the Avondale area.

3. Four or more heat-related deaths or life threatening medical emergencies are reported in the Phoenix metropolitan area within a 24-hour period.

B. Organization. Under most circumstances, the EOC will not be activated to implement the provision of this annex.

C. Tasks

1. The City Manager or designee will declare a local emergency, if necessary.

2. The Emergency Management Director will ensure that the provisions of this annex are implemented.

3. The Public Information Office will issue press releases giving the public guidance about how to deal with the heat wave emergency. Press releases should emphasize what portion of the population is at risk the most, how to recognize and prevent heat stroke, the importance of getting at least two to four hours a day of cooling, where cooling is available and where to call for assistance.

4. The City with assistance of the Public Affairs Department and Social Services Department will operate a Citizen Information Hotline, providing the location of designated cooling centers, hours of operation and methods of transportation. Additionally, hotline operators will work with other City departments to arrange transportation for citizens who cannot transport themselves to or from the cooling centers.

5. The Social Services Department will identify centers to be opened and staffed a minimum of 12 hours a day when the heat wave emergency is initially enacted. On a case-by-case basis, centers may be returned to regular hours prior to the termination of the emergency if demand does not warrant the extended hours.

6. Other Departments

   a. Post heat tips for staff.

   b. Encourage field staff to monitor conditions of citizens most likely to suffer during prolonged heat wave (elderly, homebound).

D. Support

1. The National Weather Service will issue a high heat advisory when the temperature is forecast to be excessive but not life threatening. When heat conditions are forecast to be life threatening, they will issue a high heat warning. There is no set of criteria that differentiates between a high heat advisory and a high heat warning; the forecaster uses their judgment in making this determination.

2. When requested the Grand Canyon Chapter of the American Red Cross and the Salvation Army may open one or more shelters to serve as cooling sites augmenting those set up by the City.

3. When requested the Grand Canyon Chapter of the American Red Cross and the Salvation Army may assist in opening one or more shelters to serve as cooling sites augmenting those set up by the City.

IV. DIRECTION AND CONTROL. Not Applicable.

V. ADMINISTRATION AND LOGISTICS. Not Applicable.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX J – EMERGENCY WATER CONDITIONS

I. SITUATION

A. See Basic Plan.

B. The availability of water in the deserts of Arizona is and will continue to be of great importance to the people that live there.

C. The City of Avondale may be subjected to Emergency Water Resource Condition (EWRC) in the future, which will require actions to be taken to mitigate the effects of drought on the residents.

II. MISSION

Provide the residents of the City of Avondale with a concept of operations for the management of response to an EWRC.

III. EXECUTION

A. Concept of Operations

1. See Basic Plan and Annex A, Direction and Control, and City Drought Ordinance 24-174.

2. A EWRC is classified into four stages:

a. Stage 1, Water Alert. When an insufficient supply appears likely due to water system limitations or structural failure; or, when a catastrophic incident threatens the existing water supply or water delivery system. Such a shortage may be system-wide or confined to a segment or portion of the service areas. The water alert triggers an intensive public education and information program to assist all customers impacted by the shortage to help them understand the state of the water shortage condition and the need for voluntary action.

b. Stage 2, Water Warning. A Stage 2 Water Alert is caused by an insufficient supply situation that occurs due to water system limitation or structural failure, or when a catastrophic incident limits the existing water supply or

water delivery system. Again, the declaration may designate the entire water service area served by the City of Avondale, or a portion or portions of the service area affected.

c. Stage 3, Water Emergency. Stage 3 is triggered when a supply insufficiency due to system limitation or structural failure has occurred, and stage two water use reduction measures, water withdrawals from City wells, and other feasible water supply augmentation measures will be insufficient to meet water demands in the service area without further restrictions.

d. Stage 4, Water Crisis. Stage four water crises occurs when stage three emergency supply and use reduction programs are insufficient to meet water demand.

3. Mitigation action to be taken at the different stages.

24-174 Drought Stage Declaration; Temporary Drought Billing Surcharge

1. Drought stage I: The City Council is hereby authorized to declare drought stages by resolution.

2. Drought stage II: The City Council may establish, by resolution, a temporary drought billing surcharge.

3. During any drought stage declaration, the City Council may apply, by resolution, less stringent water use restrictions than prescribed by this article or as may be necessary to achieve a desired reduction in water use.

4. Following the declaration of a drought stage by the City Council, the City shall publish notice thereof for a minimum of three (3) consecutive days in the official newspaper(s) of the City.

5. Declaration of any drought stage will trigger an intensive public education and information campaign by the city to assist all customers impacted by the drought stage with the understanding the drought stage and the application of voluntary and mandatory water use restrictions.

6. During all drought stages, the City Manager shall monitor the City's use of water to ensure compliance with the requirements of each drought stage and maintain reports of the City's use during each drought stage. (Ord. No. 1040-04, 2, 8-16-04)

WATER USER	ELEMENTS OF STAGE 1, WATER ALERT ACTIONS
Essential Users:	Fire fighting and medical uses – no restrictions. Hydrant flushing to a water truck for reuse.
Water Department:	Mandatory system conservation.
City Departments:	Mandatory implementation of individual department drought response plans for percent reduction in water use.
Residential:	Voluntary reduction of use by compliance with schedule designated by the Water Department; intensified plumbing retrofit; and other reductions generated through education and awareness.
Commercial:	Voluntary reduction of use by compliance with designated irrigation schedule, retrofit, employee awareness and water use planning.
Industrial:	Voluntary reduction of use by compliance with designated irrigation schedule, retrofit, employee awareness, and water use planning.
Landscape Irrigation	Voluntary reduction of use by compliance with
Existing Installations:	designated irrigation schedule, retrofit, employee awareness, and water use planning.
Landscape Irrigation	Voluntary installation of low water use plant materials
New Installations:	and drip irrigation systems. Avoid all water waste.
Swimming Pools	Voluntary compliance. Filling permitted for new and existing facilities. Backwashing permitted onto landscaping or into sewer clean-out valve. Draining only permitted into water truck for useful disposal. Makeup water permitted for existing facilities. Avoid all water waste.
Aesthetics (Fountains,	Voluntary compliance to turn off, drain and not refill
Water Features):	existing features. No new fountains or features will be approved which are exterior to the site. Water features using treated wastewater or reuse water are

	exempt, but must be clearly posted as such. Avoid all water waste.
Other Outdoor Uses:	Allowing water to run-off into a street, alley, right-of-way, gutter or drain, or failure to repair a controllable leak is prohibited. These are perception issues. These actions are defined as "waste." Hoses should not be used to clean hard surfaced areas except to alleviate health or fire hazards. Hoses used for washing vehicles of any kind, or any other uses, must have positive shut off valves.
Vegetable Gardens:	Voluntarily limit irrigation to evening hours.
Construction:	Construction meters and hydrant meters will continue to be issued, but may be subject to some limitations on time of day use for backfill and dust control should be limited.
Plant Nurseries:	Commercial plant nurseries and similarly situated establishments are exempt from designated irrigation restrictions, but are expected to voluntarily curtail all nonessential water use. Nurseries will be asked to feature and promote low water use plants.
Flood Irrigation:	Water waste is prohibited. Voluntary compliance to a re-evaluation of the water requirement is encouraged.

WATER USER	**ELEMENTS OF STAGE 2, WATER WARNING ACTIONS**
Essential Users	Same as Stage One.
Water Department	Same as Stage One, plus maximization of available groundwater and other emergency supplies. Intensive public education programs. A surcharge may be imposed on all water use, or on only certain uses of water. Expansion of leak detection and repair program and mandatory operational conservation by department personnel.
City Departments:	Stage Two implementation of department-specific drought plan that results in mandatory ten percent water use reduction.

Residential:	Voluntary reduction of water use with a goal of ten percent reduction. Voluntary outdoor water use restriction including every third day watering. Residential plumbing retrofit program may begin distribution of replacement low-consumption toilets to replace older models.
Commercial:	Voluntary site-specific reduction of ten percent includes reduction achieved in voluntary outdoor water use restrictions, every third day watering, and plumbing retrofit. Restaurants are asked to serve water to customers only on request and to display table tents or public notice.
Industrial:	Motivate voluntary reduction of use by ten percent. Include reduction achieved in voluntary outdoor water use restrictions, every third day watering and plumbing retrofit. Cooling tower blow-down water should be reused to the greatest extent possible.
Landscape Irrigation Existing Installation:	Same as Stage One.
Landscape Irrigation New Installation:	Same as Stage One.
Swimming Pools:	Same as Stage One.
Aesthetics (Fountains, Water Features):	Mandatory turn off and no refill to existing fountains or features that are exterior to the site.
Other Outdoor Uses:	Waste prohibited. Washing of hard surfaces are prohibited except for washing to alleviate health or fire hazards. Washing personal and commercial vehicles is limited to assigned irrigation day with hand-held hose with a positive shut-off valve, bucket or commercial washers. Police are asked to step up enforcement of existing Water in Streets ordinance.
Vegetable Gardens:	Same as Stage One.
Construction:	Same as Stage One.
Plant Nurseries:	Same as Stage One.
Flood irrigation:	Same as Stage One.
WATER USER	**ELEMENTS OF STAGE 3, WATER EMERGENCY**
Essential Users:	Same as Stage One.
Water Department:	Same as Stage Two: Water Warning implementation, plus increased surcharges to meet escalated drought

	expenses and to motivate increased conservation. Surcharges may be uniform or selective in nature, in keeping with the drought ordinance.
City Departments:	Mandatory ten percent decrease in water consumption.
Residential:	Mandatory restriction on lawn and garden watering. Limit watering to the hours of 8:00 pm and 6:00 am, every third day. Increased emphasis on retrofit of all plumbing fixtures, and voluntary changes in water use behavior.
Commercial:	Mandatory restriction of outdoor water use. Mandatory re-evaluation of all water use processes to gain maximum resource efficiency. Continue employee awareness. May ask for voluntary shut down of some operations. Restaurants are required to withhold water service to tables, except upon request from diners.
Industrial:	Mandatory restriction of outdoor water use, as in residential and commercial. Mandatory re-evaluation of all water use processes to gain maximum resource efficiency. Continue employee awareness. May ask for voluntary shut down of some operations.
Landscape Irrigation:	Mandatory restriction on lawn watering, appropriate hours and frequency of watering would be established by the Water Department. New installation would be discouraged during drought.
Swimming Pools:	Filling of any new or existing pool or addition of make-up water would be prohibited unless a pool cover is in place, or installed, to retard evaporation. Draining would be made to landscaping, to the sewer clean-out valve or a water truck for useful disposal.
Aesthetics (Fountains, Water Features):	Draining and refilling of water features, regardless of water. source or location would be prohibited, except by permit, and except those using treated wastewater or non-potable water, and such use is posted. (Permitted features would be regulatory holding areas principally used for large turf irrigation.)
Other Outdoor Uses:	Same as Stage Two. Personal and commercial vehicles would only be washed at a commercial facility. All water waste would be avoided.
Vegetable Gardens:	Same as Stage Two.

Construction:	A water service connection for new construction would be approved only if ultra-low flow fixtures and appliances are issued for indoor plumbing, which are significantly more restrictive than current plumbing code. Landscape must be low water use plant materials, and have a secondary water supply, such as reuse water or gray water. Construction water for consolidation of backfill, dust control, or other uses would be reviewed by Water Services Department on an individual basis. New fire hydrant use for construction water would be prohibited. Existing permitees shall be subject to random audit and time of day restriction. Violations of restrictions shall result in loss of permit and possible fines.
Plant Nurseries:	Same as Stage Two.
Flood Irrigation	Same as Stage Two.

WATER USER	**ELEMENTS OF STAGE 4, WATER CRISIS ACTIONS**
Essential Users	Same as Stage One. Users subject to review, re-evaluation of criticality.
Water Department:	Implementation of all measures, plus increased surcharges to meet escalating drought expenses and to police increased restrictions. Surcharges may be uniform or selective in nature, in keep with the drought ordinance.
City Departments:	Mandatory 20 percent decrease in water consumption. Departments subject to water use auditing; loss of connection for violations.
Residential:	Mandatory restriction on lawn and garden watering. Limit watering to the hours of 8:00 pm and 6:00 am, every third day. Water waste subject to fines and/or delivery restriction of disconnection.
Commercial:	Mandatory restriction of outdoor water use. May ask for voluntary shut down of some operations. May require and enforce shutdowns or limit hours of use.
Industrial:	Mandatory restriction of outdoor water use, as in residential and commercial. Mandatory re-evaluation of all water use processes and/or exemptions to gain maximum resource efficiency. May ask for voluntary shut down of some operations. May require and enforce shutdowns or limit hours of use.

Landscape Irrigation:	Mandatory restriction on lawn watering, appropriate hours and frequency of watering would be established by the Water Department. New landscaping installation would be banned.
Swimming Pools:	Filling of any new or existing pool would be prohibited. Addition of make-up water would be prohibited. Draining must be made to landscaping, or a water truck for useful disposal.
Aesthetics (Fountains)	Same as Stage three
Other Outdoor Uses:	Same as Stage two.
Vegetable Gardens:	Same as Stage two.
Construction:	A water service connection for new construction would not be approved. Only reuse water or gray water could be used. Signs relating source of water must be strategically placed to gain maximum public exposure. Fire hydrant use for construction water would be prohibited.
Plant Nurseries:	Same as Stage Two.
Flood Irrigation:	Same as Stage Two.

B. Organization. See Annex A, Direction and Control.

C. Tasks

1. Mayor. See Basic Plan.

2. City Manager. See Basic Plan.

3. Emergency Management Director. See Basic Plan and Annex A, Direction and Control.

4. Emergency Staff. See Annex A, Direction and Control.

5. Avondale Police

   a. See Basic Plan.

   b. Provide security of water treatment facilities at direction of City of Avondale.

   c. During patrol activities locate and report violations of water use to City of Avondale.

D. Support. See Basic Plan.

IV. DIRECTION AND CONTROL. See Annex A, Direction and Control.

V. ADMINISTRATION AND LOGISTICS. See Basic Plan and Annex A, Direction and Control.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX K – CIVIL DISTURBANCES

I. SITUATION

A. Civil disturbances are those organized or spontaneous group activities, which disrupt the peace and threaten life, health, property or legally constituted authority.

B. Civil disturbances have occurred in nearby communities and may occur in the City of Avondale with little or no warning.

C. Civil disturbances may be accompanied by other criminal activities such as vandalism, arson, looting, sabotage, sniping, or bomb threats.

II. MISSION

To restore law and order and to protect life and property in the event of a civil disturbance.

III. EXECUTION

A. Concept of Operations

1. This annex assumes a wide spectrum of civil disorder situations and recognizes that response will vary accordingly.

2. The City of Avondale, through its Police Department is responsible for preserving the peace, suppressing civil disorder, and performing the law enforcement functions of the City.

B. Organization. See Annex A - Direction and Control.

C. Tasks

1. Mayor

a. See Basic Plan.

b. Establish policy and issue emergency legislation and declaration in coordination with the City Council.

c. Represent the City when negotiations take place with leaders of the civil disturbance.

2. City Manager. See Basic Plan.

3. Emergency Management Director. See Basic Plan and Annex A - Direction and Control.

4. EOC Staff. See Annex A - Direction and Control

5. Police Department

   a. See Basic Plan.

   b. Identify and maintain a list of critical facilities that may be vulnerable to civil disturbances.

   c. Establish an on-scene Command Post and assume primary responsibility for on-scene management of the emergency.

   d. Warn the public of any potentially dangerous situations.

   e. Provide security of critical facilities as the situation warrants.

   f. Establish holding areas for processing of violators.

   g. Establish liaison with other law enforcement agencies if mutual aid assistance becomes necessary.

6. Fire Department

   a. See Basic Plan.

   b. Assist the Police Department in establishing an on-scene Command Post.

   c. Receive clearance from the EOC before allowing forces to enter the affected area.

7. Utilities Department

   a. See Basic Plan.

   b. Provide water/toilet services.

   c. Assist Police and Fire Department, as needed.

D. Support. See Basic Plan.

IV. DIRECTION AND CONTROL. See Annex A - Direction and Control.

V. ADMINISTRATION AND LOGISTICS. See Basic Plan and Annex A - Direction and Control.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX L – PALO VERDE NUCLEAR GENERATING STATION (PVNGS)

I. SITUATION AND ASSUMPTIONS

A. Situation

1. The Palo Verde Nuclear Generating Station (PVNGS) is the largest facility designed for the peaceful use of nuclear power in the United States and is licensed and inspected by the Nuclear Regulatory Commission (NRC). Planning guidance and acceptance criteria for NRC licensees require the State and local governments to develop radiological emergency plans and emergency preparedness procedures. These plans and procedures are outlined in Nuclear Regulation 0654 (NUREG-0654) and Federal Emergency Management Agency Radiological Emergency Preparedness 1 (FEMA REP 1).

2. PVNGS is a standardized triple-unit commercial nuclear power facility consisting of three identical pressurized water reactors and turbine generators. The plant is located 55 miles west of downtown Phoenix near the community of Wintersburg and less than 30 miles from the western boundary of the City of Avondale.

3. A joint State/County plan has been developed to respond to an emergency or incident at PVNGS. The Governor of the State of Arizona is responsible for State government operations and receives advice and assistance concerning emergency planning and operational matters from the Director, Arizona Division of Emergency Management. The Chairman of the Maricopa County Board of Supervisors has final responsibility for decisions making at the County level and the Maricopa County Department of Emergency Management (MCDEM) is responsible for the accomplishment of emergency response tasks. Planning and coordination of emergency response tasks, as well as operational activities, are accomplished, by direction, through the County staff at the MCDEM Emergency Operations Center (EOC).

4. The MCDEM Duty Officer receives notification of an accident or emergency at PVNGS through the Notification Alert Network (NAN). The Pyramid recall notification list is then initiated and the EOC is activated. Representatives from the Maricopa County Department of Emergency Management, Sheriff's Office, Department of Transportation, Environmental Services and the American Red Cross respond to staff the EOC. Other County Departments, such as the Flood Control District, are recalled as needed. The State Emergency Operations Center is also activated simultaneously.

5. Planning standards outlined in NUREG-0654/FEMA REP 1 establish a 10-mile plume exposure pathway emergency-planning zone, commonly referred to as the EPZ, around the plant. The planning basis for the size of the EPZ is determined on the protective action guide (PAG), defined as the projected absorbed dose to individuals in the general population that warrants protective actions. The EPZ size is established based on four criteria. The first criterion is based primarily on the projected doses from traditional designed basis accidents that would not exceed PAG levels outside the 10-mile zone. Second, size is based on the projected doses from most core melt sequences that would not exceed the PAG outside the zone. Thirdly, size is determined on the worse case core meltdown, in which immediate life-threatening doses would generally not occur outside the zone. The final criterion is based on the concept that detailed planning within 10 mile would provide a substantial base for expansion of response efforts in the event that this proves necessary within the EPZ, shelter and/or evacuation are the principle immediate protective actions to be taken for the general public, and reception an care centers are pre-established to shelter displaced individuals.

6. NUREG-0654 also established an ingestion exposure pathway emergency-planning zone, commonly referred to as the IPZ, as a defined area of 50 miles radius from the facility within which food or potable water may become contaminated as a result of a release of radioactive materials. The size of IPZ is determined based on four criteria. The first criterion was selected based on the downwind range within which contamination will generally not exceed the PAG because of wind shifts during the release and travel time. The second criterion is based on the concept that there may be a conversion of atmospheric iodine to chemical forms, which do not readily enter the ingestion pathway. Thirdly, it is believed much of any particulate material in a radioactive plume would have been deposited on the ground within 50 miles of the plant. Finally, the size of the IPZ is based on the concept that the likelihood of exceeding ingestion pathway protective action guide levels at 50 miles is comparable to the likelihood of exceeding plume exposure pathway protective action guide levels at 10 miles. The principle protective actions to be taken generally concern agricultural products and may include impounding of foodstuffs, removal of surface soil contamination, ensuring contaminated products do not enter the market place, and ensuring that animals do not graze on the open range within contaminated areas.

7. Four emergency classifications are used to notify Federal, State and County officials and response organizations of an accident at PVNGS. The lowest classification is an “Unusual Event”, which indicates a minor problem has taken place. No release of radioactive material is expected. An “Alert” is the next higher classification level; it indicates a minor problem and a small amount of radioactive material could be released inside the plant. A “Site Area Emergency” is the next higher classification. This classification indicates a more serious problem is taking place. Small amounts of radioactive material could be released near the plant, and if special action needs to be taken, sirens will be

sounded. The Emergency Alert System (EAS) will be used to direct protective action procedures. "General Emergency" is the most serious of all emergency classifications and warns that radioactive material could be released outside the plant site. Sirens will be sounded to initiate protective action procedures and information will be provided over the EAS.

8. PVNGS is considered to be invulnerable to terrorist activity through both design and security measures. Two perimeters of monitored security fencing and the third largest "police force" in the State of Arizona supplement coded door locks and magnetic identification cards for facility entrance. The containment buildings are constructed of steel and reinforced concrete. The reactors, located in the containment buildings, are below ground level and are also encased in steel and concrete. Because of this, any terrorist shells or bombs used against the building would not affect the reactor or the primary coolant pipes.

B. Assumptions

1. The City of Avondale is within the Emergency Planning Zone (EPZ) and Ingestion Exposure Pathway Emergency Planning Zone (IPZ) and could be directly affected by an accident at PVNGS.

2. A major accident at PVNGS could result in numerous inquiries to City officials regarding the status of the emergency.

II. MISSION

To prepare for and provide information to effectively respond to an accident at the Palo Verde Nuclear Generating Station and provide effective response to inquires.

III. EXECUTION

A. Concept of Operations

1. Response procedures for an emergency at PVNGS are detailed in the joint State/County Fixed Nuclear Off-Site Emergency Response Plan. The plan describes the organization for emergencies, classifies emergencies and defines and assigns off-site responsibilities and authorities.

2. In the event of an accident at PVNGS, which results in a release of radioactive materials to the environment, the primary response effort will be concentrated in, and resources committed to, the plume exposure EPZ. As control is established and that concentration of effort reduced, response activities will concentrate on the ingestion exposure pathway, primarily in the area of plume travel, but also including areas outside the plume's path.

3. The Maricopa County Department of Emergency Management will activate the Emergency Operations Center by direction of the Maricopa

County Board of Supervisors and will assume responsibility for coordination of County response forces and volunteers. Prompt warning to the public of a radiological emergency is vital in assuring that protective action instructions will be received early enough to be implemented for the protective actions to be effective. Maricopa County is normally responsible for warnings within the EPZ.

4. The Arizona Division of Emergency Management will activate the State EOC by direction of the Governor and will assume coordination of State response forces and volunteers. The State EOC will issue warnings and public advisories for the protection of the public health and control of contaminated materials throughout the IPZ.

5. The Arizona Division of Emergency Management is responsible for State government's Off-Site Emergency Response Plan and will coordinate state and local agencies' emergency actions. The Arizona Radiation Regulatory Agency (ARRA) will evaluate the radiological hazards and recommend appropriate protective actions.

B. Tasks

1. City of Avondale officials will be aware of the general concepts of emergency response operations of the PVNGS and work closely with the County to stay abreast of current information to include protective actions.

2. The Maricopa County EOC (602-273-1411) will be activated and provide information on request to queries concerning plant status and protective actions directed at public safety and health from an incident at the plant.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX M – HOMELAND SECURITY

I. MISSION

To provide the residents of the City of Avondale with a concept of operations for management of response to a terrorist incident that defines coordination with other government agencies and provides response and recovery procedures to protect citizens and property should an incident occur.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. The City of Avondale may be subjected to a terrorist incident with the primary purpose of destroying the public's confidence in the government's ability to protect its citizens.

2. Terrorists often use threats to create fear among the public, to try to convince citizens that their government is powerless to prevent terrorism, and to get immediate publicity for their cause.

3. The objectives of terrorism distinguish it from other violent acts aimed at personal gain, such as criminal violence. It is the calculated use of violence or the threat of violence to inculcate fear, intended to coerce or to intimidate governments or societies in the pursuit of goals that are generally political, religious, or ideological.

4. Tactics used by terrorist to obtain their goals may include bombing, arson, hijacking, kidnapping, creating ecological disasters, occupation of a building, attacks on facilities, sabotage, hostage taking, assassination and perpetration of hoaxes.

5. Terrorist methods may include conventional weapons or, for more effect, chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction. This annex deals primarily with terrorist incidents using CBRNE devices or weapons, but is adaptable to terrorist incidents using conventional weapons.

6. In a terrorist incident, the area of operations could potentially span a number of political boundaries and involve numerous jurisdictions.

B. Assumptions

1. The Federal Bureau of Investigation, as the lead agency for counter-terrorism, will be able to prevent most terrorist incidents, where legally possible, and to react effectively after incidents occur.

2. Local law enforcement agencies have the capability to respond to suspected terrorist incidents and make the determination as to whether or not the incident should be classified as a terrorist act.

III. EXECUTION

A. Concept of Operations

1. The overall response to a terrorist incident, whether domestic or international, includes two major components.

   a. Crisis management response involves measures to identify, acquire, and plan the use of resources to anticipate, prevent, mitigate and/or resolve a terrorist threat or incident. Crisis management response is implemented under the primary jurisdiction of the law enforcement agencies at all levels of government.

   b. Consequence management response involves measures to alleviate the damage, loss, hardship or suffering caused by emergencies. It includes measures to protect public health and safety, restore essential services, and provide emergency relief to affected agencies and organization. Consequence management response is implemented under the primary jurisdiction of the affected political subdivision, with support from the Federal government.

2. Technical operations constitute an important support component to both crisis management and consequence management response to a terrorist incident involving weapons of mass destruction (WMD). Technical operations address aspects of WMD material that are not encountered in standard law enforcement disaster operations. Technical operations involve measures to identify the WMD agent or device; assess the threat passed by the WMD agent or device; provide consultation to decision makers concerning the implications of the WMD agent or device for crisis management and consequence management; render safe, transfer, and/or dispose of a WMD agent or device; and decontaminate response workers and the affected population and environment.

a. Weapons of mass destruction are categorized into five major areas, which include chemical, biological, radiological and nuclear weapons and explosive (CBRNE).weapons of mass destruction

(1) Nuclear or radiological combines two of the major categories of terrorism and range from the actual detonation of nuclear weapons or devices to acts of nuclear threats or extortion. As an example, it can take the form of the release of radioactive substances, such as the radioactive contamination of drinking water, to acts of sabotage in and against nuclear power stations.

(2) Biological weapons are regarded as infectious agents (replicating) such as bacteria, viruses and fungi or toxins (non-replicating), which are poisons produced from replicating agents, other living organisms and plants which are pathogenic to man.

(3) Chemical weapons are defined as compounds which, through their chemical properties, produce lethal or damaging effects and are classified by their effects: nerve (Tabun, Sarin, Soman, VX), blood (hydrogen cyanide, cyanogen chloride, arsine), choking (phosgene) or blister agents (mustards, Lewisite). (See Appendix 2, this Annex.)

(4) Explosive materials are considered WMD agents and can be used independently as an explosive or as a dispersal device for spreading other types of agents such as a radiological dispersal device (RDD) or “dirty bomb”.

3. The lead agency for crisis management response for terrorist incidents within the United States is the Federal Bureau of Investigation of the Department of Justice (DOJ-FBI). The FBI coordinates crisis management response operations throughout a terrorist incident.

4. The Arizona Radiation Regulatory Agency (ARRA) is the State lead agency in terrorist incidents involving nuclear material. The Department of Energy, the lead Federal agency for radiological incidents, will implement the Federal Radiological Emergency Response Plan to coordinate radiological responses. ARRA will assist in assessing the situation, developing protective action recommendations, coordinating the release of public information regarding the event, and serving as the primary State source of

technical information regarding the on-site conditions and the off-site radiological effects.

5. The Department of Health and Human Services (DHHS) is a supporting federal agency in terrorist incidents involving biological or chemical material. DHHS will assist in threat assessment, consultation, agent identification, epidemiological investigation, hazard detection and reduction, decontamination, public health support, medical support and pharmaceutical support operations.

6. The US Environmental Protection Agency (EPA) is a supporting agency in terrorist incidents involving hazardous materials as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). EPA will implement the National Oil and Hazardous Substances Pollution Contingency Plan to coordinate the environmental response, which provides environmental monitoring, decontamination and long-term site restoration operations.

7. Operational boundaries may be used to control access to an affected area, target public information messages, divide operational sectors among responders, and facilitate assessment of potential effects on the population and the environment. These operational boundaries may include the following.

   a. The Crime Scene Boundary. The Crime Scene Boundary defines the law enforcement crime scene. Access to the crime scene may be restricted on authority of the FBI, DPS, and local law enforcement.

   b. The Hazardous Materials Boundary. The Hazardous Materials Boundary defines the hazardous materials site, which may be referred to the in technical operations as the "working point" (nuclear) or the "hot zone" (biological/chemical). Depending on the spread of contaminates, the hazardous materials site may include some portions of the crime scene and the surrounding community. Access into this area may be restricted to response personnel wearing protective clothing and using decontamination procedures.

   c. The Disaster Boundary. The Disaster Boundary defines the community-at-risk, which may need to take protective actions such as sheltering, evacuation or quarantine. Access into this area may or may not be restricted on the authority of the State or local Department of Heath.

B. <u>Organization</u>

1. Terrorist incidents are unpredictable in scope and size and will require the activation of the City emergency response organization and EOC. Refer to Basic Plan and Annex A, Direction and Control.

2. It can be expected that a number of Federal and State agencies will assist local authorities in responding to the incident.

3. The on-scene Police Incident Command system would be expanded. (See Basic Plan and Annex A, Direction and Control). The City EOC will be primarily responsible for interagency coordination in addition to their primary function of setting priorities for response, concentrating on preservation of life and property and the establishment of security.

4. During a terrorist incident, operational transition from crisis management to consequence management, and the corresponding shift in lead agencies, may be complex. Transition could be immediate and clearly defined, or both crisis management and consequence management operations could overlap.

C. Planning Factors

1. Response to a chemical, biological, radiological or nuclear (CBRNE) terrorism site closely resembles a response to a HAZMAT situation with the following modifications:

   a. Law enforcement is the lead agency for terrorist incidents, but fire services are best equipped for HAZMAT situations. Close coordination will be required. Significant health and safety issues may displace the precedence of law enforcement responsibilities.

   b. The site control zone distance (Appendix 2) for some of the chemical agents may extend to a distance in excess of several miles.

   c. Mass decontamination may be required before victims can be transported for medical attention.

   d. Increased attention will be required to detect physiological clues about the nature of the hazard and to recognize and react to signs of symptoms.

   e. Biological agents may be difficult to diagnose until symptoms appear, which could result in delays of several days until the disease is detected.

f. Protection from chemical and biological agents can be accomplished by evacuation or in-place sheltering.

2. The FBI has procedures in place to mobilize federal assets, including consequence management organizations, at the first sign of a potential WMD crisis. Response time should be 6-12 hours.

3. The Department of Energy and Department of Defense can provide, through the FBI, their Nuclear Emergency Search Team (NEST) with the capabilities to measure radiation, identify radiation sources, identify weapons, render nuclear weapons and other devices to a safe condition, limit radiation damage of an explosion if one has occurred, and to decontaminate contaminated areas.

D. Tasks

1. Police Department

Pre-Incident

a. Identify potential terrorist capabilities and intentions, as well as conducting an evaluation of general or specific vulnerabilities.

b. Maintain liaison with State and Federal law enforcement agencies that can provide information regarding potential or known terrorists, potential or expected targets, and methods normally used against these type targets.

c. Develop a standard operating procedure to identify whether an incident is a terrorist act.

Post-Incident

a. Ascertain whether the incident is a terrorist act. If the incident is identified as a terrorist act, initiate notification procedures necessary to activate the Federal response.

b. Establish an on-scene Command Post and, with support from the Avondale Fire Department, establish an onsite control plan. See Appendix 1 to this Annex.

c. Contact FBI (602-279-5511) on determination of a terrorist incident with FBI jurisdiction.

d. Recommend activation of the EOC.

e. Control access to the affected area.

f. Provide warning to the public.

g. Collect and disseminate information and intelligence.

h. Provide law enforcement and security protection for the personnel and equipment of supporting units.

i. Be prepared to secure the scene, awaiting specialized equipment if necessary. Federal response to a terrorist incident may take several hours.

2. Fire Department

a. Dispatch HAZMAT team and command post personnel to establish an on-site control plan.

b. Conduct operations at the scene with consideration to a contaminated environment and decontaminate victims before transport. Notify hospitals which patients were contaminated.

c. If the incident involves radiological hazards, hazardous chemicals or biological agents, utilize self-contained breathing apparatus and proper protective clothing.

d. Clear the scene of all persons not protected by such equipment and secure the evacuation hot zone.

e. Establish a contamination reduction corridor at the edge of the hot zone for suspected contaminated persons and equipment.

f. Segregate clothing and equipment used near the scene until they can be monitored for contamination.

g. When removing injured persons from the incident scene do it rapidly and avoid contact whenever possible. Open wounds should be covered immediately.

h. Injured persons believed to be contaminated should be wrapped in blankets to avoid contamination of other persons and equipment.

i. Notify the Maricopa County Department of Emergency Management and request mutual aid, if necessary.

j. A terrorist incident location is a crime scene, and removal

of material or persons from the area should be cleared through the Police Incident Commander.

3. Field Operations. Close coordination with law enforcement to prevent disturbances of the crime scene and with the fire department to ascertain contaminated or other unsafe areas will be necessary before proceeding with the following:

   a. Provide barricading.

   b. Assist with debris clearing.

   c. Assist with search for victims.

   d. Provide assessment of the damage and emergency repairs to City property.

   e. Be prepared to assist in traffic control and evacuation.

4. Other departments will provide support functions as outlined in the Basic Plan and Annex A, Direction and Control.

IV. DIRECTION AND CONTROL. Refer to Annex A, Direction and Control.

V. ADMINISTRATION AND LOGISTICS. Standard emergency administration and supply procedures will be used. See Basic Plan and Annex A, Direction and Control.

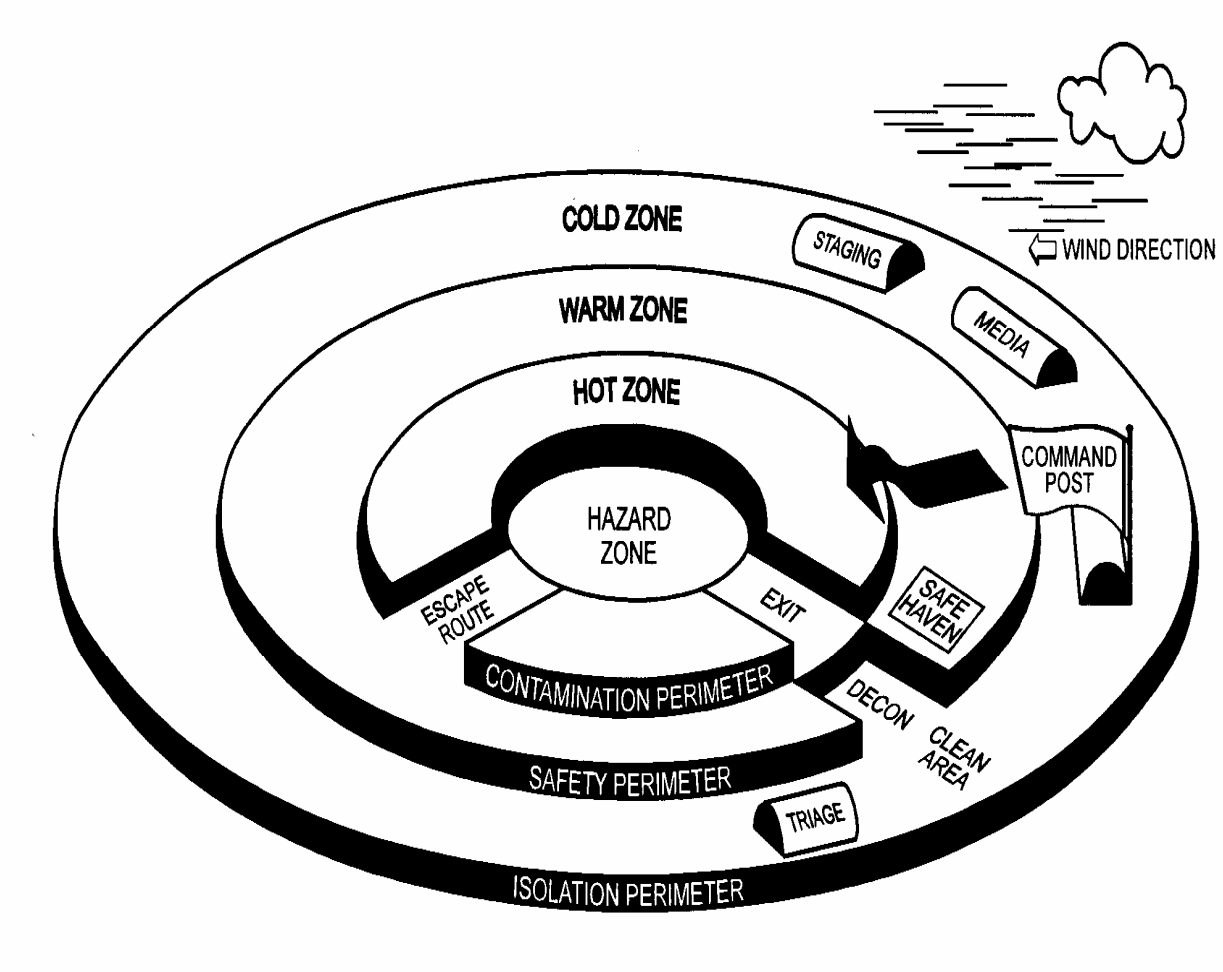
AVONDALE, ARIZONA

EMERGENCY OPERATIONS CENTER

ANNEX M – HOMELAND SECURITY

APPENDIX 1 – SITE CONTROL PLAN

Environmental Protection Agency Terms		Other Common Terms
Exclusion Zone	=	Hot, Red, or Restricted Zone
Contamination Reduction Zone	=	Warm, Yellow, or Limited Access Zone
Support Zone	=	Cold or Green Zone
Hot Line	=	Contamination Perimeter
Contamination Control Line	=	Safety Perimeter



APPENDIX 2 TOXICITY OF SELECTED CHEMICALS AND INDUSTRIAL AGENTS

CHEMICAL AGENT TYPE AND NAME	MILITARY SYMBOL	TWA/PEL[1] (ppm)	TWA/PEL (mg/m^3)	IDLH[4] (ppm)	IDLH (mg/m^3)	Median Lethal Dose ($mg\text{-}min/m^3$)	Median Incapacitating Dose ($mg\text{-}min/m^3$)	Vulnerability Zone[5] 1/10 IDLH	Vulnerability Zone IDLH
Nerve Agent -- Nerve agents are chemical agents that affect the transmission of nerve impulses by reacting with the enzyme cholinesterase, permitting an accumulation of acetylcholine and continuous muscle stimulation. The muscles tire due to over stimulation and begin to contract.									
Tabun	GA	0.000015	0.0001	ND	ND	200-400 40,000 (skin)	100-300	.1 miles 500 lbs	<.1 miles 500 lbs
Sarin	GB	.000017	0.0001	ND	ND	70-100 12,000 (skin)	35-75	2.4 miles 500 lbs	.6 miles 500 lbs
Soman	GD	ND[2]	ND	ND	ND	70-100 10,000 (skin)	25-35		
Agent VX	VX	0.0000009	0.00001	ND	ND	36-100 1,000 (skin)	5-50		
Blood Agent -- Blood agents are chemical agents which act upon the enzyme cytochrome oxidase. It allows the red blood cells to acquire oxygen but does not allow them to transfer oxygen to other cells. Body tissue decays rapidly due to lack of oxygen and retention of carbon dioxide.									
Cyanogen Chloride	CK	0.3	0.75 (C)3	ND	ND	11,000	7000		
Hydrogen Cyanide	AC	4.7	5.0 (C)	50	56	ND	ND	2.7 miles	.6 miles
Arsine	SA	0.05	0.16	3	10	3200	1600	7.0 miles	1.1 miles
Blister Agent -- Blister agents are chemical agents that affect the eyes, respiratory tract, and skin, first as a cell irritant, and then as a cell poison.									
Mustard	HD	0.00045	0.003	ND	ND	1500 10,000 (skin)	150 200 (eye), 2000 (skin)	<.1 mile	<.1 mile
Lewisite	L	0.00035	0.003	ND	ND	1200-1500 100,000 (skin)	<300 (eye) >500 (skin)	<.1 mile	<.1 mile
Choking Agent -- Choking agents are agents that irritate the alveoli in the lungs. This irritation causes the alveoli to secrete fluid constantly into the lungs. The lungs slowly fill with this fluid, and the victim dies from lack of oxygen, or "dry land drowning".									
Phosgene	CG	0.1	0.40	2	8	3200	1600	>10.0 miles	2.0 miles
Industrial Compounds -- Refer to the North American Emergency Response Guidebook for evacuation distances and other response measures.									
Chlorine	N/A	0.5	1.5	10	29.5	ND	ND		
Hydrogen Chloride	N/A	5.0	7.5 (C)	50	76	ND	ND	1.3 miles	.4 miles
Hydrogen Sulfide	N/A	10	14	100	142	ND	ND	.7 miles	.2 miles
Methyl Isocyanate	N/A	0.02	0.047	3	7.11	ND	ND	.9 miles	.2 miles

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX M – HOMELAND SECURITY

APPENDIX 3 – 91ST CIVIL SUPPORT TEAM – WEAPONS OF MASS DESTRUCTION

1. The 91st Civil Support Team – Weapons of Mass Destruction of the National Guard of Arizona is comprised of a 22-member, highly trained organization identified to support local, state and federal agencies responding to an attack utilizing weapons of mass destruction. The Military Support Office of the Arizona Army National Guard operationally controls the team.

2. The 91st CST (WMD) is designed to provide support to civil authorities, identify agents and substances, assess current and projected consequences, advise on response measures and assist with appropriate requests for additional support. Their primary responsibility is to sustain emergency operations with state and local government in response to weapons of mass destruction that involve chemical, biological, radiological or high yield nuclear explosions. Response time is 3 hours.

3. The team maintains significant HAZMAT response capability. As a result of their primary mission they may not be able to respond to routine HAZMAT requests for technical support and assistance to Arizona communities. The team is not trained or equipped to conduct ordinance disposal operations nor do they engage in civilian law enforcement activities.

4. Requests for 91st CST (WMD) mission support for an actual or suspected WMD event are made in the following manner:

    a. Requests made through the incident commander should be directed to the Maricopa County Department of Emergency Management (MCDEM). Include points of contact and all available information describing the request and emergency conditions.

    b. MCDEM will contact the Arizona Division of Emergency Management requesting 91st CST (WMD) support. Local and county emergency declarations will be required to support the request in obtaining a state emergency declaration.

    c. Once the Governor approves the request, The Adjutant General (TAG) will direct the team to deploy

Threat Condition: LOW (GREEN)

A General Risk with no credible threats to specific targets.

PROTECTIVE ACTIONS

State Agencies	Local Government Actions	Critical Facilities	Anticipated Public Response
• Refine and exercise plans and protective measures. • Train on HSAS protective measures. • Regularly assess vulnerabilities of facilities and take measures to reduce them.	• Announce Threat Condition to employees and to the public. • Identify critical facilities that may need protection. • Review Emergency Response Plans. • Conduct training, seminars, workshops and exercises using the emergency response plans. • Conduct emergency preparedness training for citizens and employees. • Encourage response agencies (fire fighters, law enforcement, EMS, public works and elected officials) to take emergency management and American Red Cross first aid and CPR training. • Provide emergency preparedness information to employees via paycheck stubs tips, newsletters, articles and posters. • Conduct routine inventories of emergency supplies and medical aid kits. • Budget for physical security measures. • Encourage programs for employee immunization and preventive health care	• Announce Threat Condition to employees. • Develop emergency response and business resumption plans. • Encourage and assist employees to be prepared for personal, natural and technological emergencies. • Develop a communications plan for emergency response and key personnel • Conduct training for employees on physical security precautions. • Budget for physical security measures.	• Continue to enjoy individual freedom. Participate freely in travel, work and recreational activities. • Be prepared for disasters and family emergencies. (See DESHS and American Red Cross brochures.) • Develop a family emergency plan. (See DESHS and American Red Cross brochures.) • Know how to turn off your power, gas and water service to your house. • Know what hazardous materials are stored in your home and how to properly dispose of unneeded chemicals. • Support the efforts of your local emergency responders (fire fighters, law enforcement and emergency medical service). • Know what natural hazards are prevalent in your area and what measures you can take to protect your family. • Report suspicious activities.

Threat Condition: GUARDED (BLUE)

The recommended protective actions at this threat level include those at all lower threat levels.

PROTECTIVE ACTIONS

State Agencies	Local Government Actions	Critical Facilities	Anticipated Public Response

• Weekly threat briefings to EOC staff, government officials and first responders.
• Brief and stress information and operational security issues
• Check communications with response community.
• Announce Threat Condition and explain expected actions.
• Report status to next higher government.
• Review plans, SOPs, and resource requirements.
• Check readiness of response equipment.
• Check inventories of critical supplies.
• Verify notification rosters.
• Increase backup of critical information and equipment.
	• Announce Threat Condition to employees and to the public and explain anticipated actions that should be taken.
	• Estimate the threat vulnerability of each critical facility and the countermeasures required to protect them.
	• Ensure that each department is familiar with their assigned responsibilities during a disaster as shown in the plan and are prepared to respond.
	• Review communications plans and ensure the call-down procedures are current and accurate.
	• Conduct emergency management training and exercise emergency response plans.
	• Ensure all emergency management and response functions are adequately staffed. Recruit and train volunteers to augment full time staff.
	• Actively support the Neighborhood Watch, Community Emergency Response Team (CERT) and Amateur Radio Emergency Service programs.
	• Remind citizen and employees to be alert for suspicious packages, activities, vehicles, and to report these occurrences to the proper authority.
	• Secure buildings, unused rooms, storage areas, equipment and vehicles to prevent theft, tampering or destruction.
	• Evaluate information available on public websites that could compromise security.
	• Encourage all citizens and employees to have necessary immunizations.
		• Announce Threat Condition and explain expected actions.
		• Ensure that key leaders are familiar with the emergency response and business resumption plans.
		• Review, update and routinely exercise for functional areas of plans.
		• Review and update the call down list for emergency response teams
		• Develop or review Mutual Aid agreements with other facilities and/or with local government for use during emergencies.
		• Review physical security precautions to prevent theft, unauthorized entry or destruction of property.
		• Have you provided for:
		  • Employee picture ID badges?
		  • Background checks on all employees?
		  • Access control and locking of high security areas at all times?
		  • All security keys marked with "Do Not Duplicate"?
		  • Surveillance Cameras?
		  • Backup power?
		  • An alarm system?
			• Continue normal activities but be watchful for suspicious activities. Report criminal activity to local law enforcement.
			• Review family emergency plans.
			• Increase family emergency preparedness by purchasing supplies, food and storing water.
			• Be familiar with local natural and technological (man made) hazards in your community.
			• Increase individual or family emergency preparedness through training, maintaining good physical fitness and health, and storing food, water and emergency supplies.
			• Monitor local and national news for terrorist alerts.
			• Update immunizations.
			• Volunteer to assist and support the community emergency response agencies.

Threat Condition: ELEVATED (YELLOW)

An elevated risk of terrorist attack, but a specific region of the USA or target has not been identified.

PROTECTIVE ACTIONS

The recommended protective actions at this threat level include those at all lower threat levels.

State Agencies	Local Government Actions	Critical Facilities	Anticipated Public Response
• Weekly threat briefings to EOC staff, government officials and first responders. • Brief and stress information and operational security issues. • Announce Threat Condition and explain expected actions. • Report status to next higher government. • Review plans, SOPs, and resource requirements. • Check readiness response equipment. • Check inventories of critical supplies. • Advise mail handlers, couriers to vigilant of suspicious items. • Verify notification rosters. • Identify community events having large attendance - review contingency and security plans. • Increase backup of critical information and equipment. • Increase surveillance of critical areas. • Further refine protective measures. • Implement contingency and response plans as appropriate	• Announce Threat Condition to employees and to the public. • Review physical security plans for critical facilities. • Assess potential terrorist targets and develop plans to counteract an attack. • Conduct vulnerability assessments of each critical facility and government building. Estimate the consequence of loss and assign a priority for their protection. • Ensure all buildings are secured to prevent theft or tampering. • Conduct physical inspection of buildings for suspicious unattended packages. • Develop a cadre of trained volunteers. • Closely monitor current news events and state and federal terrorist advisories. • Keep the public informed on current threat conditions and advisories. • Coordinate with adjacent municipalities for mutual aid support in the event of a disaster or terrorist threat. • Conduct tabletop and functional exercises to ensure that response plans are understood and current. • Review existing physical security measures employed and install intrusion detection and passive systems as funding permits. • Conduct weekly radio communication checks.	• Announce Threat Condition to employees. • Review vulnerability and threat assessments and revise as needed. • Identify and monitor governmental information sharing sources for warnings and alerts. • Update and test call down list for emergency response teams and key employees. • Review and coordinate and update mutual aid agreements with other critical facilities and government agencies. • Establish and monitor active and passive security measures. • Review employee training on security precautions (bomb threat procedures, reporting suspicious packages, activities and people). • Conduct communications checks to ensure radio contact can be established. • Increase vehicle spot checks. • Remove trash containers, dumpsters and mailboxes near government buildings / facilities. • Inspect interior and exterior or buildings at beginning, interim and end of work shifts. • Check all deliveries.	• Continue normal activities, but report suspicious activities to the local law enforcement agencies. • Take a first aid or CERT class. • Become active in your local Neighborhood Crime Watch program. • Network with your family, neighbors and community for mutual support during a disaster or terrorist attack. • Learn what critical facilities are located in your community and report suspicious activities at or near these sites. • Attend your local emergency planning committee (LEPC) meeting to learn more about local hazards. (Call the city/county emergency manager to learn dates and locations of the meetings.) • Increase individual or family emergency preparedness through training, maintaining good physical fitness and health, and storing food, water and emergency supplies.

Threat Condition: HIGH (ORANGE)

Intelligence indicates that there is a high risk of a local terrorist attack but a specific target has not been identified.

PROTECTIVE ACTIONS

The recommended protective actions at this threat level include those at all lower threat levels.

State Agencies	Local Government Actions	Critical Facilities	Anticipated Public Response
• Activate SEOC. • Activate agency EOCs. • Activate Joint Information Center. • Announce Threat Condition and explain expected actions. • Alert specially trained response teams. • Alert mobile comm and liaison staff. • Prepare to redirect or constrain transportation systems. • Discontinue tours of public and governmental facilities. • Report status to next higher government. • Implement security plans for critical facilities. • Review plans, SOPs, and resource requirements. • Check inventories of critical supplies. • Review plans to displace to alternate work site or with a dispersed work force.	• Announce Threat Condition to employees and to the public and explain anticipated actions. • Restrict or control access to government buildings, critical facilities and infrastructure. • Erect outside barricades, security checks to deny access to underground parking areas, loading docks and building entrance. • Require identification, sign-in and escorts as required. • Restrict parking areas close to buildings. • Remove trash containers, dumpsters and mailboxes near government buildings / facilities. • Closely monitor available security and intelligence data from state and local law enforcement agencies. • Instruct employees to be especially watchful for suspicious or unattended packages and articles received through the mail service. • Inspection buildings and parking areas for suspicious packages. • Implement rumor control to avoid public panic. • Employ armed security at airports, dams, public utilities and critical facilities. • Based on threat assessment, define rules of engagement and authorize use of deadly force. • Test communication plans. • Secure/regularly inspect all buildings, vehicles, and parking and storage areas for intrusion. • Conduct 100% verification of deliveries and restrict shipments. • Take additional precautions at public events.	• Announce Threat Condition and explain expected actions. • Place emergency response teams on notice. • Activate the operations center if required. • Monitor world and local events. Pass on credible threat intelligence to key personnel. • Ensure appropriate security measures are in place and functioning properly. • Instruct employees to report suspicious activities, packages and people. • Search all personal bags, parcels and require personnel to pass through magnetometer, if available. • Restrict vehicle parking close to buildings. Erect security barriers. • Inspect intrusion detection systems and lighting, security fencing and locking systems. • Inspect all deliveries and consider accepting shipments only at off-site locations. • Remind employees to expect delays and baggage searches. • Check inventories of critical supplies. • Review plans, SOPs, and resource needs. • Secure critical response vehicles. • Report suspicious activities.	• Resume normal activities but expect some delays, baggage searches and restrictions as a result of heightened security at public buildings and facilities. • Continue to monitor world and local events as well as local government threat advisories. • Report suspicious activities at or near critical facilities to local law enforcement agencies by calling 9-1-1. • Avoid leaving unattended packages or brief cases in public areas. • Inventory and organize emergency supply kits and discuss emergency plans with family members. Reevaluate meeting location based on threat. • Consider taking reasonable personal security precautions. Be alert to your surroundings, avoid placing yourself in a vulnerable situation and monitor the activities of your children. • Maintain close contact with your family and neighbors to ensure their safety and emotional welfare.

Threat Condition: SEVERE (RED)

A terrorist attack has occurred or intelligence indicates that one is imminent. Normally, this threat condition is declared for a specific location or critical facility.

PROTECTIVE ACTIONS

The recommended protective actions at this threat level include those at all lower threat levels.

State Agencies	Local Government Actions	Critical Facilities	Anticipated Public Response
• Announce Threat Condition and explain expected actions. • Activate SEOC. • Activate agency EOCs. • Issue disaster declaration. Activate Joint Information Center. • Pre-position specially trained response teams. • Deploy mobile comm and liaison staff. • Monitor, redirect or constrain transportation systems. • Close public and governmental facilities. • Increase or redirect personnel to address critical emergency needs. • Report status to next higher government. • Implement security plans for critical facilities. • Consider security for first responders.	• Announce Threat Condition employees and to the public and explain anticipated actions that should be taken. • Deny unauthorized access to critical facilities and infrastructure. Continue 100% inspections of personnel, vehicles and packages. • Visually inspect the interior and undercarriage of vehicles entering parking lots and terraces. • Deploy equipment assets and ensure physical security measures be afforded to them at critical sites. • Assemble trained volunteers to include: CERT, COP, ARES and the Red Cross. • Implement Mutual Aid Agreements as required. • Continue to assess the vulnerability of key assets and facilities. Take appropriate action to protect them by deploying armed security forces to these sites. • Cancel or delay unnecessary employee travel and leave. • Declare a state of emergency. • Activate the Emergency Operations Center. • Control release of information to the public and news media. • Provide security for personnel dispatched to repair or restore damaged facilities and systems. • Report status to next higher government. • Implement security plans for critical facilities. • Release non-critical personnel. • Conduct periodic welfare checks of personnel and facilities. • Consider security for first responders.	• Announce Threat Condition and explain expected actions. • Deploy security personnel based on threat assessments. • Close or restrict entry to the facility to emergency personnel only and restrict parking areas close to critical buildings. • Maintain a skeleton crew of essential employees. • Deploy emergency response and security teams. • Activate Operations Center and send a liaison to the county or state EOC. • Maintain close contact with local law enforcement. • Be prepared to implement mutual aid agreements with government and with other critical facilities. • Provide security in parking lots and company areas. • Report suspicious activity immediately to local law enforcement. • Restrict or suspend all deliveries and mail to the facility. Emergency supplies or essential shipments should be sent to and off-site location for inspection. • Alert specially trained response teams.	• Report suspicious activities and call 9-1-1 for immediate response. • Expect delays, searches of purses and bags and restricted access to public buildings. • Expect traffic delays and restrictions. • Take personal security precautions to avoid becoming a victim of crime or terrorist attack. • Avoid crowded public areas and gatherings. • Do not travel into areas affected by the attack or is an expected terrorist target. • Keep emergency supplies accessible and automobile fuel tank full. • Be prepared to evacuate your home or shelter in place on order of local authorities. • Be suspicious of persons taking photographs of critical facilities, asking detailed questions about physical security or dressed inappropriately for weather conditions (suicide bomber). Report these incidents immediately to law enforcement. • Closely monitor news reports and Emergency Alert System (EAS) radio/TV stations. • Assist neighbors who may need help. • Avoid passing unsubstantiated information and rumors.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

ANNEX N – PANDEMICS

I. SITUATION

A. A pandemic is a global disease outbreak. It occurs when a new virus emerges for which there is little or no immunity in the human population. During the 20th century, there were three influenza pandemics:

1. The 1918 pandemic caused at least 500,000 deaths in the U.S. and up to 40 million deaths worldwide.

2. The 1957 pandemic caused at least 70,000 deaths in the U.S. and 1 to 2 million deaths worldwide.

3. The 1968 pandemic caused about 34,000 deaths in the U.S. and 700,000 deaths worldwide.

B. When a pandemic influenza virus emerges, its global spread is considered inevitable. Its spread can be delayed through measures such as border closures and travel restrictions, but it cannot be stopped. Because the strain of the virus emerges so rapidly, it is highly unlikely that a vaccine will be available for a pandemic flu outbreak.

C. Maricopa County government will be severely affected by a pandemic. It is estimated that 20% to 30% of the workforce is likely to be directly affected by the disease, and additional employees are likely to need to stay home to care for sick family members. At the height of the pandemic, up to 40% of the workforce may be unavailable. In addition, the delivery of such basic commodities as fuel, groceries, etc. is likely to be severely disrupted.

D. The World Health Organization has developed a Global Influenza Preparedness Plan that breaks the pandemic threat down into several phases:

1. Inter-pandemic period (phases 1 and 2). No new influenza strains have been detected in humans, but virus strains in animals pose a risk to humans that may be low (phase 1) or substantial (phase 2).

2. Pandemic alert period (phases 3, 4, and 5). New influenza strains

have caused humans infections. Human-to-human spread is non-existent or limited to rare instances of close contact (phase 3), highly localized in small clusters (phase 4), or localized in larger clusters (phase 5). At phase 5, the virus is becoming increasingly adapted to humans, and there is a substantial pandemic risk.

3. Pandemic period (phase 6). Increased and sustained human-to-human transmission in the general population.

4. Post-pandemic period. Return to the inter-pandemic period (phase 1).

E. Several governmental organizations conduct pandemic surveillance on a routine basis and provide information about how to recognize, prepare for, and deal with a pandemic.

1. Federal level - Centers for Disease Control and Prevention (CDC) and its parent organization, the Department of Health and Human Services (DHHS).

2. State level – Arizona Department of Health Services (ADHS).

3. County level – Maricopa County Public Health Department.

F. In the United States, the pandemic phases are based on the global phases. The Secretary of the U.S. Department of Health and Human Services will determine that the nation is in the pandemic period (phase 6) when sustained human-to-human transmission is observed anywhere in the world.

II. MISSION

To plan for the consequences of a pandemic through education, guidance, and response measures which would mitigate its effects on the population and provide essential services to the community.

III. EXECUTION

A. Concept of Operations

1. If a pandemic appears to be imminent or has been declared, the Maricopa County Department of Health and Department of Emergency Management will issue news releases to inform the public about the specific disease including prevention and treatment measures.

2. Local government leaders will provide pandemic guidance and

policy decisions to their communities based on recommendations from County authorities. This could include measures to avoid the spread of the disease and how to assist those who are ill.

3. There are four essential steps that employees and the general public can take to reduce the spread of the disease:

   a. Cover your mouth and nose with a tissue or handkerchief when coughing or sneezing.

   b. Wash your hands frequently with warm water. Use alcohol-based hand sanitizers when soap and water are unavailable.

   c. Stay at home when you are sick.

   d. Increase your social distance (avoid crowds and mass gatherings).

4. Local government leaders will implement measures to assure that essential services such as law enforcement, fire protection and other vital community programs.

5. Local communities will cooperate with Federal, State, and County agencies to assist in the identification of pandemic victims. Local governments will also support preventive measures to avoid the spread of the disease. All governmental organizations will work together to provide treatment of those who are ill and appropriate disposition of those who have died.

B. Tasks

1. If it is determined that a pandemic is imminent or in progress, the Mayor will make policy decisions in the following areas:

   a. Implement provisions for non-critical employees to remain at home though alternate work arrangements or leave time.

   b. Assure that government departments have a sufficient number of trained employees to provide vital services to the community.

   c. Make emergency funding available for extraordinary expenses related to the pandemic.

   d. Identify supplies and services needed for continued government operations.

e. Provide public education about measures to prevent the spread of the disease through press releases, hot-lines, and briefings based on sound scientific facts provided by public health officials. Education will also provide information on how the public may sustain it self for a period of time with limited or no outside assistance

f. .Be prepared to implement measures decreed by health authorities to prevent the spread of the disease. Measures may include closing or restricted access to facilities and events that involve gatherings of people. Additional measures may include the quarantine of those who have become infected with the disease. Other assistance may include logistical support in the distribution and provision of medications.

g. Support the local medical community who are involved in treating the ill or making disposition of the diseased.

h. Provide critical information to County agencies when requested.

C. Support

1. The U.S. Department of Health and Human Services has a pandemic influenza plan and planning guidelines for state and local governments, individuals, businesses, and schools. This information can be accessed at www.PandemicFlu.gov.

2. The Arizona Department of Health Services has a pandemic plan and additional guidance on pandemic planning available at www.azdhs.gov/pandemicflu.

EXHIBIT B
TO
RESOLUTION NO. 2703-1107

[Letter of Promulgation]

See following pages.

AVONDALE, ARIZONA

EMERGENCY OPERATIONS PLAN

LETTER OF PROMULGATION

In the event of a natural, technological (man-made) or national security disaster affecting the City of Avondale, City government must be prepared to implement plans and procedures to protect lives and property.

This plan is published in support of the State of Arizona Emergency Response and Recovery Plan and is in accordance with Arizona Revised Statutes, Title 26, Chapter 2, and the Maricopa County Emergency Operations Plan.

The purpose of this plan is to provide direction and guidance to City governmental departments and supporting agencies. It constitutes a directive to City departments to prepare for and execute assigned emergency tasks to ensure maximum survival of the population and to minimize damage to property in the event of a disaster.

This plan is effective for planning purpose and preparations on receipt, and for execution when an emergency declaration is made by the Mayor.

A copy of this plan has been filed in the Office of the Clerk of Avondale, under the provisions of the Arizona Revised Statutes, Section 26-307B.

Date: _____ _____

Mayor

_____

City Clerk

CITY COUNCIL REPORT

SUBJECT:
Resolution 2702-1107 and Ordinances 1276-1107 and 1277-1107 Amending City Code 15-21 Possession and Sale of Spray Paint to Minors and amending the IPMC

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Pam Altounian, Acting Director of Neighborhood & Family Services (623)333-2738

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution declaring as a public record the document entitled City of Avondale Graffiti Ordinance, an ordinance amending the City Code Chapter 15-21 regarding possession and sale of spray paint and an ordinance amending the "Amended and Restated Avondale Amendments to the 2003 International Property Maintenance Code relating to graffiti as discussed at the October 15, 2007 Work Session.

BACKGROUND:

City Code 15-21 states that it is illegal to sell spray paint to a minor, and it is illegal for any person to possess spray paint with the intent to apply it unlawfully on any property or surface. A violation of this section designates a Class 1 misdemeanor and is enforced by the Avondale Police Department.

DISCUSSION:

Graffiti is viewed as a symbol of "disorder" and has a significant effect on the feeling of safety and the perceived fear of crime within the community. It is estimated that the annual cost of graffiti in the United States is between $15 and $18 billion. This includes property-damage costs and the cost to abate graffiti, but does not include "soft costs" such as the loss of commerce, tourism, and lowered property values.

The proposed amendments will define implements commonly used by graffiti vandals, and include a requirement that retailers store these implements in an area that is viewable by the public but not accessible without employee assistance. The illegal sale and possession of graffiti implements will continue to be a Class 1 misdemeanor enforced by the Police Department. Proper storage and access of graffiti implements will be a civil violation enforced by the Code Enforcement Division.

The proposed amendments provide a means for retailers to be pro-active in keeping the community graffiti free. Combining the efforts of retailers and law enforcement in support of abatement programs will provide another step in building a comprehensive program to prevent graffiti and instill community pride.

BUDGETARY IMPACT:

Enforcement efforts can be provided within current budgets.

RECOMENDATION:

Staff recommends that the City Council adopt the resolution and ordinances amending the City Code Chapter 15-21 and the IPMC.

ATTACHMENTS:

Click to download

- RES - 2702-1107
- ORD - 1276-1107
- ORD 1277-1107

RESOLUTION NO. 2702-1107

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE GRAFFITI ORDINANCE."

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

SECTION 1. That certain document entitled the "City of Avondale Graffiti Ordinance" of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, November 19, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1276-1107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 15, MISCELLANEOUS PROVISIONS AND OFFENSES, AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE CITY OF AVONDALE GRAFFITI ORDINANCE.

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

SECTION 1. That certain document known as the City of Avondale Graffiti Ordinance, three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2702-1107 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. That the City Code, Chapter 15, Miscellaneous Provisions and Offenses, Article I, In General, Section 15-21, are hereby deleted in its entirety and replaced by the City of Avondale Graffiti Ordinance, which shall be inserted into the City Code as a new Chapter 15, Article I, Section 15-21, Graffiti Ordinance.

SECTION 3. That anyone found guilty of violating (i) Subsection 15.21 (b)(2)(F) of the City of Avondale Graffiti Ordinance shall be subject to a minimum fine of $2,500, (ii) Subsection 15.21 (b)(3)(E)(iii) shall be subject to a default fee of $100, (iii) Subsection 15.21(b)(2)(D) of the City of Avondale Graffiti Ordinance shall be guilty of a class 1 misdemeanor, and upon conviction thereof, shall be punished as an offense as provided for in Title 8, Arizona Revised Statutes, as amended and (iv) any provision of the Graffiti Ordinance not otherwise listed herein, shall be guilty of a class 1 misdemeanor, and upon conviction thereof, shall be punished by a maximum fine of $2,500 or by imprisonment for not more than six months in jail, or by both such fine or imprisonment.

SECTION 4. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the City of Avondale Graffiti Ordinance adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Council of the City of Avondale, November 19, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY OF AVONDALE
GRAFFITI ORDINANCE

15-21 Graffiti Prevention, Prohibition and Removal.

(a) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"*Aerosol paint container*" means any aerosol container that has a writing surface which is one-half of an inch or greater and containing anything other than a solution which can be removed with water after the solution dries.

"*Broad tip marker*" means any marker or similar implement which has a writing surface which is one-half of an inch or greater and containing anything other than a solution which can be removed with water after the solution dries.

"*Etch*" means to permanently alter a surface by use of an etching solution or implement.

"*Etching acid*" means any liquid, cream, paste or other similar chemical that can be used to etch, draw, carve, sketch, engrave or otherwise alter, change or impair the physical integrity of glass, metal or other surface.

"*Etching implement*" means a tool, instrument, product, solution or substance capable of being used to etch glass, metal or other surface.

"*Etching solution*" means any product or compound, including etching acid, manufactured for the purpose of permanently altering glass, metal or other surface.

"*Graffiti*" means the writing, drawing, inscribing, etching, spray painting, sketching or otherwise applied message, initials, designs, drawing, slogan, sign, symbol or mark of any type that is made on any public or private building, structure or surface, and that is made without the express permission of the responsible party.

"*Graffiti implement*" means an aerosol paint container, pressurized container, broad tip marker, etching acid, etching implement, paint stick, graffiti stick, bleeder or any device deemed to be used to create graffiti.

"*Minor*" means any person under the age of eighteen (18) years.

"*Paint stick, graffiti stick or bleeder*" means an implement containing paint, wax, epoxy or other similar substance.

"*Person*" means any individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, limited liability company or any other private legal entity, governmental entity, union, committee, club, other organization or group of individuals. It includes a trustee, receiver or similar representative.

"*Pressurized container*" shall mean any can, bottle, spray device or other mechanism designed to propel liquid that contains ink, paint, dye or other similar substance which is expelled under pressure, either through the use of aerosol devices, pumps or similar propulsion devices.

"*Responsible adult*" is a parent, guardian or person having legal responsibility for a minor.

"*Responsible party*" means an owner, occupant, lessor, lessee, manager, licensee or other person having the right to control property.

(b) Graffiti Prevention, Prohibition and Removal.

(1) Purpose and Intent. It is the purpose and intent of this Section to provide a procedure for the prevention, prohibition and removal of graffiti from walls, structures or surfaces on public and private property in order to reduce blight and deterioration within the City and to protect the public health and safety. The City Council finds and determines that graffiti constitutes a public nuisance because it is obnoxious, contributes to neighborhood deterioration, provides a communication system for gangs and other vandals and damages property. The City Council finds and determines that graffiti must be abated immediately to avoid the detrimental impact of such graffiti on the City and its residents, to disrupt the communication system for gangs and other vandals and to prevent the further spread of graffiti.

(2) Prohibited Conduct.

(A) No person may deface with graffiti any public or private building or other real or personal property unless the express permission of the responsible party has been obtained.

(B) No person may possess a graffiti implement with the intent to violate the provisions of subsection (b)(1) of this Section.

(C) No person may possess a graffiti implement on any private property unless the responsible party consented to the presence of the graffiti implement.

(D) No person under the age of eighteen (18) years may possess a graffiti implement on any public property unless accompanied by a parent, guardian, employer, teacher or other responsible adult in any similar relationship and such possession is for a lawful purpose.

(E) No person may sell, deliver or give or cause to be sold, delivered or given to any person under the age of eighteen (18) years a graffiti implement. No person under the age of eighteen (18) years may buy, receive, cause to be sold, delivered, exchange or otherwise obtain any graffiti implement. Evidence that a person, employees of such person or agent of such person demanded and was shown acceptable evidence of majority and acted upon such evidence in a transaction or sale shall be a defense to any

prosecution under this subsection. This subsection does not apply to the transfer of a graffiti implement from a parent to child, guardian to ward, employer to employee, teacher to student or responsible adult to person under the age of eighteen (18), or in any other similar relationship when such transfer is for a lawful purpose.

(F) No person who owns, conducts, operates or manages a business where graffiti implements are sold, or any person who sells or offers graffiti implements, shall store or display, or cause to be stored or displayed, such graffiti implements in an area that is accessible to the public without employee assistance in the regular course of business pending legal sale or other disposition. Nothing herein shall preclude the storage or display of graffiti implements in an area viewable by the public so long as such items are not accessible to the public without employee assistance.

(3) Penalties.

(A) General.

(i) Any person violating the provisions of this Section shall be subject to civil and/or criminal penalties.

(ii) The owners, occupants, and authorized agents of property in violation of this Section may be held individually and jointly responsible for the violation, the prescribed civil penalties and for abating the violation.

(iii) Each day a violation of this Section continues shall constitute a separate civil and/or criminal offense.

(iv) The procedures and remedies provided in this Section shall be cumulative and in addition to any other procedures and remedies to which the city may otherwise be entitled by law.

(v) Any violation of this Section is declared to be a public nuisance, and instead of, or in addition to, any civil and/or criminal enforcement measure authorized by this Section, may be enjoined or restrained by the City as other nuisances are abated under authority of the City Charter and state law.

(B) Notice of violation.

(i) The City shall seek voluntary compliance with the provisions of this Section before issuing a civil citation or criminal complaint, as applicable. This shall include a written notice of violation given to the responsible party for the property.

(ii) A notice of violation may be issued by the Code Compliance Manager, a Code Compliance Officer, the Zoning Administrator, the

Chief Building Official, a Police Officer or the City Manager or authorized designee.

(iii) The notice of violation shall set forth the nature of the violation, the action required to bring the property into compliance with this Section, the time period provided to bring the property into compliance, and the person at the City to contact for further information.

(iv) The minimum time period provided for voluntary compliance shall be forty-eight (48) hours.

(v) The time period for compliance may be extended if the official issuing the notice of violation determines that the responsible party for the property is making reasonable progress toward compliance. All extensions shall be made in writing.

(vi) Failure of the responsible party to receive a notice of violation shall not preclude the subsequent issuance of a civil citation or criminal complaint, as applicable.

(vii) Nothing in this section shall prevent the City from taking immediate action to protect the public from an imminent hazard to health or safety as otherwise provided by law.

(C) Civil citations.

(i) Unless otherwise designated as a criminal offense in this Section, if a violation continues past the compliance time set forth in the notice of violation, a civil citation may be issued to the person responsible for the violation.

(ii) A civil citation may be issued by the Code Compliance Manager, a Code Compliance Officer, the Zoning Administrator, the Chief Building Official, a Police Officer or the City Manager or authorized designee.

(iii) The citation shall include the date of the violation, the location of the property, and reference to the Section(s) violated.

(iv) The citation shall direct the defendant to pay the fine imposed pursuant to subsection (b)(3)(E)(i) of this Section or appear in the Avondale City Court within ten (10) days of the issuance of the citation.

(v) The citation shall provide notice that if the defendant fails to pay the fine or appear in the Avondale City Court as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation. In addition, a default fee may be imposed for failure to appear.

(vi) Service of the citation may be accomplished and will be deemed proper and complete by any of the following methods:

(a) Hand delivering the citation to the defendant.

(b) Mailing a copy of the citation by certified or registered mail, return receipt requested, to the defendant's last known address.

(c) Any means allowed by the Arizona Rules of Civil Procedure for the Superior Court.

(D) Civil procedure.

(i) The defendant shall, within ten (10) days of the issuance of the citation, either pay the fine indicated on the citation or appear in Avondale City Court to admit or deny the allegations contained in the citation.

(a) The defendant may pay the fine in person or by mailing the citation with a check for the amount of the fine to the Avondale City Court. By paying the fine, the defendant admits the violation described in the citation and accepts responsibility for the offense.

(b) The defendant may appear in person or through an attorney in the Avondale City Court and either admit or deny the allegations contained in the citation. If the defendant admits the allegations, the court shall immediately enter a judgment against the defendant in the amount of the fine for the violation charged. If the defendant denies the allegations contained in the citation, the Avondale City Court shall set a hearing date for trial of the matter.

(ii) If the defendant fails to pay the fine or appear in the Avondale City Court as directed by the citation, the court shall enter a default judgment and impose the fine and default fee.

(iii) If the defendant fails to appear at the time and place set for trial by the Avondale City Court, the court shall enter a default judgment and impose the fine and default fee.

(iv) The Arizona Rules of Procedure in Civil Traffic Violation Cases shall be followed by the Avondale City Court for civil violations of this Section, except as modified or where inconsistent with the provisions of this Section, local rules of the city court or rules of the Arizona Supreme Court.

(E) Civil penalties.

(i) A person convicted of a violation of subsection (b)(2)(F) of this Section shall be punishable by a fine of not less than two thousand five hundred dollars ($2,500) base fine.

(ii) The civil fine required by this section shall not be suspended in whole or in part.

(iii) Any defendant that fails to pay the fine or appear in the Avondale City Court as directed by a citation issued pursuant to this Section, or who fails to appear at the time and place set for trial of a matter arising under this Section, shall be subject to an additional default fee of one hundred dollars ($100.00).

(iv) Any judgments issued by the Avondale City Court shall be subject to all surcharges and fees imposed by state law in addition to the civil fines required by this Section.

(v) Judgments shall be collected in the same manner as any other civil judgment as provided by law.

(F) Civil habitual offenders.

(i) A person found to be responsible for three (3) or more civil violations of this Section within any 24-month period shall be deemed to be a habitual offender. Responsibility may be determined by admission, by default judgment or by judgment after hearing. The dates of the offenses are the determining factor for calculating the 24-month period.

(ii) A habitual offender who violates the provisions of this Section shall be guilty of a class 1 misdemeanor for each violation in excess of three civil or criminal violations within a 24-month period.

(G) Criminal penalties.

(i) A person convicted of a violation of subsection (b)(2)(A), (B), (C) or (E) of this Section is guilty of a class 1 misdemeanor punishable by term of not more than six (6) months in jail, a fine of not more than two thousand five hundred dollars ($2,500) base fine and not more than eighty (80) hours community service involving participation in the removal of graffiti in Avondale. In addition to any other punishment, the court shall order restitution to the victim for damage or loss caused directly or indirectly by the defendant's prohibited conduct, or to any person or entity including a political subdivision that has

incurred expense to repair or abate such damage or loss to the victim's property, in an amount to be determined by the court.

(ii) A violation of subsection (b)(2)(D) of this Section is a class 1 misdemeanor and will be punished as an offense as provided for in Title 8, Arizona Revised Statutes, as amended.

(H) Criminal procedure. Every criminal action and proceeding under this Section shall be commenced and prosecuted in accordance with the laws of the State of Arizona relating to misdemeanors and the Arizona Rules of Criminal Procedure. The Code Compliance Manager or any other city agent or employee duly authorized by the City Manager may seek the issuance of a complaint by the Avondale City Prosecutor for criminal prosecution of a habitual offender or any person who commits a criminal offense as set forth in this Section.

ORDINANCE NO. 1277-1107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE "AMENDED AND RESTATED AVONDALE AMENDMENTS TO THE 2003 INTERNATIONAL PROPERTY MAINTENANCE CODE" RELATNG TO GRAFFITI.

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

SECTION 1. That the Amended and Restated Avondale Amendments to the 2003 International Property Maintenance Code, Section 202, Definitions is amended by adding the following new definition:

GRAFFITI. The writing, drawing, inscribing, etching, spray painting, sketching or otherwise applied message, initials, designs, drawing, slogan, sign, symbol or mark of any type that is made on any public or private building, structure or surface, and that is made without the express permission of the property owner.

SECTION 2. That the Amended and Restated Avondale Amendments to the 2003 International Property Maintenance Code, Section 302.9, Defacement of Property, is amended as follows:

302.9 Defacement of Property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

ALL SIDEWALKS, WALLS, BUILDINGS, FENCES, SIGNS AND OTHER STRUCTURES OR SURFACES SHALL BE KEPT FREE FROM GRAFFITI WHEN THE GRAFFITI IS VISIBLE FROM THE STREET OR OTHER PUBLIC WAY, OR OTHER PUBLIC OR PRIVATE PROPERTY. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair WITHIN FORTY-EIGHT (48) HOURS FROM THE NOTICE.

[SIGNATURE ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, November 19, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit - Good Neighbor Support Services (CU-06-16)

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for a Social Service Support Center in the C-2 Zoning District

PARCEL SIZE: Approximately 12,000 Square Foot tenant space

LOCATION: 919 N. Dysart Road, Suites J, K, L, M, P, Q, R, S, T, and U

APPLICANT: Mr. Jim Skelton, Good Neighbor Support Services

BACKGROUND:

The property was annexed into the City of Avondale on June 18, 1956. Upon adoption of the City's new zoning map in 1990, the property was zoned C-2 (Community Commercial).

The Faith Plaza complex has been developed in three phases. The first and second phase, comprising the building on the northern boundary of the property, is complete. The third phase, a new building along the eastern boundary of the property is under construction. Completion of the third phase, which contains Suites P, Q, R, S, T, and U, is expected before the end of 2007.

SUMMARY OF REQUEST:

1. The applicant, Good Neighbor Support Services, is requesting conditional use permit approval to operate a social service support center in the Faith Plaza office center, located at 919 N. Dysart Road, Suites J, K, L, M, P, Q, R, S, T, and U. Public service and community uses are permitted in the C-2 (Community Commercial) zoning district subject to a Conditional Use Permit.

2. Good Neighbor is an organization which provides continuing education opportunities for the developmentally disabled.

3. This location will serve as a center for adults with developmental disabilities to gather for educational, professional, and recreational activities. Examples of on-site activities will include arts and crafts classes, cold meal preparation, dog therapy, recreational and educational games, aerobics, computer classes, and one-on-one personalized instruction. All on-site activity will take place in the building.

4. Additionally, this location will act as a departure point for off-site activities. Good Neighbor staff will accompany clients on field trips such as bowling, volleyball, or visits to national parks.

5. The Faith Plaza site has been parked to allow a combination of general office and retail type uses and provides a total of 91 parking spaces. The Zoning Ordinance requires 46 spaces for a 12,000 square foot use of this kind, a ratio of one space per 250 square feet of tenant area.

6. Good Neighbor employs a fleet of four fifteen passenger vans to shuttle clients to and from the site as

well as for transportation to off-site activities. Vans will be parked at this location in assigned spaces in the parking lot (Exhibit E).

7. Good Neighbor will be open to employees between the hours of 6:30 am and 7:00 pm. Developmentally disabled clients will be on the premises between 8:00 am and 3:00 pm.

8. The total space requested by Good Neighbor is approximately 12,000 square feet. Approximately 5,000 square feet is allocated to offices restricted to employees only. The remaining 7,000 square feet is classroom, where clients will receive their instruction and participate in activities.

9. The applicant states that the average number of clients and staff at the center at any given time during business hours will be around 60, with a maximum of 70. Good Neighbor staff is licensed and trained in First Aid and CPR, amongst other skill sets relevant to this type of work.

10. Good Neighbor will not provide meals for clients on site. All clients must bring their own food for lunch and staff will assist in preparation. The facility will have a typical office kitchen, including a microwave, refrigerator, and toaster, but will have no cooking facilities.

11. No onsite improvements or alterations to the exterior of the Faith Plaza buildings are proposed to accommodate this use.

12. Good Neighbor has been operating out of Suites J, K, L, and M of this property since May 2006 after the city issued a business license for an office use at that location. When it was discovered that the use of the property was better described as a social service support center, the applicant filed an application for Conditional Use Permit approval to bring the use into conformance. The City has allowed Good Neighbor to remain operational at this location while the application was being processed. Should the request be denied, Good Neighbor will be required to vacate the property.

PARTICIPATION:

The applicant conducted a neighborhood meeting on December 20, 2006, at 919 N. Dysart Road, Suties L and M. Letters were mailed to 10 property owners on November 30, 2006. A sign was posted on the property on December 4, 2006. The neighborhood meeting was advertised in the West Valley View on December 5, 2006. No citizens attended the meeting.

A notice of the Planning Commission hearing was published in the West Valley View on October 2, 2007 The property was posted on October 2, 2007. Letters were mailed out to 10 property owners on September 24, 2007. No citizens spoke during the public hearing for this item.

A notice of the November 19th City Council hearing was published in the West Valley View on Tuesday, October 30, 2007. The property was posted on November 2, 2007. Notification letters were mailed to 10 property owners within 500 feet of the site on October 25, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 18, 2007, and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. The proposed use shall conform to the narrative and site plan dated October 3, 2007. Expansion of the use beyond what has been presented shall require an amendment to the Conditional Use Permit.

2. Passenger vans may not be parked in handicapped parking spaces except at times of loading and unloading of clients. Vans must be moved to their assigned parking spaces, shown in Exhibit E after client drop off is complete. Parking spaces must be striped or signed to prohibit use by the general public.

3. No more than five Good Neighbor passenger vans shall be parked on the site at any one time. Additional vans must be stored in an allowable location elsewhere.

ANALYSIS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. The burden of proof rests with the applicant. Each finding is presented below along with staff's analysis.

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.

The subject property is designated as employment on the Land Use Map of the General Plan. The existing C-2 (Community Commercial) zoning on the property is not consistent with the General Plan designation, however the use is allowed in C-2 subject to a Conditional Use Permit. In cases where existing zoning is in conflict with the General Plan designation on a property, zoning supersedes the General Plan. Dysart Road is developed with a mix of retail, office, and light industrial types of uses. The general character of this use is consistent with the desired character for the Dysart Road corridor.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The general character of the Good Neighbor center, taking into account factors such as hours of operation, intensity of use, and parking demand, is similar to that of an office use. The center will not substantially change the look or character of the buildings on the subject site or adversely affect the character of the surrounding area. Additionally, there will be no outdoor storage, or ongoing outdoor activity to differentiate this use from any other use in the Faith Plaza complex.

Good Neighbor has operated at this location for more than one year while this application was in review. Over this period of time, no complaints or concerns were voiced to city staff by surrounding business owners or residents in the area relating to this use. The Good Neighbor use is not detrimental to surrounding properties, neighborhoods, or the public welfare.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

The proposed use is located in an existing commercial center. The site currently meets all required development standards, including parking, landscaping, setbacks, and storm water retention. Staff has analyzed the site and has determined that it will be able to accommodate the proposed use.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The site is accessible from Dysart Road. Since all clients are brought to the site via passenger vans, the facility will generate limited traffic beyond employee comings and goings. As a result, it can be anticipated that Good Neighbor will generate fewer trips to the site and require fewer parking spaces than a conventional office occupying the same space.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Three stipulations are included in the recommendation. Stipulation 1 is a standard stipulation tying the approval of the Conditional Use Permit to the information that was submitted by Good Neighbor. Stipulations 2 and 3 are designed to limit the impact of this particular use on other tenants of Faith Plaza.

RECOMMENDATION:

The proposed conditional use meets all required findings. Planning Commission recommends the City Council **APPROVE** the Conditional Use Permit.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application CU-06-16, a request for a Conditional Use Permit for a social service support center in the C-2 (Community Commercial) zoning district, subject to the three recommended stipulations.

ATTACHMENTS:

Click to download

- Exhibits A-F

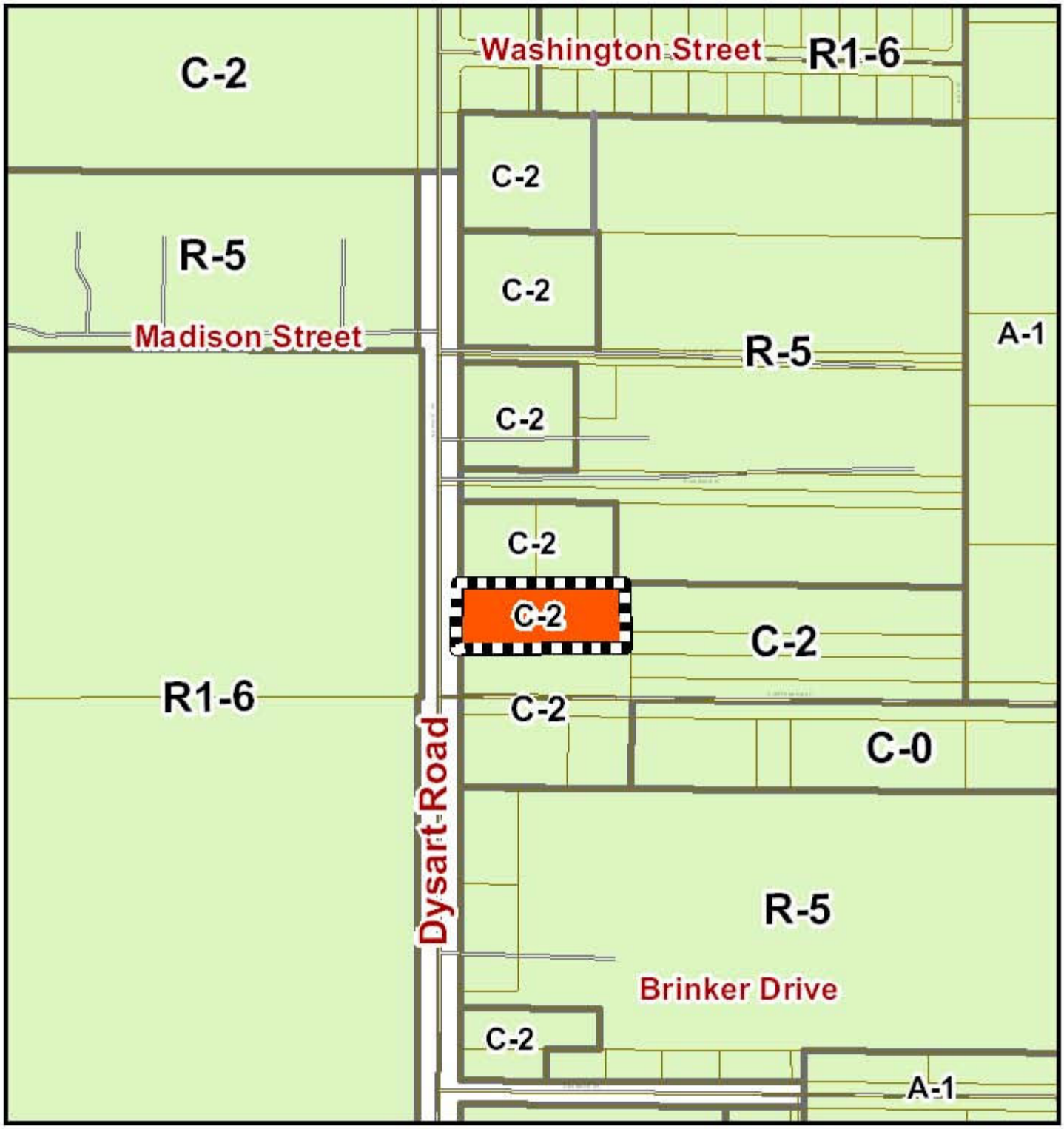
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

ATTACHMENTS

Exhibit A Zoning Vicinity Map
Exhibit B Aerial Photo 2007
Exhibit C Summary of Related Facts
Exhibit D Applicant's Narrative and Description of Business, dated October 3rd, 2007
Exhibit E Faith Plaza Site Plan
Exhibit F Draft Planning Commission Meeting Minutes from October 18, 2007

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

2007 Aerial Photograph

Avondale

Subject Property

N

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-06-16

THE PROPERTY	
TENANT AREA	Approximately 12,000 SF
LOCATION	919 N. Dysart Road, Suites J, K, L, M, P, Q, R, S, T, and U
PHYSICAL CHARACTERISTICS	None
EXISTING LAND USE	Existing Faith Plaza office center, Phase II currently under construction
EXISTING ZONING	C-2 (Community Commercial)
ZONING HISTORY	Annexed on June 18, 1956; Rezoned from R-5 (Multi-Family Residence General) to C-2 (Community Commercial) in 1990.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	C-2 (Community Commercial) - Automotive
EAST	C-2 (Community Commercial) - Vacant
SOUTH	C-2 (Community Commercial) - Vacant
WEST	R1-6 (Single Family Residential) – Agua Fria High School
GENERAL PLAN	
The subject property is designated as Employment on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor (K-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Dysart Road	
Classification	Arterial Street
Existing half street ROW	40 feet
Standard half street ROW	65 feet
Existing half street improvements	Two traffic lanes, curb, gutter, attached sidewalk, and street lights.
Standard half street improvements	Two traffic lanes with center turn lane. Bike lane. Curb, gutter, detached sidewalk, landscaping and street lights.

UTILITIES
There is an existing 8” water line in Dysart Road which ties into this site. There is an existing 8” sewer line in Dysart Road which ties into this site.

City of Avondale – Conditional Use Permit Narrative

Good Neighbor Support Center provides continuing adult education to the developmentally disabled. Our program's curriculum is a combination of center based activities and applied community outings. We transport our clients to the program in the morning where they separate into groups and are subject to classroom instruction. Next, clients are transported out into the local community where they can apply what they have learned in real world situations. At the end of each day the clients are then transported from our program center back to their homes or place of residence.

1. **Consistency with the General Plan, Zoning Ordinance, and other city codes and regulations**

   The General Plan designates this property for employment use. The City of Avondale Zoning Map lists this property as being zoned C-2 (Community Commercial).

   The Zoning Ordinance requires a Conditional Use Permit for public service uses in the C-2 (Community Commercial) zoning district. Upon approval of the CUP, Good Neighbor will be in full compliance with zoning ordinance requirements. The site has been developed in accordance with Avondale's development standards.

2. **General compatibility of the proposed use with adjacent property**

   With the exception of the loading and unloading of our clients, the operations of the Good Neighbor center are conducted entirely within the tenant suites. As a result, we will not interfere with the automotive shop to the north. Properties to the south and east are not currently developed.

3. **Site and building design**

   Good Neighbor will be occupying suites J, K, L, and M in the Faith Plaza center Phase I. Upon completion of Faith Plaza Phase II, which is currently under construction, Good Neighbor will expand into suites P, Q, R, S, T, and U. Both

the design of the site and of the buildings meet City of Avondale standards and have been designed to accommodate uses of a more intensive nature than Good Neighbor. Good Neighbor is proposing no changes to the building architecture or site layout.

4. **Ingress and egress to the property and proximity to street intersections in the immediate vicinity**

   Vehicles come and go from the property through normal driveway means. The entrance and exit to and from the property is connected to the east side of Dysart Rd, and is one half mile south of Van Buren and One half mile north of Buckeye Rd. or MC85. The property can also be accessed through the U shaped driveway which connects to the north side Jefferson to the south of the property. Closest major intersections with traffic signals are Dysart and Van Buren to the north and Dysart and Riley to the south.

5. **Internal vehicular circulation including emergency and delivery vehicles.**

   Internal vehicle circulation including emergency and delivery vehicles will enter and exit through normal driveway means from either Dysart or Jackson. Because of the U shaped driveway between Dysart and Jackson there shall be no impedance to any vehicle navigation and may move freely about the property.

6. **Pedestrian considerations**

   The approved site plan provides for a pedestrian circulation plan. No changes to the approved site plan are proposed.

7. **Volume and Character of traffic**

   The volume and character of traffic will include but not be limited to four 15 passenger vans to shuttle our clients around. These vans will arrive and depart the property approximately 6 times a day each. Passenger vans will not be stored or reside overnight at this location at this point in time but would like the option left open for future use. In addition, we will have 8 to 12 employee vehicles coming and going at any give time during business hours.

8. **Off-street parking and loading**

   Off street parking and loading will include but not be limited to the four 15 passenger vans and 8 to 12 employee vehicles at any given time during normal working hours. No special requirements for loading besides normal parking spaces and the general parking lot.

9. **Impact on public services, including utilities, schools, and recreation**

Good Neighbor's support centers impact on public services, including utilities, schools and recreation will bee nominal. We require nothing more than ordinary use of utilities, public services, schools and recreation other than providing the local school districts with after school programs for the special needs students.

10. **Screening and buffering of uses**

No screening or buffering besides normal parking lot screening is necessary because of this use.

11. **Proposed outdoor activities or storage**

Proposed outdoor activities will include limited physical activities, such as walking, car washes, and open house. No outdoor or exterior storage is proposed. Four overnight parking spaces might be required in the future for our 15 passenger vans.

12. **Hours of operation**

Good Neighbor Support Center hours of operations are from 6:30am to 7:00pm. Program clients arrive around 8:00am and depart around 3:00pm.

13. **Exterior lighting with reference to adjacent properties**

No changes to the exterior lighting of the Faith Plaza are proposed.

14. **Noise, smoke, odor, dust, vibration, or illumination created by the proposed use.**

The proposed use will create no atypical noise, smoke, odor, dust, vibration, or illumination.

DESCRIPTION OF ACTIVITIES

Clients are picked up at their place of residence and transported to the program location by Good Neighbor vehicles. Once clients have arrived to the program location, they assemble and attendance is taken. Clients are then split up into groups of 4 individuals according to skill and functioning level, their goals and objectives, and the activities scheduled for the day. Groups are then assigned a group leader for the day and then dispersed by the group activity schedule.

Groups which are assigned to center based activities stay at the program and proceed with their schedule and assignment sheet. Groups that are assigned to off-site activities are given an assignment sheet for the day, which is an attendance roster, activity list and what the client is going to do for lunch that day. Clients are then loaded on to the vans and transported to their activities. When clients are finished with their off-site activities, attendance is taken again, and they are loaded back on to the vans and transported back to the program. Clients then spend the rest of their time at the program performing various activities until they are transported home for the evening.

The average days per week that a client goes off-site versus stay on-site for the day would be off-site 3-4 days a week and would stay on-site 1-2 days a week. Activities that take place within the center are: arts and crafts, cold meal preparation and cooking classes with food brought by clients, dog therapy, recreational and educational games, adaptive aerobics, computer classes and one-on-one instruction, individual goal and objective based lesson plans and instruction, morning calendar activity.

An average number of people, clients and staff, who occupy the center at any given time would be a maximum of 70, and an average of 60. Further detail of physical activities, both indoor and outdoor. Indoor physical activities would include aerobics videos, stretching and range of motion, Outdoor physical activities include volley ball, bad mitten, golf, hiking, fishing, walks at the park, playground activities, national parks, and bowling.

Information regarding company vans.

Good Neighbor has and operates four 15 passenger vans around the west valley. Each van has an average of 14 passengers, one transportation aide and a driver. The vans are sent out in 4 separate routes. One van travels west as far as Tonopah. Another van travels east, towards Phoenix. The last two vans travel between Avondale, Goodyear, Tolleson, and Phoenix. At this time, we are storing 2 to 3 vans at the 919 N. Dysart Rd.

address. If more storage is ever needed in the future at the 919 N. Dysart address, the van would be parked in front of the business overnight for use the next day.

Good Neighbor Staff

Staff receives required training and state licensing including First Aide and CPR, Client intervention training 1 & 2, Article 9(clients rights), medication administration, universal precautions, attendant care practices, habilitation, Good Neighbor policy and procedures, communication skills. In addition, no medical care is given or takes place at the program.

Who attends Good Neighbor?

Clients come to Good Neighbor through a referral service from the Department of Economic Security. The person who would receive services must be a resident of Arizona except in the case of minors or adults who have a guardian whose residency is deemed to be the same as that of the custodial parent(s) or the guardian. Admission into the program is voluntarily, meaning that no admission to services may be made for any person without the consent of the legally responsible person (parent, guardian or the person him/herself). A child under the age of six years may be eligible if there is a strongly demonstrated potential that the child has or will have a developmental disability as determined by appropriate tests. For people over the age of six years, admittance into the program requires a diagnosis of at least one of the following conditions: Epilepsy, cerebral palsy, mental retardation, and autism.

Clients generally have substantial functional limitations in three of the seven major life areas, including:

- Self-care: Eating, hygiene, bathing, etc.
- Receptive and expressive language: Communicating with others
- Learning: Acquiring and processing new information
- Mobility: Moving from place to place
- Self-direction: Managing personal finances, protecting self-interest, or making independent decisions which may affect well-being
- Capacity for independent living: Needing supervision or assistance on a daily basis
- Economic self-sufficiency: Being able to financially support oneself.

An average time a client would use Good Neighbor support services could be anywhere from 30 days to many years.

Information on the floor plan

Good Neighbor currently occupies suites J, K, L, M, with plans to expand into suites P, Q, R, S, T, U at 919 N. Dysart Rd. Suites J, K, L, and S are solely used for offices. The remainder of the suites, M, P, Q, R, T, and U are classroom suites. Each suite has its own bathroom with a sink and toilet. Suite L has a changing room at the

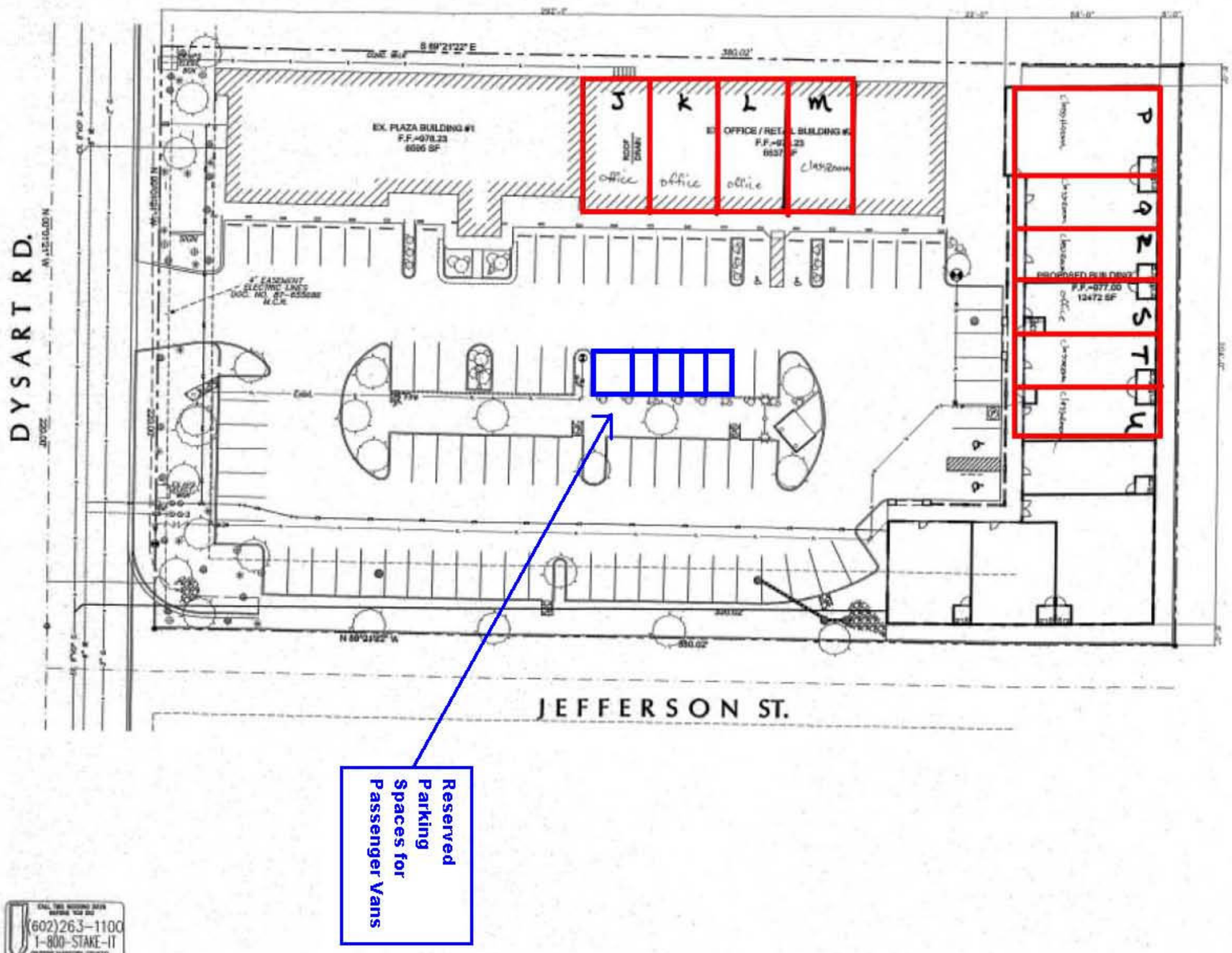
back of the suite and a 3 desk office space against the far west wall. The four station computer lab for the clients is also in this suite along with 2 music stations. Suite M contains a small kitchen area at the back of the suite and has a sink, refrigerator, 2 microwaves, and counter space. The rest of the suite areas are open for group activities and contain tables, chairs and personal storage units.

Description of meal preparation or service on-site

Good Neighbor does not provide meals nor do we have a meal service. Good Neighbor clients bring their own food for lunch and staff will help them with preparation. Good Neighbor does provide instruction on cold meal preparation as part of a client's independent living skills curriculum. We have 2 microwaves, a refrigerator, and a toaster. We have no oven.

PREPARED EXCLUSIVELY FOR PAUL J. FAITH

MARICOPA COUNTY



MICHAEL C. DAILY
DESIGN CONSULTANTS LLC
"Home Designs for Southwestern Living"

DESIGNER:
MICHAEL C. DAILY DESIGN CONSULTANTS, LLC
116 OLD LITCHFIELD RD. SUITE B
LITCHFIELD PARK, AZ. 85340

PHONE: (623) 935-9000
FAX: (623) 935-7473

OWNER: PAUL J. FAITH
PHONE: (623) 932-0430

SITE ADDRESS:
918 N. DYSART RD.
AVONDALE, ARIZONA

ZONING
C-2

FLOODPLAIN DESIGNATION
ZONE X

City of Avondale
APPROVED
MAR 2 6 2007
Building Division

CONSTRUCTION TYPE: 5B
OCCUPATION GROUP: B, M & A-3

SITE AREA = 93,899 S.F./(1.91 ACRES)

BUILDING SETBACKS:
FRONT: 0'
REAR: 0'
SIDES: 0'

BUILDING HEIGHT: 31'
ALLOWED: 2 STORY - 30' MAX.
PROVIDED:
6696 S.F. EXISTING BUILDING E1
6150 S.F. EXISTING BUILDING E2
12,472 S.F. PROPOSED BUILDING

25,340 S.F. TOTAL

LOT COVERAGE:
ALLOWED: % X 93,899± S.F.
PROVIDED: 25,340 UNDER ROOF
% OF COVERAGE= 30.6 %

NOTE: FINISHED FLOOR ELEVATION IS TO BE SET FREE FROM INUNDATION FROM THE 100 YEAR FLOOD PLAIN UNLESS NOTED OTHERWISE. THIS SITE PLAN HAS BEEN DRAWN WITHOUT BENEFIT OF A SURVEY. DEPICTED TOPOGRAPHY IF ANY! AND SHOULD BE CONSIDERED APPROX. CONTRACTOR TO FIELD VERIFY ALL SITE CONDITIONS INCLUDING BUT LIMITED TO TOPOGRAPHY, FILL, PROPOSED STRUCTURE LOCATION PRIOR TO CONSTRUCTION.

MARICOPA COUNTY
VICINITY MAP

site

(602)263-1100
1-800-STAKE-IT

SCALE : 1" = 20'-0"

REGISTERED ARCHITECT

PARCEL #500-23-011C

A PORTION OF THE SOUTHWEST QUARTER OF THE THE NORTHWEST QUARTER OF SECTION 11 TOWNSHIP 1 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY ARIZONA

DRIVING DIRECTIONS

FROM FWY I-10 AND DYSART RD. SOUTH ON DYSART TO SITE ON LEFT HAND SIDE AT NORTHWEST CORNER OF DYSART RD & JEFFERSON ST.

Excerpt of the Draft Minutes of the regular Planning Commission meeting held October 25, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
Edward Meringer, Vice Chair
Michael Alcorn, Commissioner
Alan Lageschulte, Chairman

COMMISSIONER ABSENT
David Iwanski, Commissioner (Excused)

CITY STAFF PRESENT
John Vater, Planner, Development Services
Ken Galica, Planner II, Development Services
Brian Berndt, Development Services Director

APPLICATION NO. CU-07-5

APPLICANT: Mr. Jim Skelton, Good Neighbor Support Services
919 N. Dysart Road, Suites L&M
Avondale, AZ 85323

REQUEST: This is a request for Conditional Use Permit approval for a social service support center in the C-2 (Community Commercial) zoning district. The subject site is located at 919 N. Dysart Road, Suites J, K, L, M, P, Q, R, S, T, and U.

Ken Galica, Planner II, Development Services Department, stated this was a request for a Conditional Use Permit (CUP) for a Social Service Support Center in the C-2 (Community Commercial) zoning district. He explained that the applicant, Good Neighbor Support Services, provides continuing education and recreational opportunities for the developmentally disabled. He described the proposed location of the facility to be in the Faith Plaza Office Center located at 919 N. Dysart Road, which property is zoned C-2, allowing for public service and community uses subject to approval of a CUP. Mr. Galica described the surrounding properties to include an auto parts store, Agua Fria High School, and two vacant properties to the south and east. He reported that the applicant wishes to occupy 10 suites totaling approximately 12,000 square feet and stated the center will serve as a place for adults with development disabilities to gather for educational, professional, and recreational activities to include arts and crafts, computer classes and aerobics, and it will serve as a departure point for offsite activities and field trips. He clarified that on-site activities will take place within the building, and roughly 5,000 square feet of the building will be devoted to office and clerical use, and the remaining approximately 7,000 square feet will be devoted to classroom/activity room space. He noted the hours of operation as 6:30 a.m. to 7:00 p.m. with clients on the premises between 8 a.m. and 3 p.m. Mr. Galica pointed out that the applicant expects between 60-70 persons onsite during business hours. He reported that Good Neighbor employs a fleet of passenger vans to shuttle clients, which will be required to park in marked parking spaces, and otherwise, the majority of traffic will be generated by employees.

Mr. Galica explained that the Zoning Ordinance requires five findings to be met prior to granting a Conditional Use Permit. 1) Dysart Road is currently developed with a mix of retail, service and light industrial uses, and the general character of the applicant's proposed use is in line with the existing character of Dysart Road. 2) The approval of this CUP will have no affect on the look or character of the buildings on the site and the use will not adversely affect the character of the surrounding area. He pointed out that Good Neighbor has operated at this location for over a year while this application has been in

review, with no complaints from any surrounding property owners. 3) The proposed use is located in an existing commercial center which meets all required development standards, including parking, retention, landscaping, etc. 4) The site has full access to Dysart Road and as clients are shuttled to and from the site for the most part, traffic generated by the proposed use will be low. 5) The proposal contains adequate measures and stipulations to mitigate any potential adverse impacts on surrounding properties.

He summarized that Staff finds that all five findings have been met and Staff recommends approval of this application with three stipulations. Mr. Galica stated he was available to answer questions, and the applicant, Mr. Jim Skelton, Good Neighbor Support Services, was also present as well.

Chairperson Lageschulte invited questions for Staff.

Commissioner Copeland inquired what was to the right of Suites M and U. Mr. Galica explained those were suites that were not occupied by Good Neighbor and recommended asking the applicant for more specifics.

Chairperson Lageschulte invited further questions, and hearing none, invited Mr. Skelton to address the Commission.

Mr. Jim Skelton, Good Neighbor Support Services, 919 N. Dysart Rd, Avondale, AZ, came forward and provided a more detailed response to Commissioner Copeland's question. He explained that the occupant of the suite next to Suite M was a church that did not use the suite during the week, and as for the suites adjacent to Suite U, he explained those were still new buildings and those suites were not currently occupied.

Chairperson Lageschulte asked if this was a new building. Mr. Skelton stated the original building consisting of Suites J, K, L, and M had been there for a while, and the other building consisting of Suites P, Q, R, S, T, U and the additional suites were part of the project's second phase which was just being completed.

Commissioner Grimsley asked the applicant would it not be more conducive to take Suites J, K, L, and M adjacent, and take up those four suites as opposed to breaking up the property. Mr. Skelton explained that Suites J and K are used for office space and Suites L and M are currently support service space. He informed the Planning Commission that their plan was to move office space J, K, L, and M and keep Suite M as an additional classroom, and Suites P, Q, R, S, T and U will become their new main facility. Commissioner Grimsley stated on their appendix it lists Suite S as office. Mr. Skelton apologized, stating Suite S will be the main entry suite for the programs. He expanded, stating that right now Suites L and M do not have an entry suite and so it was conducive for them to protect the clients by creating Suite S as a new entry suite for the public to enter through.

Commissioner Copeland asked if the applicant was not concerned about who may occupy the vacant suite next door. Mr. Skelton explained that they plan to channel the public through Suite S where the receptionist will be, and all the other suites will have arrows indicating to enter at Suite S.

Commissioner Webster asked for confirmation that Suite M would be used as an additional classroom. Mr. Skelton confirmed that was correct and explained it has kitchen space and they would like to use it for clients to do extra activities, eating lunch, and for children's after school programs. Commissioner Webster asked was there a concern with clients traveling from one suite to another. Mr. Skelton replied no, because there is a strict 4 to 1 ratio of clients to supervisors and at no time are any clients left alone whatsoever.

Commissioner Grimsley inquired if the applicant was anticipating clients from Agua Fria High School to come over for the after school programs. Mr. Skelton replied they offer an after school program currently and apologized that they listed the client hours between 8 to 3, because the after school program runs from 3 to 7 p.m.

Chairperson Lageschulte asked for further questions, and hearing none, thanked Mr. Skelton. Chairperson Lageschulte opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte invited further questions for Staff or the applicant, and hearing none, asked for a motion.

Commissioner Grimsley **MOVED** that the Planning Commission accept the findings and recommend approval of application CU-06-16, a request for a Conditional Use Permit for a social service support center in the C-2 (Community Commercial) zoning district. Vice Chair Meringer **SECONDED** the motion.

ROLL CALL VOTE	
Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Aye
Commissioner Iwanski	Excused

THE MOTION PASSED UNANIMOUSLY.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for Pete & Mac's Pet Resort (CU-07-5)

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for a Pet Boarding and Day Care Facility and Veterinary Clinic in the C-2 (Community Commercial) zoning district.

PARCEL SIZE: Approximately 2.18 acres

LOCATION: North side of Rancho Santa Fe Boulevard between Dysart Road and McDowell Road

APPLICANT: Ms. Heidi Kimzey, Fennemore Craig, PC

BACKGROUND:

The property was annexed in 1964 and rezoned to C-2 (Community Commercial) on December 30, 1996. The current zoning on the property remains C-2. A final plat for WAM Enterprises Center, of which this parcel is a part, was approved by the City Council on January 16, 2007.

A text amendment to the Zoning Ordinance to allow for Pet Boarding and Day Care Facilities in the C-2 district subject to a Conditional Use Permit was approved by the City Council on September 18, 2006. This approval created a set of 10 conditions that must be met prior to approval of the CUP.

SUMMARY OF REQUEST:

1. The applicant is requesting conditional use permit approval to operate a Pete & Mac's Pet Resort and veterinary clinic in the C-2 (Community Commercial) zoning district. Pet boarding and day care facilities and veterinary clinics are permitted in the C-2 district subject to a Conditional Use Permit.

2. The proposed 23,411 square foot building will accommodate three pet related uses: A pet day care and boarding facility, an emergency animal clinic, and an animal eye care specialist. The emergency animal clinic will be open seven days a week, twenty-four hours a day. The pet boarding and day care facility and animal eye care center will be open as follows:
- Monday through Friday – 6:30 am – 7:00 pm
- Saturday – 8:00 am – 5:00 pm
- Sunday – 12:00 pm – 6:00 pm

(Pete and Mac's will have employees present at all times for emergency purposes)

3. The Pete & Mac's facility will provide a range of pet services including daycare, grooming, training, and short and long term boarding. The boarding of animals will take place entirely within the fully enclosed building.

4. The site contains a 2,632 square foot outdoor animal exercise area attached to the west side of the Pete & Mac's facility. This area will be enclosed by an 8 foot masonry wall and covered with a permanent metal canopy. Animals in the facility will not have free access to this outdoor play area and will be supervised at all

times when outdoors.

5. All outdoor activity, with the exception of the picking up and dropping off animals, will be limited to the 2,632 square foot enclosed play area.

6. The emergency animal clinic will provide critical medical care to pets. The proposed animal eye care clinic will provide specialized eye care services for pets. All operations associated with the emergency clinic and eye care facility will take place indoors.

7. The applicant is proposing landscaping which greatly exceeds zoning ordinance requirements in both quantity and size. Whereas the Zoning Ordinance requires 9,096 square feet of landscaping on the site, 28,672 square feet is being provided. Likewise, where the Zoning Ordinance requires 25 percent of all trees to have 2 inch calipers, 100 percent of all trees on site will meet this larger standard.

8. The Zoning Ordinance requires 75 parking spaces for this site. The applicant is providing 79 spaces, including four ADA accessible spaces.

9. Access to the site will be provided off of Rancho Santa Fe Boulevard via a drive aisle at the northeast corner of the property and a second, shared drive aisle at the southwest corner of the property. Both access points will allow for full turning movements into the site.

10. The proposed site plan is pedestrian friendly with a 300 square foot shaded pedestrian refuge on the site. This area will incorporate pedestrian seating and be shaded by two tranquility trees. Additionally, drive aisle crossings will utilize stamped concrete pavers to denote safe locations to cross.

11. On site retention will be provided via a combination of landscaped surface retention basins and underground storage tanks. All stormwater retention requirements are being met.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 5:00 p.m. on July 18, 2007 at City Hall in the Ocotillo conference room. The neighborhood meeting was advertised in the West Valley View on July 3, 2007. The property was posted on July 3, 2007. Notification letters were mailed to 13 property owners within 500 feet of the subject site on July 2, 2007. According to materials presented by the applicant, no citizens attended the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on October 2, 2007. The property was posted on October 2, 2007. Notification letters were mailed to 13 property owners within 500 feet of the subject site on September 24, 2007. No citizens spoke during the public hearing for this item.

A notice of the November 19th City Council hearing was published in the West Valley View on Tuesday, October 30, 2007. The property was posted on November 2, 2007. Notification letters were mailed to 10 property owners within 500 feet of the site on October 25, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 18, 2007, and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. The proposed use shall conform to the site plan and landscape plan dated September 10, 2007, narrative dated August 30, 2007 and floor plan dated March 30, 2007.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

3. The building shall be constructed in a manner which limits exterior noise from activities inside the building to a maximum of 45 DBA measured at the exterior building wall. A statement from a registered

architect to this effect is required at the time of construction plan submittal.

ANALYSIS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. Each finding is presented below along with staff's analysis.

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.

The subject property is designated as Freeway Commercial on the General Plan Land Use Map and the Freeway Corridor Specific Plan. The existing C-2 zoning is consistent with the Freeway Commercial designation of the General Plan. The proposed use is allowed in the C-2 district subject to a conditional use permit.

The properties along Rancho Santa Fe Boulevard are developed with a combination of retail, service, and office types of uses. The hours of operation, traffic generation, and parking demand, associated with this use are consistent with the existing character of the Rancho Santa Fe corridor.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

Animal related uses, if located in inappropriate locations or poorly designed structures, can have a detrimental impact on surrounding properties and/or neighborhoods. For this reason, the zoning ordinance was amended to allow these types of uses only if they could meet a set of performance criteria designed to mitigate any effects on surrounding properties.

The conditions that the Zoning Ordinance sets for are as follows, with a brief discussion of how this proposal meets these requirements after each condition:

1. *Direct access shall not be provided from animal housing units to the outside of the building*

The building has been designed not to allow for any animal to be able to access the exterior of the building unsupervised. The applicant has stated that animals will not be allowed to run free at any time while on site.

2. *Buildings shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty-five (45) DBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.*

The applicant has stated that this requirement will be met. A statement from an architect will be required when plans are submitted for construction review and a stipulation has been added as part of this report.

3. *Outdoor walks and exercise must take place within specified play/exercise areas.*

The applicant has agreed that all outdoor walks, exercise, and play will take place within the 2,632 square foot outdoor play area. The only time when the animals will be outside of this play area will be when they are being dropped off or picked up.

4. *Animals must be supervised by a facility employee at all times when in an outdoor play/exercise area.*

The applicant has agreed that animals that are in the outdoor play area will be constantly supervised and

that dogs that are barking uncontrollably will be immediately taken inside.

5. Animals shall not be allowed outside between the hours of 7:00 pm and 7:00 am.

The applicant has agreed that animals will be restricted to the indoor portion of the facility between 7:00 pm and 7:00 am.

6. Buildings shall be setback a minimum of one hundred feet from any residential district.

At its nearest point, the Pete & Mac's building is roughly 160 feet from the R-4 (Multi-Family Residential) district to the east.

7. Outdoor play/exercise areas shall be setback a minimum of 250 feet from any residential district.

At its nearest point, the outdoor play area is roughly 325 feet from the R-4 (Multi-Family Residential) district to the east.

8. A solid block wall with a minimum height of eight (8) feet shall enclose the perimeter of any outdoor play/exercise area.

The applicant is providing an 8' masonry wall around the perimeter of the outdoor play area. The wall is designed to appear as part of the building, utilizing the stone veneer used elsewhere along with columns and metal accents.

9. Animal waste shall be removed from outdoor play/exercise areas every five hours during time periods when these areas are in use.

The applicant's narrative states that animal waste within the outdoor play area will be removed immediately. Additionally, the outdoor area will be sanitized daily with a hospital grade disinfectant.

10. Solid animal waste must be bagged separately from other refuse.

The applicant has stated that Pete & Mac's will contract with an animal waste specialist to dispose of any pet waste that is not captured in its sanitation system.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

The proposed site plan allows for safe on-site circulation. All setback requirements have been exceeded by this project.

The applicant is providing a total of 79 parking spaces on the site, exceeding required parking minimums by four spaces. The Zoning Ordinance requires 1 parking space for each 250 square feet of non-retail commercial public space. Non-public areas, such as storage rooms or boarding areas, are parked at a ratio of 1 space for each 500 square feet. ADA requirements are met with the provision of four handicapped spaces on site.

Zoning Ordinance requirements for screening are met by the site plan. A decorative 3' screen wall is provided to screen parking from Rancho Santa Fe Boulevard. An 8' decorative wall is provided to screen and enclose the outdoor animal play area.

Landscaping exceeds Zoning Ordinance requirements. All trees on site will be 24 inch box variety and have calipers with a minimum thickness of two inches measured four feet above grade. 9,000 square feet of landscaping is required on this site. The applicant is proposing over 28,000 square feet of landscaping.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The site has two full access points onto Rancho Santa Fe Boulevard. Rancho Santa Fe Boulevard is a major collector capable of carrying traffic to this site.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Three stipulations are attached to this approval. The third stipulation reiterates the requirement that a statement from a registered architect will be required prior to the issuance of a building permit.

RECOMMENDATION:

The proposed conditional use meets all required findings. Staff recommends that the City Council **APPROVE** the Conditional Use Permit.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** Application CU-07-5, a request for a Conditional Use Permit for a Pet Boarding and Day Care Facility and Veterinary Clinic in the C-2 (Community Commercial) zoning district.

ATTACHMENTS:

Click to download

- Exhibits A-H

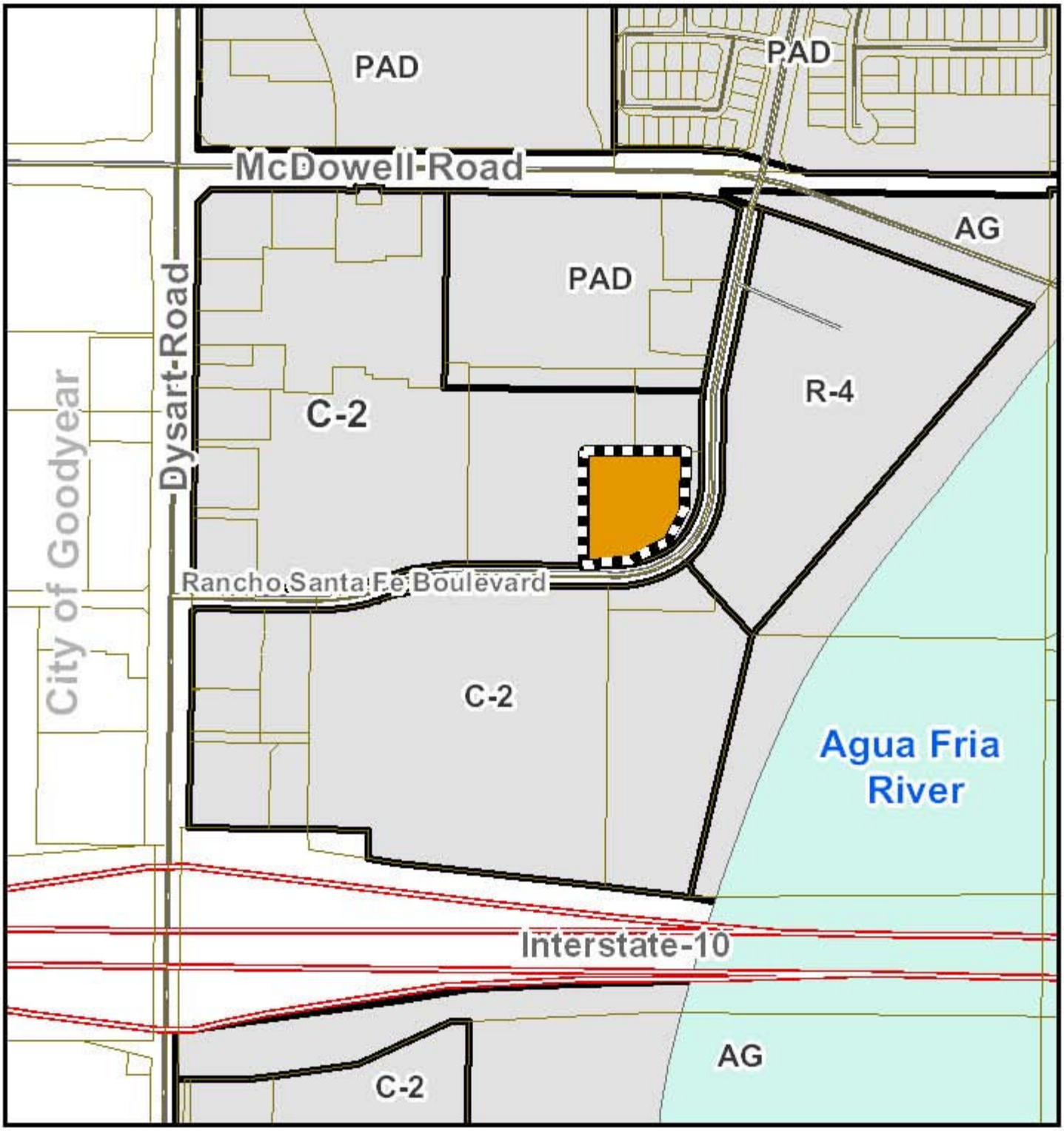
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

ATTACHMENTS

Exhibit A Zoning Vicinity Map
Exhibit B Aerial Photo 2007
Exhibit C Summary of related facts
Exhibit D Applicant narrative, date stamped August 30, 2007
Exhibit E Proposed site plan, date stamped September 10, 2007
Exhibit F Proposed landscape plan, date stamped September 10, 2007
Exhibit G Proposed floor plan, date stamped March 30, 2007
Exhibit H Draft Planning Commission Meeting Minutes from October 18, 2007

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

2007 Aerial Photo

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-07-5

THE PROPERTY	
PARCEL SIZE	2.18 acres
LOCATION	North side of Rancho Santa Fe Boulevard between Dysart Road and McDowell Road, directly across from the LA Fitness development.
PHYSICAL CHARACTERISTICS	Pie shaped parcel on the inside of the Rancho Santa Fe Boulevard curve.
EXISTING LAND USE	Vacant
EXISTING ZONING	C-2 (Planned Area Development with C-2 uses)
ZONING HISTORY	Annexed in 1964 and rezoned to C-2 in 1996.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	C-2 (Community Commercial) – Desert Vista Professional Center
EAST	R-4 (Multi-Family Residential) – Rio Santa Fe Apartments
SOUTH	C-2 (Community Commercial) – LA Fitness plaza
WEST	C-2 (Community Commercial) – WAM Retail Center (in construction)
GENERAL PLAN	
The subject property is designated as Freeway Commercial on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor Elementary School (K-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Rancho Santa Fe Boulevard	
Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	One traffic lane with half center turn lane, bike lane, curb and gutter, attached sidewalk, and landscaping.
Standard half street improvements	One traffic lane with half center turn lane, bike lane, curb and gutter, attached sidewalk and landscaping.

UTILITIES
There is an existing 8” water line in Rancho Santa Fe Boulevard. There is an existing 8” sewer line in Rancho Santa Fe Boulevard.

EXHIBIT D

RECEIVED
DIVISION
CU-07-5

PET BOARDING AND DAYCARE FACILITY AND VETERINARY CLINICS

A Commercial Development
at the
Southeast corner of Rancho Santa Fe Boulevard between
Dysart Road and McDowell Road

Case No. CU-07-5

PROJECT NARRATIVE
FOR
CONDITIONAL USE PERMIT

March 29, 2007
Revised June 22, 2007
Revised August 28, 2007

Project Team

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PROJECT NARRATIVE

I. INTRODUCTION.

The purpose of this request is to process a conditional use permit to allow a Pete & Mac's pet resort, an emergency animal clinic, and a specialized eye care center for animals (collectively the "**Pet Care Facilities**") on approximately 2.09 gross acres located on Rancho Santa Fe Boulevard between Dysart Road and McDowell Road (the "**Site**"). The Site will consist of approximately 23,411 square feet of space to be used for the aforementioned animal health services. The requested conditional use permit will allow the development of Pet Care Facilities to serve the surrounding community.

As discussed, below, the pet resort, emergency animal clinic, and eye care for animals center nicely complement each other and allow for a "one-stop shop" for all of one's pet care needs. Pete & Mac's has been operating in conjunction with veterinarian investors to provide upscale recreational resorts for pets since 1999. The company provides modern, clean and comfortable multi-purpose pet care facility that provides a wide range of services, including daycare, grooming, short and long-term boarding and training. Pete & Mac's provides the finest amenities for the pets that it serves including:

- Pet-friendly enclosures. There are no cramped, stacked wire cages. Pete & Mac's features stainless steel and glass block enclosures for maximum comfort and lighting, some even containing TV's;
- Pete & Mac's Day Spa: Bathing, drying, grooming and shed control services;
- An ample outdoor play area complete with toys, slides and play pools;
- Special Events: Summer camp, holiday parties, Paws & Crafts days, and more; and
- An attractive Retail Area filled with bakery treats, supplies, and other boutique items.

Pete & Mac's also prides itself on its professional service and state of the art facilities including:

- On-site employees provide 24 hour emergency response services;
- Veterinarian advisory boards that provide recommendations on diets, hygiene, and quality care;

- Effective sanitation systems utilizing underground capture and disposal into the sanitary sewer system and elevated hoses;
- Video surveillance monitors and complete security systems to ensure safety; and
- HVAC and fire controls and an air handling system more efficient than most office and residential buildings.

The project would also include an emergency animal Clinic and specialized eye care for animals. Emergency Animal Clinic, PLC is recognized as a premier emergency and critical care hospital for pets and is fully equipped with sophisticated, state-of-the-art diagnostic and monitoring equipment. Emergency Animal Clinic, PLC was founded in 1974 and is currently owned by over 250 local veterinarians who depend on its services when their offices are closed. Emergency Animal Clinic, PLC is open 24 hours a day, seven days a week including holidays. The majority of patients are treated between 6:00 P.M. and 8:00 A.M. weekdays and around the clock on weekends. The Emergency Animal Clinic would provide a facility for residents of Avondale that is close by during an emergency situation where minutes can mean the difference between life and death of a pet.

Similarly, the Eye Care for Animals facility is designed to provide specialized eye care services to pets using the latest technologies. Animal ophthalmology is a highly specialized field that requires extensive training for those who provide services to the animals. These facilities are generally located regionally within a community. Patients in Avondale who need eye care service currently drive to Northern and I-17 in Phoenix. The proposed facility would provide convenient service to Avondale residents and provide services to residents in nearby communities.

This project would provide valuable services to the pet owners in Avondale, all at one centralized location. It is unusual for a community to have the services of an emergency animal clinic, pet resort and specialized eye care service. The proposed project would provide these services in one convenient location. Approval of a conditional use permit for the Pet Care Facilities would provide convenient, safe and high-end Pet Care Facilities to the citizens of Avondale.

II. CONDITIONAL USE PERMIT CRITERIA.

Each of the criteria that are considered when determining whether to grant a conditional use permit is discussed below:

A. Consistency with General Plan and Freeway Corridor Specific Plan.

The General Plan designates the Site as "Freeway Commercial" and contemplates regional retail, light industrial, and office uses. The Pet Care Facilities will offer regional retail high-end pet care products and services that are otherwise located outside of the City's boundaries. The proposed facilities will service the residents of Avondale as well as residents of communities near Avondale. These regional retail and healthcare uses are consistent with the General Plan.

The Site is also within the boundaries of the City of Avondale Freeway Corridor Specific Plan dated June 1991 (the "**Specific Plan**"). The Pet Care Facilities proposed for this Site are in keeping with, and will further, the goals and policies of the Specific Plan. According to the Specific Plan, its primary mission is to inspire a public-private joint venture for quality economic development in this area of the City. The Specific Plan identifies the Site which is located at the southeast section of Dysart Road and McDowell Road, as designated for Mixed Use development. The Mixed use designation specifically allows retail and service commercial establishments as appropriate for this area. These are the very uses proposed for the Site. Thus, the uses proposed for the Site are in keeping with these land use designations. Additionally, the development standards and development of the Site will comply with the applicable design and landscaping standards set forth in the Specific Plan and will include design features that are not required for this Site, but are required of other properties within the Specific Plan planning area. Although not required by the Specific Plan for this Site, the Site has been designed to include significant shading and shaded public seating. Additionally, architectural and landscaping features not required by the plan for this Site have been included to create a high-end service and retail center for pets.

B. Compliance with Zoning Ordinance.

The Site is currently zoned Community Commercial District (C-2). This District is intended to accommodate the development of commercial complexes providing goods and services to a community-wide trade area.

The Pet Care Facilities are permitted in the C-2 zoning district subject to approval of a conditional use permit. Thus, contingent upon approval of a conditional use permit, the Pet Care Facilities comply with the Avondale Zoning Code.

C. General Compatibility of Proposed Use with Adjacent Property.

The property is located a few hundred feet south of McDowell Road, a few hundred feet north of Interstate 10 and few hundred feet east of Dysart Road. The Site is located off of Rancho Sante Fe Boulevard. To the west of the Site is a planned neighborhood commercial development. The property to the north of the Site is a medical plaza. There is also a large box retailer (Wal-Mart) of the south of the Site and an apartment complex to the east of the Site. The medical uses, neighborhood services and retail components within the proposed development are compatible with the surrounding medical uses, retail uses and service uses.

The pattern of development surrounding the Site has been, and will likely continue to include, retail and service uses. This area of Avondale has recently experienced a significant amount of growth and there are plans for residential development in areas beyond the immediately affected boundaries of the Site. Thus, the proposed use has been designed to serve the existing and future residents of the area by providing an opportunity for convenient, high-end, safe and accessible pet care.

D. Site Plan and Building Design.

The Site Plan has been designed to complement existing and future surrounding uses. The primary entryway and one additional entry is located off of Rancho Santa Fe Boulevard. Driveway locations will be in accordance with City requirements and will be designed to consolidate driveways and provide shared access points to adjacent properties.

Generous landscaped setbacks will be provided along the street frontage, and additional ample landscaped areas will be distributed throughout the Site. The landscape theme proposed for this Site will be complementary to the building and will utilize desert-type plant materials

throughout the interior of the project and within the setbacks along Rancho Santa Fe Boulevard. The plant materials have been carefully selected to ensure the trees are drought resistant, wind resistant and provide ample canopy coverage and shade to the Site. Ground coverage plants have been carefully selected to ensure drought resistance, variety, color and compatibility with the surrounding areas, the proposed buildings and trees. The Site includes a significant amount of landscaping and landscaping areas. The visible portions of the Site, all along Rancho Sante Fe Boulevard are heavily landscaped and this perimeter landscaping is accented by ample landscaping within the parking area of the Site. Additionally, though not visible from the roadways, the northern and western edges of the Site include landscape areas.

To add architectural interest to the building, cultured stone has been placed on all four sides of the building and will be visible from any angle. The cultured stone will be accented by attractive and durable ceramic tile (including use of such tile and accent pilasters on the outdoor play area). Building colors and materials have been selected to fit well into the existing and proposed land uses and the proposed landscaping for the Site. All roof-mounted equipment will be concealed from view by building parapets. Entryways will also have landscaped monumentation, and the primary entry monument on Rancho Santa Fe Boulevard will feature a creative design with building signage for each tenant. The generous landscape setbacks and creative entry features are designed to create an attractive streetscape and define the architectural and landscape elements of this project.

The building and Site design also allow for easy drop-off of pets and the exterior and lobby of each user is designed in keeping with the higher-end retail uses in Avondale. The development of the Site will utilize creative and contemporary Site design features. We believe that the attention to the Site design, landscape layout and architectural design of the buildings and center ensure that the proposed development will be an attractive addition to Avondale.

E. Ingress and Egress, Proximity to Driveways and Street Intersections/Vehicular Circulation.

The Site has been designed to orient the uses toward Rancho Santa Fe Boulevard. The Site has two points of access onto Rancho Santa Fe Boulevard: (1) the northeast corner of the Site; and (2) the southwest corner of the Site (shared access). The Site provides for easy and safe access onto Rancho Santa Fe Boulevard. Rancho Santa Fe Boulevard is designed for moderately heavy traffic and currently serves a number of nearby large-scale commercial users.

Additionally, regional access to the Site is provided by McDowell Road, Dysart Road and Interstate 10.

As shown on the Site Plan, circulation on the Site is safe and easy to navigate. Circulation is designed to ensure good flow with proposed adjacent uses as well as uses within the Site. Traffic will enter and exit from Rancho Santa Fe Boulevard. The Site includes 80 parking spaces, an emergency loading zone located adjacent to the Emergency Animal Clinic and a drive-up drop off area that will service Pete & Mac's.

Traffic flow within the Site will also be helped by the differing times of peak use by the users. The eye clinic is typically open at traditional veterinarian business hours whereas the emergency pet clinic is busiest when veterinarian offices are closed. Pete & Mac's peak times coincide with standard working hours (just before a veterinarian office would open and just after a veterinarian office would close). There is a loading dock located in the northwest corner of the Site and because of its location, it will not block or interfere with internal traffic flows.

The Site will allow for cross-access between the Site and the parcel to the west. There will be recorded access easements in place to ensure perpetual access between the properties. The Site has a shared point of access located at the southwest corner of the Site that will allow traffic from both parcels to have easy and safe access onto Rancho Santa Fe Boulevard. The cross-access between parcels allows for better circulation and more efficient routes of travel between the two properties.

F. Pedestrian and Alternative Vehicle Considerations/Off-Street Parking and Loading.

Pedestrians will be able to access the Site from Rancho Santa Fe Boulevard. There is a shaded concrete sidewalk around the building and a sidewalk path along the perimeter of the Site to provide visitors with easy access to and from the Site. The generous landscaping also provides shade for pedestrians. The Site also includes a shaded seating area for pedestrians and pedestrian walkways are delineated on the Site by stamped concrete pavers.

As noted above, the Site plan incorporates alternative vehicle considerations including an emergency loading zone located adjacent to the Emergency Animal Clinic and a drive-up drop off area that will service Pete & Mac's. The Pete &Mac's drop off area will be delineated by a

landscaped median located on the west side of the Site. As shown on the Site Plan, the median will create a U-shaped lane that will allow traffic to enter and drop off at the southwest entryway and the continue around the landscaped median directly to the exit leading to Rancho Santa Fe Boulevard.

G. Impact on Public Services, including Utilities, Schools, and Recreation.

This Site will have little to no impact on Public Services (such as utilities, schools, and recreation). The Site will utilize existing public and private infrastructure and services.

H. Screening and Buffering of Uses.

The Site will be screened with landscaping along the frontage along Rancho Santa Fe Boulevard. There will also be a three foot high screening wall located along the frontage of the parking lot. As required by the Zoning Ordinance, the building will have a minimum setback of 100 feet from any residential district and the outdoor play area will have a minimum setback of 250 feet from any residential district. The outdoor play area will be enclosed with an attractive noise resistant solid block wall eight feet in height. Additionally, the outdoor play area is located away from all streets and residential uses. The play area is located on the western edge of the Site, hidden from residential and street views by the proposed building.

The closest residential use is a multi-family residential development located across Rancho Santa Fe Boulevard. However, the Site will have minimal impact on the residential development because any noise from the Site will be mitigated by the generous landscaping provided on the Site, the screening wall located around the parking lot and the large distance between the properties. Additional noise from the Site will be mitigated by the traffic noise from Rancho Santa Fe Boulevard. The Site has also been designed to locate the outdoor play area, loading and refuse collection on the western edge of the Site, away from the street and residential uses and buffered by the proposed building. The adjacent property is currently vacant however as it is developed as a planned commercial development, Applicant will work with the adjacent developments to ensure proper screening.

I. Hours of Operation.

Although not finalized, the hours of operation for Pete & Mac's will likely be as follows:

Monday through Friday: 6:30 am - 7:00 pm

Saturday: 8:00 am - 5:00 pm

Sunday: 12:00 pm - 6:00 pm

Since overnight pet services will be provided at the Pete & Mac's, employee will be on-site twenty-four (24) hours a day to ensure that the pets are well cared for and healthy. In addition, to comply with zoning requirements, Pete & Mac's will only allow pets in the outdoor play/exercise areas between 7 a.m. and 7 p.m.

The Emergency Animal Clinic will operate 24 hours per day, 7 days per week and the specialized eye care clinic will be open at standard office hours.

J. Exterior Lighting with Reference to Adjacent Properties.

There will be exterior lighting located along the perimeter of the Site and around the building itself. There will be decorative exterior wall mounted lighting along the walls of the building and pole lighting located on several parking bays. The Site will comply with *Section 707: Outdoor Lighting* of the Zoning Ordinance as follows:

- Accent lighting of selected architectural, landscape and hardscape features will be utilized. Bulbs will be limited to 100 watts.
- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- The design of lighting fixtures and their structural support will be of a scale and architectural design compatible with on-site buildings.
- Utilizing neon, or similar lighting will not be used on any buildings.
- All outdoor lighting will be downward directional and shielded to eliminate any candle foot power off site.
- A common lighting theme will be utilized throughout the development.

- The lighting around the development will be pedestrian-scale at 10 feet high and the lighting poles in the parking bays will be a standard 25 feet in height.

K. Proposed Outdoor Activities or Storage/Noise, Smoke, Odor, Dust, Vibration, or Illumination Created by Proposed Use.

The building is specially designed to mitigate any noise created by the pets. Pete & Mac's adheres to a training regimen that discourages dogs from barking while outside. Dogs that are not cooperative are immediately taken inside and given a "time-out." Dogs not permitted outside unaccompanied and are under constant supervision when in the play area. Thus, potential noise impacts from the Site would be isolated to specific times during the day.

In addition to these policies, Pete & Mac's has specially designed the Site to locate the outdoor play area away from existing residents and Rancho Sante Fe Boulevard. The outdoor play area is fully screened by an attractive block wall and ample on-site landscaping and the proposed buildings buffer the outdoor play area from the view and hearing of the residents to the east of the Site and motorists along Rancho Sante Fe Boulevard. The building and outdoor play area also include design elements designed to prevent unwanted noise and to keep a noise level at or less than 45db from the property line. The outdoor play area will be enclosed by a noise resistant block wall, covered by a roof utilizing an acoustic absorbing baffling system to capture noise and, throughout the floor of the outdoor area, there is artificial grass of the same type and quality used in the National Football League. All of these noise attenuation measures ensure that there will be little to no noise audible to the outside. In accordance with the zoning ordinance, a statement will be provided from the registered architect for the project stating the building has been designed using sound buffering materials so that noise will not exceed 45db at the property line.

This Site has also been designed to prevent any unwanted odors. The resort will include a special air handling system and state of the art sanitation system utilizing elevated hoses and an ecological automatic flush drain system that is specially designed to prevent pet odors within Pete & Mac's. Pete & Mac's also hires a reputable waste disposal company to specifically handle and dispose of pet waste that is not captured in the sanitation system. The outdoor play area is cleaned immediately when soiled and it is cleaned daily with an EPA approved enzymatic

cleaner and EPA hospital grade disinfectant and sanitizer. Additionally, there is a lining beneath the outdoor artificial grass that captures any pet waste and drains it into a drainage system located beneath the grass area into the sanitary sewer system. As a high-end pet resort, Pete & Mac's prides itself on maintaining a clean and odorless facility.

L. Floor Plan.

The floor area of the buildings is divided as follows: Pete & Mac's approximately 11,705 square feet, Emergency Animal Clinic approximately 7,024 square feet and Animal Eye Care Center approximately 4,682 square feet. The floor plan for Pete & Mac's will be divided into a small reception area and doggy bakery in the front of the facility with the majority of the square footage for this use constituting individual pet rooms located in the back of the facility. There will be a rehabilitation area for pets recovering from injuries or surgery. An isolation room will also be used for pets needing "alone" time due to inadequate social skills or for those animals that are not feeling well on a particular day. The outdoor play area will be located on the west side of the building and is approximately 2, 632 square feet in size.

The floor plan for both the eye care clinic and the emergency animal clinic will each consist of small reception areas with the majority of the square footage for each use constituting individual care rooms for the pets. All facilities will be designed to be user friendly and welcoming to visitors.

M. Parking.

The proposed use is unique and is not specifically addressed in the off-street parking section of the Zoning Ordinance. The uses proposed on the Site are retail uses designed to service residents who own pets. The zoning ordinance provides that general office and non-retail commercial uses should be parked at 1 space per 250 square feet of building area. However, this off-street parking regulation does not account for pet boarding space which constitutes a majority of the space within the proposed buildings (the buildings largely consist of boarding areas, play areas and pet exam rooms). The Site has been parked at just over the off-street parking required for a retail use (1 space per 300 square feet) with extra spaces for an emergency loading zone to service the Emergency Animal Clinic. This parking should be more than ample for the intended uses and is in-keeping with the intent of the off-street parking requirements to ensure that those areas of the building that generate automobile trips are

serviced by adequate parking spaces. Users of Pete & Mac's will most likely use the pet drop-off area rather than park their autos and those owners who do park their auto will be in the building for only a few minutes to drop off their pet and, perhaps, make a purchase or two at the bakery. Users of the emergency animal clinic and eye care clinic are limited to the number of doctors available to service the pets and, in the case of the eye care clinic, require an appointment to visit the clinic. These care facilities have very low parking space requirements because the uses are limited to emergencies or appointments.

III. CONCLUSION.

As demonstrated above, this project is consistent with the land-use designation set forth in the General Plan and Freeway Corridor Specific Plan; will further the City's general guidelines and objectives for the development of the area; and will be consistent with the desired character for the surrounding area. The Pet Care Facilities are compatible with other adjacent and nearby land uses and will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood, or the public welfare in general. To the contrary, the Pet Care Facilities will provide quality pet services to the Avondale community. The Site is adequate in size and shape to accommodate the proposed uses, allow safe on-site circulation and meet all required development standards including setbacks, parking, screening, and landscaping. The Site also has adequate and safe access to and from a public street (Rancho Santa Fe Boulevard). Therefore, Applicant respectfully requests the issuance of a conditional use permit.

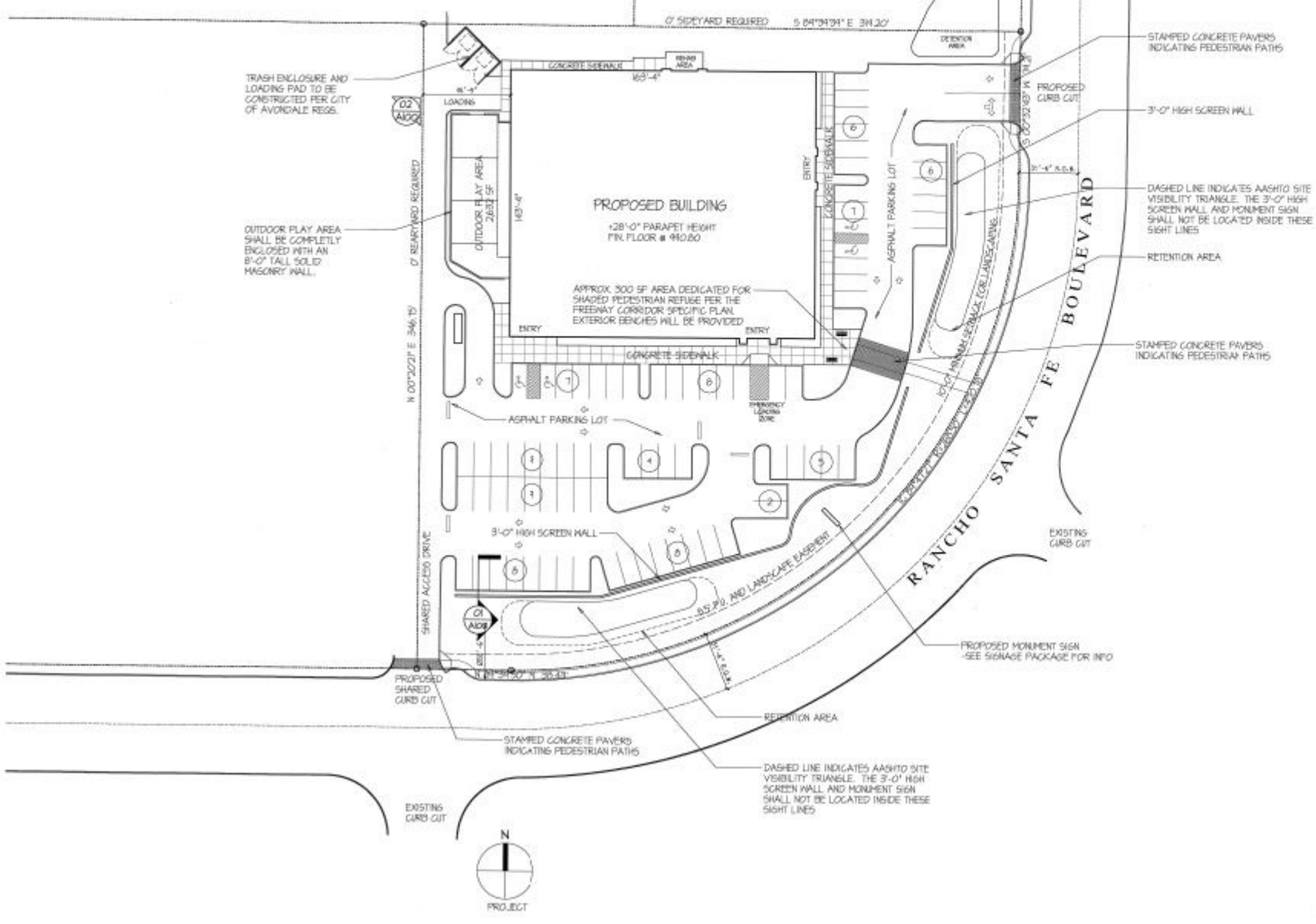
VICINITY MAP

Owner / Developer

J Walters Construction West
4647 N 32nd Street
Suite B150
Phoenix, AZ 85018

SITE DATA

PARCEL NUMBER 500-02-077A
GROSS SITE AREA: 2.18 ACRES (94,960.8 SF)
NET SITE AREA: 0.56 ACRES (24,456 SF)
ZONED C-2
ADJACENT ZONINGS C-2
GROSS BUILDING SF: 23,411 SF
24.6% SITE COVERAGE AREA
PUBLIC AREA: 68 PARKING SPACES REQUIRED @ 1/250 SF
BOARDING & SERVICE AREAS: 7 PARKING SPACES REQUIRED @ 1/1000 SF
TOTAL REQUIRED PARKING SPACES: 75
REQUIRED ADA SPACES: 4
TOTAL PARKING SPACES PROVIDED: 79
TOTAL ADA SPACES PROVIDED: 4



THAT PORTION OF LOT 2, MINOR LAND DIVISION MAP FOR LOT 2, AVONDALE MEDICAL & PROFESSIONAL PLAZA ACCORDING TO BOOK 614, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2
THENCE SOUTH 00-32'49" WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 74.21 FEET TO A POINT OF CURVATURE
THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LOT 2 AND ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 268.50 FEET, AN ARC LENGTH OF 420.78, AND A CENTRAL ANGLE OF 89-47'21" TO A POINT OF TANGENCY
THENCE NORTH 84-39'50" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 346.15 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2
THENCE SOUTH 84-39'39" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 319.20 FEET TO THE POINT OF BEGINNING.
CONTAINING 95,124 SQUARE FEET OR 2.18 ACRES OF LAND, MORE OR LESS.

SITE PLAN | SCALE 1" = 30'-0" | 01

ADW
Architects, p.a.

ADW Architects, p.a.
1401 West Morehead Street, Suite 100
Charlotte, NC 28208
704.379.1919 Fax 704.379.1920
www.adwarchitects.com

pete AND mac's

EMERGENCY ANIMAL CLINIC

EYE CARE FOR ANIMALS

Rancho Santa Fe Blvd.
Avondale, Arizona

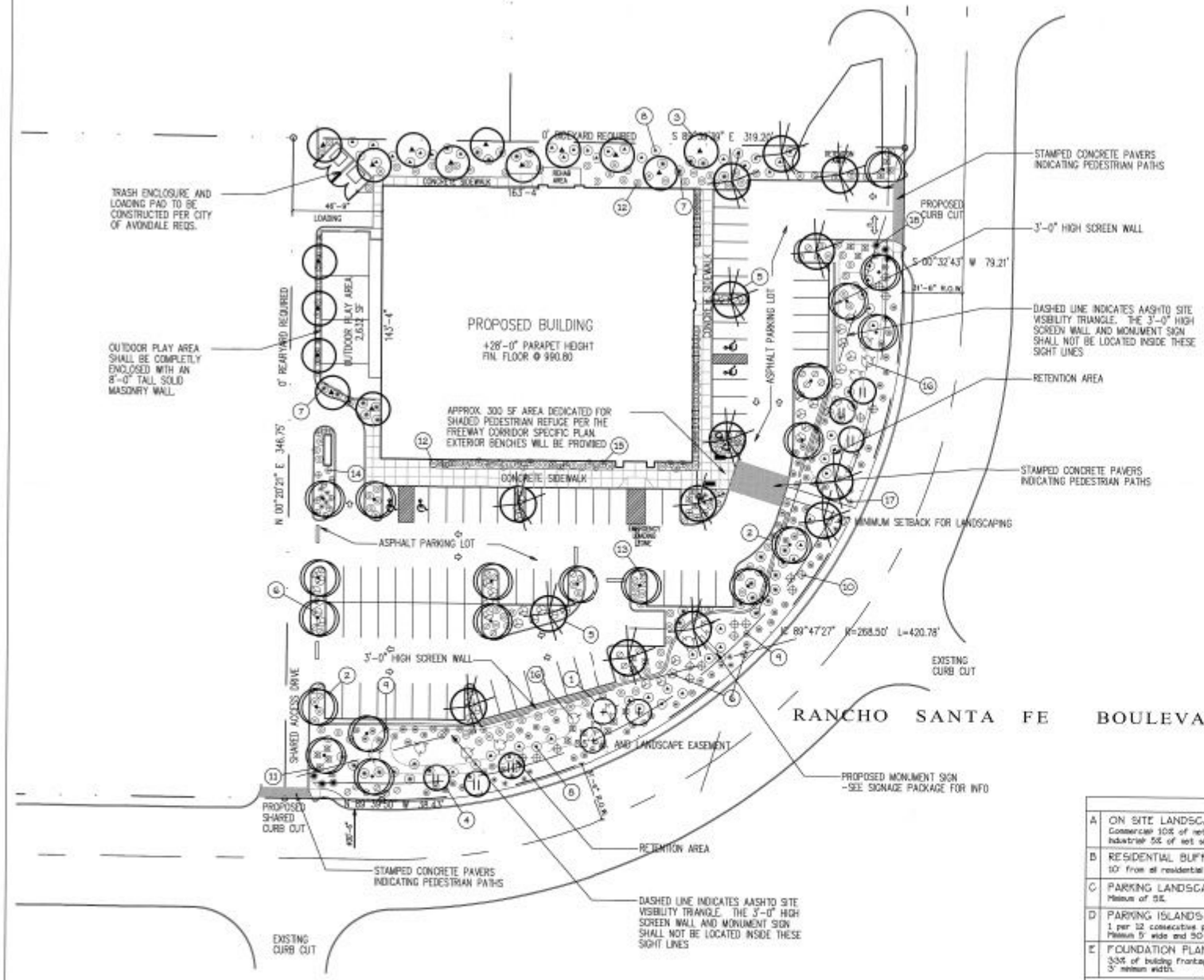
SITE PLAN

DATE: 03/09/07 JOB NO: 06080-00

REVISIONS:

NO:	DATE:	DESCRIPTION:
1	06/12/07	REVISED PER CITY COMMENTS
2	07/05/07	REVISED PER CITY COMMENTS
3	07/12/07	REVISED PER CITY COMMENTS
4	08/27/07	REVISED PER CITY COMMENTS

SHEET NUMBER
A100
of Total



PLANT MATERIAL LEGEND

KEY	SYMBOL	BOTANICAL/COMMON NAME	SIZE (Height, Canopy, Caliper)	QUANT.
TREES				
1		Acacia stenophylla Shoestring Acacia	36" Box 33' 8' Typ. 2.5" Double-Staked	3
2		Cercidium praecox Palo Brea	36" Box 30' 8' 2.5" Double-Staked Typ.	18
3		Dalbergia sissoo Sissoo	36" Box 25' 10' 3" Double-Staked Typ.	15
4		Pithecellobium flexicaule Texas Ebony	36" Box 8' 8' Typ. 2.5" Double-Staked	6
5		Caesalpinia pulcherrima Tranquility Tree	36" Box 8' 6' Typ. 2" Double-Staked	15
LARGE SHRUBS				
6		Eremophila 'Valentine' Valentine Bush	5 Gallon	40
7		Leucophyllum laevigatum Rio Bravo Texas Ranger	5 Gallon	43
8		Nerium o. 'Petite Pink' Petite Pink Oleander	5 Gallon	64
MEDIUM AND SMALL SHRUBS				
9		Calliandra californica Baja Red Fairy Duster	5 Gallon	94
10		Justicia californica Chuparosa	5 Gallon	91
11		Muhlenbergia capillaris 'Regal Mist' Regal Mist Deer Grass	5 Gallon	32
12		Ruellia peninsularis Baja Ruellia	5 Gallon	123
GROUNDCOVERS				
13		Lantana s. 'New Gold' New Gold Lantana	1 Gallon	64
14		Hymenoxys acaulis Angelita Daisy	1 Gallon	31
15		Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	5 Gallon	38
ACCENTS				
16		Caesalpinia pulcherrima Red Bird of Paradise	5 Gallon	11
17		Agave parryi var. truncata Twin Flower Agave	5 Gallon	41
18		Hesperaloe parviflora Red Yucca	5 Gallon	6
LANDSCAPE MATERIALS				
19		Decomposed Granite Desert Gold	3/4" size screened 2" Deep	
20		Surface Select Granite Boulders	7 tons of various size boulders	

NOTE:
QUANTITIES SHOWN FOR CITY APPROVAL ONLY. LANDSCAPE CONTRACTOR TO INSTALL QUANTITIES AS SHOWN ON PLAN. NOT ON LEGEND

DECOMPOSED GRANITE TO OCCUR IN ALL LANDSCAPE AREAS EXCEPT TURF, RIVER ROCK, AND HARDSCAPE, UNLESS NOTED ON PLANS

SMALLER TREE SIZE TO TAKE PRECEDENCE, UNLESS NOTED ON PLANS

ALL TREES THAT APPEAR WITHIN THE SIGHT VISIBILITY TRIANGLE MUST BE TRIMMED UP TO 7' AT ALL TIMES AT TIME OF MATURITY.

SITE PLAN PLANTING DATA

	LANDSCAPE AREAS	REQUIRED	PROVIDED
A	ON SITE LANDSCAPE AREA Commercial 10% of net site area. Industrial 5% of net site area.	9,096 SQ. FT.	28,672 SQ. FT.
B	RESIDENTIAL BUFFER LANDSCAPE AREA 10' from all residential boundaries.	NA	NA
C	PARKING LANDSCAPE AREA Minimum of 5%	5%	25%
D	PARKING ISLANDS 1 per 12 consecutive parking spaces. Minimum 5' wide and 50 sq. ft.	900 SQ. FT.	2208 SQ. FT.
E	FOUNDATION PLANTING 33% of building frontage for buildings fronting on public streets. 3' minimum width.	33%	35%
	LANDSCAPE PLANTINGS	REQUIRED	PROVIDED
	R.O.W./Street frontage Landscape Plantings		
F	Trees: 1 per 20 ft. of street frontage	25 Trees	25 Trees
G	Shrubs: 2 per 20 ft. of street frontage	50 Shrubs	330 Shrubs
H	Shrub/Groundcover Area: 25%	2500 SQ. FT.	7,437 SQ. FT.
	PARKING SPACE PLANTINGS		
I	Trees: 1 per 8 parking spaces	11 Trees	11 Trees
	RESIDENTIAL BUFFER PLANTINGS		
J	Trees: 1 per 20' of residential boundaries	NA	NA
	Special Planting Rqmts. (PAD, Zoning, etc.)		
	TOTALS	REQUIRED	PROVIDED
	Total Landscape Areas (A + B)	9,096 SQ. FT.	28,672 SQ. FT.
	Total Useable Open Space Percent (P.A.D. Only)	NA	NA
	Total Trees (F + I + J)	36 Trees	36 Trees
	Total 24" Box Trees (25% of total trees)	9 Trees	9 Trees
	Total Shrubs (G)	50 Shrubs	330 Shrubs
	Total Groundcover (H)	2500 SQ. FT.	7,437 SQ. FT.

GENERAL NOTES

1. No turf shall be permitted within the R.O.W.
2. The Property Owner and/or Lessee shall be responsible to install/maintain all landscaping within the R.O.W.
3. A 3 foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach when mature.

LANDSCAPE PLAN

SCALE 1"=30'-0"

0 30 60 120

NORTH

-% SITE COVERAGE AREA
PARKING PROVIDED: 80 SPACES
PARKING RATIO: 3.4 SPACES PER 1,000 SF

The Campbell Collaborative
Landscape Architects and Planners
1747 E. Morten, Suite 308
Phoenix, Arizona 85020
(602) 896-1944 Fax: (602) 896-1909

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Charlotte, NC 28208
704.379.1919 Fax 704.379.1920
www.adwarchitects.com

pete AND mac's

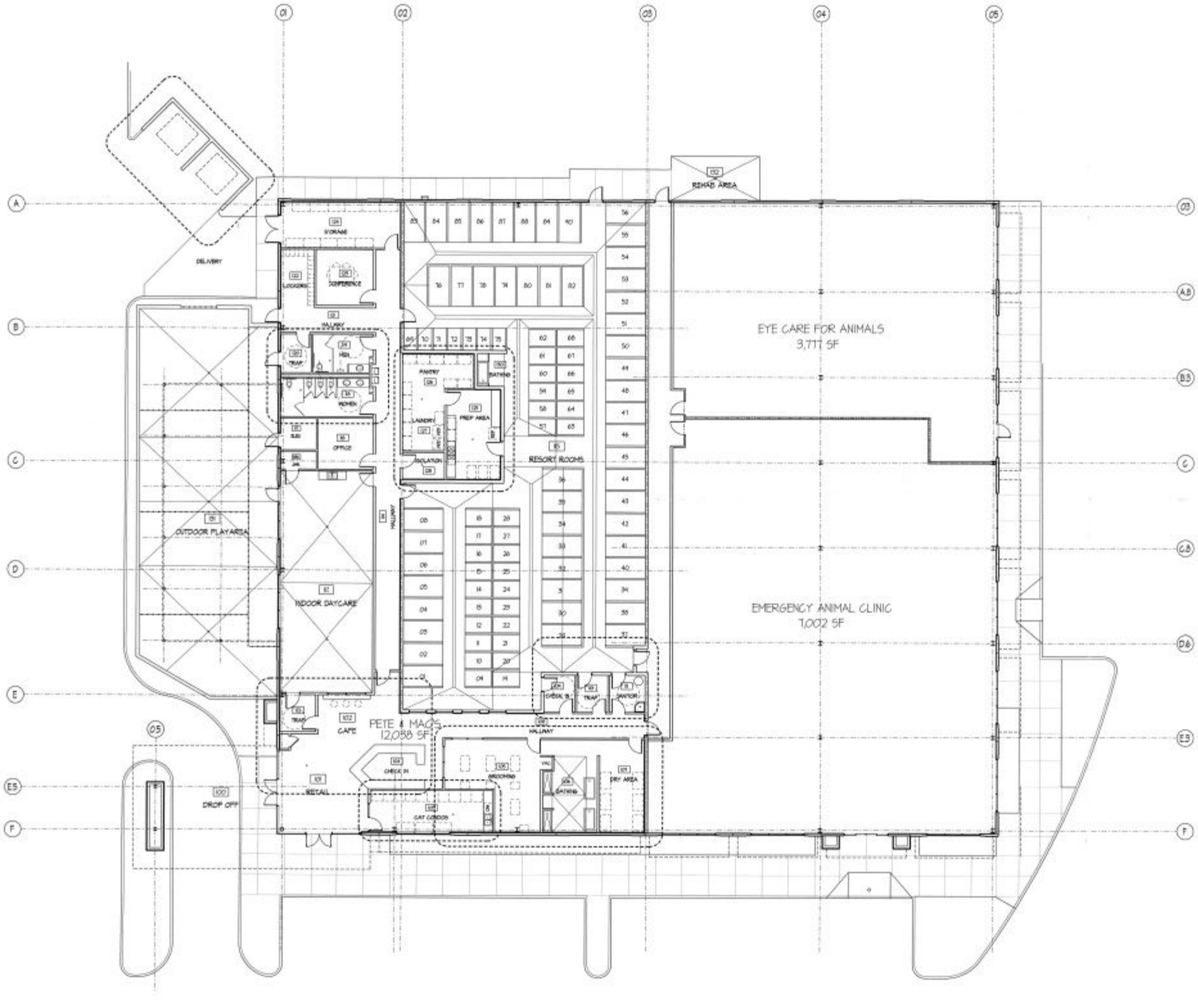
DATE: 03/08/07 JOB NO: 0608D-00

REVISIONS:

NO:	DATE:	DESCRIPTION:
	06/12/07	REVISED PER CITY COMMENTS
	07/03/07	REVISED PER CITY COMMENTS
	07/12/07	REVISED PER CITY COMMENTS

SHEET NUMBER

2 of 4 Total



OVERALL FLOOR PLAN | SCALE 3/32" = 1'-0" | 01

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pete AND mac's

EMERGENCY ANIMAL CLINIC

EYE CARE FOR ANIMALS

Rancho Santa Fe Blvd.
Avondale, Arizona

OVERALL FLOOR PLAN

DATE: 01/10/07 JOB NO: 06080-00

REVISIONS:

NO:	DATE:	DISCRIPTION:

PLANNING REVIEW MAR 2007

SHEET NUMBER

A101

of Total

Excerpt of the Draft Minutes of the regular Planning Commission meeting held October 25, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
Edward Meringer, Vice Chair
Michael Alcorn, Commissioner
Alan Lageschulte, Chairman

COMMISSIONER ABSENT
David Iwanski, Commissioner (Excused)

CITY STAFF PRESENT
John Vater, Planner, Development Services
Ken Galica, Planner II, Development Services
Brian Berndt, Development Services Director

APPLICATION NO. CU-07-5

APPLICANT: Ms. Heidi Kimzey, Fennemore Craig, P.C.
3003 N. Central Avenue, Suite 2600
Phoenix, AZ 85012

REQUEST: This is a request for Conditional Use Permit approval for a pet boarding and day care facility and veterinary clinic. The subject site is located on the north side of Rancho Santa Fe Boulevard between Dysart Road and McDowell Road.

Ken Galica, Planner II, Development Services Department, addressed the Commission, presenting item CU-07-5, a request for a Conditional Use Permit approval for a pet boarding and day care facility and two veterinary clinics in the C-2 (Community Commercial) zoning district. He reminded the Commission that the Zoning Ordinance was amended last year to allow pet boarding and day care facilities in the C-2 districts subject to a CUP. He reported that the proposed location for the facility is an undeveloped 2.18 acre parcel located on the north side of Rancho Santa Fe Boulevard between Dysart Road and McDowell Road. He explained that with the property zoned C-2, both veterinary clinics and pet boarding and day care facilities are permitted subject to CUP approval. Mr. Galica described the surrounding properties as a one-story office building to the north, the Rio Santa Fe Apartment Complex to the east, Wal-Mart and LA Fitness to the south, and a small commercial center under construction to the west. He reported the proposed facility will have three users: Pete & Mac's Pet Resort, which will provide pet boarding and daycare for animals and offer grooming and training services; a veterinary clinic specializing in animal eye care; and an emergency animal clinic. He described the access to the site and the proposed building as 23,411 square feet in area, with a roughly 2,632 square foot outdoor animal exercise area connected to the Pete & Mac's facility, which will be fully enclosed by a decorative 8 foot screen wall and covered by a decorative metal canopy. He pointed out that animals will not have free access to this area and will be supervised at all times while outside, and this area will be limited to use between the hours of 7 a.m. and 7 p.m.

Mr. Galica explained that the Zoning Ordinance requires 75 parking spaces and the proposed Site Plan includes 79 spaces, including 4 handicap accessible spaces. He pointed out that the building and outdoor play area meet all required setbacks, and while a 100 foot separation between the building and adjacent residential districts is required, 160 feet is provided. He noted a 250 foot separation between the outdoor play area and adjacent residential districts is required, and 325 feet is provided, and in addition, a 94 foot separation between the Pete & Mac's building and the office building to the north is provided. As well, he

reported the applicant is proposing landscaping which greatly exceeds Zoning Ordinance requirements by 300 percent, and the applicant has proposed a combination of Acacia, Palo Brea and Sissoo trees with minimum 2 inch calipers. He explained that the heavy landscaping would further disperse sound generated by the outdoor area. He stated the applicant has proposed a pedestrian plaza on the site which will include seating.

Mr. Galica informed the Planning Commission that: 1) The proposal is consistent with the General Plan's Freeway Commercial designation for this property and Staff believes it is compatible with the retail service and office uses existing along Rancho Santa Fe Boulevard. 2) He stated all 10 conditions set forth by the Zoning Ordinance for pet boarding facilities, including the increase in setbacks and screening measures, have been met or exceeded by this proposal, and compliance with these standards should ensure that nearby properties are not negatively affected. 3) The preliminary Site Plan and Landscape Plan exceed all requirements of the C-2 zoning district. 4) The site has good access to Rancho Santa Fe Boulevard, a major collector. 5) Adequate measures are included to mitigate any potential adverse impacts.

He reported that Staff is recommending approval of this application subject to three stipulations. Mr. Galica invited questions and stated Ms. Heidi Kimzey, Fennemore Craig PC, representing Pete & Mac's had a presentation for the Planning Commission.

Chairperson Lageschulte thanked Mr. Galica for his presentation and invited questions of Staff.

Commissioner Alcorn inquired as this is a pet hotel, could the parking spaces on the east side of the building be removed and move the building over, and thereby increase the size of the pet walk area. Mr. Galica stated that the amount of parking provided by the applicant was needed to comply with the zoning ordinance.

Commissioner Copeland asked how many stories the office building to the north of this site was. Mr. Galica reported it is a single story building. Commissioner Copeland asked what was on the northwest corner. Mr. Galica replied that a conventional retail center was currently under construction on that parcel.

Chairperson Lageschulte stated when the project first began in this area, he had thought it was supposed to be medical buildings and inquired if that plan had fallen through. Mr. Galica responded that the PAD for medical uses is still in place north of this property and that its boundaries did not extend south to include this property.

Chairperson Lageschulte invited further questions for Staff, and hearing none, invited the applicant to address the Commission.

Heidi Kimzey, Fennemore Craig, 3003 N. Central Ave., Phoenix, AZ, stated she was present to request a Conditional Use Permit for a pet care campus. She stated they would have the resort and daycare for pets, emergency clinic care and eye care specialist for pets, making the site a one-stop shop for pet care. Ms. Kimzey explained the approximate 2 acre site was selected because it is located near people who own pets, so it is convenient to the typical consumer and it is in keeping with the surrounding retail uses. She pointed out the copious amounts of landscaping on the property and the 300 square foot shaded pedestrian refuge, and that the site exceeded all setback requirements. Ms. Kimzey highlighted the attention to the architecture for the site, including the clean lines of the modern contemporary look in keeping with the surrounding office and retail uses, as well as the elevation details incorporating cultured stone on all four sides of the building, accented by ceramic tile with the complimentary color palette. Ms. Kimzey then described the users of the site to include Pete & Mac's Pet Resort, the emergency animal clinic, and the eye care specialist, showing slides of their business operations. In summary, Ms. Kimzey stated they are before the Planning Commission with a Staff recommendation of approval and they agree with all the stipulations of approval, their plan is consistent with the General Plan and the Freeway Corridor Specific Plan, meets all the Conditional Use Permit standards for approval, and exceeds all landscaping and setback requirements. She invited questions of the Planning Commission.

Chairperson Lageschulte thanked Ms. Kimzey for her presentation. He invited questions of the applicant.

Commissioner Grimsley thanked Ms. Kimzey for her presentation and for bringing the business to the City of Avondale, particularly the emergency animal clinic, as he believes the closest one is at 99th Avenue and Thunderbird, which is not the quickest and easiest to get to in an emergency. He stated he noticed a lot of glass block in between the rooms for the dogs and asked if that enhanced or deadened the noise from the dogs barking. Ms. Kimzey replied she did not know the answer to that question, but she did know that throughout this facility a lot of attention and detail goes into baffling noise. She reported she was getting a nod from a representative of Pete & Mac's, indicating that the glass block was designed to baffle noise.

Commissioner Copeland thanked Ms. Kimzey for her presentation and for choosing the City of Avondale for the business. She asked how many guest bedrooms were in the project. Ms. Kimzey reported there were 110. Commissioner Copeland stated 300 square feet was not a lot of room for the outdoor play area and did not seem large enough to accommodate a fully occupied facility. Ms. Kimzey clarified it was the pedestrian refuge that was 300 square feet. She reported the outdoor play area was 2,600 square feet and pets would be able to go outside on a rotating basis so excessive numbers of animals were not outside at any one time.

Chairperson Lageschulte invited further questions of the applicant, and hearing none, thanked Ms. Kimzey again. Chairperson Lageschulte opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte invited further questions of the Staff or the applicant. Hearing none, he called for a motion.

Commissioner Copeland **MOVED** that the Planning Commission accept the findings and recommend approval of application CU-07-5, a request for a Conditional Use Permit for a pet boarding and day care facility and veterinary clinic in the C-2 (Community Commercial) zoning district. Commissioner Alcorn **SECONDED** the motion.

Chairperson Lageschulte opened the floor for discussion.

Vice Chair Meringer expressed he really liked this project, given the fact that he has three dogs and it is so close to Friendship Park with the dog park, and with the nearest emergency animal clinic being so far away, he thinks this is something Avondale really needs. He stated he likes the projects and wishes the applicant luck.

Chairperson Lageschulte opined the whole project is excellent and he believes the applicant will do very well and the business will be well-accepted, and he personally thanked the applicant for choosing Avondale.

Commissioner Copeland expressed her opinion that the business would probably be at capacity 99 percent of the time and suggested in their development plans, it may be wise to leave themselves open in design where they are able to add on, as she is sure business will warrant that.

Vice Chair Meringer stated as the outdoor area would be on the west side of the building, in May, June, July, and August it will be extremely hot, and asked did the applicant plan on using a misting system. Ms. Kimzey responded the applicant will provide a misting system and use other cooling methods in addition to the shade trees.

Chairperson Lageschulte called for a Roll Call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye

Commissioner Grimsley	Aye
Commissioner Iwanski	Excused

THE MOTION PASSED UNANIMOUSLY.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for Just Brakes (CU-07-9)

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for an auto service and diagnostic facility in the Palm Valley Planned Area Development (PAD) zoning district.

PARCEL SIZE: 0.75 acres

LOCATION: Approximately 215 feet north of the northeast corner of Dysart Road and McDowell Road

APPLICANT: Mr. Wade Todd, Georgetown Development Company

BACKGROUND:

The property was annexed into the City of Avondale on January 16, 1978 and rezoned PAD (Planned Area Development) as part of Palm Valley on September 6, 1994. The third amendment to Palm Valley's development agreement, in 2002, clarified that C-2 (Community Commercial) uses would be allowed on the subject property.

The subject parcel is an undeveloped pad (Pad 2) in the Alameda Crossing Shopping Center. The master site plan for Alameda Crossing was approved by the City Council on January 18, 2001. One major amendment and two minor amendments to the Alameda Crossing master site plan have subsequently been approved.

SUMMARY OF REQUEST:

1. The applicant is requesting conditional use permit approval to operate a Just Brakes automobile brake sales and service facility on Pad 2 within the Alameda Crossing Shopping Center. Automobile service and diagnostic facilities are permitted in Alameda Crossing subject to a Conditional Use Permit

2. The proposed 4,080 square foot building will accommodate a sales room/waiting area, parts storage area, compressor room, and six service bays. The business will be open Monday through Saturday from 7 am to 6 pm. No outdoor storage or display is proposed.

3. Just Brakes offers a range of brake related automobile services, including inspection, adjustment, and replacement of brake systems. Just Brakes does not perform oil changes, body work, exhaust work, or any heavy automobile repairs of any kind. Service of semi-trucks or other large, commercial vehicles will not be permitted.

4. The Zoning Ordinance requires the applicant to provide 17 parking spaces on this site. Seventeen parking spaces, including one ADA accessible space, are proposed.

5. The applicant has submitted a landscape plan that exceeds Zoning Ordinance requirements. Roughly 9,000 square feet of landscaped area is proposed, using a combination of Palo Verde and Sissoo tress. To seamlessly blend this site with the existing center, the applicant has agreed to use larger trees (2-4 inch calipers)

which will be similar in size to the maturing trees found throughout the Alameda Crossing site. Additionally, the applicant has provided ample foundation landscaping by continuing the use of large, concrete pots found elsewhere within Alameda Crossing.

6. Access to the site is provided by two drive aisles on the north and east portions of the site. These drive aisles provide access to both Dysart and McDowell Roads.

7. No on-site retention is proposed. All flows for this site will be retained in basins located in common area landscaping within the Alameda Crossing site.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 5:30 p.m. on September 25, 2007 at City Hall in the Sonoran conference room. The neighborhood meeting was advertised in the West Valley View on September 4, 2007. The property was posted on September 10, 2007. Notification letters were mailed to 19 property owners within 500 feet of the subject site on August 29, 2007. According to materials presented by the applicant, no citizens attended the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on October 2, 2007. The property was posted on October 2, 2007. Notification letters were mailed to 19 property owners within 500 feet of the subject site on September 24, 2007.

Prior to the Planning Commission Meeting, staff was contacted by two representatives of the retail building directly north of the subject parcel who were concerned Just Brakes could have a potentially negative effect on their property (Exhibit G). After discussing their concerns with the applicant, the site plan was revised by relocating the building further to the southeast to reduce the impacts of this use on the adjacent retail building. Additional buffering methods were also incorporated. Representatives of the retail building are now in support of the revised site plan (Exhibit H). No citizens spoke at the Planning Commission meeting in regards to this item.

A notice of the November 19th City Council hearing was published in the West Valley View on Tuesday, October 30, 2007. The property was posted on November 2, 2007. Notification letters were mailed to 10 property owners within 500 feet of the site on October 25, 2007. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 18, 2007, and voted 4-2 to recommend **DENIAL** of this request. The Planning Commission's primary source of concern was that this proposed use was not consistent with the desired character of the Alameda Crossing Shopping Center (Exhibit I). Secondary reasons for recommending denial included concern that this project would have a detrimental impact upon safe automobile circulation in the retail center.

ANALYSIS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. Each finding is presented below along with staff's analysis.

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.

The subject property is designated as Freeway Commercial on the General Plan Land Use Map and the Freeway Corridor Specific Plan. The existing PAD zoning is consistent with the Freeway Commercial designation of the General Plan. The proposed use is allowed in the PAD subject to a conditional use permit.

The proposed use will not adversely affect the shopping center and is in character with the existing uses on adjacent parcels, namely the Full Circle Car Wash and Oil Change facility located on the adjacent parcel to the south.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The impacts of this use on surrounding properties will be minimal. The Just Brakes building has been positioned to allow for the maximum separation from the retail building to the north, approximately 130 feet at the nearest point between structures. Additionally, the applicant has agreed to provide heavy landscaping and a 3 foot screen wall along the north property line. Furthermore, Just Brakes utilizes pneumatic tools which incorporate a built in sound attenuation system. According to the applicant's sound studies, decibel levels at the retail building will be unaffected by this use.

All activity will take place indoors. All storage of new and dead brake materials will take place in the building and will be completely screened from view. There will be no outdoor displays of merchandise of any kind.

The service of semi-trucks, recreational vehicles, and other large scale or heavy vehicles will be prohibited at this location.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

The site is large enough to accommodate the proposed building and meet all development standards. All setbacks required for commercial development are met by this site plan.

The Zoning Ordinance requires non-retail commercial uses to be parked at a ratio of one space per 250 square feet of tenant space. Applied to this location, 17 parking spaces are required. 17 parking spaces have been provided by the applicant, including one ADA accessible space.

All screening requirements are met by the proposed development plans. In addition, the applicant has agreed to use three foot screen walls along the north and west parcel lines to buffer this use from surrounding uses.

The site will provide landscaping that meets area requirements and exceeds size requirements. The applicant has agreed to increase the size of trees throughout the site to further buffer the land uses and to provide aesthetic enhancement. Since Alameda Crossing is an existing center with maturing landscaping, the applicant has accepted staff's recommendation to increase the size and canopy of trees on the Just Brakes site to blend in with the trees in the immediate vicinity.

A pedestrian refuge will be provided on the site in a location that will be determined by staff prior to approval of the site plan.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

Primary access to the shopping center is available from Dysart Road and McDowell Road. The site has full access to two adjacent internal drive aisles, along the northern and eastern property lines, that lead to Dysart Road and McDowell Road.

Just Brakes expects no more than 25 customers per day using the facility. This quantity of expected traffic will have a minimal effect on the street system or other businesses in Alameda Crossing.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Five stipulations have been included in the staff recommendation. A stipulation prohibiting the service of larger vehicles at this location has been included to protect the character of the Alameda Crossing center. In addition,

staff is recommending a stipulation to specifically prohibit outdoor display or storage and a stipulation prohibiting the display of banners within the service bays.

FINDINGS:

For reasons described above, staff feels that all required findings for Conditional Use have been satisfied.

RECOMMENDATION:

The Planning Commission recommends that the City Council **DENY** the Conditional Use Permit. If the City Council finds in favor of the application, staff recommends the approval be subject to the following stipulations:

1. The development of the site shall conform to the site plan and landscape plan date stamped October 4, 2007 and the project narrative dated September 20, 2007.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

3. Service of semi-trucks, recreational vehicles, or any commercial vehicle exceeding thirty feet in length and/or with a chassis rating of greater than 5 tons shall be prohibited.

4. Exterior displays and storage shall be prohibited

5. Temporary or permanent banners shall not be displayed within the services bays.

PROPOSED MOTION:

I move that the City Council not accept the findings and recommend **DENIAL** of Application CU-07-9, a request for a Conditional Use Permit for an auto service and diagnostic facility in the Palm Valley PAD zoning district..

Or -

I move that the City Council accept the findings and recommend **APPROVAL** of Application CU-07-9, a request for a Conditional Use Permit for an auto service and diagnostic facility in the Palm Valley PAD zoning district.

ATTACHMENTS:

Click to download

- Exhibits A-I

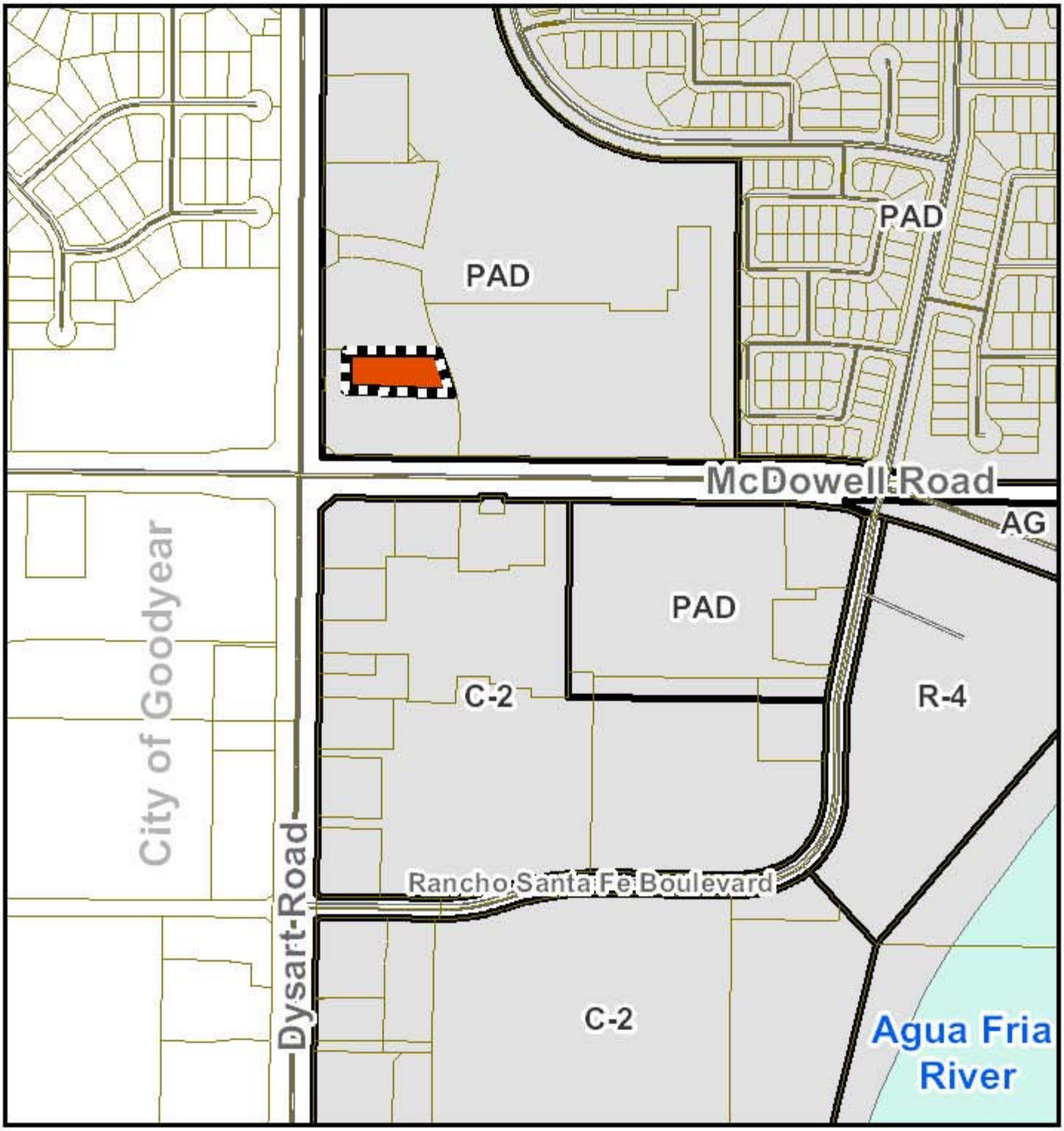
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

ATTACHMENTS

Exhibit A Zoning Vicinity Map
Exhibit B Aerial Photo 2007
Exhibit C Summary of related facts
Exhibit D Applicant narrative, date stamped September 20, 2007
Exhibit E Proposed site plan, date stamped October 4, 2007
Exhibit F Proposed landscape plan, date stamped October 4, 2007
Exhibit G Letter from Kara Walker, dated September 12, 2007
Exhibit H Emails from Chuck Chavez and Kara Walker, dated September 19-24
Exhibit I Draft Planning Commission Meeting Minutes from October 18, 2007

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

2007 Aerial Photograph

Avondale

Subject Property

N

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-07-9

THE PROPERTY	
PARCEL SIZE	0.75 acres
LOCATION	Approximately 215 feet north of the northeast corner of Dysart Road and McDowell Road.
PHYSICAL CHARACTERISTICS	None
EXISTING LAND USE	Vacant pad within Alameda Crossing shopping center
EXISTING ZONING	PAD/C-2 (Planned Area Development with C-2 uses)
ZONING HISTORY	Annexed on January 16, 1978; Palm Valley PAD approved on September 6, 1994.
DEVELOPMENT AGREEMENT	The City and SunCor Development entered into a development agreement in 1993. The development agreement was amended in 1997, 1998, and 2002. The third amendment to the development agreement specified C-2 (Community Commercial) uses for the subject property. There are no outstanding issues pertaining to this agreement.

SURROUNDING ZONING AND LAND USE	
NORTH	C-2 (Community Commercial) - Automotive
EAST	C-2 (Community Commercial) - Vacant
SOUTH	C-2 (Community Commercial) - Vacant
WEST	R1-6 (Single Family Residential) – Agua Fria High School
GENERAL PLAN	
The subject property is designated as Freeway Commercial on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Litchfield Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Rancho Santa Fe Elementary (K-5) Wigwam Creek Middle School (6-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Dysart Road	
Classification	Arterial Street
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Three traffic lanes with center turn lane. Curb, gutter, detached sidewalk, landscaping, and street lights.
Standard half street improvements	Three traffic lanes with center turn lane. Curb, gutter, detached sidewalk, landscaping and street lights.
McDowell Road	
Classification	Arterial Street
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Two traffic lanes with center turn lane. Bike lane. Curb, gutter, detached sidewalk, landscaping and street lights.
Standard half street improvements	Two traffic lanes with center turn lane. Bike lane. Curb, gutter, detached sidewalk, landscaping and street lights.

UTILITIES
There is an existing 6” water line running through the site connected to a 16” line in McDowell Road. There is an existing 6” sewer line running through the site connected to a 24” line in Rancho Santa Fe Boulevard.

EXHIBIT D

PLANNING RECEIVED DIVISION

PROPOSED JUST BRAKES-ALAMEDA CROSSING
Project Narrative

The applicant proposes to construct a Just Brakes on Lot 6 in the Alameda Crossing Shopping Center located at the northeast corner of North Dysart Road and West McDowell Road. Just Brakes provides only brake service, diagnosis and replacement.

1. The proposed project is consistent with the Commercial designation of the General Plan and the Freeway Corridor Specific Plan.
2. The proposed use is conditionally permitted under the C-2 zoning standards of the Alameda Crossing/Palm Valley Planned Area Development and will comply with all city codes and regulations.
3. The proposed project is compatible with the surrounding uses, and site and building design are also subject to review by the Alameda Crossing Architectural Review Committee.
4. The proposed 4080 square foot building and associated landscaping will be consistent with the design standards adopted for Alameda Crossing.
5. Ingress and egress to the property will be through the existing shopping center driveways.
6. Two additional access driveways to the shopping center driveway along the northern boundary of the site are proposed to accommodate internal circulation and to meet turning radii requirements for emergency vehicles.
7. Internal sidewalks will connect to existing sidewalks in the shopping center and will provide an accessible route.
8. The proposed use is expected to generate minimal traffic, with store volume estimated at 25 customers per day.
9. Sufficient on-site parking will be provided to meet the requirements of the ordinance, one space per 300 square feet of building area.
10. The proposed project will require minimal utility service, and will have no impact on schools or recreation facilities.
11. The bay doors will not face a public street and site landscaping will provide adequate buffer between adjacent businesses. Mature trees which match the height and caliper of trees located on the car wash parcel to the south and retail parcel to the north will be used. There are no adjoining residential parcels.
12. There will be no outdoor storage, and all work will take place within the building.
13. The proposed facility will operate from 7:00 a.m. to 6:00 p.m. Monday through Saturday.
14. Exterior lighting will be consistent with that of other businesses located in the Alameda Crossing shopping center.
15. The proposed project will produce no smoke, dust, or vibration. Just Brakes does not generate any hazardous waste, and is classified as a Conditionally Exempt Small Quantity Generator. Waste brake fluid is collected in fluid barrels and removed at regular intervals by a third party specialty waste disposal service. Waste brake pads and shoes contain no asbestos or any other hazardous chemical and are routinely discarded with regular waste.

16. The proposed project will not generate noise that will be a nuisance to surrounding businesses. Just Brakes uses AIRCAT quality pneumatic hand tools that incorporate unique patented exhaust muffler/filter technology and operate at 82 dB when measured from a distance of ten feet. Many variables affect sound outside the building, but the decibels would decrease approximately 5 dB for every additional ten feet. Additionally, sound is further dissipated by landscape buffer between the bays and adjacent buildings.

PROPOSED JUST BRAKES-ALAMEDA CROSSING
Operational Narrative

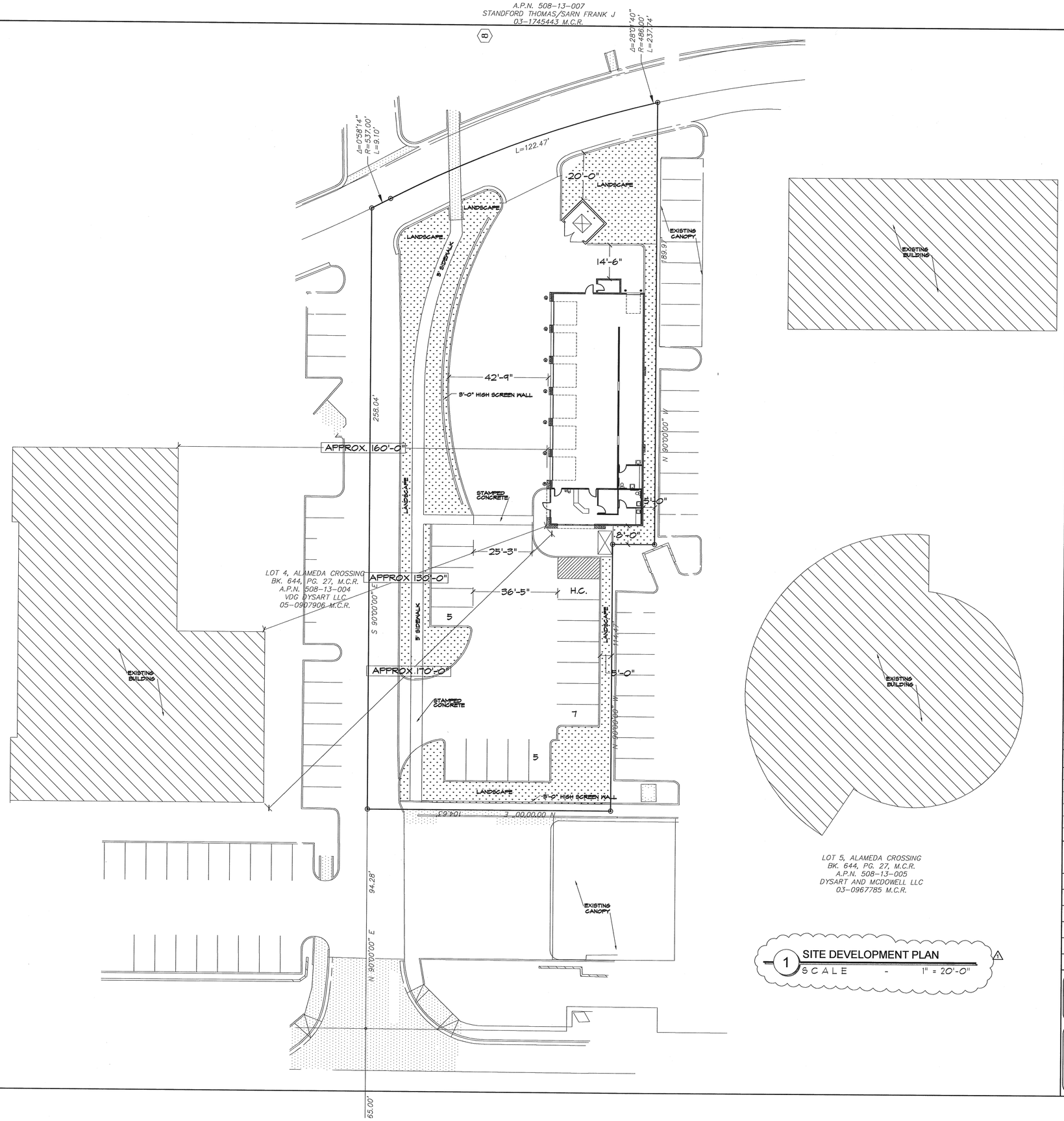
The applicant proposes to construct a Just Brakes on Lot 6 in the Alameda Crossing Shopping Center located at the northeast corner of North Dysart Road and West McDowell Road.

Just Brakes is an automotive brake service facility, and provides the following services:

1) Inspection of automotive brake systems.
2) Adjustment of brake systems.
3) Bleeding of brake systems.
4) Replacement of worn brake pads and shoes.
5) Turning of brake rotors and drums.
6) Packing bearings.

Just Brakes does not perform oil changes, body work, exhaust work, or any other heavy automotive repairs.

PLANNING
RECEIVED
SEP 20
DIVISION



1 SITE DEVELOPMENT PLAN
SCALE - 1" = 20'-0"

EMBREE GROUP
CONSTRUCTION
4747 WILLIAMS DRIVE
GEORGETOWN, TX. 78633
PH. (512) 819-4700
FAX (512) 869-3442

ALAMEDA CROSSING
LOT 6
AVONDALE, ARIZONA

Revisions

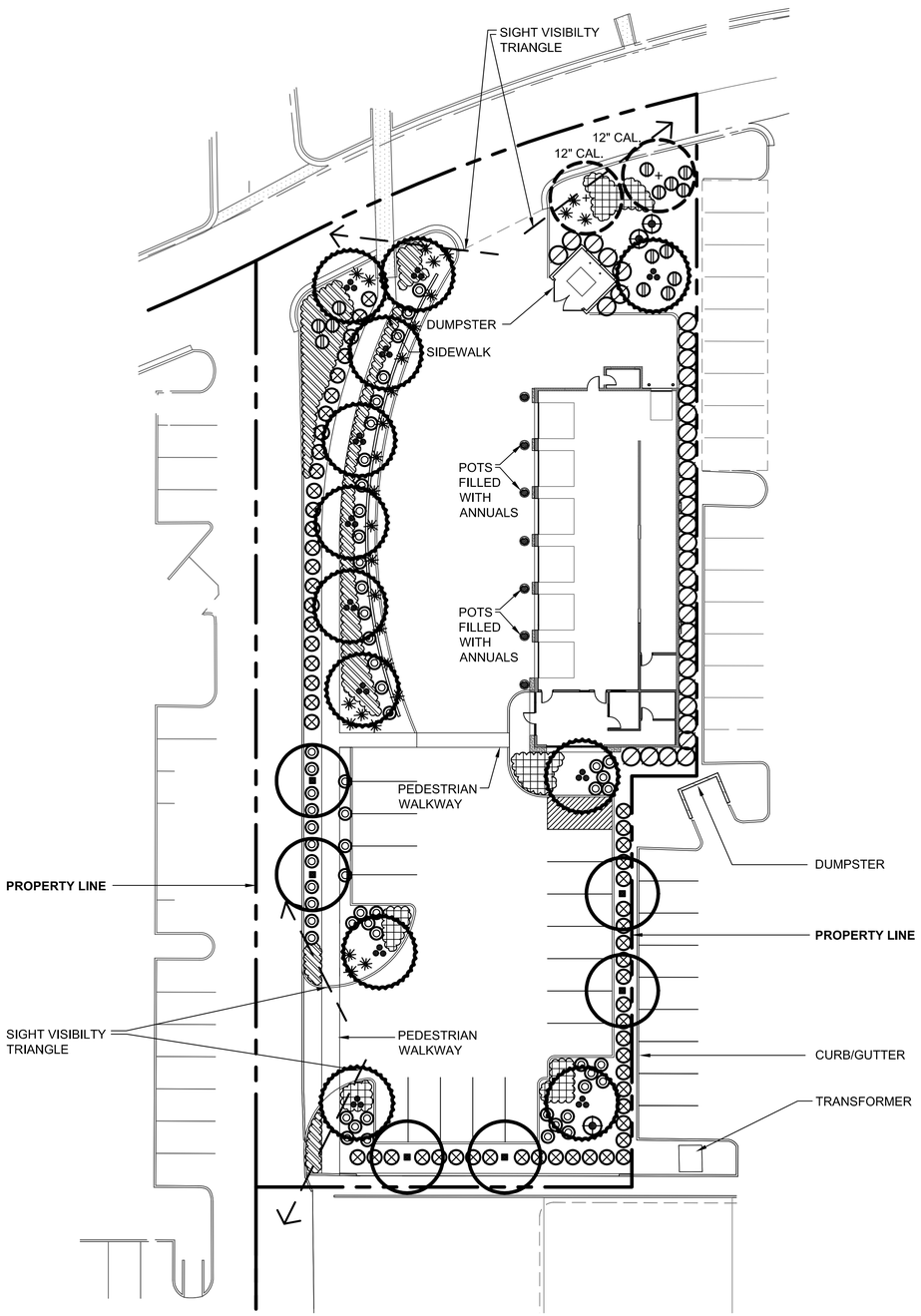
No.	Initials	Date
1	S.U.P. COMMENTS	9-19-07
2		
3		
4		
5		
6		

7-30-07

File	
Scale	AS NOTED
Checked By:	-DM
Checked By:	-PM
Drawn By	
Date	7-30-07

Sheet Name
SITE PLAN

Sheet No.
C-1

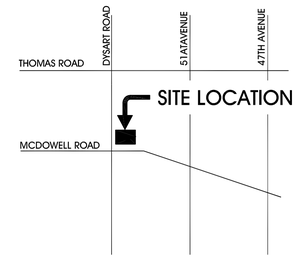


LANDSCAPE CONCEPT PLAN

1" = 20'-0"

NORTH

0 2' 5' 10' 20' 40'



VICINITY MAP

N.T.S.

North

the MOORE/SWICK partnership
landscape architects and planners
414 s. mill avenue, suite 207
tempe, arizona 85281
phone 480.894.9284
fax 480.894.9301

EMBREE GROUP
CONSTRUCTION
4747 WILLIAMS DRIVE
GEORGETOWN, TX. 78633
PH. (512) 819-4700
FAX (512) 869-3442

ALAMEDA CROSSING
LOT 6
AVONDALE, ARIZONA

CALCULATIONS

LANDSCAPE AREAS COMMERCIAL ONLY	Required	Provided
A. ON-SITE LANDSCAPE AREA COMMERCIAL: 10% OF NET SITE AREA INDUSTRIAL: 5% OF NET AREA	8,436 SQ. FT.	9,097 SQ. FT.
B. RESIDENTIAL BUFFER LANDSCAPE AREA 10 FT FROM ALL RESIDENTIAL BOUNDRIES	0 SQ. FT.	0 SQ. FT.
C. PARKING LANDSCAPE AREA MINIMUM 5%	421 SQ. FT.	1,846 SQ. FT.
D. PARKING ISLANDS 1 PER 12 CONSECUTIVE PARKING SPACES MINIMUM 5 FT. WIDE MINIMUM 50 SQ. FT.	50 SQ. FT.	50 SQ. FT.
E. FOUNDATION PLANTING 33% OF BUILDING FRONTAGE FOR BUILDINGS FRONTING ON PUBLIC STREETS.	33%	33%
LANDSCAPE PLANTINGS	**Required**	**Provided**
RIGHT OF WAY LANDSCAPE PLANTINGS		
F. TREES: 1 PER 20 FT. OF STREET FRONTAGE	4 TREES	4 TREES
G. SHRUBS: 2 PER 20 FT. OF STREET FRONTAGE	8 SHRUBS	15 SHRUBS
H. SHRUBS AND GROUNDCOVER AREA 25%	115 SQ. FT.	130 SQ. FT.
PARKING SPACE PLANTINGS		
I. TREES: 1 PER 8 PARKING SPACES	2 TREES	4 TREES
RESIDENTIAL BUFFER PLANTINGS		
J. TREES: 1 PER 20 FEET OF RESIDENTIAL BOUNDARIES SPECIAL PLANTING REQUIMENTS (PAD, ZONING, ETC.)	0 TREES	0 TREES
TOTALS		
TOTAL LANDSCAPE AREAS (A+B)	8,436 SQ. FT.	9,097SQ. FT.
TOTAL USEABLE OPEN SPACE PERCENT (PAD ONLY)	0 %	0 %
TOTAL TREES (F+I+J)	6 TREES	8 TREES
TOTAL 24" BOX TREES (25% OF TOTAL TREES)	6 TREES	6 TREES
TOTAL SHRUBS (G)	8 SHRUBS	15 SHRUBS
TOTAL GROUNDCOVER (H)	115 SQ. FT.	210 SQ. FT.

GENERAL NOTES

1. THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANSDSCAPING WITHIN THE RIGHT-OF-WAY.
2. A 3-FOOT CLEAR SPACE IS REQUIRED AROND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH WHEN MATURE.

PLANT MATERIAL LIST

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	QTY.	REMARKS
	TREES:			
+	EXISITING CERCIDIUM FLORIDUM BLUE PALO VERDE	SEE PLAN FOR CAL. SIZE	2	PROVIDE IRRIGATION AND PROTECT FROM DAMAGE DURING CONSTRUCTION OPERATION
	CERCIDIUM HYBRID 'DESERT MUSEUM' 'DESERT MUSEUM' THORNLESS PALO VERDE	SEE TREE SIZE NOTE	11	
	DALBERGIA SISSOO SISSOO TREE	SEE TREE SIZE NOTE	9	
	SHRUBS:			
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GALLON	3	
	CHRYSACTINIA MEXICANA DAMIANITA	5 GALLON	15	
	LEUCOPHYLLUM LAVIGATUM CHIHUAHAUN SAGE	5 GALLON	51	
	NERIUM OLEANDER 'PETITE PINK' DWARF OLEANDER	5 GALLON	34	
	RUELLIA BRITTONIANA RUELLIA	5 GALLON	54	
	ACCENTS:			
	HESPERALOE PARVIFOLIA RED YUCCA	5 GALLON	32	
	GROUND COVERS:			
	LANTANA MONTEVIDENSIS 'NEW GOLD' YELLOW TRAILING LANTANA	1 GALLON	55	3' O.C., TRIANGULATED
	WEDELIA TRIBOLTA YELLOW DOTS	1 GALLON	25	3' O.C., TRIANGULATED
	ANNUALS:			
	OWNER TO SELECT	6" CUPS		
	DECOMPOSED GRANITE:			
AS NOTED	MADISON GOLD	3/4" MINUS		ALL LANDSCAPE AREAS TO RECEIVE A 2" LAYER
	POTS:			
	CONCRETE POT			LANDSCAPE ARCHITECT TO SELECT

EXISTING PLANT MATERIAL

THE LANDSCAPE CONTRACTOR, IN ASSOCIATION WITH THE GENERAL CONTRACTOR, SHALL THOROUGHLY EXAMINE THE EXISTING LANDSCAPE DURING THE BID PROCESS. THEY SHALL DETERMINE WHAT LANDSCAPE MATERIAL, IF ANY, IS SUITABLE FOR PROTECTION DURING THE CONSTRUCTION PHASE TO BE INCORPORATED INTO THE FINAL LANDSCAPE INSTALLATION. CONSIDERATION MUST BE GIVEN TO ALL ASPECTS OF THE SCOPE OF WORK OF ALL OTHER TRADES AND ON SITE ACTIVITY DURING THE ENTIRE COURSE OF CONSTRUCTION. THIS INSPECTION SHALL ADDRESS ALL METHODS AND MEANS TECHNIQUES SO AS TO PROVIDE THE FINAL LANDSCAPE PLANTING PLAN IN COMPLETE CONFORMANCE WITH ALL CITY AND LANDSCAPE DESIGN REQUIREMENTS. IF, IN THE CONSENSUS OF THE LANDSCAPE CONTRACTOR AND THE GENERAL CONTRACTOR, EXISTING MATERIAL CAN BE INCORPORATED INTO THE LANDSCAPE DESIGN PLANS AND CONTRIBUTE TO THE LANDSCAPE DESIGN REQUIREMENTS, THEY SHALL ACCOMPLISH ALL METHODS AND MEANS TO DELIVER THE FINAL INSTALLATION PER THE APPROVED LANDSCAPE PLAN. IF, IN THE OPINION OF THE LANDSCAPE CONTRACTOR, EXISTING MAT'L CAN BE SUBSTITUTED FOR NEW PLANTS AS SHOWN ON THE APPROVED PLAN, THEIR INTENTIONS SHALL BE PART OF THEIR BID PROPOSAL AS A VALUE ENGINEERING ALTERNATIVE. THE ARCHITECT SHALL OBTAIN NECESSARY CITY APPROVALS FOR THESE REVISIONS.

THE GENERAL CONTRACTOR AND THE LANDSCAPE CONTRACTOR SHALL MEET ON SITE PRIOR TO THE COMMENCEMENT OF ANY WORK ON THIS PROJECT. ALL LANDSCAPE MATERIAL TO BE PART OF THE FINAL INSTALLATION SHALL BE IDENTIFIED AND PROPERLY PROTECTED DURING ALL PHASES OF CONSTRUCTION BY WHATEVER MEANS THEY DEEM APPROPRIATE, INCLUDING TRANSPLANTING TO A TEMPORARY HOLDING AREA. AT THE END OF CONSTRUCTION, THE FINAL LANDSCAPE INSTALLATION MUST REFLECT THE APPROVED LANDSCAPE PLAN (OR ANY APPROVED REVISIONS) IN ITS ENTIRETY WITH ALL GUARANTEES IN FULL EFFECT.

RETENTION BASINS

RETENTION AREAS SHALL BE GRADE WITH A MAXIMUM SLOPE OF 4:1 AND BE PLANTED WITH 50% COVER.

POWER LINE NOTE

THERE ARE NO OVERHEAD POWER LINES ON THIS PROJECT.

TREE CANOPY CLEARANCE

TREES ADJACENT TO PEDESTRIAN WALKWAYS SHALL HAVE A MINIMUM CANOPY CLEARANCE OF 6'-8".

TREE SIZES

STREET FRONTAGE TREES:
25% TO BE 4" CALIPER
25% TO BE 3" CALIPER
50% TO BE 2" CALIPER

TREES ON REMAINDER OF SITE:
60% TO BE 2" CALIPER
40% TO BE 1" CALIPER

FIRE LINE B.F.P. NOTE

THERE IS NO FIRE LINE BACKFLOW PREVENTER ON THIS PROJECT.

FIRE HYDRANT NOTE

NO LANDSCAPING SHALL BE INSTALLED WITHIN THREE (3) FEET OF ALL FIRE HYDRANTS AND FIRE APPARATUS.

IRRIGATION NOTE

ALL PLANT MATERIAL TO BE IRRIGATED BY AN AUTOMATIC UNDERGROUND 'HARD PIPE' DRIP IRRIGATION SYSTEM. TREES AND SHRUB/GROUND COVER SHALL BE VALVED SEPARATELY.

NOT FOR CONSTRUCTION

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
GREGORY C. SWICK
Date Signed
ARIZONA, U.S.A.

Revisions

No.	Initials	Date
1		
2		
3		
4		
5		
6		

File	
Scale	1"=20'-0"
Checked By:	GS
Checked By:	GS
Drawn By	CB
Date	09.21.07

Sheet Name
LANDSCAPE CONCEPT PLAN

Sheet No.
L1

LDL, LLC

3505 E. Harmon, Suite B, Las Vegas, Nevada 89121

September 12, 2007

Mr. Ken Galica
City of Avondale
Planning & Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, AZ 85323

Dear Mr. Galica,

Please accept this letter as the owner's response to the letters we received from the City of Avondale as well as the Developer for application #DR-07-28 and CU-07-9.

It is our understanding that Just Brakes has submitted plans to build on the vacant pad to the south of our property at 1619 N. Dysart, Avondale, AZ.

Per the site plan, we noticed the roll up doors to the open bays will face north, towards our property. The back of the Just Brakes building, with no open bays, faces south towards the car wash.

This proposed layout is of concern. The noise level and unsightly exposure to the open bays raises concerns for us as a retail property owner with tenants to consider.

It is our preference if automotive is to be allowed next to our retail property, the open bays to the Just Brakes face south toward the car wash which is another other automotive use. We feel the car wash, a similar automotive use, would not be as concerned with the noise and appearance of the exposed vehicle repair as our retail tenants have expressed.

If you have any questions, please fell free to give me a call at any time.

Regards,

Kara Walker
LDL, LLC Properties
3505 E. Harmon Avenue, Suite B
Las Vegas, NV 89121

702-435-7011 Office
702-435-3494 Fax
support@ldlproperties.com

cc: Wade Todd, Georgetown Development Company

Kenneth Galica

From: Chuck Chavez [Chuck.Chavez@peiwei.com]
Sent: Monday, September 24, 2007 9:50 AM
To: wttodd@hotmail.com
Cc: Avondale.0114; Maurice Bergevin; Kenneth Galica
Subject: Proposed Just Brakes-Avondale, AZ
Attachments: avondale, az.site plan.2.pdf

Wade,
Sorry it has taken me so long to get back to you. While we would prefer that the bays not face our restaurant, this plan is much better. Will 17 parking spaces will be sufficient for your customers and employees?

Thank you for addressing our concerns.

Chuck Chavez
Regional Director of Development

PEI WEI ASIAN DINER, INC.
480.888.3808 Office
chuck.chavez@peiwei.com

From: Avondale.0114
Sent: Thursday, September 20, 2007 7:09 PM
To: Chuck Chavez
Subject: FW: Proposed Just Brakes-Avondale, AZ

Chuck, Not sure if you have been getting all this communication, so I thought I would forward you the latest on the just brakes going in outside our south window. -Greg

---

From: support [mailto:support@ldlproperties.com]
Sent: Wednesday, September 19, 2007 5:28 PM
To: Avondale.0114; Tony Summers
Subject: Proposed Just Brakes-Avondale, AZ

Hi there,

The Just Brakes developer has made a change to the proposed site layout. It is attached for your review. They moved the building further back from the street and added a heavier landscape buffer. The developer also told me (via phone) they will add more mature trees, comparable in age to the trees on our property.

The line-of-site appears to be better. It is not as close. But the doors are still facing us.

We feel better about this layout but I have also requested they email me a detailed landscape plan as well.

Is there a Chuck with Pei Wei that is in the loop on this? If so, can you forward to him?

Regards,

Kara Walker
LDL, LLC Properties

3505 E. Harmon Avenue, Suite B
Las Vegas, NV 89121

702-435-7011
702-435-3494 Fax
support@ldlproperties.com

----- Original Message -----
From: Wade Todd
To: support@ldlproperties.com
Cc: kgalica@avondale.org
Sent: Wednesday, September 19, 2007 4:58 PM
Subject: Proposed Just Brakes-Avondale, AZ

Kara,

Thanks for returning my call today. As promised, I've attached our revised site plan. With our building moving to the southeast, and the increased landscape buffer and screening, our project should not impact your tenants at all. There will be no noise issues either as the air wrenches Just Brakes uses produce only 82dB when measured from a distance of ten feet.

Please share this site plan with Chuck and any others who have expressed any concern. I have been trading calls with Chuck, and I left him a message again yesterday. I said I would call you on Friday, but after looking at my schedule of meetings and travel, I'll not likely be able to call you until Monday.

Thanks for your time and consideration.

Wade Todd
Georgetown Development Company
P.O. Box 33
Georgetown, Texas 78627
512-869-0188 (Office)
512-750-9658 (Mobile)
512-869-1073 (Fax)

==========
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This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

Thank you for your cooperation.

P.F. Chang's China Bistro and Pei Wei Asian Diner
==========

Excerpt of the Draft Minutes of the regular Planning Commission meeting held October 25, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
Kevin Grimsley, Commissioner
Edward Meringer, Vice Chair
Michael Alcorn, Commissioner
Alan Lageschulte, Chairman

COMMISSIONER ABSENT
David Iwanski, Commissioner (Excused)

CITY STAFF PRESENT
John Vater, Planner, Development Services
Ken Galica, Planner II, Development Services
Brian Berndt, Development Services Director

APPLICATION NO. CU-07-9

APPLICANT: Mr. Wade Todd, Georgetown Development Company
524 Riverdown Road
Georgetown, TX 78627

REQUEST: This is a request for Conditional Use Permit approval for a Just Brakes automobile brake sales and service facility in the Palm Valley PAD zoning district. The property is located within the Alameda Crossing shopping center.

Ken Galica, Planner II, Development Services Department, stated this item was a request for a Conditional Use Permit (CUP) approval for an auto service and diagnostics facility in the Palm Valley PAD zoning district. He reported that the applicant, Just Brakes, offers a range of brake-related services, including inspection, adjustments and replacement of brake systems, but will not offer any heavy vehicle repair or service any semi trucks or large commercial vehicle trucks at this location. He described the proposed location as an undeveloped 0.75 acre parcel within the Alameda Crossing Shopping Center located at the northeast corner of Dysart Road and McDowell Road, which is part of the Palm Valley PAD and allows for C-2 types of uses; auto services and diagnostic facilities are permitted subject to approval of a CUP. Mr. Galica described the surrounding property uses to include a car wash and oil change facility to the south; a retail building occupied by several restaurants, Pei Wei, NYPD Pizza, and a dentist office to the north; and larger retailers to include Kohl's and Joann Fabrics to the east; while the City of Goodyear borders the site to the west. He described the access to the site and the proposed building as approximately 4,080 square feet which will include six service bays, a waiting area and storage areas, with no outdoor area proposed or allowed.

Mr. Galica informed the Planning Commission that the site meets the Zoning Ordinance requirements by providing 17 parking spaces, including 1 handicap stall. He noted there was an initial concern that the orientation of the building to the north could have a negative impact on the retail building adjacent to this property; thus, the Site Plan was revised and the building was relocated south and east of its original location, and with the current proposal, there is roughly a 130 foot separation between the nearest points of the two buildings. Furthermore, he pointed out that the applicant is providing a substantial quantity of mature landscaping along the northern property line and decorative screen walls for additional buffering. Mr. Galica explained: 1) That the General Plan designation for the property is Freeway Commercial, and the proposed use is consistent with the designation and is in character with the uses on the adjacent parcel, notably the car wash and oil change facility to the south. 2) He reported that careful consideration has been

given to the Site Plan and Landscape Plan for this project so as not to have a detrimental impact on the surrounding properties, and the building has been positioned to allow for a maximum separation to the building to the north, and with the heavy landscaping and decorative screening provided to further reduce any impact, the use will be compatible with nearby properties in Staff's opinion. 3) The preliminary Site Plan and Landscape Plan meet all requirements of the PAD and Zoning Ordinance and the site is adequate in size and shape to accommodate the proposed use. 4) The site has access to both McDowell Road and Dysart Road. 5) The Site Plan and Landscape Plan contain adequate measures and stipulations to mitigate potentially negative impacts.

He reported that Staff is recommending approval of the application with five stipulations. Mr. Galica stated he was available for questions, as well as Mr. Wade Todd, Georgetown Development Company, representing Just Brakes.

Chairperson Lageschulte thanked Mr. Galica for his presentation and invited questions from the Commission.

Commissioner Grimsley noted there was no elevation documentation included and with two of the three walls of the building facing retail locations, he wanted to know how those walls would look. Mr. Galica explained that the review of a CUP does not include design of the building itself, and that Staff is reviewing elevations and will ensure that all four sides of the building are treated architecturally and will have different variations and color and materials that are involved in the Alameda Crossing palette. Commissioner Grimsley inquired if the design would come before the Planning Commission. Mr. Galica clarified that the design would be for administrative approval and would have to meet certain standards before Staff would approve it.

Chairperson Lageschulte invited further questions, and hearing none, invited the applicant to address the Commission.

Wade Todd, Georgetown Development Company on behalf of Just Brakes, 524 Riverdown Road, Georgetown, TX, stated he did not have a presentation, but would be happy to answer questions and would like to respond to Commissioner Grimsley's question. He reported they had one submittal of the elevations for Site Plan review, and Staff reviewed that, and they have recently resubmitted and met every condition that Staff raised pertaining to architectural enhancements of the building.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Copeland thanked Mr. Todd for choosing Avondale for the Just Brakes establishment. She asked if he had considered other locations within Avondale for this business. Mr. Todd replied he was not involved in the site selection process, but brokers had worked for a number of months trying to locate sites and this site met all the criteria that seemed to work best.

Chairperson Lageschulte invited further questions for the applicant, and hearing none, opened the item for public hearing. There were no requests to speak. Chairperson Lageschulte called for a motion.

Vice Chair Meringer **MOVED** that the Planning Commission accept the findings and recommend approval of application CU-07-9, a request for a Conditional Use Permit for an auto service and diagnostics facility in the Palm Valley PAD zoning district. Commissioner Grimsley **SECONDED** the motion.

Chairperson Lageschulte noted omission of discussion of a previous item, and opened the floor for discussion on Public Hearing Item CU-06-16, a request for Conditional Use Permit approval for a social service support center in the C-2 zoning district. Hearing none, he closed the floor for discussion on this item.

Chairperson Lageschulte opened the floor for discussion on Public Hearing Item CU-07-9, a request for a Conditional Use Permit approval for a Just Brakes automobile brake sales and service facility in the Palm Valley PAD zoning district.

Commissioner Copeland opined that this was not the right location for this particular business, reasoning that one of the findings necessary to grant a Conditional Use Permit is that "The use will be compatible with other adjacent and nearby land uses." She explained that even though there is a car wash on the corner, the car wash looks like a bank as one approaches it and the car wash action is on the back side away from the view of the busy intersection. She pointed out there are several eateries and anchors like Joann's and Kohl's, and within a four block radius there are Just Brake competitors. Commissioner Copeland expressed that the Planning Commission would like for the applicant's business to be in Avondale, but personally she does not think this is the right spot for this particular business because she does not believe it is compatible with the other types of establishments in that location.

Commissioner Alcorn explained his big concern was the traffic pattern in and out, and that he would love to see the building turned backwards so it faced the car wash. He reported that when he drives in between the Pei Wei and that lot right now he has almost been hit four times in the last three months. Commissioner Alcorn opined that adding the confusion of a Just Brakes business, it will add more problems than can be dealt with and the traffic pattern will be really fouled up. He pointed out the City has already had to change the signal once and he believes the City will have to change it again because it is causing a problem on Dysart Road, and this business will only add to the problem.

Commissioner Grimsley expressed he was no more a fan of this project than the other Commissioners; however, based on Staff findings on what the average daily patronage will be with a facility such as this, some type of business will have to go there, and this project will be adjacent to another auto facility. He opined that adding 25 customers on a daily basis would be adding 25 cars, and he could not think of another business which would generate less traffic. Commissioner Grimsley expressed that, with this item meeting all criteria, he really did not see how the Commission could object to it because it would not have an impact on the surrounding area.

Chairperson Lageschulte reported he agreed with the other Commissioners, in that he thinks the doors on the building are facing the wrong direction and should be facing the car wash, and he does not think this shopping center is the right location for this business. Chairperson Lageschulte stated he would have to agree with Commissioner Copeland, in that he would like to see this business in Avondale, but he does not think it is in the right spot.

Chairperson Lageschulte invited further discussion, and hearing none, called for a vote.

ROLL CALL VOTE

Commissioner Webster	Nay
Commissioner Copeland	Nay
Vice Chair Meringer	Aye
Commissioner Alcorn	Nay
Chairperson Lageschulte	Nay
Commissioner Grimsley	Aye
Commissioner Iwanski	Excused

THE MOTION FAILED 4-2

Chairperson Lageschulte called for a motion.

Commissioner Copeland **MOVED** that the Planning Commission not accept the findings and not recommend approval for the application of CU-07-9, a request for a Conditional Use Permit for an automobile service and diagnostics facility in the Palm Valley PAD zoning district. Commissioner Webster **SECONDED** the motion.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye

Vice Chair Meringer	Nay
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Nay
Commissioner Iwanski	Excused

THE MOTION PASSED 4-2.

DEVELOPMENT SERVICES

SUBJECT:
Site Plan Approval For Fresh & Easy Market at Coldwater Springs Promenade (DR-07-18)

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Request for Site Plan Approval for the 1.82 acre Fresh and Easy Market pad site (pad #3) at Coldwater Springs Promenade.

PARCEL SIZE: 1.82 Acres

LOCATION: SEC of Van Buren Street and Avondale Blvd. in the Coldwater Springs Promenade development, Pad 3, Lot 5 (Exhibits A and B).

APPLICANT: Matt Personne, Robert Kubicek Architects and Associates, Inc.

OWNER: Tesco, El Segundo

BACKGROUND:

The Coldwater Springs Promenade property is comprised of two parcels. The west 11 acres is designated for C-2 uses by the Coldwater Springs Planned Area Development (PAD). The subject property was annexed in 1997 and zoned AG (Agriculture). It was rezoned to PAD on March 17, 1997. The eastern 8.95 acres was annexed into the city in 1999 and zoned AG (Agriculture). It was rezoned from AG to C-2 (Community Commercial) on October 2nd, 2000.

A master site plan for Coldwater Springs Promenade and final site plans for Major A, Shops B-D, Pad 1, Pad 6, and Office A-G (DR-06-8) was approved by the City Council on May 7, 2007. A stipulation of that approval was that final site plans for Pads 2-5 and Shops F shall be reviewed by the Planning Division and Planning Commission, and shall be reviewed and approved by the City Council prior to the issuance of a building permit.

SUMMARY OF REQUEST:

Request for Site Plan Approval for the 1.82 acre Fresh and Easy Market pad site (pad #3) at Coldwater Springs Promenade.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 18, 2007 and voted 6-0 to recommend APPROVAL of this request subject to the following stipulations:

1. The development shall conform to the preliminary site plan date stamped September 17, 2007; the preliminary landscape plan date stamped April 4, 2007; and the elevations dated April 4, 2007; except as modified by these stipulations.
2. In accordance with Section 106.C.4 of the City of Avondale Zoning Ordinance the approval of the site plan shall expire within one year if a building permit has not been issued.

ANALYSIS:

General Plan:

The site is designated as Commercial in the General Plan. The site is zoned PAD and C-2 and is in conformance with the uses specified.

Access, Circulation, and Parking:

Access to the site will be provided by a limited access driveway from Van Buren Street. Internal drive aisles will provide access to internal circulation and parking (Exhibt D).

Landscaping and Screening:

- The preliminary landscape plan features a mix of Blue Palo Verdes and Sissoo as well as six different varieties of shrubs (Exhibit E).
- Roughly 47 percent of the trees proposed for the site are 24-inch box and 36-inch box varieties.
- A 50 foot landscape buffer proposed along Van Buren Street on the north boundary of the site. This landscape buffer includes a combination of 24-inch box Willow Acacia trees and 24-inch box Blue Palo Verde trees planted every twenty feet on center.
- A portion of the retention will be provided within the frontage landscaping. The rest of the retention required for this site will be provided underground.
- A three foot wall is required to screen the parking lot from the adjacent public street. The proposed screen wall meets Zoning Ordinance requirements.

Building Elevations:

- The proposed architecture utilized the same materials that are approved as part of the Coldwater Springs Promenade (Exhibit F).
- The building will be comprised of scored beige and olive stucco, and integrally colored cocoa brown split face block with olive and green stucco used for accent.
- All four sides of the buildings have been treated architecturally with the full range of materials used for this project. In addition, architectural details such as cantilevered metal canopies, a sail feature over the primary building entrance, and variations to the height of the parapet are proposed to add visual interest to the building.
- A depressed delivery dock is proposed on the rear of the building nearest the south property line.
- An 8 foot stucco screen wall is provided along the entire length of the unloading dock.
- The applicant is proposing two shopping cart return areas located within the parking lot that are constructed of integrally colored cocoa brown split face block to match the material used on the buildings elevations. Cart storage areas are located adjacent to the north elevation and in several locations throughout the parking lot. Cart storage is screened by 3 foot stucco walls intended to provide additional variation and movement to the building and site.
- The proposed site plan features a single trash enclosure located adjacent to the southeast corner of the building. The trash enclosure will be constructed of integrally colored cocoa brown split face block and stucco to emulate the proposed building's architecture.

Signage:

A sign program has been submitted for the development. The sign program includes elevations and details of the proposed wall signs for the proposed grocery use. The proposed wall signs are a combination of internally illuminated pan channel and halo backlit reverse pan channel signs.

FINDINGS:

Staff finds that the proposed site plan meets the objectives of the General Plan and is in conformance with the zoning for the Coldwater Springs Promenade Planned Area Development as well as the City of Avondale Zoning Ordinance.

RECOMMENDATION:

Planning Commission recommends that the City Council accept the findings with the attached two stipulations and appove site plan application DR-07-18, a request to approve the site plan of Fresh & Easy Market at Coldwater Springs Prominade.

PROPOSED MOTION:

"I move that the City Council accept the findings with the attached two stipulations and APPROVE application DR-07-18, a request to approve the site plan of Fresh & Easy Market at Coldwater Springs Prominade."

ATTACHMENTS:

Click to download

No Attachments Available

FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

John Vater, Planner (623) 333-4014

CITY COUNCIL REPORT

SUBJECT:
Future Building Height Along 99th Avenue and I-10 Corridor (SP-07-03 and SP-07-04)

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Dean Svoboda

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will be asked to review two city initiated amendments to the North Valley Specific Area Plan (SP-07-03) and the Freeway Corridor Specific Plan (SP-07-04). The proposed amendments will increase the maximum building height allowed along portions of the 99th Avenue and I-10 corridors. This item is being presented for information only in preparation for a future public hearing.

BACKGROUND:

The North Avondale Specific Plan covers that portion of the city located north of Encanto Boulevard. The Freeway Corridor Specific Plan covers the area generally located between 99th Avenue and Dysart Road from Encanto Boulevard to Van Buren Street. Both specific plans were first adopted in the early 1990's and amended in 2002 to be consistent with the General Plan (see Exhibit A).

North Avondale Specific Plan

The primary objective of the North Avondale Specific Plan is to maintain and enhance the low to medium density residential character of the area. The Plan establishes a transition zone along 99th Avenue to act as a buffer from more intense land uses planned in the City of Phoenix. It also recognizes that the proximity of 99th Avenue to the Loop 101 Freeway offers an opportunity to establish a "high identity community edge". It envisions that the entry to the City at 99th Avenue and Indian School Road will be a focal point for this edge identity.

The North Valley Specific Plan generally limits building heights to two stories. Building heights of 3 or 4 stories can be achieved by meeting certain performance criteria. The transition area along 99th Avenue is considered to be one of the areas where additional height is appropriate.

On October 1, 2007, the City Council approved PAD (Planned Area Development) zoning on 160 acres at the southwest corner of 99th Avenue and Indian School Road. The preliminary development plan for "Entorno" shows a mixed-use development with office, retail, and residential components. Included is an 8 story building set back 1400 feet from the western property line. A stipulation of the PAD approval requires that the specific plan be amended in order to achieve a greater building height.

Freeway Corridor Specific Plan

The primary objective of the Freeway Corridor Specific Plan is to provide a high profile location for economic development. The corridor is considered a prime location for corporate offices, hotels, and other signature buildings. The tallest and most visually prominent buildings in the city are to be located here.

The Freeway Corridor Specific Plan allows building heights ranging from two to ten stories. Four story buildings are allowed at the 99th Avenue and Dysart Road gateways. Ten story buildings are allowed at the

Avondale Boulevard interchange. Building heights were intended to decrease as the distance from each of these key locations increased. This concept has proven difficult to administer and raises questions about the height requirements on individual properties (see Exhibit B).

Several developments have been approved along this corridor with heights that exceed those envisioned by the specific plan. Each approval has been stipulated so that the additional height can only be achieved if the Freeway Corridor Specific Plan is amended. In addition, several preliminary development proposals are currently being discussed that may require additional building height.

The proposed height amendment will not affect land within the City Center study area. Building heights within this area will be determined by the City Center Specific Plan which is currently ongoing. The boundaries of the City Center study area are I-10 to Coldwater Springs Boulevard and 113th Avenue to 117th Avenue.

DISCUSSION:

Building height affects the city's urban form, the scale and intensity of development at any given location, and the character of the surrounding neighborhood. Tall buildings can provide landmarks that enhance community identity. They can also raise concerns about land use compatibility.

Building height is influenced by the type of land use, the type of construction, land values and other market forces, and local regulations. Increasing the maximum allowed building height will not ensure the development of multi-story buildings. It may in some instances remove a potential barrier to desired development.

North Avondale Specific Plan Amendment

The adopted North Avondale Specific Plan allows up to four stories if certain performance criteria are met. This is implemented through the PAD zoning process. The proposed amendment will allow up to 8 stories along 99th Avenue between Indian School Road and Thomas Road subject to the four story criteria. Any building over four stories in height must be located within 1,200 feet of 99th Avenue (see Exhibits C and D).

Freeway Corridor Specific Plan Amendment

The adopted Freeway Corridor Specific Plan allows a range of building heights from two to ten stories depending on the location and certain performance criteria. This is implemented through the PAD zoning process. The proposed amendment will replace the conceptual height limits along the Freeway Corridor with property specific height standards and adjust the heights allowed (see Exhibits E1 and E2). Provisions are also included to allow height exceptions if the City Council determines that this would be in the best interest of the City (Exhibit F)

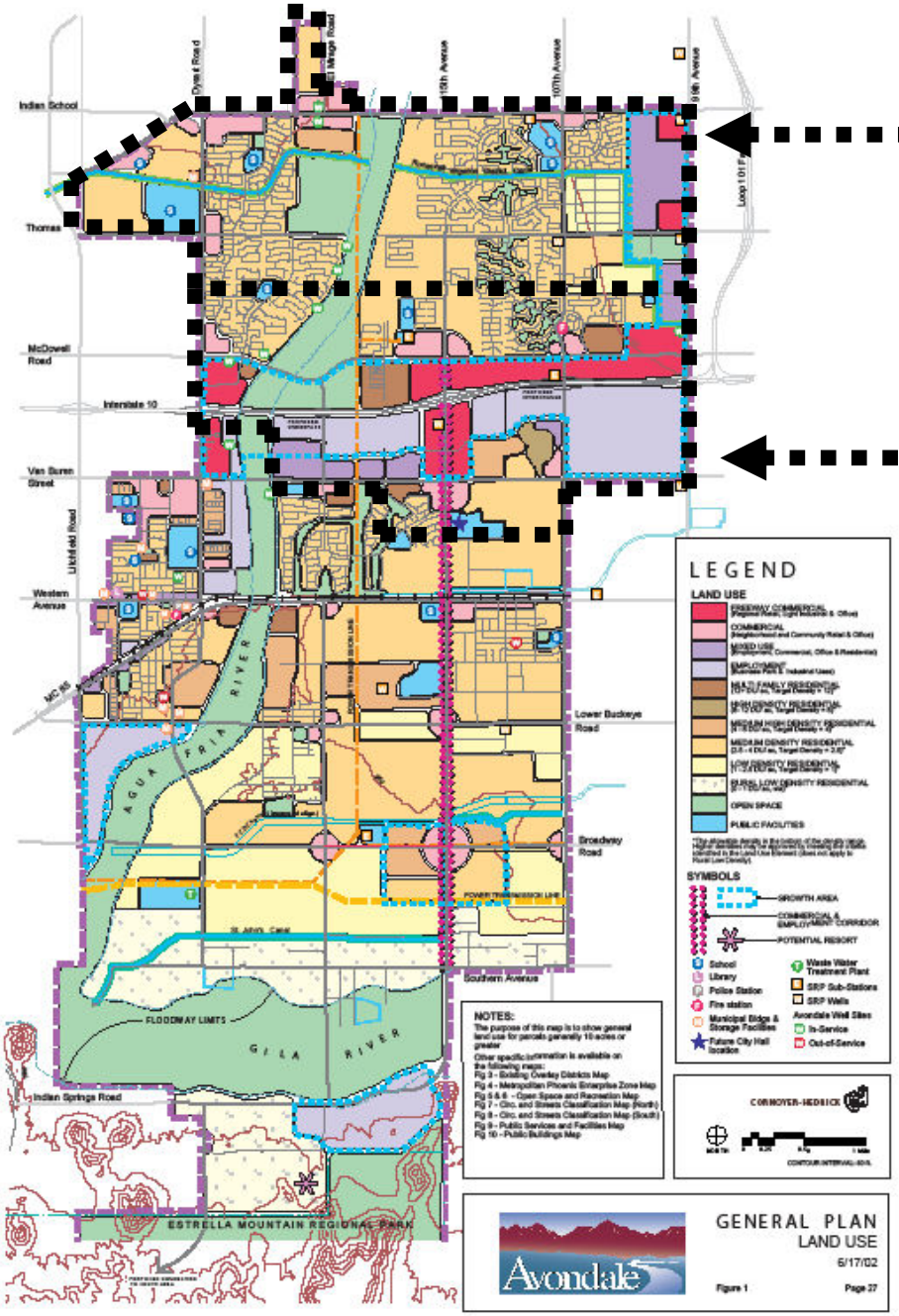
RECOMENDATION:

Staff recommends that the City Council review the information and consider the issues in preparation for an upcoming public hearing.

ATTACHMENTS:

Click to download

- EXHIBIT A
- EXHIBIT B
- EXHIBIT C
- EXHIBIT D
- EXHIBIT E1 AND E2
- EXHIBIT F



NORTH AVONDALE SPECIFIC PLAN

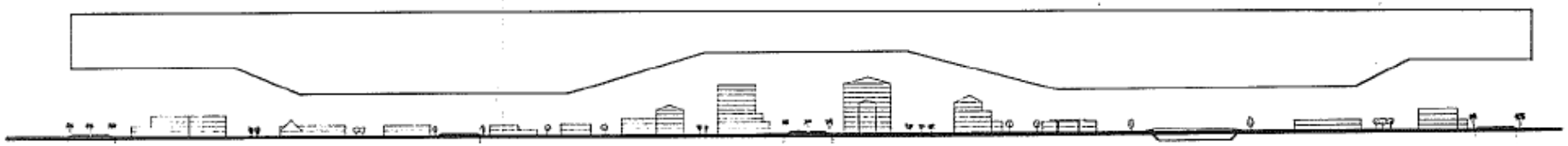
FREEWAY CORRIDOR SPECIFIC PLAN

VICINITY MAP

EXHIBIT A

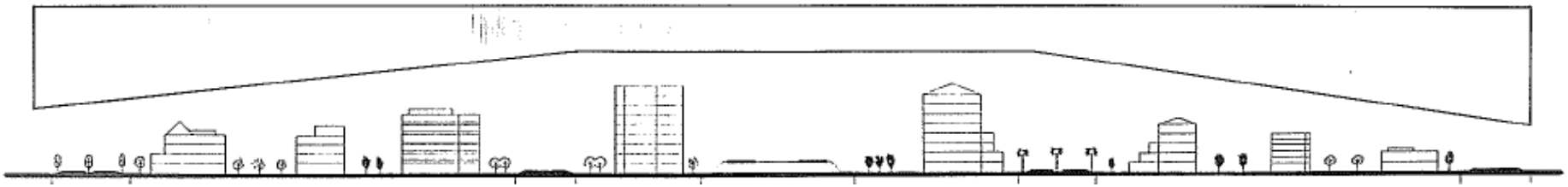
FREEWAY CORRIDOR SPECIFIC PLAN

INTENSITY OF DEVELOPMENT



99th Ave | 107th Ave | Avondale Blvd. | Agua Fria River | Dysart

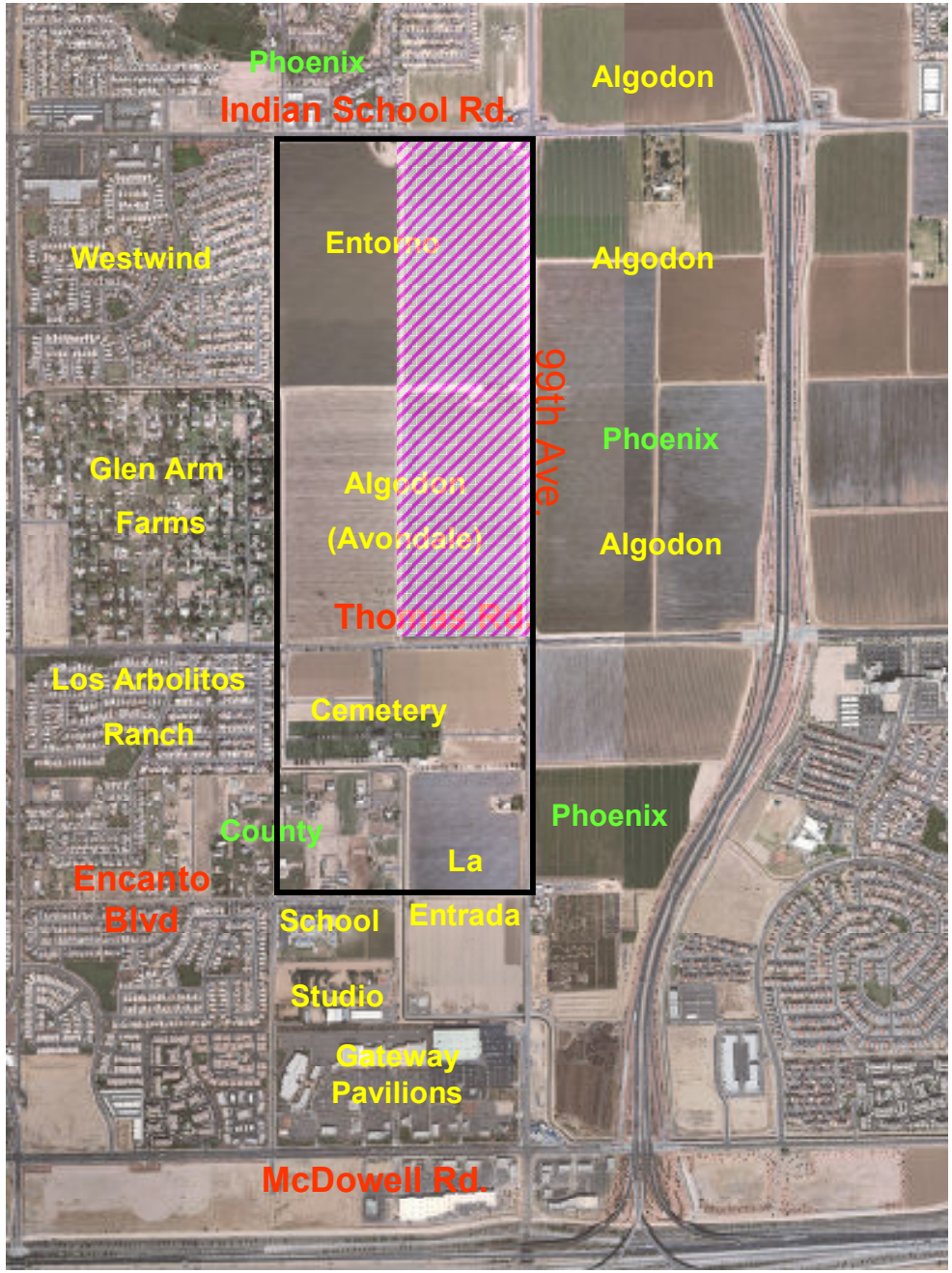
CROSS-SECTION ALONG McDOWELL RD.
(LOOKING SOUTH)



Van Buren | Roosevelt | Interstate 10 | McDowell | Encanto

CROSS-SECTION ALONG 115TH AVENUE
(LOOKING WEST)

EXHIBIT B



North Avondale

Specific Plan Amendment

SP-07-03

Study Area

From 1 – 4 stories

To 1 – 8 stories

EXHIBIT C

EXHIBIT D

PROPOSED AMENDMENT
NORTH AVONDLE SPECIFIC PLAN
SP-07-03

Section V. Implementation Strategy.

A. Development Guidance

2. Development Incentives

1. Increased Building Height Allowance

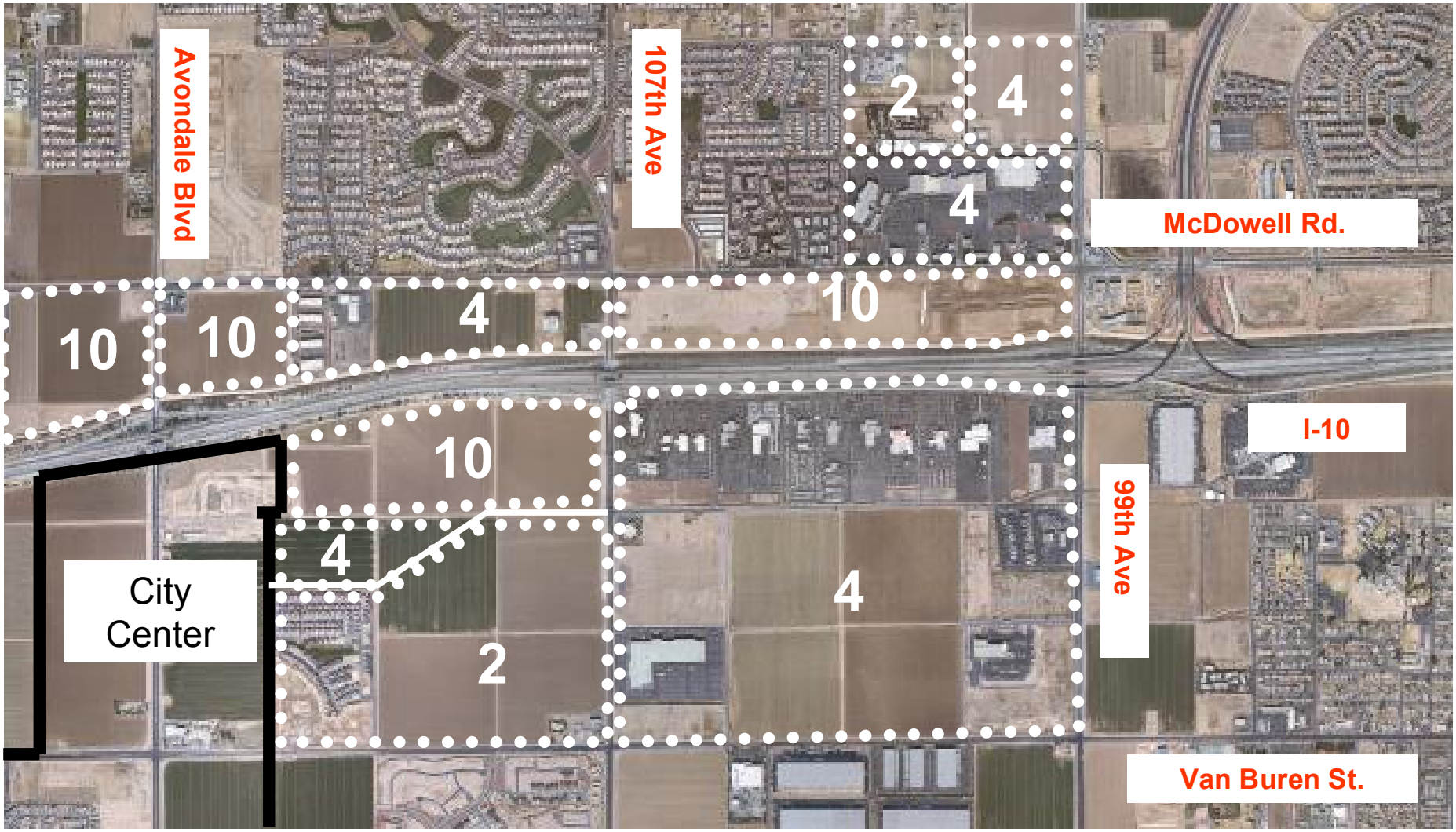
In the North Avondale Specific Plan area, the height of structures for qualifying uses that do not exceed 10% of site coverage may be increased by one story upon a City Council finding that the request allows reduction of building footprint, preserves view corridors, conforms to the objectives and design standards of the North Avondale Specific Plan and addresses three or more of the following performance criteria. A two- story increase may be approved for meeting the above with not less than four performance criteria.

- The project exhibits extraordinary design quality.
- "People places" with pedestrian connections among uses and parking facilities are included in site development
- Public art is incorporated into the property's open areas or plazas.
- The project provides a daycare or preschool facility primarily for employees.
- Transit stops are incorporated in or adjacent to the site.
- Planned pathways are linked through the property.

UP TO EIGHT (8) STORIES MAY BE APPROVED ALONG 99TH AVENUE BETWEEN INDIAN SCHOOL ROAD AND THOMAS ROAD IF FOUR OR MORE OF THE ABOVE PERFORMANCE CRITERIA ARE MET. ANY BUILDING WITH MORE THAN FOUR STORIES MUST BE LOCATED WITHIN 1200 FEET OF THE 99TH AVENUE RIGHT-OF-WAY AS DETERMINED AT THE TIME OF DEVELOPMENT REVIEW.

Proposed Maximum Building Height (stories)

EXHIBIT E1

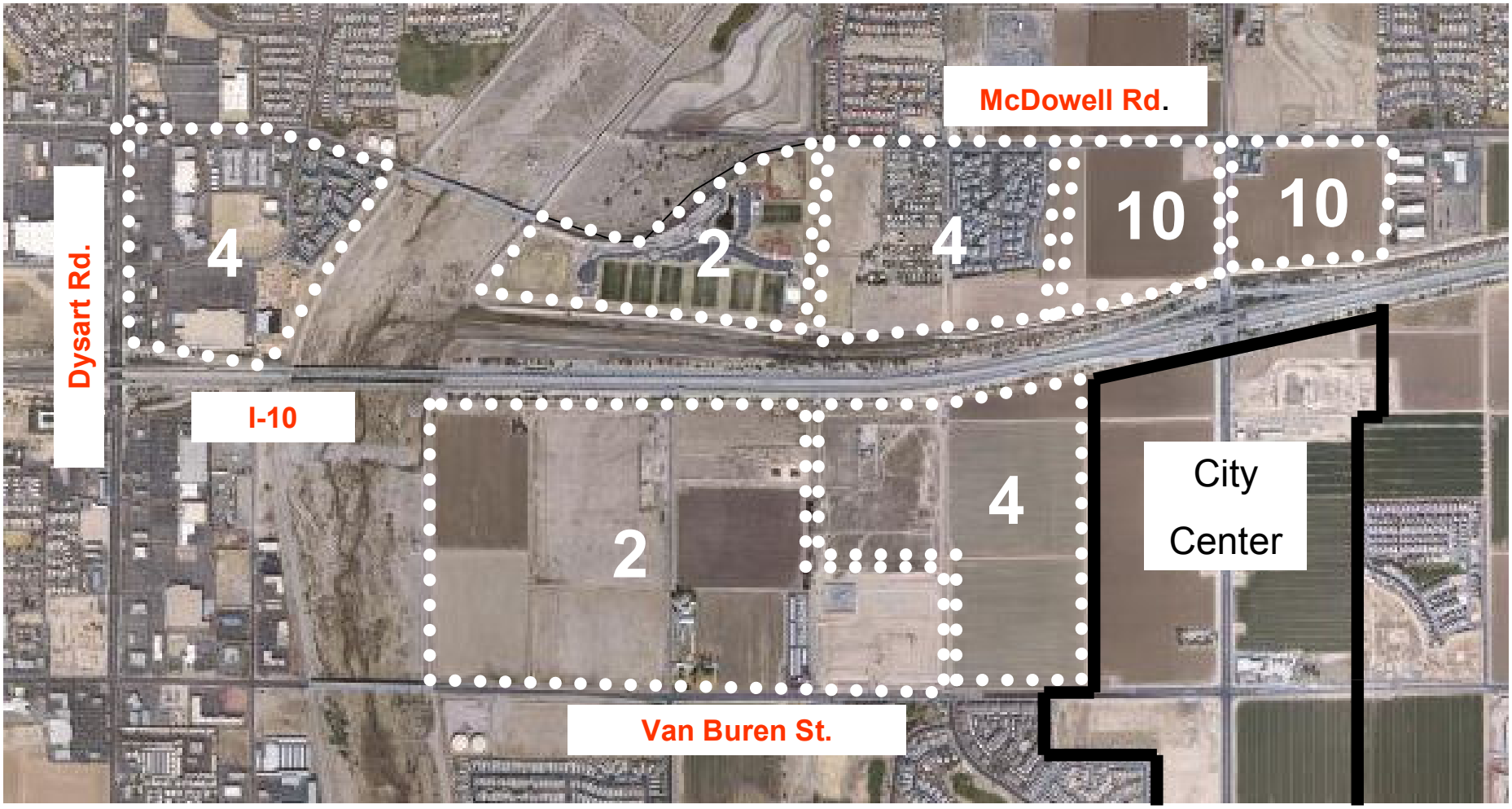


SP-07-04

N

Proposed Maximum Building Height (stories)

EXHIBIT E2



SP-07-04

N

PROPOSED AMENDMENT
FREEWAY CORRIDOR SPECIFIC PLAN
(SP-07-04)

IV. SPECIFIC PLAN ELEMENTS

B. Urban Design Element

(Page 18)
~~Office uses:~~ OfficeS, ~~uses~~ HOTELS, AND VERTICALLY INTEGRATED MIXED-USE: BUILDINGS in specified locations are permitted to exceed the maximum height established by the Zoning Ordinance (maximum of two (2) stories or 30 feet) upon meeting certain performance criteria. The locations where building heights can be increased are:

- Avondale Centre (115th Avenue / I-10:
  Maximum height of ten (10) stories, 135+ feet.

- ~~Corridor Entries as designated by the Land Use Plan:~~
  ~~Maximum height of four (4) stories, 56+ feet.~~

- SHOWN ON EXHIBITS E1 AND E2.

The height of buildings within the Avondale Centre area should relate to the site's location, with the highest building situated near the I-10 Freeway and 115th Avenue. Building height should decrease as distance from the intersection increases, similar to the concept of a pyramid, shown on Intensity of Development figure (page 19).

Residential Uses: High density residential uses within three fourths of a mile of the I-10 Freeway and with direct access to an arterial street are permitted to exceed the building heights and densities established by the Zoning Ordinance (maximum of two (2) stories or 30 feet and 22 units per acre) upon meeting certain performance criteria. Building height and density may be increased to 40 feet and 30 units per acre respectively.

V. IMPLEMENTATION

B. Development Review Procedures

(Page 33)
This section describes regulatory procedures for the review of development proposals and rezonings within the Freeway Corridor area. Two primary areas for review and processing are addressed by this section: 1) those projects which desire to achieve increased height or density allowances in certain areas of the Corridor; 2) projects located within the Corridor with regard to conformance with specific design standards.

Increased height and density allowances may be granted by the City Council, upon recommendation of the Planning Commission, in accordance with the procedures for review and approval of Zoning Ordinance Amendments (Section 109 of the Avondale Zoning Ordinance) and Notification of Public Hearings (Section 111). Requests for increased height and density allowances may be combined and heard concurrently with requests for rezoning of property.

(Page 34)

1. Increased Building Height Allowance

   ~~Within the Avondale Centre Corridor Entry areas~~, ~~t~~The height of office, HOTELS, AND VERTICALLY INTEGRATED MIXED-USE buildings may be increased above the maximum height allowed by the Zoning Ordinance to the following levels:

   - Avondale Centre: Maximum of ten (10) stories or 135+ feet
   - ~~Corridor Entry Area: Maximum of four (4) stories or 56+~~ feet
   - OTHER LOCATIONS: AS SHOWN ON EXHIBITS E1 AND E2

   Approval of a request for increased height allowances shall only be granted by the City council upon finding that:

   a. The request conforms to the intent and objectives of the Freeway Corridor Plan.
   b. The request meets the Corridor design standards and principles.
   c. The request addresses four or more of the following performance criteria.

      - The project supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
      - The project provides a mix of land uses which may, in addition to office, include retail, hotel, entertainment, and residential uses.
      - The project exhibits extraordinary architectural design quality.
      - The project provides a daycare or preschool facility primarily for employees.
      - The project provides and incorporates public art into the site.
      - The project provides cultural amenities such as libraries, museums, art galleries either on or off-site.
      - The project is “pedestrian-friendly”, providing for ease of pedestrian movement, unique pedestrian environments, or distinctive pedestrian gathering places.
      - If within a Corridor Entry area, the project incorporates unique signage, monuments, and other improvements to announce entry into the City of Avondale.
      - The project goes to extraordinary efforts to mitigate the impact of parking on the visual environment by use of structured or underground garages or exceptional landscaping treatment.
      - The project provides unique transit stops within or adjacent to the site.

~~The review of a request for an increased building height allowance is a subjective matter left to the discretion of the City Council. The performance criteria establish a framework for evaluation purposes. In review of a proposal, the City Council should consider:~~

- ~~The cost associated with the amenities provided under the performance criteria;~~
- ~~The importance and desirability of the amenities in meeting the objectives of the Freeway Corridor Specific Plan~~.

IN ADDITION, THE CITY COUNCIL MAY APPROVE UP TO THREE (3) EXTRA STORIES IN AREAS WHERE FOUR (4) OR TEN (10) STORIES WOULD OTHERWISE BE ALLOWED, UPON FURTHER FINDING THAT:

1. THE ADDITIONAL HEIGHT WILL FURTHER THE CITY'S STRATEGIC PLAN FOR ECONOMIC DEVELOPMENT;

2. THE BUILDING WILL EXHIBIT SUPERIOR DESIGN FEATURES THAT ARE DESIRABLE AND APPROPRIATE FOR A COMMUNITY LANDMARK; AND

3. THE ADDITIONAL HEIGHT WILL NOT RESULT IN INCOMPATIBLE LAND USE RELATIONSHIPS.

(Page 36)

3. Minimum Site Utilization Thresholds:

Development of Freeway Corridor sites is intended to utilize the land's full potential. Master planning is required in increments of ten acres or more. Phasing of development and demonstration of compatibility with the high intensity designations contained in both the Avondale General Plan and this Specific Plan must be indicated in all master plan submittals.

Building coverage for office development, hotels and related accessory uses in the Avondale Centre sector shall not exceed one third of the site's total planned building area. The Specific Plan does not specify minimum or maximum floor area ratios:; however, it expressly encourages structures of four stories or greater in the Centre; two to four stories for office / hotel uses elsewhere in Mixed Use or Transition sectors.

4. Development Processing – Design Standards

C**. Design Standards**

1. Boulevard Area Design Standards

Property fronting on the "Boulevard" area or located at a Corridor Entry site shall meet the following design standards.

<u>Building Design</u>

~~a. Buildings higher than two (2) stories shall be designed with a "stepped" pattern to promote openness along the street frontage. Such a pattern creates interesting building surfaces and the opportunity to preserve view corridors. (Regulatory Requirement)~~

CITY COUNCIL REPORT

SUBJECT:
Executive Session

MEETING DATE:
November 19, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

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No Attachments Available