# CITY COUNCIL AGENDA

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

**REGULAR MEETING**
**July 21, 2008**
**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 UNSCHEDULED PUBLIC APPEARANCES

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

## 3 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**

1. Special Meeting of June 30, 2008
2. Worksession of July 7, 2008
3. Regular Meeting of July 7, 2008

**b. RESCHEDULE COUNCIL MEETING - SEPTEMBER 1, 2008 - LABOR DAY**

City Staff is requesting that Council approve the rescheduling of the September 1, 2008 Council Meeting to Monday, September 8, 2008 in observance of Labor Day and authorize the City Clerk to publish a notice of the meeting date change. The Council will take appropriate action

**c. LIQUOR LICENSE – CLUB SANTA FE**

Staff is requesting that the City Council consider a request from Ms. Mercedes De La Mora, for a Series 7 - On-sale Retailer's license to sell beer and wine at Club Santa Fe, 10907 West Buckeye Road. The Council will take appropriate action.

**d. AGREEMENT WITH FSL HOME IMPROVEMENTS INC. FOR HOUSING REHABILITATION SERVICES**

Staff is requesting that the City Council approve an agreement with Foundation for Senior Living, Home Improvements Inc. in the amount of $531,698 to conduct a single family owner occupied housing rehabilitation program in Avondale. The Council will take appropriate action.

**e. CONSTRUCTION CONTRACT AWARD - WHEELER CONSTRUCTION, INC. FOR THE VAN BUREN STREET IMPROVEMENTS AND SITE IMPROVEMENTS TO THE COLDWATER BOOSTER STATION**

Staff is requesting that the City Council award a construction contract to Wheeler Construction, Inc. for roadway improvements to Van Buren Street and site improvements to the Coldwater Booster Station, in the amount of $2,306,060.16 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. PROFESSIONAL SERVICES AGREEMENT WITH ENTELLUS, INC. FOR DRAINAGE IMPROVEMENTS ON CENTRAL AVENUE AND ELM LANE**

City Council will consider approval of a Professional Services Agreement with Entellus, Inc. to provide design services for drainage improvements on Central Avenue and Elm Lane in the amount of $210,886 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**g. PURCHASE OF INFORMATION TECHNOLOGY WIRELESS EQUIPMENT**

Staff is recommending that the City Council approve the purchase of equipment and related installations services from Network Infrastructure Corporation for the replacement of a failed wireless link, and approve the transfer of contingency funds in the amount of $62,579.30. The Council will take appropriate action.

**h. FINAL PLAT FOR MIRABELLA APTS. (FP-07-10)**

City Council will consider a request from Jeremy McAlister of Knudsen-Smith Engineering, Inc. for Final Plat approval for Mirabella Apartments; 33.55 acres of land located south of the southwest corner of Indian School Road and El Mirage Road. The Council will take appropriate action.

**i. RESOLUTION 2758-708 - IGA - DEPARTMENT OF PUBLIC SAFETY FOR A GANG OFFICER POSITION**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Public Safety (DPS) to assign an officer full-time to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM); and approve an increase in the Police Department staffing authorization of 1.0 FTE. The Council will take appropriate action.

## 4 APPOINTMENT OF BOARD, COMMISSION AND COMMITTEE MEMBERS

Staff is requesting approval of the Council Sub-committee recommendation for the appointment of members to the Avondale Municipal Arts Committee, Library Advisory Board, Parks and Recreation Advisory Board, Planning Commission and Water Wastewater Advisory Board. The Council with take appropriate action.

## 5 REQUEST FOR A CONDITIONAL USE PERMIT FOR EXPANSION OF BRIGHTER ANGELS LEARNING CENTER

City Council will consider a request for a Conditional Use Permit for the expansion of an existing childcare facility. The proprosed expansion would add two infant rooms and a restroom and will accommodate approximately 32 infants ages six weeks to one year of age. The Council will take appropriate action.

## 6 PP-07-3 HILLCREST PRELIMINARY PLAT

City Council will consider a request for approval of the Preliminary Plat for Hillcrest subdivision located at the southwest corner of 107th Avenue and Broadway Road. Staff is recommending approval of the Preliminary Plat subject to the 13 stipulations recommended by the Planning Commission. The Council will take appropriate action.

## 7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
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:**
APPROVAL OF MINUTES

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Carmen Martinez

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
Reschedule Council Meeting - September 1, 2008 - Labor Day

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council reschedule the September 1, 2008 Council Meeting to Monday, September 8, 2008 in observance of Labor Day.

**DISCUSSION:**

The Council meeting scheduled for Monday, September 1, 2008 falls on the Labor Day holiday. Staff is requesting Council authorization to reschedule this meeting to Monday, September 8, 2008.

The City Charter requires that any change in the regular meeting day, time or place be published in a paper of general circulation. In order to comply with this requirement and to notify the citizens of this meeting change, city staff will publish this change in the West Valley View.

**RECOMENDATION:**

Staff recommends that the City Council approve the rescheduling of the September 1, 2008 Council meeting to Monday, September 8, 2008 and authorize the City Clerk to publish a notice of the meeting date change.

**ATTACHMENTS:**

**Click to download**

- Legal Notice

# PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT THE CITY OF AVONDALE'S REGULAR COUNCIL MEETING SCHEDULED FOR MONDAY, SEPTEMBER 1, 2008 HAS BEEN RESCHEDULED TO MONDAY, SEPTEMBER 8, 2008 IN OBSERVANCE OF LABOR DAY.

PUBLISHED: AUGUST 26, 2008, AND AUGUST 29, 2008

# CITY COUNCIL REPORT

**SUBJECT:**
Liquor License – Club Santa Fe

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council consider a request from Ms. Mercedes De La Mora, for a Series 7 - On-sale Retailer's license to sell beer and wine at Club Santa Fe, 10907 West Buckeye Road.

**DISCUSSION:**

In May of 2008, staff received a request from Ms. Mercedes De La Mora, for a Series 7 - On-sale Retailer's license to sell beer and wine at Club Santa Fe, 10907 West Buckeye Road. The application was submitted due to a change in ownership; Ms. Mercedes De La Mora is currently leasing the property from Mr. Lua-Figueroa, Club Santa Fe. The public notice was duly posted on the site and in the newspaper. However, the applicant encountered some delays in making the necessary repairs required by the Fire Department and Council delayed taking action on this request as scheduled. The applicant subsequently filed an extension with the State Department of Liquor.

Staff was notified by the Fire Marshall on June 25, 2008 that the applicant had completed all the necesary repairs and the premises were now in compliance with the Fire Code. Staff once again published the notice of the public meeting in the West Valley View on July 11 and 15, 2008 and on the premises from June 26 to July 16, 2008.

The Police and Development Services Departments have approved the application.

**RECOMENDATION:**

Staff recommends that the City Council approve the request by Ms. Mercedes De La Mora, for a Series 7 - On-sale Retailer's license to sell beer and wine at Club Santa Fe, 10907 West Buckeye Road.

**ATTACHMENTS:**

**Click to download**

- Application
- Recommendations
- Vicinity Map
- Pictures

# 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

RECEIVED
APR 28 2008
BOARD OF SUPERVISORS
CLERK

## APPLICATION FOR LIQUOR LICENSE

**TYPE OR PRINT WITH BLACK INK**

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

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

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

**SECTION 2** Type of ownership:

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

**SECTION 3** Type of license and fees: LICENSE #: 07070310

1. Type of License: SERIES 7 2. Total fees attached: $ (Department Use Only)

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

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

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

1. Applicant/Agent's Name: Mr. Ms. de la MORA (Last) MERCEDES (First) ___ (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: N & M CLUBS, LLC B1039819
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: CLUB SANTA FE B1104411
(Exactly as it appears on the exterior of premises)
4. Business Address: 10907 WEST BUCKEYE RD (Do not use PO Box Number) CASHION (City) MARICOPA (COUNTY) 85329 (Zip)
5. Business Phone: (623) 936-1095 Residence Phone: (623) 256-6788
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 1844 E. CHILTON DRIVE (City) TEMPE (State) AZ 85283 (Zip)
8. Enter the amount paid for a **06, 07, or 09** license: $_____ **(Price of License ONLY)**

**DEPARTMENT USE ONLY**

Accepted by: MC Date: 04/22/08 Lic. # 07070310

| Fees: | 100 | 100 | | | 48.00 | $ 248.00 |
|---|---|---|---|---|---|---|
| | Application | Interim Permit | Agent Change | Club | F. Prints | TOTAL |

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

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

## SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 07070310
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

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

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

foregoing application

X _____ (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 22nd day of April, 2008 (Day, Month, Year)

My commission expires on: 7/30/2008

OFFICIAL SEAL
AMY J. BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2008

(Signature of NOTARY PUBLIC) AMY J. BOEHNKE

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## SECTION 6 Individual or Partnership Owners:

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

1. Individual:

| Last | First | Middle | % Owned | Residence Address | City State Zip |
|---|---|---|---|---|---|
| | | | | | |

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

## SECTION 7 Corporation/Limited Liability Co.:

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

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

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

1. Name of Corporation/L.L.C.: N & H clubs, LLC
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 4/11/2008 State where Incorporated/Organized: Az.
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1442579-9 Date authorized to do business in AZ: 4-11-28
5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____
6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

| Last | First | Middle | Title | Residence Address | City State Zip |
|---|---|---|---|---|---|
| Rodriguez | Nora | Elizabeth | Member | | |
| De la Mora | Mercedes | | Member | | |
| | | | | | |
| | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| Last | First | Middle | % Owned | Residence Address | City State Zip |
|---|---|---|---|---|---|
| Rodriguez | Nora | Elizabeth | 50% Member | | |
| De la Mora | Mercedes. | | 50% | | |
| | | | | | |
| | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

## SECTION 8 Club Applicants:

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

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

| Last | First | Middle | Title | Residence Address | City State Zip |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____ Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

1. Person to administer this license: _____ Last First Middle
2. Assignee's Name: _____ Last First Middle

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

## SECTION 11 Person to Person Transfer

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

1. Current Licensee's Name: LUA-FIGUEROA GUILLERMO Entity: INDIV
   (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: N/A
   (Exactly as it appears on license)
3. Current Business Name: CLUB SANTA FE
   (Exactly as it appears on license)
4. Current Business Address: Street 10407 WEST BUCKEYE RD
   City, State, Zip CASHION AZ 85329
5. License Type: SERIES 7 License Number: 07070310 Last Renewal Date: 2-28-09
6. Current Mailing Address: (Other than business) Street POB 1578
   City, State, Zip AVONDALE AZ 85323
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO
8. Does the applicant intend to operate the business while this application is pending? ☒ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.
9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

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

X _____ (Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 22nd day of April, 2008 (Day, Month, Year)

My commission expires on: 7/30/2008

OFFICIAL SEAL
AMY J. BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2008

_____ (Signature of NOTARY PUBLIC)
AMY J. BOEHNKE

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

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

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

SEE AMENDMENT

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

1. Distance to nearest school: 1,000 ft. (Regardless of distance) Name of school: UNDERDOWN JR. HIGH SCHOOL
   Address 1642 S. 107th AVE CASHION AZ 85329
2. Distance to nearest church: 2,200 ft. (Regardless of distance) Name of church: Iglesia de Dios
   Address 11202 W. JOBBLANCA CASHION AZ 85329
3. I am the: ☒ LESSEE ☐ SUBLESSEE ☒ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name GUILLERMO LUA-FIGUEROA
   Address POBox 1578 AVONDALE AZ 85323

4a. Monthly rental/lease rate $ 3,500.00 What is the remaining length of the lease? 5 yrs. 0 mos.

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

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ 75,000

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

| Last | First | Middle | % Owed | Residence Address | City State | Zip |
|---|---|---|---|---|---|---|
| LUA-FIGUEROA | GUILLERMO | | 100 | POBox 1578 | AVONDALE AZ | 85323 |
| | | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) BAR
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee , have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:
   License # 07070310 (Exactly as it appears on license) Name CLUB SANTA FE
   Guillermo Lua-Figueroa

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

*08 JUL 1 Liq. Lic. AM10:03

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

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

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

1. Distance to nearest school: **1500** ft. **(Regardless of distance)** Name of school: **Underdown Jr. High School** Address **1642 South 107th Avenue, Cashion, AZ 85329**
2. Distance to nearest church: **1200** ft. **(Regardless of distance)** Name of church: **Desert Springs Worship Center** Address **10714 West 4th Street, Cashion, Az 85329**
3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name _____ Address _____

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

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

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

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

| Last | First | Middle | % Owed | Residence Address | City, State | Zip |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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



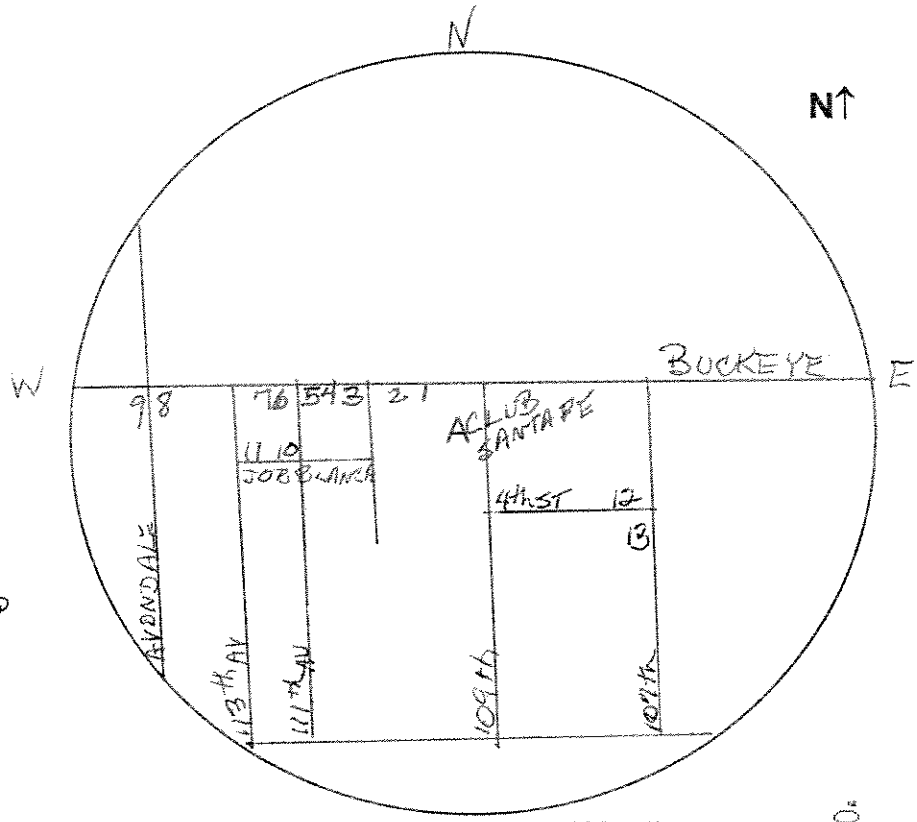
AMENDMENT

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

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

1. FOODSTAR MKT
2. MARICOPA PLAYA REST
3. SAGUARO LIQUOR
4. RIO BAR
5. CIRCLE K
6. SUN MKT
7. LEMISION JUBILEE TEEN CTR
8. FRY'S FOOD STORE
9. LITTLETON ELEM SCH
10. IGLESIA de DIOS
11. ASSEMBLED APOSTOLICA
12. DESERT SPRINGS WORSHIP
13. UNDERDOWN JR HI
14. _____
15. _____

(ATTACH ADDITIONAL SHEET IF NECESSARY)




**A = Your business name and identify cross streets.**

**SECTION 17** **Signature Block:**

***SEE AMENDMENT***

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

x Mercedes de la Mora
(Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
22nd day of April 2008
Day Month Year

My commission expires on: 7/30/2008

OFFICIAL SEAL
AMY J. BOCHANKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2008

(Signature of NOTARY PUBLIC)
Amy J. Bochanke

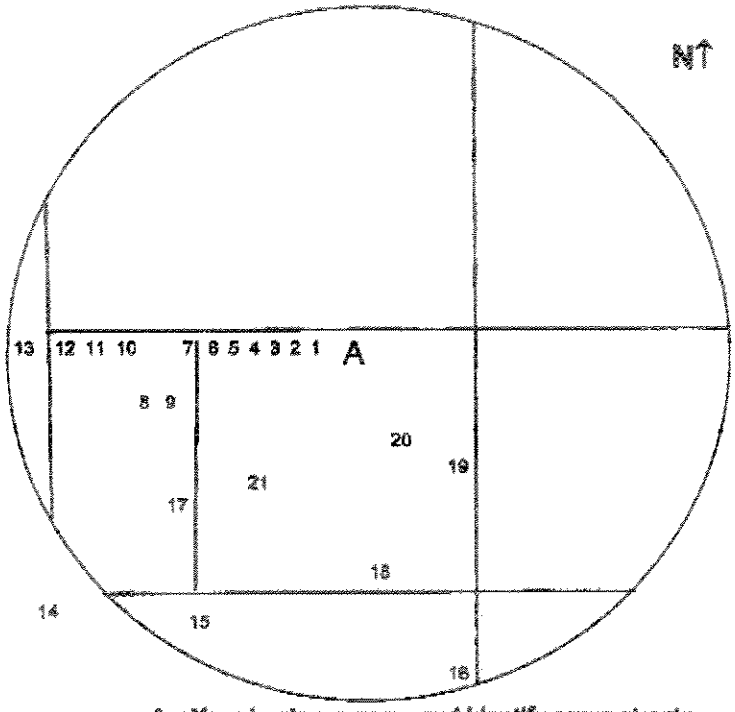
'08 APR 22 Liq. Lic. 011 08

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

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

1. Food Star Market
2. Mariscos Las Playitas
3. Saguaro Liquor
4. Rios Bar
5. Circle K
6. Sun Super Market
7. La Mission Church
8. Iglesia de Dios Church
9. Cashion Apostolic Church
10. New Wok Restaurant
11. Frys Store
12. #1 Brothers Pizza
13. Littleton Elementary School
14. La Joya High School
15. Quentin Elementary

ATTACH ADDITIONAL SHEET(S) IF NECESSARY




A = Your business name and identify cross streets.

**SECTION 17** Signature Block:

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

X _____
(Signature)

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

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

'08 JUL 1 Liq. Lic. #10004

AMENDMENT

## SECTION 16 Geographical Data: (continued)

16. Super Carniceria
17. Hamblen Chapel
18. Church of Zion
19. Underdown Jr. High School
20. Desert Springs Worship Center
21. St. Williams Catholic Church

'08 JUL 1 Liq. Lic. #1004

AMENDMENT

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

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

   _____ and license #: _____
   Last First Middle

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

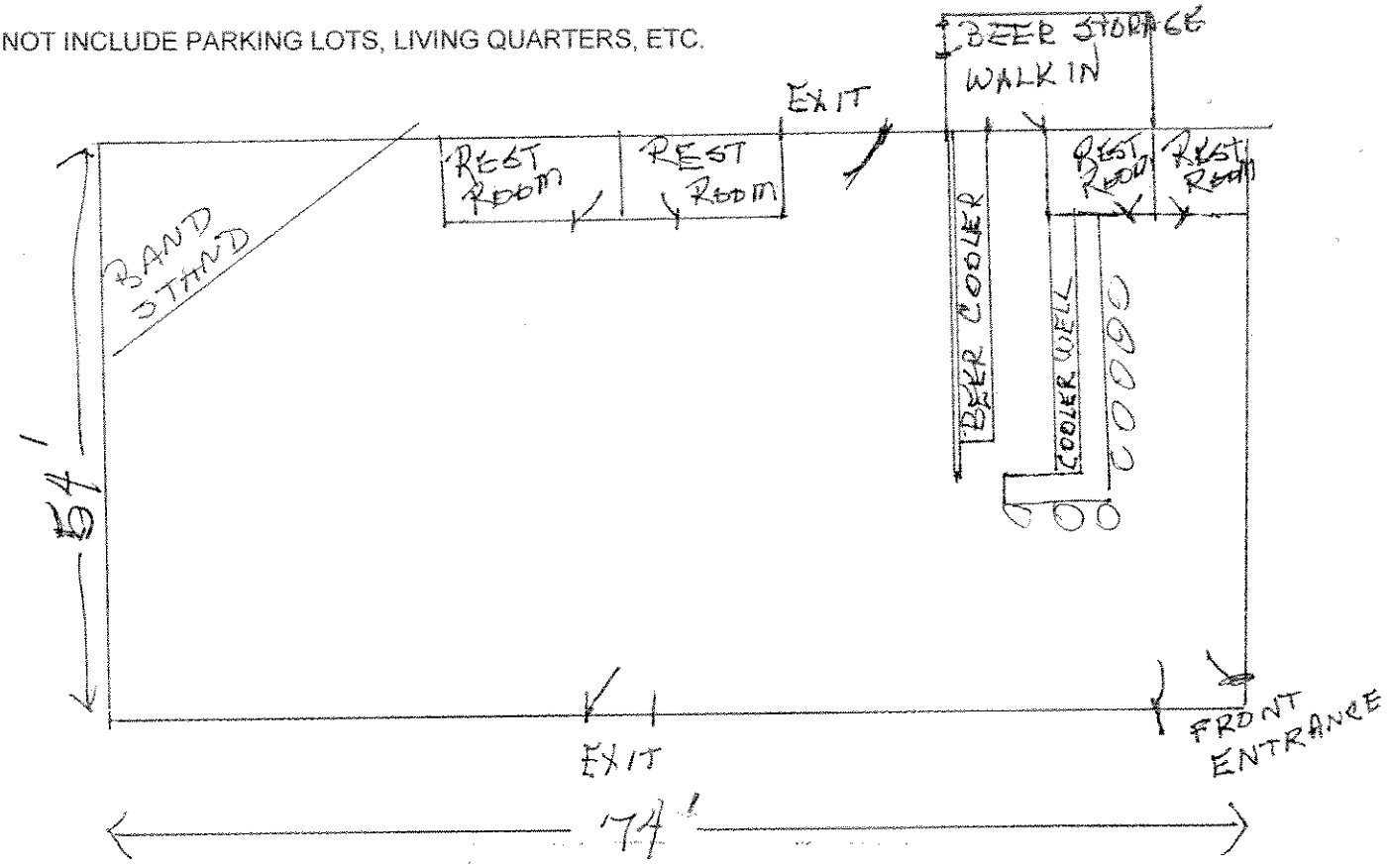
## SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

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

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

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

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.




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

STATE OF ARIZONA

# DEPARTMENT OF LIQUOR LICENSES AND CONTROL

## ALCOHOLIC BEVERAGE LICENSE

# License 07070310

Issue Date: 12/27/2005

Expiration Date: 2/28/2009

Beer & Wine Bar

Issued To:
GUILLERMO LUA- FIGUEROA, Owner

Location:
CLUB SANTA FE
10907 W BUCKEYE RD
CASHION, AZ 85329

Mailing Address:
GUILLERMO LUA- FIGUEROA
CLUB SANTA FE
P O BOX 1578
AVONDALE, AZ 85323

LIQUOR LICENSE AND CONTROL ARIZONA

JERRY A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

AZ CORPORATION COMMISSION
FILED

APR 11 2008

FILE NO. L-1442529-9

AZ Corp. Commission
02365434

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

# ARTICLES OF ORGANIZATION

DO NOT FILL IN THIS SECTION
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. If the statutory agent has a PO Box, then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written assent to acceptance of the appointment.

LLC0804
Rev: 10/2005

Select one. This form may be used for:

☑ ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-601)

☐ ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-641.01)

1. The name of the organization:

A. _____
LLC Name Reservation File Number (if one has been obtained). If not, leave this line blank

B. N & M CLUBS, LLC
Limited Liability Company Name

2. Known place of business in Arizona (if address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address SAME AS STATUTORY AGENT

City _____ State _____ Zip _____

3. The name and street address of the statutory agent in Arizona

Name Nora E. Rodriguez

Address 1944 E. Chilton Dr.

City Tempe State AZ Zip 85284

Acceptance of Appointment by Statutory Agent:

I Nora E. Rodriguez, having been designated to act as
(Print Name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: Nora E. Rodriguez

If signing on behalf of a company, please print the company name here.

'08 APR 22 AM 10:30

AZ CORPORATION COMMISSION
FILED

APR 1 1 2008

FILE NO. L-1442529-9

AZ Corp. Commission
02365434

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

# ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION
NOTE: A professional limited liability company is an L.L.C. organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The L.L.C. name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "PLC", or "PLC".

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. If the statutory agent has a PO BOX, then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written consent to acceptance of the appointment.

LLC004
Rev 102005

Select one. This form may be used for:

☑ ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-601)

☐ ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-601.01)

1. The name of the organization:

A. _____
LLC Name Reservation File Number (If one has been obtained). If not, leave this line blank

B. N & M CLUBS, LLC
Limited Liability Company Name

2. Known place of business in Arizona (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address SAME AS STATUTORY AGENT

City _____ State _____ Zip _____

3. The name and street address of the statutory agent in Arizona

Name Nora E. Rodriguez

Address 1844 E. Chilton Dr

City Tempe State AZ Zip 85283

Acceptance of Appointment by Statutory Agent:

I Nora E. Rodriguez, having been designated to act as
(Print Name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: Nora E. Rodriguez

If signing on behalf of a company, please print the company name here.

'08 APR 22 Liqr. Lic. 0011130

# Bill of Sale

IN CONSIDERATION OF THE SUM OF:

*****One Hundred Fifty Thousand Dollars And No Cents***** lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

**Guillermo Lua-Figueroa, a married man dealing with his sole and separate property**

hereby grants, bargains, sells and transfers unto the BUYER:

**N & M Clubs, LLC, an Arizona Limited Liability Company**

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain business known as, **Club Santa Fe** , presently located at, **10907 W. Buckeye Road, Cashion, AZ 85329**, including but not limited to all right, title and interest in the business tradename, tradestyle, goodwill, leasehold interest and improvements, covenant not to compete, State of Arizona Liquor License **#07070310,** and that certain equipment per the attached Exhibit "A", which exhibit is incorporated herein by reference.

This bill of sale is conditional on and subject to the liens, terms and conditions imposed by that certain promissory note and chattel security agreement by and between the buyer and seller or assignee entered into this same date.

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: **April 22, 2008**

COPY

Guillermo Lua-Figueroa

State of **ARIZONA** }ss:
County of **Maricopa**

On April 22, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Guillermo Lua-Figueroa personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Notary Public Amy J. Boehnke

OFFICIAL SEAL
AMY J. BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2008

Escrow No.: **00288029**

APR 22 Liq. Lic. 011130

EXHIBIT "A"

# Equipment List

4 Tables

115 Chairs

29 Bar Stools

4 Beer Refrigerators

2 Pool Tables

Arizona #7 Liquor License #07070310

8 Fans

1 Land Sink

1 Walk In

1 Mop Sink

Assorted Beer Lights

1 Cash Register

1-3 Compartment Sink

3 Rubber Mats

5 Mirrors

'08 APR 22 Liq. Lic. AM11:30

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

## QUESTIONNAIRE

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

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

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

**Liquor License #** 07070310.

**Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.**
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1057528 (If the location is currently licensed)

1. Check appropriate box →

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

2. Name: De la Mora (Last) Mercedes (First) _____ (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: La Huerta (City) Jalisco (State) Mexico (Country (not county)) Height: 5.2 Weight: 118 Eyes: Brown Hair: Brown

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

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

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 2/28/2008

8 Telephone number to contact you during business hours for any questions regarding this document. (623) 256-6728

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

10. Name of Licensed Premises: Club Santa Fe Premises Phone: (623) 936-1895.

11. Licensed Premises Address: 10907 West Buckeye Rd. (Street Address (Do not use PO Box #)) Cashion (City) Maricopa (County) 85329 (Zip)

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

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip) |
|---|---|---|---|
| 2/28/2008 | CURRENT | Non Employed | 10353 W. Atlantis Way Tolleson AZ 85353 |
| 10/16/2006 | 2/27/08 | Frank's Painting | 11006 Connemara Cv. San Antonio Tx 78254 |
| 2/1/2006 | 10/15/2006 | Chapala Bar | 3130 E. Olympic Bl. LA CA 90023. |
| 11/06/1998 | 8/31/05 | | 1911. E. Gage Ave. Huntington Park CA 90001. |

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

| FROM Month/Year | TO Month/Year | Rent or Own | RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord | City | State | Zip |
|---|---|---|---|---|---|---|
| 2/28/08 | CURRENT | Rent | | | | |
| 8/01/06 | 2/28/08 | OWN | 11006 Connemara Cv. San Antonio TX 78254 | San Antonio | TX | 78254 |
| 8/01/98 | 7/31/06 | OWN | 2579. Flower ST | Huntington Park | CA | 90255 |
| | | | | | | |

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

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

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

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

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

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

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

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

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

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

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

## Manager Section

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

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

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

24. I, Mercedes de la Mora, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

x Mercedes de la Mora
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 22 day of April, 2008
Month Year

OFFICIAL SEAL
AMY J. BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2008

My commission expires on: 30 7 2008
Day Month Year

(Signature of NOTARY PUBLIC) Amy J. Boehnke

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

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

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

x _____
(Signature of LICENSEE/AGENT)

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

*The Secretary of State of the United States of America hereby requests all whom it may concern to permit the citizen/national of the United States named herein to pass without delay or hindrance and in case of need to give all lawful aid and protection.*

*Le Secrétaire d'Etat des Etats-Unis d'Amérique prie par les présentes toutes autorités compétentes de laisser passer le citoyen ou ressortissant des Etats-Unis titulaire du présent passeport, sans délai ni difficulté et, en cas de besoin, de lui accorder toute aide et protection légitimes.*

*El Secretario de Estado de los Estados Unidos de América por el presente solicita a las autoridades competentes permitir el paso del ciudadano o nacional de los Estados Unidos aquí nombrado, sin demora ni dificultades, y en caso de necesidad, prestarle toda la ayuda y protección lícitas.*

SIGNATURE OF BEARER/SIGNATURE DU TITULAIRE/FIRMA DEL TITULAR

**NOT VALID UNTIL SIGNED**

PASSPORT
PASSEPORT
PASAPORTE

**USA**

**UNITED STATES OF AMERICA**

Type / Type / Tipo: **P**
Code / Code / Código: **USA**
Passport No. / No. du Passeport / No. de Pasaporte: **304374357**

Surname / Nom / Apellidos: **DE LA MORA**

Given names / Prénoms / Nombres: **MERCEDES**

Nationality / Nationalité / Nacionalidad: UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento:

Sex / Sexe / Sexo: **F**

Place of birth / Lieu de naissance / Lugar de nacimiento: **MEXICO**

Date of issue / Date de délivrance / Fecha de expedición: **12 Apr 2004**

Authority / Autorité / Autoridad: **Charleston Passport Center**

Expiration / Fecha de caducidad:

Amendments / Modifications / Enmiendas: **See Page 24**

P<USADE<LA<MORA<<MERCEDES<<<<<<<<<<<<<<<<<<<<

3043743574USA6007104F1404111<<<<<<<<<<<<<<<08

08 APR 22 PM 1:30

**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**

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

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

# QUESTIONNAIRE

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

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

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

**Liquor License #** 07070310 (If the location is currently licensed)

**Eff. 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.**
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852) P1057529

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

2. Name: Rodriguez (Last) Nora (First) Elizabeth (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: Jiquilisco (City) Usulutan (State) El Salvador (Country (not county)) Height: 5.3 Weight: 116 Eyes: Brown Hair: Black

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

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

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 8/3/05

8. Telephone number to contact you during business hours for any questions regarding this document (480) 718-5575

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

10. Name of Licensed Premises: Club Santa Fe Premises Phone: (602) 936-8095

11. Licensed Premises Address: 10907 West Buckeye Rd (Street Address (Do not use PO Box #)) Cashion (City) Maricopa (County) 85329 (Zip)

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

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip) |
|---|---|---|---|
| 7/5/2005 | CURRENT | Cleaning Services | 760 S. McClintock Dr Tempe AZ 85282 |
| 11/15/89 | 7/4/2005 | Nick Alvarez Supply | 6260 S. Alameda St LA CA 90001 |
| | | | |

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

| FROM Month/Year | TO Month/Year | Rent or Own | RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord | City | State | Zip |
|---|---|---|---|---|---|---|
| 8/3/05 | CURRENT | OWN | | | | |
| 02/01/96 | 8/2/05 | OWN | 10260 Lakewood Ln | Downey | CA | 90242 |
| | | | | | | |
| | | | | | | |



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

**If you checked the Manager box on th nt of this form skip to # 15**

14. As an Owner, Agent, Partner, Stockholde mber or Officer, will you be physically present operating the the licensed premises ? If you answered YES, how many hrs/day? 40 , answer #14a below. If NO, skip to #15. ☒YES ☐NO

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

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

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

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

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

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

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

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

***If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agen s inv positions.***

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

## Manager Section

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

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

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

24. I, Noah Elizabeth Rodriguez, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

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

x Noah Elizabeth Rodriguez
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 26 day of April 2001
Month Year

OFFICIAL SEAL
AMY J. BOCHNICKI
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 30, 2001

My commission expires on: 30 7
Day Month Year

(Signature of NOTARY PUBLIC) Amy J. Bochnicki

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

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

[redacted] State of [redacted] County of _____
[redacted] foregoing [redacted] acknowledged before me this
day of _____
Day Month Year

(Signature of Li

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

City of Avondale
CITY CLERK'S OFFICE

# DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 7
- ☐ EXTENSION OF PREMISES

**ROUTING:**

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

---

**APPLICANT'S NAME:** MERCEDES DE LA MORA

**BUSINESS NAME:** CLUB SANTA FE

**ADDRESS:** 10907 WEST BUCKEYE ROAD

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

**DEPARTMENTAL COMMENTS:**

☒ APPROVED
☐ DENIED

SIGNATURE

7/3/08
DATE

FIRE MARSHAL
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:** JULY 21, 2008
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY:** JUNE 30, 2008

City of Avondale
CITY CLERK'S OFFICE

# DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 7
- ☐ EXTENSION OF PREMISES

**ROUTING:**

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

**APPLICANT'S NAME:** MERCEDES DE LA MORA

**BUSINESS NAME:** CLUB SANTA FE

**ADDRESS:** 10907 WEST BUCKEYE ROAD

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

**DEPARTMENTAL COMMENTS:**

☑ APPROVED
☐ DENIED

SIGNATURE

5/28/08
DATE

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:** JUNE 2, 2008
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY:** MAY 19, 2008

City of Avondale
CITY CLERK'S OFFICE

# DEPARTMENTAL REVIEW FORM

**TYPE OF LICENSE:**

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 7
- ☐ EXTENSION OF PREMISES

**ROUTING:**

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

---

**APPLICANT'S NAME:** MERCEDES DE LA MORA

**BUSINESS NAME:** CLUB SANTA FE

**ADDRESS:** 10907 WEST BUCKEYE ROAD

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

**DEPARTMENTAL COMMENTS:**

☒ APPROVED
☐ DENIED

SIGNATURE

5/16/08
DATE

Zoning Specialist
TITLE

☒ APPROVED
☐ DENIED

SIGNATURE

5/16/08
DATE

DS DIRECTOR
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF:** JUNE 2, 2008
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY:** MAY 19, 2008

City of Avondale

# DEVELOPMENT SERVICES

## MEMORANDUM

**DATE:** May 14, 2008

**TO:** Linda Farris, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist

**SUBJECT:** Series 7 Liquor License for Club Santa Fe
10907 W Buckeye Road

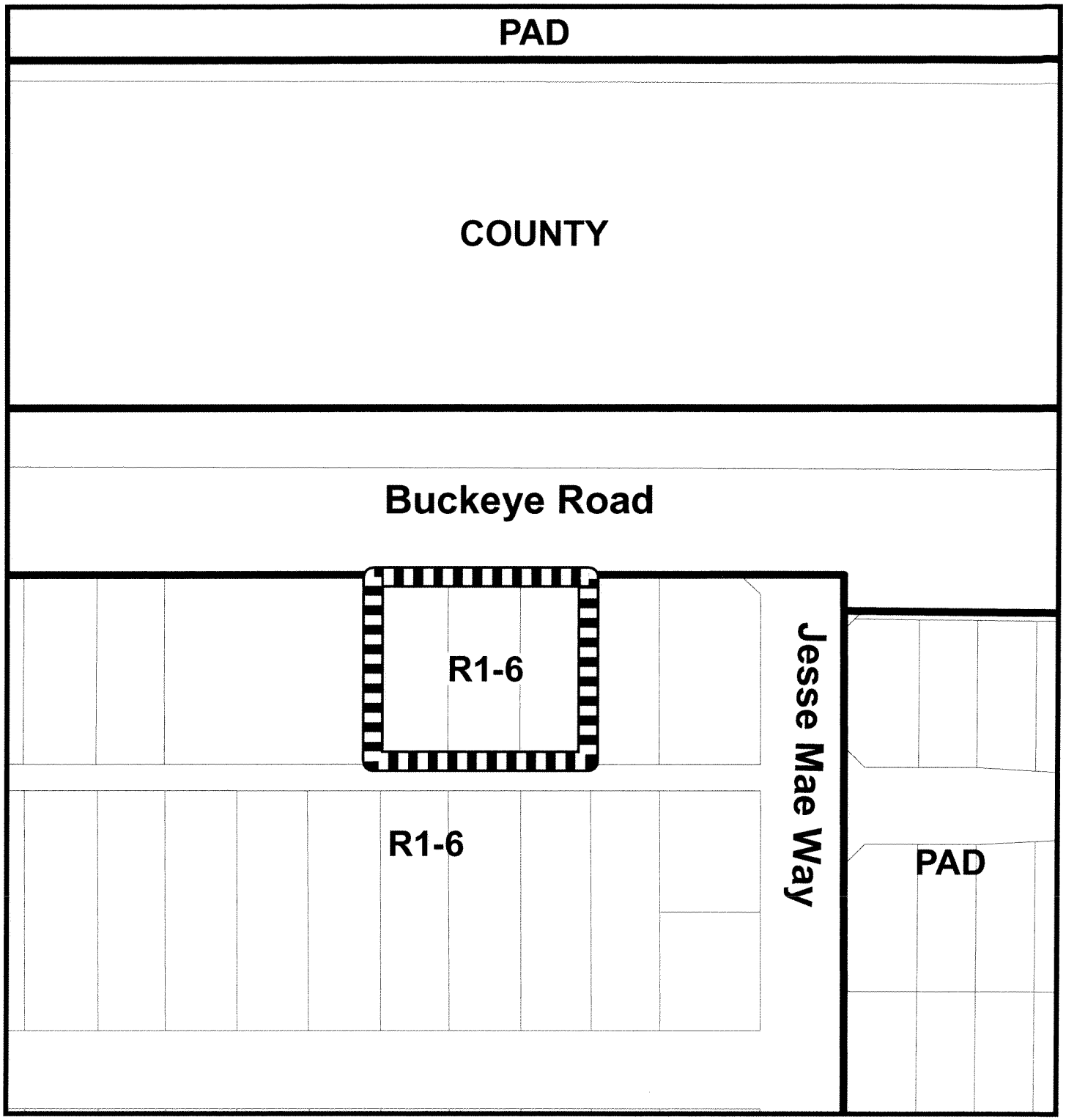
The site is located just west of the southwest corner of 109th Avenue and Buckeye Road. The structure is complete.

State Statute requires all businesses holding Series 7 licenses to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as Commercial. The property is zoned R1-6 (Single Family Residential). The site is currently being used as Club Santa Fe and has been since September of 2005.

There are no zoning or separation issues with the site.

Attachment: Zoning Vicinity Map
2007 Aerial Photograph
300 Foot Separation




# Zoning Vicinity Map

Avondale

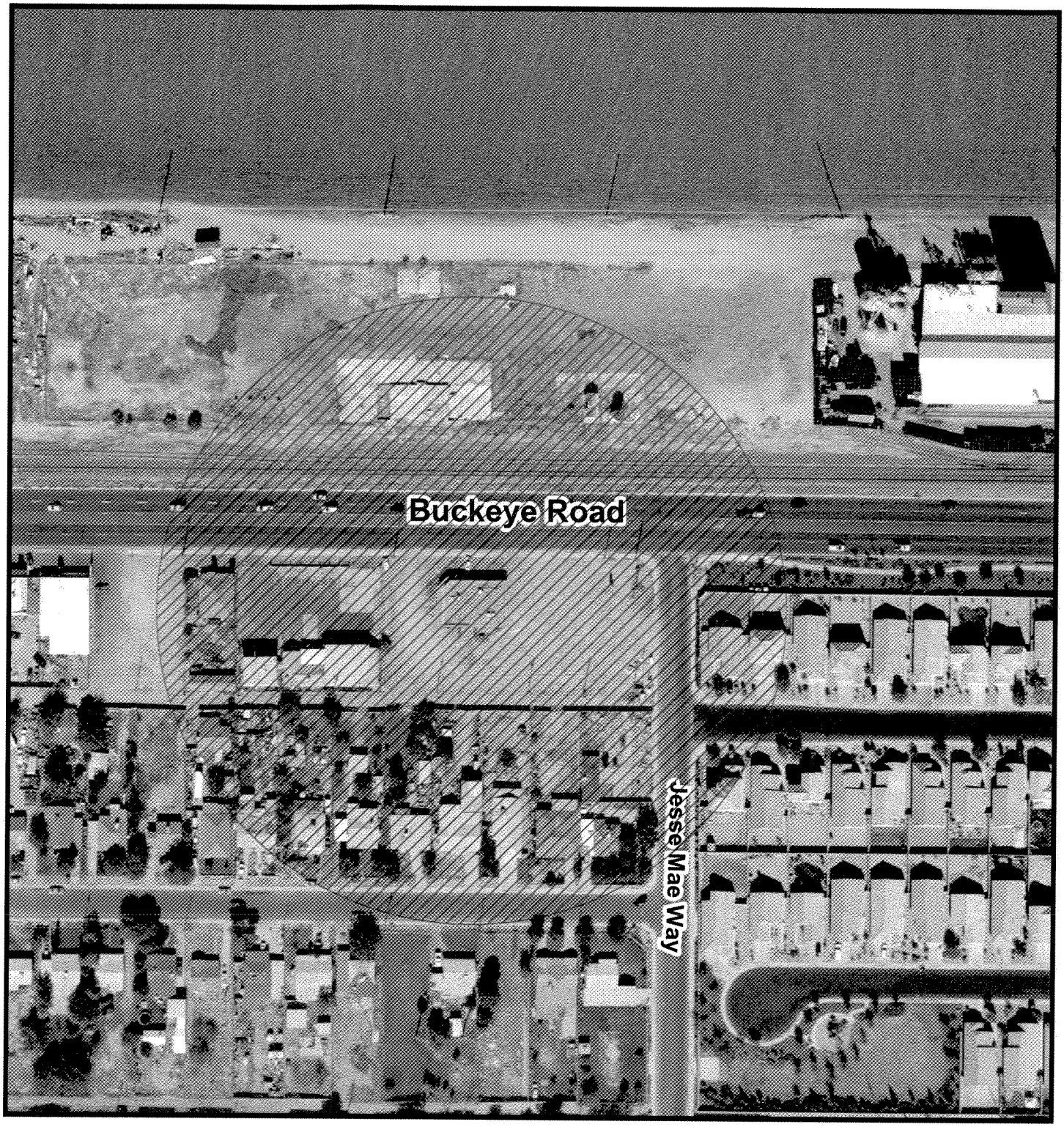
Subject Property

# 2007 Aerial Photograph

Avondale

Subject Property

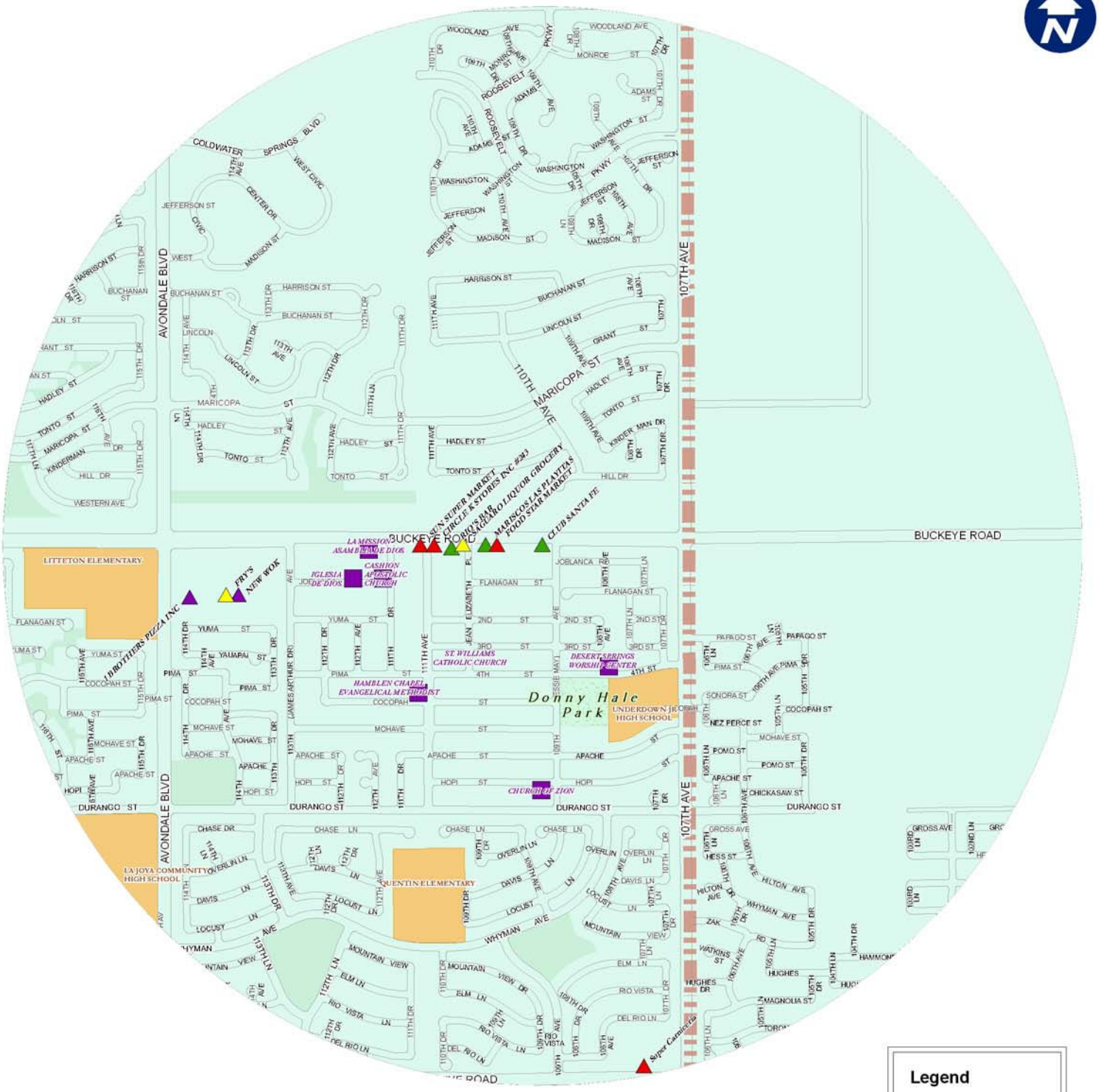
N




# 2007 Aerial Photograph

Avondale

300 Foot Separation




**Legend**

**PLACES OF WORSHIP**

- CHURCH

**LIQUOR LICENSE**

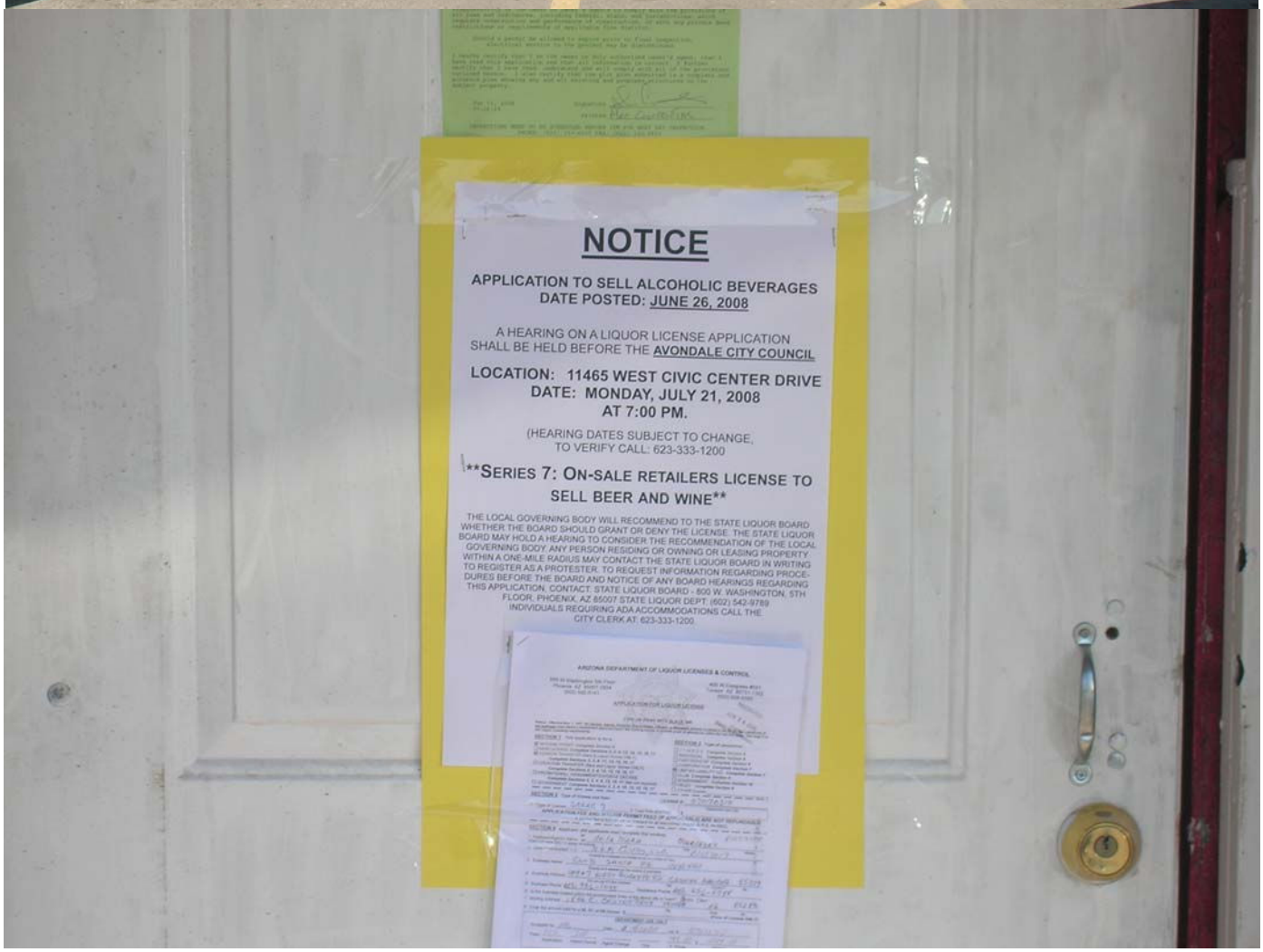
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

# CLUB SANTA FE
# 10907 W Buckeye Rd
# 1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

CLUB
SANTA FE
Welcome to Club Santa Fe
10907


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JUNE 26, 2008
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, JULY 21, 2008
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 623-333-1200
**SERIES 7: ON-SALE RETAILERS LICENSE TO SELL BEER AND WINE**
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT 623-333-1200.
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

# CITY COUNCIL REPORT

**SUBJECT:**
Agreement with FSL Home Improvements Inc. for Housing Rehabilitation Services

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood and Family Services Director (623)333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve an agreement with Foundation for Senior Living, Home Improvements Inc. in the amount of $531,698 to conduct a single family owner occupied housing rehabilitation program in Avondale.

**BACKGROUND:**

The Neighborhood and Family Services Department (NFSD) in conjunction with the Finance Department conducted a Request for Proposals process to procure housing rehabilitation services. Proposals were received from Community Services of Arizona (CSA), Pacific Municipal Consultants (PMC) and Foundation for Senior Living Home Improvements, Inc. (FSL). The proposals were evaluated and scored by a selection committee of seven which included the three members of the Neighborhood and Family Services Commission, CDBG Subcommittee. Overall FSL scored the highest based on qualifications, experience, approach, agency availability, references and understanding of issues related to serving low-income people.

The Neighborhood and Family Services Commission voted on June 25, 2008 to recommend that Council approve entering into an agreement with FSL. FSL provided housing rehabilitation services for Avondale in the 2007/2008 fiscal year successfully completing 36 emergency and 3 substantial rehabilitation projects.

**DISCUSSION:**

The program will be conducted primarily in the target neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista but will be available city-wide for low-income persons needing handicapped accessibility improvements to their homes. To be eligible for the program homeowners must have incomes not exceeding 80% of the HUD Area Median Income ($51,350 for a family of 4). The NFSD will conduct program outreach and determine homeowner eligibility through an application process. FSL will provide housing rehabilitation services including work write-ups, general contractor procurement, construction management, payment of contractor and quality control. The Housing Rehabilitation program will be funded with HOME Program Income and 2007/2008 HOME funds.

The purpose of the program is to alleviate health and safety hazards in homes owned by low income persons and generally improve the condition of housing in low-income neighborhoods. Through this contract FSL will complete 5 emergency and 12 substantial housing rehabilitation projects.

**BUDGETARY IMPACT:**

HOME funds have been allocated for this contract in the 2008/2009 budget including city matching funds.

## RECOMENDATION:

Staff recommends that the City Council approve an agreement with Foundation for Senior Living, Home Improvements Inc. in the amount of $531,698 to conduct a single family owner occupied housing rehabilitation program in Avondale.

## ATTACHMENTS:

**Click to download**

- AGR

**CONTRACTOR AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**FSL HOME IMPROVEMENTS**

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of July 21, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and FSL Home Improvements, an Arizona non-profit corporation (the "Contractor").

RECITALS

A. The City has received Community Development Block Grant ("CDBG") Funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-38, or Home Investment Partnership Funds ("HOME") Funds under Title II of the National Affordable Housing Act of 1990, Public Law 104-134;

B. The City issued a Request for Proposals (the "RFP"), NS 08-024 "Housing Rehabilitation Services" seeking proposals from Contractors to provide housing rehabilitation services for federal housing programs;

C. The Contractor responded to the RFP, a copy of which is attached at Exhibit A, and incorporated herein by reference, and the City desires to enter into an Agreement with Contractor for housing rehabilitation services (the "Services"); and

D. The City wishes to engage the Contractor to provide the Services to assist the City in utilizing such home funds to provide affordable housing opportunities in Avondale.

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. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2010.

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

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed $531,598.00 for the Services as set forth in the Payment Schedules, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor pursuant to Section 17 below. Payments shall be contingent upon verification of the Contractor's payment request.

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

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor 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, Contractor 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 Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

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

9. Performance Warranty. Contractor 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 Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, 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 Contractor, Contractor 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 Contractor. 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 Contractor 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. Contractor'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 Contractor. Contractor 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. Contractor 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, Contractor 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 Contractor. Contractor 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, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor'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. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificate of insurance and declaration page(s) of the insurance policies 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be indentified by referencing the date and title of this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) 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) Contractor'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 Contractor 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. Contractor 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. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor'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 Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the

Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor 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 Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor'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, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this 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 Contractor of written notice by the City. Upon termination for convenience, Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor 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 Contractor an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Contractor 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. Contractor, 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 Contractor, its employees or subcontractors. The Contractor, 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. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor 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 Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws, (c) existing and future Occupational Safety and Health Administration ("OSHA") standards, (d) the provisions of 24 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR Part 92, HOME, as revised, and (f) the provisions contained in the City of Avondale Consolidated Plan.

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 Contractor.

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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this 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 Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor 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 Contractor 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 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 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<br>11465 West Civic Center Drive<br>Avondale, Arizona 85323<br>Facsimile: (623) 333-0100<br>Attn: Charles P. McClendon, City Manager |
| With copy to: | GUST ROSENFELD, P.L.C.<br>201 East Washington Street, Suite 800<br>Phoenix, Arizona 85004-2327<br>Facsimile: (602) 340-1538<br>Attn: Andrew J. McGuire, Esq. |
| If to Contractor: | FSL Home Improvements<br>3051 South 45th Street<br>Phoenix, Arizona 85040<br>Facsimile: (480) 784-1904<br>Attn: Katie Smith |

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.

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

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Payment Schedules, the RFP and the Consultant's response to the RFP, the documents shall govern in the order listed herein.

14.17 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15. Rehabilitation. Contractor shall complete an inspection of each property using HUD-52580-A Inspection Form. Contractor shall complete an environmental review on each property to be assisted. A listing of all families assisted, assistance amounts and pictures of before and after pictures must be provided with Contractor bi-monthly report. If the property was built prior to January 1, 1978, Contractor will provide copies of all lead-based paint testing results along with verification that residents have received EPA booklet entitled "Protect Your Family From Lead In Your Home" and testing results.

16. Documentation and Record-Keeping.

16.1 Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of the rehabilitation services involving inspection results, construction procurement, construction contract documents, contract changes, general contractor payments and warranty information.

(b) Records required to determine the eligibility of the rehabilitation services.

(c) Records documenting compliance with environmental review regulations as required by 24 C.F.R. Part 58.

16.2 Records Delivery. The Contractor shall deliver to the City all written and electronic records pertinent to expenditures incurred under this Agreement for a period of four years after the termination of all activities funded under this Agreement within ninety (90) days after report by the City.

16.3 Client Data. The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

16.4 Disclosure. The Contractor understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Contractor's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

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

17. Payment Procedures. The City will pay to the Contractor funds available under this Agreement based upon information submitted by the Contractor and consistent with an approved payment schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor (reimbursement).

18. Procurement Compliance. The Contractor shall comply with City 24 C.F.R. Part 85 when procuring general construction contractors.

19. Personnel and Participant Conditions.

19.1 Civil Rights

a. Compliance. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment

practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

19.2 Women and Minority Owned Business Enterprises.

a. Women and Minority Owned Business Enterprises. The Contractor will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

b. Subcontracting Provisions. The Contractor will include the provisions of subsections 19.1, Civil Rights and 19.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

19.3 Employment Restrictions.

a. Prohibited Activity. The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. "Section 3" Clause.

(1) Compliance. Compliance with the provisions of "Section 3" of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Contractor and any of the Contractor's contractors and subcontractors. Failure to fulfill these requirements shall subject the City, the Contractor and any of the Contractor's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. "Section 3" requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs, and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Contractor certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

(2) Notifications. The Contractor agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this "Section 3" Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Contractor will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

19.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.9, the following provisions shall apply:

(1) Monitoring. The Contractor will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

(2) Content. The Contractor shall cause all the provisions of this Agreement in its entirety to be incorporated into and made a part of any subcontract executed in the performance of this Agreement.

(3) Selection Process. The Contractor shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

20. Environmental Conditions.

20.1 Lead-Based Paint. The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, as amended. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

20.2 Historic Preservation. The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

[SIGNATURES ON FOLLOWING PAGE]

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:

_____
Carmen Martinez, Acting City Clerk

"**Contractor**"

FSL HOME IMPROVEMENTS, an Arizona non-profit corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

This instrument was acknowledged before me on _____, 2008, 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 _____, 2008, by _____ as _____ of FSL HOME IMPROVEMENTS, an Arizona non-profit corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

[Contractor's Response to the RFP]

See following pages.

Foundation for
Senior Living

1201 E. Thomas Road, Phoenix, AZ 85014
(602) 285-1800 (602) 285-1838 fax
www.fsl.org (602) 222-1063 TTY

May 21, 2008

City Clerk
11465 West Civic Center Drive, Suite 200
Avondale, AZ 85323

To Whom It May Concern:

Please accept FSL Home Improvements, an affiliate corporation of the Foundation for Senior Living (FSL), response to the City of Avondale's Request for Proposals for Housing Rehabilitation Services (NS 08-024).

FSL is one of the largest health and human services organization in Maricopa County and has operated successfully for over 34 years. A wide range of services are provided to over 30,000 individuals annually; services include but are not limited to home improvement, adult day health care, adult foster care, assisted group living, home health care, home care, housing, and counseling.

FSL certifies and agrees not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under this agreement because of race, color, creed, religion, religious beliefs, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

FSL is a non-profit organization located at 1201 East Thomas Road, Phoenix, AZ 85014, our EIN number is 38-3649930. Please see attached information regarding our Vendor Information. If you have any questions regarding this proposal, please contact Katie Smith, Program Director for FSL Home Improvements at 602.285.1800, she will be able to answer any questions you may have.

I, along with Katie Smith, and Carrie Smith, Chief for In-Home services are authorized to represent FSL Home Improvements regarding this proposal. We may be reached at 602.285.1800.

We await your response.

Sincerely,

Guy Mikkelsen
President

**FSL Home Improvements**
**an affiliate corporation of the Foundation for Senior Living**

**Request for Proposal**
**City of Avondale**
**Housing Rehabilitation Services**
**NS 08-024**

## History

FSL Home Improvements is an affiliate corporation of the Foundation for Senior Living. The Foundation for Senior Living is one of the largest health and human services organization in Maricopa County and has operated successfully in the valley since 1974. The Foundation for Senior Living provides a wide range of services to over 30,000 individuals annually. Services include adult day health care, adult foster care, assisted group living, home health and home care, housing, home improvements, and counseling and care management. FSL Home Improvements began in 1987 as the Home Safety & Repair Program and has grown to serve over 1,700 households annually.

## Qualifications

*Organization's Experience and Qualifications*

FSL Home Improvements currently operates Housing Rehabilitation, and Emergency Repair, contracts for the City of Surprise, City of Scottsdale, City of Phoenix, City of Tolleson, City of Avondale and the Arizona Department of Housing using CDBG, HOME and HTF funds. In addition, the organization manages the Weatherization program for Maricopa County and the City of Mesa and assists the City of Phoenix with its Weatherization activities. FSL Home Improvements also provides environmental modifications for AHCCCS participants under Mercy Care Plan, EverCare and Scan Health. The organization holds a residential general building contractors license as well as residential plumbing and HVAC licenses from the Arizona Registrar of Contractors. Lastly, the organization has successfully completed CDBG, HOME and HTF contracts on time each year, which has resulted in contract renewals. FSL is recognized as a regional building science training facility by the U.S. Department of Energy and the Arizona Energy office. FSL is affiliated with the Building Performance Institute and provides training and certification to contractors in the community. Last year FSL became the local sponsor of the Arizona Home Performance with ENERGY STAR program for the U.S. Environmental Protection Agency.

*Owner-Occupied Housing Rehabilitation Policies and Procedures*

City of Avondale Housing Rehabilitation Services - See attached Policy and Procedures

*Financial Responsibility*

See attached Audited Financial Statement.

*Employee Experience and Qualifications*

The rehabilitation team consists of Katie Smith, Program Director, Fritz Borchert, Rehabilitation Specialist and Darrell Gibson, Program Coordinator. Although FSL HI assigns one rehabilitation specialist to each contract, the entire rehabilitation team is available and will often assist in order to complete projects on time.

**FSL Home Improvements**
**an affiliate corporation of the Foundation for Senior Living**

*Katie Smith-Program Director*
Ms. Smith has been in the construction field for the past 10 years. Before joining FSL 8 years ago Katie worked for a General Contractor in the HVAC department managing service calls, billing and scheduling projects. Katie was hired by FSL as a Program Coordinator in 2000. She was responsible for the Volunteer Program and the Fee for service program including the AHCCCS Home Modifications and DME installations. Her job duties consisted of home inspections, scope development, project estimations, job costing and billing for the Fee Program. In 2007 Ms. Smith has taken on role of Program Director for FSL Home Improvements.

*Fritz Borchert – Rehabilitation Specialist, Program Coordinator, Estimator, Project Manager, Licensed Plumbing Contractor*
Mr. Borchert has been in the Residential and Commercial Construction trades for 30 years. He has managed a branch department for one of America's largest specialty Contractors in Florida, has owned his own General Contracting Company in Arizona, and currently coordinates both the Major and Minor/Emergency Housing Rehabilitation Programs for the City of Surprise and the City of Tolleson along with helping when needed for FSL's Scottsdale Program, Housing Trust Fund Program, Mercy Care Program, and Fee for Service Programs. Fritz recently obtained his Contractor and Production Manager Certificate from the NeighborWorks Institute; in addition he is currently registered for IRC Inspection Certification classes. Fritz also holds the Plumbing License for FSL Home Improvements.

*Darrell Gibson-*
Prior to his FSL hire Darrell worked in construction for 10 years. Darrell has worked for FSL in the capacity of Home Repair Technician and now Program Coordinator. As a Repair Technician he performed energy audits, installed new air conditioning systems, sealed ductwork, installed roll-in showers and made homes handicap accessible. Darrell owned his own custom cabinet company for several years before returning to FSL. In 2007 he joined the FSL team in a different role as a Program Coordinator. He completes income eligibility and develops scopes of work for HOME, CDBG and HTF programs. He performs income eligibility using HUD section 8 guidelines and monitors all expenses and prepares billing reports for the above-mentioned programs. Darrell is also responsible for performing home inspections and follows HUD HQS standards and local building codes to draft scopes of work and cost estimates. He works closely with the contractors and monitors all aspects of construction. He has received extensive training and certificates in lead based paint, rehabilitation specialist classes and residential green building.

**FSL Home Improvements**
**an affiliate corporation of the Foundation for Senior Living**

**Agency Availability**
For the 08/09 FY FSL Home Improvements is contracted to complete City of Scottsdale CDBG Emergencies, City of Phoenix CDBG Emergencies, Avondale Emergency HTF, Tolleson HOME rehabilitations, Tolleson Emergency HTF and County Island Rehabilitations.
We have 3 full time staff currently dedicated to these programs and 1 open position that is currently being filled.

**Proposed Services Provided**
FSL Home Improvements (FSL HI) will only accept referrals from the City of Avondale. Once a referral is received, the rehabilitation specialist will meet with the homeowner and will inspect the property addressing the elimination of one or more hazardous or life threatening conditions. Correction of the hazardous condition will result in a unit that is decent, safe and sanitary. FSL will determine income eligibility using HUD section 8 guidelines.

If necessary, lead testing will occur on areas that will be affected by the repair. An EPA licensed firm must perform this service. Once the inspection is complete, the Rehabilitation Specialist will draft a scope of work, schedule a bid walk through and send the work out to bid to at least three licensed contractors including minority and women operated businesses. Due to the nature of emergency repairs, time is of the essence with this program and the Rehabilitation Specialist will attempt to move this process along as quickly as possible. Once the bids are received, the Rehabilitation Specialist will draft a contract between the performing contractor and the homeowner. All direct construction bills will be paid directly through FSL and be processed for payment to the city of Avondale.

FSL HI maintains a list of licensed and insured contractors. In addition, the Rehabilitation Specialist will check all contractors against the HUD debarment website.

Throughout the repair process, the Rehabilitation Specialist will work closely with the homeowner, the contractor and the City of Avondale, Code Enforcement and Building Inspectors to ensure timely completion. Upon completion of the repair(s), the Rehabilitation Specialist will perform a final inspection, obtain certificate of completion signatures from homeowner and contractor and perform two hours of home repair maintenance training. This training shall include providing information on product warranty and maintenance instructions. The client file along with pre and post pictures will be provided to the City of Avondale for final billing.

**Understanding of the Services**
FSL Home Improvements currently serves clients based on income eligibility and our staff is familiar with HUD median income eligibility requirements. Our staff has extensive experience with the verification of income documentation to insure client eligibility. FSL currently completes eligibility for our CDBG, HTF and HOME programs. Annually FSL HI serves two-thousand households with their home improvement needs. FSL HI staff also utilizes our in-house social workers when necessary to assist or clients with the application process. FSL's mission is to assist the vulnerable, disabled and low-income residence with dignity and respect while improving their ability to remain independent in a safe living environment.

**FSL Home Improvements**
**an affiliate corporation of the Foundation for Senior Living**

## References

City of Scottsdale
Justin Boyd
7515 E. 1st Street
Scottsdale, AZ 85251
480.312.2479 phone
**jboyd@scottsdaleaz.gov**
CDBG Emergency Home Repair Program

Arizona Department of Housing
Renee Martucci
1110 W. Washington, Suite 300
Phoenix, AZ 85007
602.771.1022 phone
**reneem@housingaz.com**
HOME and HTF County Island Programs

City of Phoenix
Joe Belvel
200 W. Washington
4th Floor
Phoenix, AZ 85003
602.256.3347 phone
**joe.belval@phoenix.gov**
CDBG Emergency Home Repair Program

City of Tolleson
Reyes Medrano
9555 W. Van Buren
Tolleson, AZ 85353
623-936-7111 phone
rmedrano@tollesonaz.org
HOME and HTF Rehab and Emergency Programs

Owner-Occupied Housing Rehabilitation Policies and Procedures –City of Avondale Housing Rehabilitation Services

**1. The Program Design/Goals/Objectives:**
The Major Rehabilitation program is designed to provide Major Rehabilitation repairs to very low-income owner-occupied households in located in the City of Avondale. The maximum amount of Housing Rehabilitation assistance to be provided is $39,000 rehabilitation and $12,000 for each Emergency and the minimum investment is $1,000. The service is provided in the form of a deferred loan to the homeowner and a lien will be placed on the property for the recapture periods designated by the City of Avondale.

**2. Staffing/The Administrative Structure:**
The FSL Home Improvement team for this Major Rehabilitation program consists of Katie Smith, Director; Darrell Gibson, Program Coordinator, Fritz Borchert, Construction Support and key FSL Management accounting staff who will perform the billing reports for the City of Avondale. The Director provides direct supervision/support to the Program Coordinator who provides direct service coordination of the contracting and repair process. FSL Accounting Department staff performs all accounting functions. FSL employees receive training in the areas of cultural diversity, communicating with diverse clients and general human relations during their introductory employment period. FSL employs Spanish-speaking staff to assist each department as needed. Most forms and applications can be offered in Spanish. In addition, FSL has a TDD phone number to assist individuals with hearing impairments

**3. Rehabilitation Standard:**
The Owner-Occupied Housing Rehabilitation Standards, Housing Quality Standards, IRC and local codes will be considered as a guide in addressing all minor or substantial repairs as well as for the removal of all code violations.

**4. Energy Efficiency Guidelines:**
When replacement of furnaces, cooling, water heaters, and other appliances is necessary the replacement units will meet or exceed minimum energy efficiency ratings.

**5. Marketing and Advertising Method:**
Program staff provides informal meetings/presentations at senior centers, Community Action Program offices, and other social service centers throughout Maricopa County. This is done to enhance the marketing and advertising for the HOME Owner-Occupied Rehabilitation Program and the CDBG Emergency Repair Program as well as to provide information on the Fair Housing Act. The marketing and advertising will also focus on persons with disabilities and non-English speaking homeowners. FSL program literature is available in Spanish.

**6. Application and waiting list procedures:**
Candidates complete an application and provide income eligibility documentation. FSL staff will visually verify original income documents and copies will be obtained for the program file. Proof of home ownership and verification of permanent residency and any other documentation required to determine eligibility for HOME/CDBG funds will be obtained for the program file. If necessary, FSL Home Improvements maintains a formal waiting list. All eligible applicants will be placed on this list in the order in which the application was received. If necessary, staff will prioritize immediate health and safety hazards.

**7. Pre-construction Conference and Housing Counseling Services:**
The Rehabilitation Specialist will meet with the homeowner and contractor prior to construction. At that time, both parties will discuss the project and complete a pre-construction form. Upon completion of the project, the Rehabilitation Specialist will educate each homeowner as to the proper use of newly repaired or installed equipment and provides home maintenance educational information to homeowners.

**8. Unit Inspections, Work Write-Ups and Bidding Processes**
After determining income eligibility, the Rehabilitation Specialist inspects the property to determine the housing rehabilitation need based on housing quality standards, writes a cost-estimate and scope of work according to IRC or local code and prepares a public bid package. The Rehabilitation Specialist reviews the scope of work with the homeowner prior to sending out the bid packages. Each project is publicly advertised in the Dodge Report. FSL also maintains a list of contractors eligible to bid. All contractors are required to complete a contractor application and provide the following: a copy of the Arizona Registrar of Contractors license, liability and workers compensation insurances prior to submitting bids. In addition the contractor must also attend a mandatory pre-construction conference. All bids shall be hand delivered or mailed by the contractor to the FSL Home Improvements office in a sealed envelope with the name of the project and bid opening date on the front. All bids shall be opened at the time of the bid opening.

If at least three bids are not received during the first round of bidding, the Rehabilitation Specialist will begin the bidding process again. The project will be re-advertised in the Dodge Report and a new pre-construction conference meeting and bid opening date will be scheduled. If, on the second attempt, the program receives only one bid and it is within the original cost estimate established in the scope of work then the homeowner will have the option to award the contract or request that the project be resent out to bid.

Since project completion timeliness is critical to the success of the program, bids can be awarded based on lowest bid as well as by the contractors overall ability to complete the project on time. Ultimately, the owner has the right to accept or reject bids not meeting set forth criteria. Bid amounts and award letters will be sent to all contractors after bid opening.

**9. Construction Inspection Process:**
At the start of construction the contractor will provide the Rehabilitation Specialist with a construction schedule. Periodic onsite inspections will be conducted to insure the contractor's performance. If necessary, upon completion of the project, a punch list will be created. The Rehabilitation Specialist, homeowner and contractor will conduct a final inspection of the project prior signing the Certificate of Completion.

**10. Subsidy Calculation and Recordation Process**
N/A

**11. Loan Servicing Policy/Procedures Including Lien Releases:**
FSL Home Improvements uses Chicago Title to perform lien services for HOME Substantial Rehab projects only. A promissory note for the original contracting amount will be signed by homeowner and submitted to Chicago Title which will place the lien against the property for the time period specified by the City of Avondale contract guidelines. Clients will also sign Federal Truth in Lending, Deed of Trust and Right of Recession documentation as part of the promissory note and lien process. Construction contracting can begin after the lien has been placed. All contractors are required to sign a lien release upon completion of contracting and before receiving final payment for services. This information will be maintained in the individual client files.

**12. Method of Determining after Housing Rehabilitation Value:**
For the HOME project the Rehabilitation Specialist obtains a copy of the most recent Maricopa County Assessors tax valuation report on the property and adds the cost of the housing rehabilitation to determine the after housing rehabilitation value. The amount is compared to the most recent FHA 203 (b) Insuring Limits for Single Family Properties amount to ensure that after repair values do not exceed limit.

**13. Complaint Resolution Process:**
See attached document.

**14. Program Income Policy/Procedures including Accounting Procedures**
Rehabilitation Specialist obtains income/asset documentation from all members of the household and follows the HUD Section 8 guidelines as defined in 24 CFR to determine the household's annual income and eligibility status. Required documentation can include but is not limited to; tax returns, checking and savings account statements, IRA and other retirement account statements, Interest, Dividends and other net income, Pensions, Social Security, Disability or Death Benefits, Wages (paycheck stubs), and alimony/child support.

Since the City of Avondale will be listed as beneficiary on all liens the city will be responsible for reporting and repaying the recaptured funds to the appropriate funder.

**15. Refinancing of existing debt or home equity loans after completion of rehabilitation and prior to loan repayment or expiration of recapture period.**
Deferred loan will be repaid by homeowner prior to expiration of recapture period or repayment period before obtaining home equity loans. Loan subordination will only be allowed when the refinancing results in a lower monthly payment. On the other hand, loan subordination will not be allowed under any circumstances for a cash-out financing.

**16. Temporary Relocation Policy**
FSL Home Improvements will offer temporary relocation to homeowners when lead abatement activities require the homeowners to be off site during abatement activities. In addition, the homeowner will be given the opportunity to relocate if the house will be without utilities for more than 24 hours or if the project will require homeowners to vacate for construction purposes. All relocation costs shall be a covered as part of the HOME/CDBG funding cost per unit.

**17. Lead Based Paint Activities**
FSL Home Improvements follows the HUD Lead Based Paint Regulations (24 CFR Part 35). All homes built prior to 1978 will receive a lead based paint test and risk assessment to determine lead hazards. If hazards are present, a licensed lead abatement contractor, prior to other contractors performing the housing rehabilitation, performs abatement or interim controls and obtains clearance test results as specified by Lead Based Paint Regulations. Homeowners are given a copy of the *Protect your Family from Lead* Pamphlet, the test results, risk assessment report as well as any clearance test reports.

**18. Housing Counseling and Homeownership Maintenance Education:**
The Rehabilitation Specialist educates each homeowner as to the proper use of newly repaired or installed equipment and provides home maintenance educational information to homeowners

## VI. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Agency certifies that it has reviewed the administrative information and draft of the Contractor Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FSL Home Improvements, an affiliate corporation of the Foundation for Senior Living
AGENCY SUBMITTING PROPOSAL

38-3649930
FEDERAL TAX ID NUMBER

Guy Mikkelsen, President
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

1201 East Thomas Road
ADDRESS

602.285.1800 602.285.1838
TELEPHONE FAX #

Phoenix, AZ 85014
CITY STATE ZIP

May 21, 2008
DATE

WEB SITE: www.fsl.org

EMAIL ADDRESS: ksmith@fsl.org

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

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

Has your Agency been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

**CITY OF AVONDALE**
**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**REQUEST FOR PROPOSALS**
**FOR**
**HOUSING REHABILITATION SERVICES**
**NS 08-024**

**Addendum No. 1**

FSL Home Improvements, an affiliate corporation of the Foundation for Senior Living, 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 Vendor's Offer.

Signed, May 21, 2008
Date

Guy Mikkelsen
Print Name

President
Title

FSL Home Improvements
Company Name

1201 East Thomas Road
Address

Phoenix, AZ 85014
City, State, Zip Code

END OF ADDENDUM No. 1

# FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS

# FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS

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EideBailly

CPAs & BUSINESS ADVISORS

# INDEPENDENT AUDITOR'S REPORT ON COMBINED FINANCIAL STATEMENTS

Board of Directors
**FSL Programs, FSL Pathways and FSL Home Improvements**
Phoenix, Arizona

We have audited the accompanying combined statements of financial position of the **FSL Programs, FSL Pathways and FSL Home Improvements** as of June 30, 2007 and 2006, and the related combined statements of activities, cash flows and functional expenses for the years then ended. These combined financial statements are the responsibility of the "Entities" management. Our responsibility is to express an opinion on the combined financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express such an opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall combined financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of the **FSL Programs, FSL Pathways and FSL Home Improvements** as of June 30, 2007 and 2006 and the combined changes in net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Eide Bailly LLP

Phoenix, Arizona
March 24, 2008

# FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS
## COMBINED STATEMENTS OF FINANCIAL POSITION
## JUNE 30, 2007 AND 2006

| | 2007 | 2006 |
|---|---|---|
| **ASSETS** | | |
| CASH | $ 1,229,687 | $ 631,013 |
| RECEIVABLES | | |
| Government contracts | 3,922,849 | 3,309,757 |
| Client fees, program income and other | 515,208 | 511,841 |
| | 4,438,057 | 3,821,598 |
| Allowance for doubtful accounts | (108,776) | (116,168) |
| | 4,329,281 | 3,705,430 |
| RELATED PARTY RECEIVABLES - AFFILIATES | 1,159,657 | 1,494,834 |
| PREPAID EXPENSES AND DEPOSITS | 90,324 | 82,216 |
| PROPERTY AND EQUIPMENT, NET | 313,558 | 382,927 |
| | $ 7,122,507 | $ 6,296,420 |
| **LIABILITIES AND NET ASSETS** | | |
| LIABILITIES | | |
| Accounts payable | $ 841,438 | $ 696,542 |
| Accounts payable - affiliates | 276,815 | 92,111 |
| Management fee payable, FSL Management | 818,693 | 740,769 |
| Accrued expenses | 834,746 | 842,837 |
| Contract advances | 1,768,444 | 1,154,835 |
| Other liabilities | 183,200 | 214,627 |
| | 4,723,336 | 3,741,721 |
| NOTES PAYABLE | 63,504 | 128,422 |
| NET ASSETS | | |
| Unrestricted | 2,158,002 | 2,289,261 |
| Temporarily restricted | 177,665 | 137,016 |
| | 2,335,667 | 2,426,277 |
| | $ 7,122,507 | $ 6,296,420 |

See Notes to Combined Financial Statements

# FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS
## COMBINED STATEMENTS OF ACTIVITIES
### YEARS ENDED JUNE 30, 2007 AND 2006

| | 2007 | | | 2006 | | |
|---|---|---|---|---|---|---|
| | Unrestricted | Temporarily Restricted | Total | Unrestricted | Temporarily Restricted | Total |
| PUBLIC SUPPORT AND REVENUE | | | | | | |
| Public Support | | | | | | |
| Government contracts | $ 19,393,656 | $ - | $ 19,393,656 | $ 17,174,520 | $ - | $ 17,174,520 |
| Client fees | 2,210,105 | - | 2,210,105 | 1,938,884 | - | 1,938,884 |
| Program income | 824,787 | - | 824,787 | 755,994 | - | 755,994 |
| Contributions | | | | | | |
| Charity Development Appeal | 969,816 | - | 969,816 | 1,022,499 | - | 1,022,499 |
| Foundation | 196,011 | - | 196,011 | 147,999 | - | 147,999 |
| Corporation and individual | 146,306 | 156,770 | 303,076 | 168,915 | 101,990 | 270,905 |
| In-kind | 490,286 | - | 490,286 | 626,007 | - | 626,007 |
| Fundraising | 8,283 | - | 8,283 | 5,872 | - | 5,872 |
| Other | 13,713 | - | 13,713 | 7,915 | - | 7,915 |
| Net assets released from restrictions | 116,121 | (116,121) | - | 143,466 | (143,466) | - |
| | 24,369,084 | 40,649 | 24,409,733 | 21,992,071 | (41,476) | 21,950,595 |
| EXPENDITURES | | | | | | |
| Program Services | 21,348,033 | - | 21,348,033 | 19,037,747 | - | 19,037,747 |
| Supporting Services | | | | | | |
| Management and general | 3,152,097 | - | 3,152,097 | 2,803,468 | - | 2,803,468 |
| Fundraising costs | 213 | - | 213 | 1,870 | - | 1,870 |
| | 3,152,310 | - | 3,152,310 | 2,805,338 | - | 2,805,338 |
| | 24,500,343 | - | 24,500,343 | 21,843,085 | - | 21,843,085 |
| CHANGE IN NET ASSETS | (131,259) | 40,649 | (90,610) | 148,986 | (41,476) | 107,510 |
| NET ASSETS, beginning of year | 2,289,261 | 137,016 | 2,426,277 | 2,140,275 | 178,492 | 2,318,767 |
| NET ASSETS, end of year | $ 2,158,002 | $ 177,665 | $ 2,335,667 | $ 2,289,261 | $ 137,016 | $ 2,426,277 |

See Notes to Combined Financial Statements

# FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS
## COMBINED STATEMENTS OF CASH FLOWS
## YEARS ENDED JUNE 30, 2007 AND 2006

| | 2007 | 2006 |
|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | $ (90,610) | $ 107,510 |
| Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities | | |
| Depreciation and amortization | 173,795 | 201,007 |
| Gain on sale of property and equipment | - | (6,874) |
| Allowance for doubtful accounts | (7,392) | 30,329 |
| (Increase) decrease in | | |
| Receivables | (281,282) | (1,421,341) |
| Prepaid expenses and deposits | (8,108) | 3,665 |
| Increase (decrease) in | | |
| Accounts payable | 407,524 | 420,466 |
| Accrued expenses | 574,091 | 1,313,699 |
| Total adjustments | 858,628 | 540,951 |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | 768,018 | 648,461 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchase of property and equipment | (104,426) | (71,082) |
| Sale proceeds from property and equipment | - | 8,598 |
| NET CASH USED IN INVESTING ACTIVITIES | (104,426) | (62,484) |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Principal payments on notes payable | (64,918) | (81,308) |
| Proceeds from issuance of notes payable | - | 14,049 |
| NET CASH USED IN FINANCING ACTIVITIES | (64,918) | (67,259) |
| NET INCREASE IN CASH | 598,674 | 518,718 |
| CASH, beginning of year | 631,013 | 112,295 |
| CASH, end of year | $ 1,229,687 | $ 631,013 |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION | | |
| Cash paid during the year for interest | $ 4,002 | $ 6,225 |

See Notes to Combined Financial Statements

# *FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS*

## COMBINED STATEMENTS OF FUNCTIONAL EXPENSES

## YEARS ENDED JUNE 30, 2007 AND 2006

| | 2007 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | PROGRAM SERVICES | | | | | | | | |
| | Maricopa County Home Care/ Home Health | Mohave County Home Care/ Home Health | La Paz County Home Care/ Home Health | Yavapai County Home Care/ Home Health | Adult Day Health Care | Center for Home and Community Living | Nutrition Program | Community Action Program | Adult Foster Care |
| Salaries and employee benefits | $ 1,002,249 | $ 400,155 | $ 63,344 | $ 296,342 | $ 2,675,043 | $ 38,392 | $ 185,999 | $ 150,430 | $ 184,167 |
| Building and occupancy | 63,620 | 11,900 | - | 11,211 | 585,745 | - | 102,192 | 29,295 | 19,592 |
| Meetings and travel | 54,930 | 36,906 | 7,139 | 755 | 11,786 | 444 | 8,570 | 1,044 | 11,670 |
| Professional fees/taxes | 186,075 | 675 | 62 | 804 | 298,855 | 38,890 | 20,976 | 12,022 | 2,057,398 |
| Food and beverage | - | - | - | - | 451,312 | - | 106,037 | - | - |
| Specific assistance to clients | 280 | 336 | - | - | - | - | - | 8,497 | - |
| Depreciation | 3,712 | - | - | 1,391 | 93,929 | - | - | - | - |
| Interest | - | - | - | - | 753 | - | - | - | - |
| Bad debts | 18,908 | - | - | - | 9,619 | - | - | - | 17,637 |
| Materials and supplies | 27,335 | 12,015 | - | 4,388 | 92,536 | 20,692 | 13,986 | 4,337 | 9,120 |
| Insurance | 15,966 | 3,313 | 701 | 2,761 | 32,605 | 1,280 | 1,921 | 1,577 | 2,563 |
| Telephones | 24,333 | 26,941 | - | 2,580 | 40,675 | 75 | 7,706 | 5,058 | 8,864 |
| Other operating | 15,149 | 728 | - | 1,298 | 388,300 | 12,867 | 2,068 | 519 | 2,299 |
| Management fees | - | - | - | - | - | - | - | - | - |
| | $ 1,412,557 | $ 492,969 | $ 71,246 | $ 321,530 | $ 4,681,158 | $ 112,640 | $ 449,455 | $ 212,779 | $ 2,313,310 |



(continued on next page)

## COMBINED STATEMENTS OF FUNCTIONAL EXPENSES

| | 2007 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | PROGRAM SERVICES | | | | | | | | | |
| | Home Repair Program | Pathways | The Catholic Center | The Catholic Senior Ministries | AZ Secure | Assisted Group Living | Care by Design | Other Program Expenses | Elimination's | Total |
| Salaries and employee benefits | $ 564,916 | $ 91,622 | $ 281,635 | $ 94,742 | $ 13,554 | $ 4,794,323 | $ 994,708 | $ 2,902 | $ - | 11,834,523 |
| Building and occupancy | 66,235 | 14,449 | 42,764 | 7,200 | - | 512,016 | 53,501 | - | (1,588) | 1,518,132 |
| Meetings and travel | 43,205 | 2,028 | 3,847 | 7 | - | 39,738 | 17,750 | - | - | 239,819 |
| Professional fees/taxes | 2,073,561 | 25 | 412 | 31 | - | 883,554 | 4,430 | - | (595,201) | 4,982,569 |
| Food and beverage | - | - | - | - | - | 142,194 | - | - | - | 699,543 |
| Specific assistance to clients | - | 9,806 | - | - | - | - | - | - | - | 18,919 |
| Depreciation | 5,980 | - | 1,555 | - | - | 66,225 | 1,002 | - | - | 173,794 |
| Interest | - | - | - | - | - | 3,249 | - | - | - | 4,002 |
| Bad debts | - | - | - | - | - | 71,426 | 49,650 | - | - | 167,240 |
| Materials and supplies | 235,067 | 1,904 | 25,820 | 3,549 | 7,977 | 163,003 | 25,883 | - | - | 647,612 |
| Insurance | 23,711 | 825 | 2,963 | 796 | - | 49,548 | 9,814 | - | - | 150,344 |
| Telephones | 13,448 | 2,631 | 4,269 | 720 | - | 37,962 | 9,768 | - | - | 185,030 |
| Other operating | 33,925 | 4,768 | 2,312 | 1,262 | 7,464 | 152,240 | 98,376 | 9,281 | (6,350) | 726,506 |
| Management fees | - | - | - | - | - | - | - | - | - | - |
| | $ 3,060,048 | $ 128,058 | $ 365,577 | $ 108,307 | $ 28,995 | $ 6,915,478 | $ 1,264,882 | $ 12,183 | $ (603,139) | $ 21,348,033 |



(continued on next page)

## COMBINED STATEMENTS OF FUNCTIONAL EXPENSES

| | 2007 | | | |
|---|---|---|---|---|
| | SUPPORT SERVICES | | | |
| | Management and General | Fundraising | Total Support Services | Total Functional Expenses |
| Salaries and employee benefits | $ 1,278,571 | $ - | $ 1,278,571 | 13,113,094 |
| Building and occupancy | - | - | - | 1,518,132 |
| Meetings and travel | - | - | - | 239,819 |
| Professional fees/taxes | - | - | - | 4,982,569 |
| Food and beverage | - | - | - | 699,543 |
| Specific assistance to clients | - | - | - | 18,919 |
| Depreciation | - | - | - | 173,794 |
| Interest | - | - | - | 4,002 |
| Bad debts | - | - | - | 167,240 |
| Materials and supplies | - | - | - | 647,612 |
| Insurance | - | - | - | 150,344 |
| Telephones | - | - | - | 185,030 |
| Other operating | - | 213 | 213 | 726,719 |
| Management fees | 1,873,526 | - | 1,873,526 | 1,873,526 |
| | $ 3,152,097 | $ 213 | $ 3,152,310 | $ 24,500,343 |



(continued on next page)

## COMBINED STATEMENTS OF FUNCTIONAL EXPENSES

| | 2006 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | PROGRAM SERVICES | | | | | | | | |
| | Maricopa County Home Care/ Home Health | Mohave County Home Care/ Home Health | La Paz County Home Care/ Home Health | Yavapai County Home Care/ Home Health | Adult Day Health Care | OASIS (Older Adult Information System) | Nutrition Program | Community Action Program | Adult Foster Care |
| Salaries and employee benefits | $ 1,048,435 | $ 315,354 | $ 68,592 | $ 259,334 | $ 2,654,112 | $ 113,262 | $ 181,576 | $ 149,826 | $ 237,359 |
| Building and occupancy | 69,294 | 12,000 | 738 | 13,696 | 643,979 | 67,956 | 98,134 | 29,589 | 24,588 |
| Meetings and travel | 55,506 | 29,617 | 10,236 | 1,501 | 12,871 | 2,587 | 7,302 | 2,410 | 14,208 |
| Professional fees/taxes | 190,766 | 1,092 | 37 | 575 | 247,149 | 47,167 | 13,693 | 13,557 | 1,685,996 |
| Food and beverage | - | - | - | - | 248,429 | - | 77,902 | - | - |
| Specific assistance to clients | - | 750 | - | - | - | - | - | 285 | - |
| Depreciation | 6,747 | - | - | - | 105,272 | - | - | - | - |
| Interest | - | - | - | - | 3,142 | - | - | - | - |
| Bad debts | 955 | - | - | - | 27,320 | - | - | - | - |
| Materials and supplies | 26,183 | 15,618 | 454 | 10,538 | 117,520 | 17,345 | 31,695 | 1,751 | 11,098 |
| Insurance | 13,529 | 2,720 | - | 2,526 | 79,213 | 575 | 1,459 | 1,235 | 2,384 |
| Telephones | 17,456 | 10,912 | - | 5,872 | 45,840 | 2,779 | 11,270 | 6,458 | 5,940 |
| Other operating | 7,784 | 696 | 90 | 348 | 350,456 | 1,155 | 2,336 | 258 | 3,361 |
| Management fees | - | - | - | - | - | - | - | - | - |
| | $ 1,436,655 | $ 388,759 | $ 80,147 | $ 294,390 | $ 4,535,303 | $ 252,826 | $ 425,367 | $ 205,369 | $ 1,984,934 |



(continued on next page)

## COMBINED STATEMENTS OF FUNCTIONAL EXPENSES

| | 2006 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | PROGRAM SERVICES | | | | | | | | | |
| | Home Repair Program | Pathways | The Catholic Center | The Catholic Senior Ministries | ABC Coalition | Assisted Group Living | Care by Design | Other Program Expenses | Elimination's | Total |
| Salaries and employee benefits | $ 546,554 | $ 57,464 | $ 318,625 | $ 64,247 | $ 19,517 | $ 4,554,475 | $ 708,382 | $ 5,355 | $ - | $ 11,302,469 |
| Building and occupancy | 45,168 | 13,720 | 60,043 | - | - | 549,117 | 23,543 | 12,764 | (6,057) | 1,658,272 |
| Meetings and travel | 39,047 | 3,638 | 4,065 | - | 225 | 31,973 | 10,242 | - | - | 225,428 |
| Professional fees/taxes | 1,211,264 | 18 | 10,050 | - | - | 818,038 | 14,111 | - | (615,883) | 3,637,630 |
| Food and beverage | - | - | - | - | - | 132,987 | - | - | - | 459,318 |
| Specific assistance to clients | - | 5,271 | - | - | - | - | - | - | - | 6,306 |
| Depreciation | 7,933 | - | 1,426 | - | - | 77,136 | 1,353 | - | - | 199,867 |
| Interest | - | - | - | - | - | 3,083 | - | - | - | 6,225 |
| Bad debts | - | - | - | - | - | 2,163 | 5,206 | - | - | 35,644 |
| Materials and supplies | 192,094 | 2,462 | 11,364 | 1,911 | - | 142,635 | 23,601 | 1,529 | - | 607,798 |
| Insurance | 16,432 | 1,530 | 4,073 | 131 | - | 69,401 | 5,366 | - | - | 200,574 |
| Telephones | 15,191 | 1,688 | 5,039 | - | - | 34,706 | 6,911 | 1,008 | - | 171,070 |
| Other operating | 33,818 | 1,312 | 3,330 | 371 | 818 | 108,309 | 30,324 | (11,500) | (6,120) | 527,146 |
| Management fees | - | - | - | - | - | - | - | - | - | - |
| | $ 2,107,501 | $ 87,103 | $ 418,015 | $ 66,660 | $ 20,560 | $ 6,524,023 | $ 829,039 | $ 9,156 | $ (628,060) | $ 19,037,747 |



(continued on next page)

## COMBINED STATEMENTS OF FUNCTIONAL EXPENSES

| | 2006 SUPPORT SERVICES | | | |
|---|---|---|---|---|
| | Management and General | Fundraising | Total Support Services | Total Functional Expenses |
| Salaries and employee benefits | $ 1,066,499 | $ - | $ 1,066,499 | $ 12,368,968 |
| Building and occupancy | - | - | - | 1,658,272 |
| Meetings and travel | - | - | - | 225,428 |
| Professional fees/taxes | - | - | - | 3,637,630 |
| Food and beverage | - | - | - | 459,318 |
| Specific assistance to clients | - | - | - | 6,306 |
| Depreciation | - | - | - | 199,867 |
| Interest | - | - | - | 6,225 |
| Bad debts | - | - | - | 35,644 |
| Materials and supplies | - | - | - | 607,798 |
| Insurance | - | - | - | 200,574 |
| Telephones | - | - | - | 171,070 |
| Other operating | - | 1,870 | 1,870 | 529,016 |
| Management fees | 1,736,969 | - | 1,736,969 | 1,736,969 |
| | $ 2,803,468 | $ 1,870 | $ 2,805,338 | $ 21,843,085 |

See Notes to Combined Financial Statements

## NOTE 1 - NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

FSL Programs, FSL Pathways and FSL Home Improvements (the "Entities") are non-profit corporations who provide social and health services to the elderly and disabled and whose sole member is the Foundation for Senior Living (FSL). FSL is a non-profit corporation whose sole member is the Roman Catholic Church, Diocese of Phoenix and has an elected Board of Directors that provide policy, advice and guidance to the Foundation and its affiliated Corporations. These organizations provide program services and oversight of the respective programs. All other support services are provided by FSL Management through the charging of a monthly management fee as defined by the management agreement.

FSL Programs is a non-profit organization, which administers programs and services for senior adults, persons with disabilities, and their families. These programs are primarily supported by contracts with Federal, State and County agencies and client fees. The primary source of FSL Programs' revenue is from government contracts which include the Area Agency on Aging District I and Mercy Care. These contracts account for approximately 70% of total government contracts revenue for the years ended June 30, 2007 and 2006.

FSL Pathways provides group housing and related behavioral health services for mentally impaired adults. These activities are funded by Value Options and Mercy Care. These contracts account for approximately 92% and 86%, respectively, of total government contracts revenue for the years ended June 30, 2007 and 2006.

FSL Home Improvements provides construction services related to the rehabilitation of existing housing and for home repairs and improvements, primarily to reduce or eliminate health and safety hazards, for the benefit of senior adults, low income individuals, and individuals with disabilities. The primary sources of revenue are Maricopa County and the City of Phoenix. These contracts account for approximately 54% and 47%, respectively, of total government contracts revenue for the years ended June 30, 2007 and 2006.

*Principles of Combination*

The combined financial statements include the accounts of the Entities. These combined Entities are affiliated through common control and provide social and health services to the elderly. All significant inter-company accounts and transactions have been eliminated in the preparation of these combined financial statements.

*Financial Statement Presentation*

The Entities prepare the financial statements using Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations." Under SFAS No. 117, the Entities are required to report information regarding its financial position and activities according to three classes of net assets (unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets) based upon the existence or absence of donor-imposed restrictions. In addition, the Entities are required to present a statement of cash flows.

*Contributions*

In accordance with SFAS No. 116, "Accounting for Contributions Received and Contributions Made," contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

Under SFAS No. 116, such contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of the time restriction.



(continued on next page)

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Donated or purchased property and equipment are accounted for as unrestricted net assets. Also included in this classification are amounts designated by the Board of Directors for capital expenditures.

Certain donated services and materials received, which are measurable and ascertainable, are included as in-kind contributions and charged to program expenses in the accompanying combined financial statements. During the years ended June 30, 2007 and 2006, in-kind contributions of $490,286 and $626,007, respectively, have been reflected in the accompanying financial statements for donated services and rent since an objective basis is available to measure the value of such services. However, a substantial number of volunteers have donated significant amounts of their time on behalf of the Entities for which no objective basis is available to measure the value of such services and as a result no amounts have been reflected in the accompanying financial statements.

Unconditional promises to give or contributions are recognized when the donor makes a promise to give to the Entities. Contributions or promises to give that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions or promises to give are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

*Cash and Cash Equivalents*

For purposes of the combined statement of cash flows, the Entities consider all highly liquid assets that can be easily converted to cash as cash equivalents. FSL Programs, FSL Pathways and FSL Home Improvements maintain cash balances at financial institutions, which may exceed federally insured amounts.

*Accounts Receivable*

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. The allowance for uncollectible accounts was $108,776 and $116,168 at June 30, 2007 and 2006, respectively. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Changes in the valuation allowance have not been material to the financial statements.

*Property and Equipment*

Property and equipment are stated at cost. Additions, renewals, and betterments greater than $2,500 are capitalized, whereas expenditures for maintenance and repairs are charged to expense. It is the policy of FSL Programs, FSL Pathways and FSL Home Improvements to provide depreciation and amortization using the straight-line method, based on the estimated useful lives of the respective assets.

The Entities review their property and equipment whenever events indicate that the carrying amount of the asset may not be recoverable. An impairment loss is recorded when the sum of the future cash flows is less than the carrying amount of the asset. An impairment loss is measured as the amount by which the carrying amount of the asset exceeds its fair value. No impairment loss has been recorded for the years ended June 30, 2007 and 2006.

*Contract Advances*

Contract advances are comprised of funds received from contractors for services not yet provided. Amounts will be recognized as revenue when the services are provided.



(continued on next page)

*Estimates*

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

## NOTE 2 – PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30:

| | 2007 | 2006 |
|---|---|---|
| Furniture and equipment | $ 284,944 | $ 256,251 |
| Vehicles | 948,641 | 878,875 |
| Leasehold improvements | 212,559 | 206,594 |
| | 1,446,144 | 1,341,720 |
| Accumulated depreciation and amortization | (1,132,586) | (958,793) |
| | $ 313,558 | $ 382,927 |

## NOTE 3 – OPERATING LEASES

The Entities lease space for certain of its program service locations under long-term and month to month operating leases. Future minimum rental payments required under operating leases that have an initial or remaining non-cancelable lease term in excess of one year are as follows at June 30, 2007:

| | Affiliate | Non-affiliate | Total |
|---|---|---|---|
| 2008 | $ 103,200 | $ 282,710 | $ 385,910 |
| 2009 | 22,200 | 52,191 | 74,391 |
| 2010 | 22,200 | - | 22,200 |
| 2011 | 16,650 | - | 16,650 |
| | $ 164,250 | $ 334,901 | $ 499,151 |

During the year ended June 30, 2002, the Entities moved into a building owned by an affiliate. For the years ended June 30, 2007 and 2006, the rent paid to the Foundation for Senior Living and FSL Holdings, LLC by the Entities for the building and other sites was approximately $410,000 and $340,000, respectively. The Entities lease agreements with FSL Holdings, LLC are typically on an annual basis with the current agreements expiring on December 31, 2007. There is one lease agreement that expires March 31, 2011.

Total rent expense was approximately $847,000 and $825,000 for the years ended June 30, 2007 and 2006, respectively.

The amounts above include rent expense for FSL Programs' Avondale facility. Under the terms of the lease agreement the facility was to be rent-free for a period of ten years, as a result of improvements made to the facility by Programs. These improvements were to be expensed as rent over the ten-year period. Programs vacated the site and expensed the remaining prepaid rent during the year ended June 30, 2006.



(continued on next page)

## NOTE 4 – NOTES PAYABLE

The Entities are indebted with respect to the purchase of vehicles and refinanced vehicles. The loans require varying monthly payments at interest rates ranging from 0.0% to 8.14%. The loans mature between March of 2008 and March of 2011. At June 30, 2007 and 2006, the notes had an outstanding balance of $63,504 and $128,422, respectively.

Minimum future principal payments required are as follows:

| | |
|---|---|
| 2008 | $ 37,109 |
| 2009 | 10,657 |
| 2010 | 8,982 |
| 2011 | 6,756 |
| | $ 63,504 |

## NOTE 5 – TRANSACTIONS WITH AFFILIATES

The Entities conduct business with each other, which gives rise to intercompany receivables and payables, and revenues and expenses. Balances/activity in these intercompany accounts (which have been eliminated in combination) are as follows at June 30, 2007:

| | Due From | Due To | Revenue | Expense |
|---|---|---|---|---|
| FSL Programs, Inc. | $ 240,411 | $ 88,683 | $ 410,488 | $ 192,651 |
| FSL Pathways, Inc. | 88,683 | 15,000 | 13,757 | 410,488 |
| FSL Home Improvements, Inc. | 15,000 | 240,411 | 178,894 | - |
| | $ 344,094 | $ 344,094 | $ 603,139 | $ 603,139 |

FSL Management provides management services to affiliated entities for a management fee. The expense paid to FSL Management by FSL Programs, FSL Pathways and FSL Home Improvements for fiscal 2007 and 2006 was approximately $1,875,000 and $1,740,000, respectively. FSL allocated $969,816 and $1,022,499 of Charity Development Appeal (CDA) funds awarded by the Roman Catholic Diocese of Phoenix to the Entities in fiscal 2007 and 2006, respectively.

Outstanding related party receivables due from affiliates at June 30, 2007 and 2006 included $1,066,185 and $1,399,896, respectively, due from the Foundation for Senior Living; $92,789 and $88,522, respectively, due from FSL Management; and $683 and $6,416 due from other affiliates, respectively.

Outstanding accounts payables due to affiliates at June 30, 2007 and 2006 included $173,182 and $36,980 due to the Foundation for Senior Living, respectively, and $103,633 and $55,131 due to other affiliates, respectively.

## NOTE 6 – INCOME TAXES

The Entities are non-profit, Arizona corporations which have been granted certificates of exemption from the payment of federal and state income taxes under provisions of Section 501(c)(3) of the Internal Revenue Code.



(continued on next page)

## NOTE 7 – EMPLOYEE BENEFIT PLAN

The Entities' employees are eligible to participate in a Tax Sheltered Annuity Employee Retirement Plan. The plan covers substantially all full-time employees over age 21 who have one year of service, as defined. FSL matches eligible contributions of employee compensation based on a years of service formula as defined in the plan documents. Effective January 1, 2006, FSL's policy changed from a match of 8% to 6%. In fiscal 2007 and 2006, contributions of approximately $207,000 and $175,000, respectively, were made to this TSA plan.

## NOTE 8 – NET ASSETS RELEASED FROM RESTRICTIONS

Net assets released from restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors during the fiscal year ended June 30 are as follows:

| | 2007 | 2006 |
|---|---|---|
| Donor restricted contributions accomplished | $ 116,121 | $ 143,466 |

## NOTE 9 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes or periods at June 30:

| | 2007 | 2006 |
|---|---|---|
| United Way | $ 128,352 | $ 88,329 |
| Other | 49,313 | 48,687 |
| | $ 177,665 | $ 137,016 |

## NOTE 10 – CONTINGENCIES

The Entities obtain a majority of their revenues through contracts and grants from various governmental agencies. If the governmental agencies affect significant budget cuts in the future, this source of funding could decrease. If this were to occur, it is management's opinion that the Entities could continue most of its activities through other sources of funding. Additionally, program costs are subject to audit by the contracting agency, and in the event that the contract proceeds were not spent in accordance with contract terms, the proceeds may be required to be returned to the appropriate agency. The Entities are of the opinion that an adequate provision has been made in the combined financial statements for the effect of any costs, which might be disallowed under these various contracts.

The audits of FSL Programs and FSL Home Improvements schedules of federal financial assistance were performed in accordance with the provisions of Office of Management and Budget Circular OMB-133, *Audits of Non-Profit Organization*.

# # # # #

EideBailly

CPAs & BUSINESS ADVISORS

## INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

Board of Directors
**FSL Programs, FSL Pathways and FSL Home Improvements**
Phoenix, Arizona

Our audits were made for the purpose of forming an opinion on the basic combined financial statements taken as a whole. The supplemental information as of and for the years ended June 30, 2007 and 2006, is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic combined financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic combined financial statements taken as a whole.

Eide Bailly LLP

Phoenix, Arizona
March 24, 2008

# FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS
## COMBINING STATEMENTS OF FINANCIAL POSITION
## YEAR ENDED JUNE 30, 2007
## (WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2006)

| | 2007 | | | | | 2006 |
|---|---|---|---|---|---|---|
| | FSL Programs | FSL Pathways | FSL Home Improvements | Combined Elimination's | Totals | Comparative totals only |
| CASH | $ 1,054,664 | $ 101,989 | $ 73,034 | $ - | $ 1,229,687 | $ 631,013 |
| RECEIVABLES | | | | | | |
| Government contracts | 2,314,328 | 973,712 | 634,809 | - | 3,922,849 | 3,309,757 |
| Client fees, program income and other | 383,020 | 67,268 | 64,920 | - | 515,208 | 511,841 |
| | 2,697,348 | 1,040,980 | 699,729 | - | 4,438,057 | 3,821,598 |
| Allowance for doubtful accounts | (101,386) | (7,390) | - | - | (108,776) | (116,168) |
| | 2,595,962 | 1,033,590 | 699,729 | - | 4,329,281 | 3,705,430 |
| RELATED PARTY RECEIVABLES | | | | | | |
| Accounts receivable - affiliate | 528,701 | 630,273 | 683 | - | 1,159,657 | 1,494,834 |
| Accounts receivable - combined affiliate | 88,683 | 15,000 | 240,411 | (344,094) | - | - |
| | 617,384 | 645,273 | 241,094 | (344,094) | 1,159,657 | 1,494,834 |
| PREPAID EXPENSES AND DEPOSITS | 50,567 | 32,097 | 7,660 | - | 90,324 | 82,216 |
| PROPERTY AND EQUIPMENT, NET | 201,938 | 95,397 | 16,223 | - | 313,558 | 382,927 |
| | $ 4,520,515 | $ 1,908,346 | $ 1,037,740 | $ (344,094) | $ 7,122,507 | $ 6,296,420 |
| LIABILITIES | | | | | | |
| Accounts payable | $ 335,715 | $ 113,766 | $ 391,957 | $ - | $ 841,438 | $ 696,542 |
| Accounts payable - affiliates | 91,602 | 12,031 | 173,182 | - | 276,815 | 92,111 |
| Accounts payable - combined affiliate | 240,411 | 88,683 | 15,000 | (344,094) | - | - |
| Management fee payable - FSL Management | 451,179 | - | 367,514 | - | 818,693 | 740,769 |
| Accrued expenses | 460,757 | 334,420 | 39,569 | - | 834,746 | 842,837 |
| Contract advances | 1,768,444 | - | - | - | 1,768,444 | 1,154,835 |
| Other liabilities | 181,626 | 1,574 | - | - | 183,200 | 214,627 |
| | 3,529,734 | 550,474 | 987,222 | (344,094) | 4,723,336 | 3,741,721 |
| NOTES PAYABLE | - | 63,504 | - | - | 63,504 | 128,422 |
| NET ASSETS | | | | | | |
| Unrestricted | 831,466 | 1,287,423 | 39,113 | - | 2,158,002 | 2,289,261 |
| Temporarily restricted | 159,315 | 6,945 | 11,405 | - | 177,665 | 137,016 |
| | 990,781 | 1,294,368 | 50,518 | - | 2,335,667 | 2,426,277 |
| | $ 4,520,515 | $ 1,908,346 | $ 1,037,740 | $ (344,094) | $ 7,122,507 | $ 6,296,420 |

# FSL PROGRAMS, FSL PATHWAYS AND FSL HOME IMPROVEMENTS
## COMBINING STATEMENTS OF ACTIVITIES
## YEAR ENDED JUNE 30, 2007
## (WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2006)

| | 2007 | | | | | 2006 |
|---|---|---|---|---|---|---|
| | FSL Programs | FSL Pathways | FSL Home Improvements | Combined Elimination's | Totals | Comparative totals only |
| **REVENUES** | | | | | | |
| Government contracts | $ 9,517,252 | 6,976,097 | 2,900,307 | $ - | $ 19,393,656 | $ 17,174,520 |
| Client fees | 2,411,210 | 13,757 | 388,277 | (603,139) | 2,210,105 | 1,938,884 |
| Program income | 68,662 | 756,125 | - | - | 824,787 | 755,994 |
| Contributions | | | | | | |
| Charity Development Appeal | 921,948 | - | 47,868 | - | 969,816 | 1,022,499 |
| Foundation | 187,302 | - | 8,709 | - | 196,011 | 147,999 |
| Corporation and individual | 287,026 | 7,025 | 9,025 | - | 303,076 | 270,905 |
| In-kind | 490,286 | - | - | - | 490,286 | 626,007 |
| Fundraising | 8,283 | - | - | - | 8,283 | 5,872 |
| Other | 5,660 | 8,043 | 10 | - | 13,713 | 7,915 |
| | 13,897,629 | 7,761,047 | 3,354,196 | (603,139) | 24,409,733 | 21,950,595 |
| **EXPENDITURES** | | | | | | |
| Program services | 11,975,646 | 6,915,478 | 3,060,048 | (603,139) | 21,348,033 | 19,037,747 |
| Support services | 1,969,702 | 903,603 | 278,792 | - | 3,152,097 | 2,803,468 |
| Fundraising costs | 213 | - | - | - | 213 | 1,870 |
| | 13,945,561 | 7,819,081 | 3,338,840 | (603,139) | 24,500,343 | 21,843,085 |
| **CHANGE IN NET ASSETS** | (47,932) | (58,034) | 15,356 | - | (90,610) | 107,510 |
| **NET ASSETS**, beginning of year | 1,038,713 | 1,352,402 | 35,162 | - | 2,426,277 | 2,318,767 |
| **NET ASSETS**, end of year | $ 990,781 | $ 1,294,368 | $ 50,518 | $ - | $ 2,335,667 | $ 2,426,277 |

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

[Scope of Work]

See following pages

SCOPE OF WORK

1. Background. The City of Avondale's (the "City") owner-occupied housing rehabilitation program (the "Program") is designed to assist low-income homeowners whose homes require major repairs that are necessary to comply with City Codes. Eligible beneficiaries are first time homeowners with a projected annual household gross income that does not exceed 80% of the Housing and Urban Development ("HUD") Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner.

2. Required Qualifications. The Contractor shall:

A. Have been in business for a minimum of five (5) continuous years.

B. Have provided similar services to an organization of the same size or larger than the City within the last two (2) years.

C. Have at least five (5) years experience performing housing rehabilitation services for Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funded housing rehabilitation programs and demonstrate sufficient financial and staff resources to perform the Services.

D. Demonstrate its capability to fully perform the Federal lead-based paint requirements that are applicable to housing rehabilitation programs funded by HUD. These regulations are delineated in 24 C.F.R. Part 25. The City will provide these documents upon request.

E. Demonstrate fiscal responsibility and have a recent annual year fiscal audit including management letter.

F. Not, in accordance with Federal law, discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap as identified in Section 109 of the Fair Housing Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and 24 CFR 570.602. In addition, Contractor shall not discriminate in the provision of services hereunder because of religious belief, creed, medical condition, blindness, sexual orientation, marital status, pregnancy, parenthood, citizenship, gender identity, domestic partner status or AIDS or HIV status. Contractor shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds provided under this Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status or AIDS or HIV status.

3. Scope of Work.

The Contractor will provide housing rehabilitation services for the City's Program funded with the following CDBG and HOME funds.

| Funding Sources (Approximates) | | | | |
|---|---|---|---|---|
| Source | Program Income | 2008/2009 | 2009/2010 | Total |
| HOME | $300,000 | $85,849 | $85,849 | $471,691 |
| CDBG | | | $60,000 | $60,000 |
| | | | | $531,698 |

It is expected that approximately 5 rehabilitations can be completed with CDBG funds and approximately 12 substantial rehabilitations can be completed with HOME funds.

The Program will be operated by the City with the Contractor providing Housing Rehabilitation Services. The City will conduct outreach, marketing, application intake, and applicant pre-qualification. After pre-qualification, the applicant will be referred to the Contractor to commence the rehabilitation project. The Contractor will maintain a list of qualified applicants from which the City and the Contractor will develop a schedule for completing construction. The Contractor will perform all services necessary to procure licensed General Contractors and complete each project. Upon completion of each project the Contractor will provide the City with a client file containing all eligibility information, construction documents and cost accounting. The Contractors shall services include, but are not be limited to, the following.

A. Review pre-qualified applicant files for completeness and obtain any additional information as necessary.

B. Obtain title documents related to ownership, property liens and taxes.

C. Create a site specific environmental review for each home to be rehabilitated to assess issues related to the following:

1) Historic preservation.

2) Airport clear zones.

3) Explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals or gases.

D. Inspect homes of qualified applicants to determine level of rehabilitation.

E. Perform all inspections, work and certifications necessary to comply with HUD Lead-Based Paint Guidelines.

F. Write a detailed work write-up of rehabilitation work to be performed.

G. Prepare a line item cost estimate for the rehabilitation work specific to each trade.

H. Obtain approval from the homeowner for the rehabilitation scope of work.

I. Develop construction documents including scope of work, specifications and construction contract.

J. Obtain building permits.

K. Procure general contractors for rehabilitation work.

L. Execute and administer construction contracts with general contractors.

M. Draw-up Deeds of Trusts and Promissory Notes for rehabilitation loans.

N. Obtain execution of loan documents and record them with the Maricopa County Assessors office.

O. Provide services to temporarily relocate homeowners as necessary.

P. Monitor and inspect construction work for adherence to contract documents, city code and conditions of the building permit.

Q. Process contract change orders and construction contract amendments

R. Process partial payments to the General Contractor on a reimbursement basis for work completed ensuring all lien waivers, warranty commitments and homeowner approvals are obtained.

S. Conduct final inspections and ensure adequate completion of each project obtaining all documentation that the terms of the building permit are satisfied.

T. Maintain data and records for semi-annual contractor and sub-contractor activity report required by the City and HUD.

U. Provide bi-monthly progress reports to the City and other reports as required.

V. Submit payment reimbursement requests to the City.

W. Maintain client files for each project and provide completed files to the City.

4. Eligible Rehabilitation Activities.

A. Emergency Rehabilitation. The immediate repair of one or several items required to ensure the health, safety and welfare of the occupants including the repair of electrical, plumbing, heating, cooling, roofing and structural systems. The provision of handicapped accessibility is an emergency repair. Emergency Repair may be provided regardless of the condition of the home. All emergency rehabilitation, with the exception of handicapped accessibility must be funded with CDBG.

B. Substantial Rehabilitation. The repair of several items in a home that are in substandard and deteriorating condition for the purpose of bringing the entire property up to current city code. Certain structural items such as building placement, ceiling height and window and door openings may be excepted from full compliance with city codes based on the age of housing and the infeasibility of making corrections. Substantial rehabilitation may only be provided to properties that are structurally sound and which can sustain the value of the rehabilitation. Manufactured housing is not eligible for Substantial Rehabilitation.

5. Eligible Beneficiaries. Eligible beneficiaries are homeowners who hold fee simple title to their home and who occupy it as their sole residence. The ownership interest in the subject home must be free of restrictions or encumbrances that unduly restrict the marketable nature of the home such as excessive liens and non owner-occupants named on a deed. Limited title searches must be conducted. Homeowners must have a projected annual household gross income that does not exceed 80% of the area median income adjusted by household size at the time the rehabilitation commitment is made to the homeowner. The City will determine and verify income according to "Section 8" guidelines.

6. Eligible Property Types. Eligible property types include single-family homes, town-homes and condominiums. Manufactured housing permanently affixed to real property held in fee simple title by the occupant is eligible for emergency repair only.

7. Lead Based Paint. All rehabilitation work shall be in compliance with 24 CFR Part 35.

8. Required Property Standards. All work shall be performed in accordance with City of Avondale codes and ordinances as well as the Maricopa HOME Consortia Rehabilitation Standards.

9. Maximum Property Value. The value of the home may not exceed the FHA 203(b) insuring limit for single-family properties.

10. Minimum and Maximum Investments. The minimum rehabilitation construction cost is $1,000 and the maximum is determined by subtracting the Maricopa County Assessors current assessed full value of the property from the FHA 203(b) mortgage insuring limit for Maricopa City.

11. Terms of Assistance to Beneficiaries (Loans Only). Emergency Repair assistance (CDBG funded) is offered as a grant to the homeowner. Substantial Rehabilitation assistance

(HOME funded) is offered in the form of a no-interest Forgivable Loan. A rehabilitated home must remain occupied by the assisted low-income family for a "period of affordability" (POA) corresponding to the level of assistance listed in the table below.

| Rehabilitation Construction Cost | Period of Affordability/Recapture Period |
|---|---|
| Under $15,000 | 5 years |
| $15,000 to $40,000 | 10 years |
| Over $40,000 | 15 years |

If the home is sold prior to the specified POA a pro-rata share of the assistance must be re-paid to the City. **The City shall be listed as the beneficiary for all loans.** All rehabilitation loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property. Rehabilitation loans must carry a term equal to the affordability period. All loans are forgivable loans.

Forgivable Loans

Forgivable loans are non-interest bearing loans that carry a POA term in which the principle is reduced relative to the amount of time the buyer lives in the house. The pro-rata share of principle reduction is determined monthly. Loan forgiveness is conditioned upon the beneficiary complying with the terms of the Deed of Trust which includes owner occupancy and the requirement that the property is maintained in good marketable condition.

12. Eligible Hard Costs. Eligible hard costs include demolition, construction, trade work and finish work, lead paint abatement, on-site grading, on- site drainage, on- site utilities, sewer and water hook-ups to City main lines, xeriscape landscaping and limited fencing.

13. Eligible Soft Costs. Eligible Soft Costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, engineering services, temporary relocation of homeowners including utility hook-ups, moving expenses, security deposits and rent.

14. Rehabilitation Construction. Consultant will use licensed contractors to complete the rehabilitation work. Bid, performance and construction bonds are not required of the general Consultants.

15. Schedule of Completion. Unless amended by mutual written agreement by the Consultant and the City, the Consultant will perform the described tasks in conformance with the schedule below.

| Schedule of Completion | |
|---|---|
| Task | Timeline |
| Complete 4 Rehabilitation Projects | 12/31/2008 |
| Complete 9 Rehabilitation Projects | 6/30/2009 |
| Complete 14 Rehabilitation Projects | 12/31/2009 |
| Complete 17 Rehabilitation Projects | 6/30/2010 |

16. Consultant Housing Rehabilitation Policies and Procedures. Consultant shall conduct housing rehabilitation activities in compliance their own policies and procedures approved by the City

17. Consultant Staffing. The Consultant shall assign the following primary and secondary contact for contract transactions.

Primary Contact

Katie Smith
Program Director
(602) 532-2976 ext. 7
ksmith@fsl.org

Secondary Contact

DJ Gibson
Housing Rehabilitation Specialist
(602) 532-2976 ext. 2

18. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
(623) 333-2715
arael@avondale.org

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

[Payment Schedule]

See following pages.

## VIII. PAYMENT SCHEDULES

Hourly Rates:

| | | |
|---|---|---|
| Rehabilitation Services | | $80.00 |
| Other | | $ 0.00 |
| | Total | $80.00 |

## City of Avondale Budget

| | | | | | |
|---|---|---|---|---|---|
| Recipient | F.S.L Home Improvments Inc. | | | Date | |
| Contract No | | Contract Period | July 21, 2008 - June 30, 2010 | Amendment No. | |
| Activity | Substantial Rehabilitation 12 Units | | | Amendment | Yes ☑ No ☐ |
| Recipient Address | 3051 S. 45th Street | | | Zip | 85040 |
| Contact Person | Katie Smith | email | ksmith@fsl.org | Phone | 602-532-2976 x 7 |
| NFS Representative | Andrew Rael | email | arael@avondale.org | Phone | 623-333-2715 |

**Complete white areas. Budget amendments must be approved in advance by the City of Avondale. Two budget amendments allowed.**

| Budget Line Item or Activity Number | Original Budget HOME Funds | Amendment 1 HOME Funds | Amendment 2 HOME Funds | | Total Budget |
|---|---|---|---|---|---|
| Housing Rehabilitation Services | $ 145,138.00 | | | | $145,138.00 |
| Construction | $ 308,560.00 | | | | $308,560.00 |
| Relocation | $ 12,000.00 | | | | $12,000.00 |
| Project Related Soft Costs | $ 6,000.00 | | | | $6,000.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| Totals | $471,698.00 | | $0.00 | $0.00 | $471,698.00 |

| | | | | |
|---|---|---|---|---|
| | | | | |
| Recipient Authorized Signature (for amendment) | Date | Title | | Date |
| | | | | |
| | | For City Use Only | | |
| NFS Representative (for amendment) | Date | | NFS Director (for amendment) | Date |

## City of Avondale Budget

| | | | | | |
|---|---|---|---|---|---|
| Recipient | F.S.L Home Improvments Inc. | | | Date | |
| Contract No | | Contract Period | July 21, 2008 to June 30, 2010 | Amendment No. | |
| Activity | Emergency Repair 5 Units | | | Amendment | Yes ☐ No ☐ |
| Recipient Address | 3051 S. 45th Street | | | Zip | 85040 |
| Contact Person | Katie Smith | email | ksmith@fsl.org | Phone | 602-532-2976 x 7 |
| NFS Representative | Andrew Rael | email | arael@avondale.org | Phone | 623-333-2715 |

**Complete white areas. Budget amendments must be approved in advance by the City of Avondale. Two budget amendments allowed.**

| Budget Line Item or Activity Number | Original Budget HOME Funds | Amendment 1 HOME Funds | Amendment 2 HOME Funds | | Total Budget |
|---|---|---|---|---|---|
| Housing Rehabilitation Services | $ 15,000.00 | | | | $15,000.00 |
| Construction | $ 42,500.00 | | | | $42,500.00 |
| Project Related Soft Costs | $ 2,500.00 | | | | $2,500.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Totals | $60,000.00 | | $0.00 | $0.00 | $60,000.00 |

| | | | | |
|---|---|---|---|---|
| | | | | |
| Recipient Authorized Signature (for amendment) | Date | Title | | Date |
| | | | | |
| | | For City Use Only | | |
| NFS Representative (for amendment) | Date | | NFS Director (for amendment) | Date |

**FIRST ADDENDUM TO SCOPE OF WORK FOR CONTRACTOR AGREEMENT**
**City of Avondale – FSL Home Improvements**
**(Contract for Housing Rehabilitation Services)**

The City of Avondale, an Arizona municipal corporation, and FSL Home Improvements, an Arizona non-profit corporation, hereby agree to the following amendments to the Scope of Work to the Contractor Agreement ("Agreement") for housing rehabilitation services. In the event of a conflict between the terms of this Addendum and the terms of the Scope of Work, the terms of this Addendum shall prevail.

**CHANGES TO SCOPE OF WORK**

1. Exhibit B, Section 3, on page 2 of 6 of the Scope of Work is deleted and replaced with the following:

3. Scope of Work.

The Contractor will provide housing rehabilitation services for the City's Program funded with the following CDBG and HOME funds.

| Funding Sources (Approximates) | | | | |
|---|---|---|---|---|
| Source | Program Income | 2008/2009 | 2009/2010 | Total |
| HOME | $300,000 | $85,849 | $85,849 | $471,691 |
| CDBG | | | $60,000 | $60,000 |
| | | | | $531,698 |

It is expected that approximately 5 emergency repair projects can be completed with CDBG funds and approximately 12 substantial rehabilitations can be completed with HOME funds.

The Program will be operated by the City with the Contractor providing Housing Rehabilitation Services. The City will conduct outreach, marketing, application intake, and applicant pre-qualification, including determining the applicant's income eligibility using HUD section 8 guidelines. After pre-qualification, the applicant will be referred to the Contractor to commence the rehabilitation project. The Contractor will maintain a list of qualified applicants from which the City and the Contractor will develop a schedule for completing construction. The Contractor will perform all services necessary to procure licensed General Contractors and complete each project. Upon completion of each project the Contractor will provide the City with a client file containing all eligibility information obtained from the City and the applicant and verified by the Contractor to the extent required by the Contractor to perform the list of services below. The client file shall also contain the construction documents and cost accounting. The Contractors shall services include, but are not be limited to, the following.

A. Review pre-qualified applicant files for completeness and obtain any additional information as necessary.

B. Obtain title documents related to ownership, property liens and taxes.

C. Create a site specific environmental review for each home to be rehabilitated to assess issues related to the following:

1) Historic preservation.

2) Airport clear zones.

3) Explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals or gases.

D. Inspect homes of qualified applicants to determine level of rehabilitation.

E. Perform all inspections, work and certifications necessary to comply with HUD Lead-Based Paint Guidelines.

F. Write a detailed work write-up of rehabilitation work to be performed.

G. Prepare a line item cost estimate for the rehabilitation work specific to each trade.

H. Obtain approval from the homeowner for the rehabilitation scope of work.

I. Develop construction documents including scope of work, specifications and construction contract.

J. Obtain building permits.

K. Procure general contractors for rehabilitation work.

L. Execute and administer construction contracts with general contractors.

M. Draw-up Deeds of Trusts and Promissory Notes for rehabilitation loans.

N. Obtain execution of loan documents and record them with the Maricopa County Assessors office.

O. Provide services to temporarily relocate homeowners as necessary.

P. Monitor and inspect construction work for adherence to contract documents, city code and conditions of the building permit.

Q. Process contract change orders and construction contract amendments

R. Process partial payments to the General Contractor on a reimbursement basis for work completed ensuring all lien waivers, warranty commitments and homeowner approvals are obtained.

S. Conduct final inspections and ensure adequate completion of each project obtaining all documentation that the terms of the building permit are satisfied.

T. Maintain data and records for semi-annual contractor and sub-contractor activity report required by the City and HUD.

U. Provide bi-monthly progress reports to the City and other reports as required.

V. Submit payment reimbursement requests to the City.

W. Maintain client files for each project and provide completed files to the City.

EXECUTED _____, 2008.

| "**City**" | "**Contractor**" |
|---|---|
| CITY OF AVONDALE, an Arizona municipal corporation | FSL HOME IMPROVEMENTS, an Arizona non-profit corporation |
| _____ | By:_____ |
| Charles P. McClendon, City Manager | |
| ATTEST: | Name:_____ |
| _____ | Its:_____ |
| Carmen Martinez, Acting City Clerk | |

# CITY COUNCIL REPORT

**SUBJECT:**
Construction Contract Award - Wheeler Construction, Inc. for the Van Buren Street Improvements and Site Improvements to the Coldwater Booster Station

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Sue McDermott, City Engineer (623)333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Wheeler Construction, Inc. for roadway improvements to Van Buren Street and site improvements to the Coldwater Booster Station, in the amount of $2,306,060.16 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On October 24, 2005, City Council approved a Professional Services Agreement (PSA) with Landmark Engineering, Inc. to provide design services for roadway improvements on Van Buren Street from El Mirage Road to the Agua Fria River; also included in the services was design of a 16" well transmission line. The initial contract amount was $98,685. On May 15, 2006, City Council approved Amendment No. 1 to the PSA to provide additional design services for a segment of reclaimed waterline, a pedestrian underpass structure, and storm drain improvements, in the amount of $107,805. On November 19, 2007, City Council approved Amendment No. 2 to the PSA to provide additional design services and a stand-alone set of plans for the well transmission line, in the amount of $10,570. This brought the total design contract amount to $217,060. The well transmission line has since been constructed and is very near completion.

**DISCUSSION:**

From the time of project inception in late 2005, there have been many challenges to overcome; additional design and re-design, elimination of the reclaimed waterline, utility coordination, plan coordination with the incoming development at Avondale Commerce Center, and the most challenging, obtaining right-of-way from Parcel 500-15-005J.

While the plans were substantially complete by April 19, 2007, due to the difficulty in obtaining right-of-way acquisition from Parcel 500-02-015J, the plans were not finalized until April 10, 2008. The City Attorney has been able to reach a purchase agreement of Parcel 500-15-005J through pursuing the condemnation process.

**SCOPE OF WORK:**

The scope of work for this project will include:

- Construction of half street improvements on the south side of Van Buren Street from El Mirage to 127th Avenue.

- Construction of full width improvements on Van Buren Street from 127th Avenue to the Bridge (width improvements will provide four (4) thru lanes with a two way left turn lane).
- Pedestrian sidewalk on the south side of the road.
- Streetlights from El Mirage to the Agua Fria River Bridge.
- Guardrail improvements.
- Relocation and restoration of the FCDMC roadways.
- Installation of a lit pedestrian underpass for use by residents on the West Valley Corridor/Multi Modal Trail System.
- Continuity to the Coldwater Springs sidewalk on the western boundary of the subdivision.
- Ultimate outfall provisions for incoming development directly east of the Coldwater Booster Station.
- An on-site retention basin at the Coldwater Booster Station.
- A 10' tall Concrete Masonry Unit (CMU) perimeter wall.

**BID PROCESS:**

Request for Bid notices were published in the West Valley View on April 29, 2008 and May 2, 2008 and in the Arizona Business Gazette on May 1, 2008. Six (6) bids were received and opened on May 29, 2008. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

| BIDDER | BID AMOUNT | M/DBE |
|---|---|---|
| Wheeler Construction, Inc. | $2,306,060.16 | No |
| Standard Construction Company, Inc | $2,384,949.17 | No |
| Hunter Contracting Company | $2,500,553.05 | No |
| Archer-Western Contractors, LTD | $2,675,820.62 | No |
| Achen-Gardner Engineering, LLC | $2,759,346.34 | No |
| J. Banicki Construction, Inc. | $2,786,493.50 | No |
| Blucor Contracting, Inc | $2,935,248.64 | No |

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

Wheeler Construction, Inc. with a bid of $2,306,060.16 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Wheeler Construction, Inc. to be competent and qualified for this project. Wheeler Construction, Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

**SCHEDULE:**

The following is a tentative construction schedule:

| PROJECT MILESTONES | TARGET DATES |
|---|---|
| Issue Notice of Award | 7/24/08 |
| Pre-Construction Conference | 7/30/08 |
| Notice-to-Proceed | 8/4/08 |
| Begin Construction | 8/11/08 |
| Project Completion | 2/07/09 |

**BUDGETARY IMPACT:**

Funding for the roadway and pedestrian improvements is available in the Streets and Parks CIP

budget. Funding for the Coldwater Booster Station improvements requires the following transfers of operating funds into a new Water CIP Line Item: $202,150.70 from 501-9122-00-7990 (Other Supplies) and $250,000.00 from 501-9110-00-9900 (Contingency) for a total of $452,150.70.

| FUND | LINE ITEM | AMOUNT |
|---|---|---|
| Streets | 304-1089-00-8420 | $ 1,256,653.39 |
| Parks | 310-1029-00-8210 | $ 597,256.07 |
| Water | 514-1076-00-8520 | $ 452,150.70 |
| TOTAL | | $2,306,060.16 |

**RECOMENDATION:**

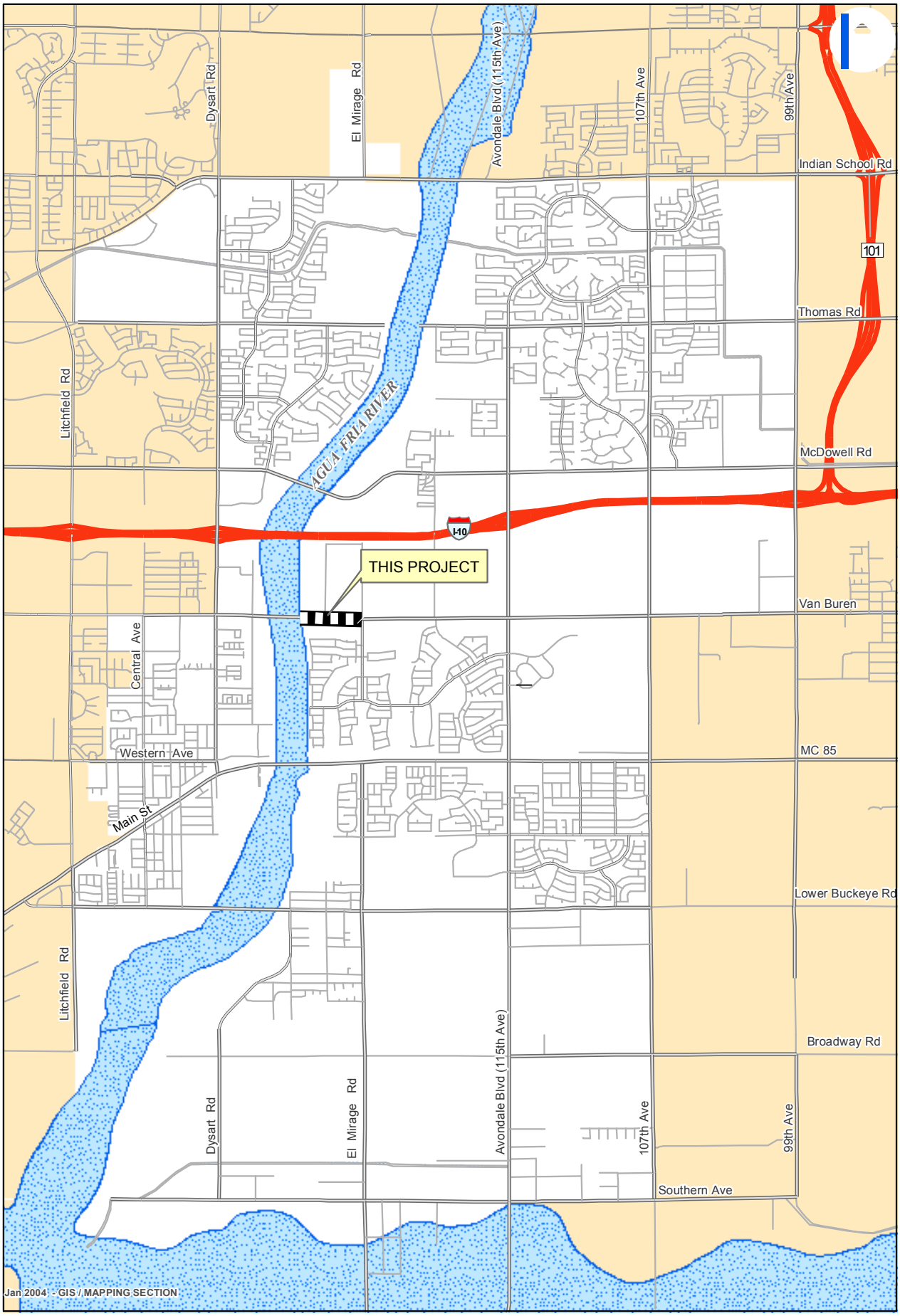
Staff recommends that the City Council award a construction contract to Wheeler Construction, Inc. for roadway improvements to Van Buren Street and site improvements to the Coldwater Booster Station in the amount of $2,306,060.16 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Click to download**

- Vicinity Map
- ST 1089 Bid Tabulation Sheet

# VICINITY MAP




## CITY OF AVONDALE

### Van Buren St Improvements

**BID TABULATION**
**ST1089/WR008-04 - Van Buren Street and CWBS Site Improvement Project**
**BID DATE: May 29, 2008**

| | | | | Blucor Contracting | | Wheeler Construction | | Banicki Construction | | Achen Gardner Engineering | | Hunter Contracting Co. | | Standard Construction | | Archer Western Contracting | | Engineer's Estimate | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total |
| Item No. | Description of Materials and/or services | Qty | Unit | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price |
| **ST1089 Van Buren Street Improvements (V3 Companies)** | | | | | | | | | | | | | | | | | | | |
| 1 | Community Relations Support | 1 | ALLOW | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| 101 | Mobilization/Demobilization | 1 | LS | $ 1,247.37 | $ 1,247.37 | $ 34,000.00 | $ 34,000.00 | $ 230,000.00 | $ 230,000.00 | $ 68,750.00 | $ 68,750.00 | $ 120,000.00 | $ 120,000.00 | $ 4,500.00 | $ 4,500.00 | $ 182,000.00 | $ 182,000.00 | $ 40,000.00 | $ 40,000.00 |
| 102 | Traffic Control | 1 | LS | $ 58,182.18 | $ 58,182.18 | $ 80,000.00 | $ 80,000.00 | $ 70,000.00 | $ 70,000.00 | $ 90,000.00 | $ 90,000.00 | $ 29,000.00 | $ 29,000.00 | $ 40,000.00 | $ 40,000.00 | $ 17,000.00 | $ 17,000.00 | $ 150,000.00 | $ 150,000.00 |
| 103 | Additional Security (Allowance) | 1 | ALLOW | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 90,000.00 | $ 90,000.00 |
| 104 | Survey, Staking & As-built Documents | 1 | LS | $ 7,026.89 | $ 7,026.89 | $ 32,000.00 | $ 32,000.00 | $ 25,000.00 | $ 25,000.00 | $ 35,000.00 | $ 35,000.00 | $ 17,000.00 | $ 17,000.00 | $ 19,000.00 | $ 19,000.00 | $ 9,000.00 | $ 9,000.00 | $ 65,000.00 | $ 65,000.00 |
| 105 | Storm Water Pollution Prevention plan – SWPPP | 1 | LS | $ 4,820.40 | $ 4,820.40 | $ 18,000.00 | $ 18,000.00 | $ 5,700.00 | $ 5,700.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 5,500.00 | $ 5,500.00 | $ 3,500.00 | $ 3,500.00 | $ 18,000.00 | $ 18,000.00 |
| 106 | Allowance for Extra Work | 1 | ALLOW | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 | $ 250,000.00 |
| 201 | (Saw cut) Remove Existing Asphaltic Concrete | 6,169 | SY | $ 6.93 | $ 42,751.17 | $ 3.50 | $ 21,591.50 | $ 3.00 | $ 18,507.00 | $ 2.00 | $ 12,338.00 | $ 3.90 | $ 24,059.10 | $ 3.00 | $ 18,507.00 | $ 6.00 | $ 37,014.00 | $ 4.50 | $ 27,760.50 |
| 204 | Remove Concrete Sidewalk | 256 | SF | $ 4.72 | $ 1,208.32 | $ 1.75 | $ 448.00 | $ 3.00 | $ 768.00 | $ 2.00 | $ 512.00 | $ 1.20 | $ 307.20 | $ 2.50 | $ 640.00 | $ 2.00 | $ 512.00 | $ 5.00 | $ 1,280.00 |
| 205 | Remove and Dispose Guardrail & Terminals | 1,101 | LF | $ 10.17 | $ 11,197.17 | $ 5.00 | $ 5,505.00 | $ 3.25 | $ 3,578.25 | $ 3.50 | $ 3,853.50 | $ 2.80 | $ 3,082.80 | $ 4.00 | $ 4,404.00 | $ 1.80 | $ 1,981.80 | $ 18.00 | $ 19,818.00 |
| 206 | Remove Irrigation Manhole, Backfill & Compact | 1 | EA | $ 1,425.55 | $ 1,425.55 | $ 1,300.00 | $ 1,300.00 | $ 700.00 | $ 700.00 | $ 800.00 | $ 800.00 | $ 638.00 | $ 638.00 | $ 1,200.00 | $ 1,200.00 | $ 250.00 | $ 250.00 | $ 1,500.00 | $ 1,500.00 |
| 207 | Remove Irrigation Pipe, Backfill & Compact | 492 | LF | $ 16.42 | $ 8,078.64 | $ 11.50 | $ 5,658.00 | $ 65.00 | $ 31,980.00 | $ 28.00 | $ 13,776.00 | $ 16.10 | $ 7,921.20 | $ 20.00 | $ 9,840.00 | $ 24.00 | $ 11,808.00 | $ 23.00 | $ 11,316.00 |
| 208 | Remove Catch Basin, Pipe and Headwall Unit, Backfill & Compact | 1 | EA | $ 1,086.02 | $ 1,086.02 | $ 1,000.00 | $ 1,000.00 | $ 2,700.00 | $ 2,700.00 | $ 1,400.00 | $ 1,400.00 | $ 347.00 | $ 347.00 | $ 900.00 | $ 900.00 | $ 550.00 | $ 550.00 | $ 1,000.00 | $ 1,000.00 |
| 209 | Remove Sign Post and Panel | 4 | EA | $ 359.46 | $ 1,437.84 | $ 105.00 | $ 420.00 | $ 150.00 | $ 600.00 | $ 175.00 | $ 700.00 | $ 125.00 | $ 500.00 | $ 200.00 | $ 800.00 | $ 100.00 | $ 400.00 | $ 275.00 | $ 1,100.00 |
| 210 | Remove Concrete Lined Irrigation Ditch | 416 | LF | $ 2.24 | $ 931.84 | $ 4.50 | $ 1,872.00 | $ 6.00 | $ 2,496.00 | $ 14.00 | $ 5,824.00 | $ 6.60 | $ 2,745.60 | $ 5.00 | $ 2,080.00 | $ 7.00 | $ 2,912.00 | $ 20.00 | $ 8,320.00 |
| 211 | Remove and Salvage Fire Hydrant | 1 | EA | $ 1,437.83 | $ 1,437.83 | $ 400.00 | $ 400.00 | $ 900.00 | $ 900.00 | $ 1,800.00 | $ 1,800.00 | $ 983.00 | $ 983.00 | $ 950.00 | $ 950.00 | $ 400.00 | $ 400.00 | $ 1,750.00 | $ 1,750.00 |
| 212 | Remove, Relocate, Replace Fence | 163 | LF | $ 56.22 | $ 9,163.86 | $ 10.00 | $ 1,630.00 | $ 16.00 | $ 2,608.00 | $ 11.50 | $ 1,874.50 | $ 3.60 | $ 586.80 | $ 35.00 | $ 5,705.00 | $ 10.00 | $ 1,630.00 | $ 27.00 | $ 4,401.00 |
| 213 | Remove, Relocate, Replace Gate | 2 | EA | $ 2,810.23 | $ 5,620.46 | $ 1,200.00 | $ 2,400.00 | $ 700.00 | $ 1,400.00 | $ 300.00 | $ 600.00 | $ 302.00 | $ 604.00 | $ 500.00 | $ 1,000.00 | $ 2,000.00 | $ 4,000.00 | $ 850.00 | $ 1,700.00 |
| 214 | Remove Concrete Spillway | 175 | SF | $ 5.18 | $ 906.50 | $ 3.00 | $ 525.00 | $ 3.00 | $ 525.00 | $ 3.00 | $ 525.00 | $ 1.80 | $ 315.00 | $ 3.00 | $ 525.00 | $ 5.00 | $ 875.00 | $ 3.50 | $ 612.50 |
| 215 | Remove 8" DIP Well Bypass | 29 | LF | $ 27.32 | $ 792.28 | $ 12.00 | $ 348.00 | $ 18.00 | $ 522.00 | $ 18.00 | $ 522.00 | $ 31.00 | $ 899.00 | $ 120.00 | $ 3,480.00 | $ 50.00 | $ 1,450.00 | $ 20.00 | $ 580.00 |
| 216 | Cut and Plug Sewer Force Main (Allowance) | 1 | ALLOW | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 1,200.00 | $ 880.00 | $ 880.00 |
| 217 | Remove FCDMC Access Roadway | 1,415 | SY | $ 1.12 | $ 1,584.80 | $ 1.50 | $ 2,122.50 | $ 4.00 | $ 5,660.00 | $ 2.00 | $ 2,830.00 | $ 1.11 | $ 1,570.65 | $ 4.00 | $ 5,660.00 | $ 1.00 | $ 1,415.00 | $ 4.00 | $ 5,660.00 |
| 218 | Remove Concrete Headwall | 1 | SF | $ 1,564.49 | $ 1,564.49 | $ 750.00 | $ 750.00 | $ 1,200.00 | $ 1,200.00 | $ 1,000.00 | $ 1,000.00 | $ 596.00 | $ 596.00 | $ 600.00 | $ 600.00 | $ 350.00 | $ 350.00 | $ 900.00 | $ 900.00 |
| 301 | Sub-grade Preparation | 13,035 | SY | $ 3.16 | $ 41,190.60 | $ 3.50 | $ 45,622.50 | $ 5.00 | $ 65,175.00 | $ 6.00 | $ 78,210.00 | $ 6.10 | $ 79,513.50 | $ 3.75 | $ 48,881.25 | $ 16.00 | $ 208,560.00 | $ 10.00 | $ 130,350.00 |
| 302 | Aggregate Base Course (6") | 83 | TON | $ 35.14 | $ 2,916.62 | $ 12.50 | $ 1,037.50 | $ 22.00 | $ 1,826.00 | $ 31.00 | $ 2,573.00 | $ 25.00 | $ 2,075.00 | $ 35.00 | $ 2,905.00 | $ 28.50 | $ 2,365.50 | $ 25.00 | $ 2,075.00 |
| 303 | Aggregate Base Course (12") | 7,360 | TON | $ 16.93 | $ 124,604.80 | $ 12.50 | $ 92,000.00 | $ 13.00 | $ 95,680.00 | $ 15.00 | $ 110,400.00 | $ 17.00 | $ 125,120.00 | $ 18.00 | $ 132,480.00 | $ 31.00 | $ 228,160.00 | $ 25.00 | $ 184,000.00 |
| 304 | Compacted A.B.C. Access Road | 495 | TON | $ 16.40 | $ 8,118.00 | $ 12.50 | $ 6,187.50 | $ 17.00 | $ 8,415.00 | $ 24.00 | $ 11,880.00 | $ 19.00 | $ 9,405.00 | $ 40.00 | $ 19,800.00 | $ 11.00 | $ 5,445.00 | $ 35.00 | $ 17,325.00 |
| 305 | Asphalt Concrete Pavement (2") 12.5 mm | 1,298 | TON | $ 79.67 | $ 103,411.66 | $ 70.00 | $ 90,860.00 | $ 71.00 | $ 92,158.00 | $ 70.00 | $ 90,860.00 | $ 71.00 | $ 92,158.00 | $ 68.00 | $ 88,264.00 | $ 65.00 | $ 84,370.00 | $ 45.00 | $ 58,410.00 |
| 306 | Asphalt Concrete Pavement (3") 19.0 mm | 1,947 | TON | $ 79.67 | $ 155,117.49 | $ 68.00 | $ 132,396.00 | $ 73.00 | $ 142,131.00 | $ 65.00 | $ 126,555.00 | $ 69.00 | $ 134,343.00 | $ 68.00 | $ 132,396.00 | $ 66.00 | $ 128,502.00 | $ 41.00 | $ 79,827.00 |
| 307 | Emulsified Asphalt Tack Coat | 5 | TON | $ 604.20 | $ 3,021.00 | $ 400.00 | $ 2,000.00 | $ 600.00 | $ 3,000.00 | $ 900.00 | $ 4,500.00 | $ 604.00 | $ 3,020.00 | $ 450.00 | $ 2,250.00 | $ 250.00 | $ 1,250.00 | $ 800.00 | $ 4,000.00 |
| 308 | Concrete Sidewalk | 22,776 | SF | $ 4.54 | $ 103,403.04 | $ 2.00 | $ 45,552.00 | $ 3.00 | $ 68,328.00 | $ 4.00 | $ 91,104.00 | $ 3.50 | $ 79,716.00 | $ 4.00 | $ 91,104.00 | $ 2.20 | $ 50,107.20 | $ 3.00 | $ 68,328.00 |
| 309 | 9" Thick, Class "A" Concrete Sidewalk | 457 | SF | $ 19.49 | $ 8,906.93 | $ 5.50 | $ 2,513.50 | $ 8.00 | $ 3,656.00 | $ 7.50 | $ 3,427.50 | $ 5.30 | $ 2,422.10 | $ 6.75 | $ 3,084.75 | $ 4.20 | $ 1,919.40 | $ 6.00 | $ 2,742.00 |
| 310 | Concrete Sidewalk Ramp, Valley Gutter & Apron | 1418 | SF | $ 10.20 | $ 14,463.60 | $ 15.00 | $ 21,270.00 | $ 8.00 | $ 11,344.00 | $ 11.00 | $ 15,598.00 | $ 6.00 | $ 8,508.00 | $ 7.00 | $ 9,926.00 | $ 3.00 | $ 4,254.00 | $ 10.00 | $ 14,180.00 |
| 311 | Concrete Driveway Entrance | 170 | SF | $ 51.61 | $ 8,773.70 | $ 4.50 | $ 765.00 | $ 8.00 | $ 1,360.00 | $ 11.00 | $ 1,870.00 | $ 6.00 | $ 1,020.00 | $ 5.00 | $ 850.00 | $ 5.00 | $ 850.00 | $ 8.00 | $ 1,360.00 |
| 312 | Concrete Vertical Curb & Gutter | 2,477 | LF | $ 13.10 | $ 32,448.70 | $ 10.00 | $ 24,770.00 | $ 9.00 | $ 22,293.00 | $ 16.00 | $ 39,632.00 | $ 11.30 | $ 27,990.10 | $ 18.00 | $ 44,586.00 | $ 18.00 | $ 44,586.00 | $ 17.00 | $ 42,109.00 |
| 313 | Concrete Mountable Curb & Curb Transition | 63 | LF | $ 26.76 | $ 1,685.88 | $ 12.00 | $ 756.00 | $ 19.00 | $ 1,197.00 | $ 35.00 | $ 2,205.00 | $ 17.60 | $ 1,108.80 | $ 22.00 | $ 1,386.00 | $ 18.00 | $ 1,134.00 | $ 26.00 | $ 1,638.00 |
| 314 | Concrete Single Curb | 15 | LF | $ 40.48 | $ 607.20 | $ 10.00 | $ 150.00 | $ 30.00 | $ 450.00 | $ 45.00 | $ 675.00 | $ 24.00 | $ 360.00 | $ 15.00 | $ 225.00 | $ 18.00 | $ 270.00 | $ 18.00 | $ 270.00 |
| 315 | Concrete Scupper and Spillway | 1,315 | SF | $ 8.84 | $ 11,624.60 | $ 10.00 | $ 13,150.00 | $ 12.00 | $ 15,780.00 | $ 21.00 | $ 27,615.00 | $ 7.50 | $ 9,862.50 | $ 8.00 | $ 10,520.00 | $ 5.00 | $ 6,575.00 | $ 7.50 | $ 9,862.50 |
| 316 | Adjust Manhole Frame and Cover (COA) | 2 | EA | $ 597.17 | $ 1,194.34 | $ 450.00 | $ 900.00 | $ 380.00 | $ 760.00 | $ 300.00 | $ 600.00 | $ 362.00 | $ 724.00 | $ 350.00 | $ 700.00 | $ 300.00 | $ 600.00 | $ 425.00 | $ 850.00 |
| 317 | Adjust Water Valve (COA) | 7 | EA | $ 505.83 | $ 3,540.81 | $ 400.00 | $ 2,800.00 | $ 380.00 | $ 2,660.00 | $ 250.00 | $ 1,750.00 | $ 302.00 | $ 2,114.00 | $ 300.00 | $ 2,100.00 | $ 250.00 | $ 1,750.00 | $ 350.00 | $ 2,450.00 |
| 318 | Adjust Frame, Cover, Valve on Non-City Utility | 2 | EA | $ 597.17 | $ 1,194.34 | $ 400.00 | $ 800.00 | $ 270.00 | $ 540.00 | $ 250.00 | $ 500.00 | $ 302.00 | $ 604.00 | $ 300.00 | $ 600.00 | $ 280.00 | $ 560.00 | $ 1,500.00 | $ 3,000.00 |
| 319 | Survey Monument | 1 | EA | $ 414.51 | $ 414.51 | $ 325.00 | $ 325.00 | $ 100.00 | $ 100.00 | $ 300.00 | $ 300.00 | $ 121.00 | $ 121.00 | $ 110.00 | $ 110.00 | $ 75.00 | $ 75.00 | $ 1,500.00 | $ 1,500.00 |
| 320 | Handrail | 109 | LF | $ 56.13 | $ 6,118.17 | $ 45.00 | $ 4,905.00 | $ 42.00 | $ 4,578.00 | $ 60.00 | $ 6,540.00 | $ 48.00 | $ 5,232.00 | $ 47.00 | $ 5,123.00 | $ 55.00 | $ 5,995.00 | $ 110.00 | $ 11,990.00 |
| 321 | Guardrail | 50 | LF | $ 55.07 | $ 2,753.50 | $ 45.00 | $ 2,250.00 | $ 38.00 | $ 1,900.00 | $ 41.00 | $ 2,050.00 | $ 49.00 | $ 2,450.00 | $ 42.00 | $ 2,100.00 | $ 50.00 | $ 2,500.00 | $ 55.00 | $ 2,750.00 |
| 322 | Thrie Beam Transition to Concrete Barrier | 2 | EA | $ 4,312.86 | $ 8,625.72 | $ 3,300.00 | $ 6,600.00 | $ 3,000.00 | $ 6,000.00 | $ 3,250.00 | $ 6,500.00 | $ 3,542.00 | $ 7,084.00 | $ 3,300.00 | $ 6,600.00 | $ 450.00 | $ 900.00 | $ 2,100.00 | $ 4,200.00 |
| 323 | Guardrail End Treatment | 1 | EA | $ 4,851.97 | $ 4,851.97 | $ 3,500.00 | $ 3,500.00 | $ 3,400.00 | $ 3,400.00 | $ 5,550.00 | $ 5,550.00 | $ 4,124.00 | $ 4,124.00 | $ 3,700.00 | $ 3,700.00 | $ 3,700.00 | $ 3,700.00 | $ 2,900.00 | $ 2,900.00 |
| 324 | Guardrail Departure End Treatment | 1 | EA | $ 577.62 | $ 577.62 | $ 1,200.00 | $ 1,200.00 | $ 1,100.00 | $ 1,100.00 | $ 1,150.00 | $ 1,150.00 | $ 1,496.00 | $ 1,496.00 | $ 1,100.00 | $ 1,100.00 | $ 350.00 | $ 350.00 | $ 2,900.00 | $ 2,900.00 |
| 325 | Retention Basin | 1,534 | CY | $ 6.89 | $ 10,569.26 | $ 3.00 | $ 4,602.00 | $ 12.00 | $ 18,408.00 | $ 12.00 | $ 18,408.00 | $ 9.70 | $ 14,879.80 | $ 22.00 | $ 33,748.00 | $ 11.00 | $ 16,874.00 | $ 6.00 | $ 9,204.00 |
| 326 | Riprap | 29 | CY | $ 32.63 | $ 946.27 | $ 85.00 | $ 2,465.00 | $ 98.00 | $ 2,842.00 | $ 88.00 | $ 2,552.00 | $ 94.00 | $ 2,726.00 | $ 69.00 | $ 2,001.00 | $ 55.00 | $ 1,595.00 | $ 10.00 | $ 290.00 |
| 327 | Landscape Irrigation Sleeve | 48 | LF | $ 21.08 | $ 1,011.84 | $ 7.00 | $ 336.00 | $ 23.00 | $ 1,104.00 | $ 30.00 | $ 1,440.00 | $ 9.70 | $ 465.60 | $ 6.00 | $ 288.00 | $ 35.00 | $ 1,680.00 | $ 4.00 | $ 192.00 |
| 328 | Hydroseeding & C125 Erosion Control Blanket | 14,697 | SF | $ 0.52 | $ 7,642.44 | $ 0.45 | $ 6,613.65 | $ 0.50 | $ 7,348.50 | $ 0.50 | $ 7,348.50 | $ 0.45 | $ 6,613.65 | $ 0.45 | $ 6,613.65 | $ 0.40 | $ 5,878.80 | $ 3.00 | $ 44,091.00 |
| 501 | 24" RGRCP Storm Drain | 565 | LF | $ 57.72 | $ 32,611.80 | $ 70.00 | $ 39,550.00 | $ 151.00 | $ 85,315.00 | $ 90.00 | $ 50,850.00 | $ 70.00 | $ 39,550.00 | $ 60.00 | $ 33,900.00 | $ 70.00 | $ 39,550.00 | $ 75.00 | $ 42,375.00 |
| 502 | Relocate Existing Well Bypass Pipe Support | 1 | EA | $ 1,614.19 | $ 1,614.19 | $ 550.00 | $ 550.00 | $ 1,100.00 | $ 1,100.00 | $ 600.00 | $ 600.00 | $ 519.00 | $ 519.00 | $ 1,900.00 | $ 1,900.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 |
| 503 | 8" DIP Class 350 Well Bypass | 20 | LF | $ 227.40 | $ 4,548.00 | $ 70.00 | $ 1,400.00 | $ 162.00 | $ 3,240.00 | $ 80.00 | $ 1,600.00 | $ 91.00 | $ 1,820.00 | $ 75.00 | $ 1,500.00 | $ 125.00 | $ 2,500.00 | $ 90.00 | $ 1,800.00 |
| 504 | Concrete Block Junction Box | 2 | EA | $ 5,534.04 | $ 11,068.08 | $ 2,500.00 | $ 5,000.00 | $ 4,100.00 | $ 8,200.00 | $ 3,000.00 | $ 6,000.00 | $ 2,188.00 | $ 4,376.00 | $ 6,500.00 | $ 13,000.00 | $ 7,000.00 | $ 14,000.00 | $ 3,500.00 | $ 7,000.00 |
| 505 | Type "F" Catch Basin MAG Dtl. 535 | 1 | EA | $ 5,714.49 | $ 5,714.49 | $ 3,200.00 | $ 3,200.00 | $ 2,500.00 | $ 2,500.00 | $ 4,400.00 | $ 4,400.00 | $ 2,604.00 | $ 2,604.00 | $ 4,000.00 | $ 4,000.00 | $ 1,800.00 | $ 1,800.00 | $ 2,400.00 | $ 2,400.00 |
| 506 | Pressure Manhole | 3 | EA | $ 4,215.33 | $ 12,645.99 | $ 3,500.00 | $ 10,500.00 | $ 5,000.00 | $ 15,000.00 | $ 6,200.00 | $ 18,600.00 | $ 2,363.00 | $ 7,089.00 | $ 3,900.00 | $ 11,700.00 | $ 2,200.00 | $ 6,600.00 | $ 5,800.00 | $ 17,400.00 |
| 507 | Drywell | 1 | EA | $ 20,908.05 | $ 20,908.05 | $ 16,000.00 | $ 16,000.00 | $ 18,000.00 | $ 18,000.00 | $ 17,000.00 | $ 17,000.00 | $ 30,000.00 | $ 30,000.00 | $ 17,000.00 | $ 17,000.00 | $ 15,000.00 | $ 15,000.00 | $ 20,000.00 | $ 20,000.00 |
| 508 | Concrete Encasement | 24 | LF | $ 55.57 | $ 1,333.68 | $ 90.00 | $ 2,160.00 | $ 129.00 | $ 3,096.00 | $ 135.00 | $ 3,240.00 | $ 142.00 | $ 3,408.00 | $ 110.00 | $ 2,640.00 | $ 28.00 | $ 672.00 | $ 24.00 | $ 576.00 |
| 601 | Pedestrian Crossing Structure | 1 | LS | $ 305,565.68 | $ 305,565.68 | $ 250,000.00 | $ 250,000.00 | $ 280,000.00 | $ 280,000.00 | $ 330,000.00 | $ 330,000.00 | $ 220,000.00 | $ 220,000.00 | $ 240,000.00 | $ 240,000.00 | $ 215,000.00 | $ 215,000.00 | $ 272,000.00 | $ 272,000.00 |
| 602 | Concrete Wing Wall | 4 | LS | $ 16,631.15 | $ 66,524.60 | $ 12,000.00 | $ 48,000.00 | $ 18,000.00 | $ 72,000.00 | $ 17,500.00 | $ 70,000.00 | $ 16,442.00 | $ 65,768.00 | $ 12,500.00 | $ 50,000.00 | $ 9,000.00 | $ 36,000.00 | $ 15,000.00 | $ 60,000.00 |
| 603 | Geotechnical Professional Engineer | 1 | LS | $ 28,629.13 | $ 28,629.13 | $ 55,000.00 | $ 55,000.00 | $ 45,000.00 | $ 45,000.00 | $ 15,000.00 | $ 15,000.00 | $ 18,728.00 | $ 18,728.00 | $ 6,500.00 | $ 6,500.00 | $ 32,000.00 | $ 32,000.00 | $ 15,780.00 | $ 15,780.00 |
| 604 | Pedestrian Crossing Structure Excavation | 1 | LS | $ 6,762.41 | $ 6,762.41 | $ 52,000.00 | $ 52,000.00 | $ 50,000.00 | $ 50,000.00 | $ 125,000.00 | $ 125,000.00 | $ 61,873.00 | $ 61,873.00 | $ 38,000.00 | $ 38,000.00 | $ 55,000.00 | $ 55,000.00 | $ 28,000.00 | $ 28,000.00 |
| 605 | Backfill, Compaction, and Construction of Roadway Embankment | 1 | LS | $ 59,027.86 | $ 59,027.86 | $ 30,000.00 | $ 30,000.00 | $ 85,000.00 | $ 85,000.00 | $ 30,000.00 | $ 30,000.00 | $ 35,053.00 | $ 35,053.00 | $ 29,000.00 | $ 29,000.00 | $ 25,000.00 | $ 25,000.00 | $ 16,760.00 | $ 16,760.00 |
| 606 | Over Excavation and Pumping (Allowance) | 1 | ALLOW | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| 607 | Trench Drain | 14 | LF | $ 151.81 | $ 2,125.34 | $ 175.00 | $ 2,450.00 | $ 300.00 | $ 4,200.00 | $ 400.00 | $ 5,600.00 | $ 212.00 | $ 2,968.00 | $ 225.00 | $ 3,150.00 | $ 85.00 | $ 1,190.00 | $ 425.00 | $ 5,950.00 |
| 608 | 100W HPS Ceiling Mounted Light Fixture | 5 | EA | $ 1,790.67 | $ 8,953.35 | $ 700.00 | $ 3,500.00 | $ 1,240.00 | $ 6,200.00 | $ 2,200.00 | $ 11,000.00 | $ 1,649.00 | $ 8,245.00 | $ 1,500.00 | $ 7,500.00 | $ 2,300.00 | $ 11,500.00 | $ 800.00 | $ 4,000.00 |
| 609 | Electrical Conduit and Conductors | 1,480 | LF | $ 6.94 | $ 10,271.20 | $ 6.00 | $ 8,880.00 | $ 5.00 | $ 7,400.00 | $ 2.80 | $ 4,144.00 | $ 6.30 | $ 9,324.00 | $ 2.50 | $ 3,700.00 | $ 5.00 | $ 7,400.00 | $ 5.00 | $ 7,400.00 |
| 610 | Electric Service Pedestal | 1 | EA | $ 8,042.86 | $ 8,042.86 | $ 4,500.00 | $ 4,500.00 | $ 5,600.00 | $ 5,600.00 | $ 5,000.00 | $ 5,000.00 | $ 7,520.00 | $ 7,520.00 | $ 7,300.00 | $ 7,300.00 | $ 5,500.00 | $ 5,500.00 | $ 4,500.00 | $ 4,500.00 |
| 611 | Type "G" Catch Basin MAG Dtl. 537 | 1 | EA | $ 6,627.02 | $ 6,627.02 | $ 3,200.00 | $ 3,200.00 | $ 3,800.00 | $ 3,800.00 | $ 4,200.00 | $ 4,200.00 | $ 2,780.00 | $ 2,780.00 | $ 4,200.00 | $ 4,200.00 | $ 5,000.00 | $ 5,000.00 | $ 3,000.00 | $ 3,000.00 |

| | | | | Blucor Contracting | | Wheeler Construction | | Banicki Construction | | Achen Gardner Engineering | | Hunter Contracting Co. | | Standard Construction | | Archer Western Contracting | | Engineer's Estimate | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total |
| Item No. | Description of Materials and/or services | Qty | Unit | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price | Price |
| 701 | 4" Wide 90 mil Thermoplastic Pavement Marking | 8,818 | LF | $ 0.69 | $ 6,084.42 | $ 1.40 | $ 12,345.20 | $ 0.60 | $ 5,290.80 | $ 1.30 | $ 11,463.40 | $ 0.59 | $ 5,202.62 | $ 0.90 | $ 7,936.20 | $ 0.50 | $ 4,409.00 | $ 1.20 | $ 10,581.60 |
| 702 | 4" Wide Pavement Marking - Paint | 8,203 | LF | $ 0.52 | $ 4,265.56 | $ 0.50 | $ 4,101.50 | $ 0.40 | $ 3,281.20 | $ 0.50 | $ 4,101.50 | $ 0.45 | $ 3,691.35 | $ 0.60 | $ 4,921.80 | $ 0.40 | $ 3,281.20 | $ 1.00 | $ 8,203.00 |
| 703 | 90 mil Thermoplastic Misc. Pavement Marking | 4 | EA | $ 231.85 | $ 927.40 | $ 250.00 | $ 1,000.00 | $ 175.00 | $ 700.00 | $ 225.00 | $ 900.00 | $ 199.00 | $ 796.00 | $ 160.00 | $ 640.00 | $ 170.00 | $ 680.00 | $ 200.00 | $ 800.00 |
| 704 | Sign Post and Panel | 7 | EA | $ 140.50 | $ 983.50 | $ 415.00 | $ 2,905.00 | $ 100.00 | $ 700.00 | $ 225.00 | $ 1,575.00 | $ 362.00 | $ 2,534.00 | $ 350.00 | $ 2,450.00 | $ 410.00 | $ 2,870.00 | $ 350.00 | $ 2,450.00 |
| 801 | Install 4" Conduit with Mule Tape Per SRP Plans | 130 | LF | $ 4.25 | $ 552.50 | $ 5.00 | $ 650.00 | $ 4.50 | $ 585.00 | $ 3.00 | $ 390.00 | $ 12.00 | $ 1,560.00 | $ 4.50 | $ 585.00 | $ 2.00 | $ 260.00 | $ 12.00 | $ 1,560.00 |
| 802 | Install 3" Conduit with Mule Tape Per SRP Plans | 1,515 | LF | $ 3.19 | $ 4,832.85 | $ 8.00 | $ 12,120.00 | $ 4.25 | $ 6,438.75 | $ 2.50 | $ 3,787.50 | $ 3.30 | $ 4,999.50 | $ 3.50 | $ 5,302.50 | $ 1.80 | $ 2,727.00 | $ 8.00 | $ 12,120.00 |
| 803 | Install 2.5" Conduit with Mule Tape Per SRP Plans | 2,875 | LF | $ 3.33 | $ 9,573.75 | $ 8.00 | $ 23,000.00 | $ 4.25 | $ 12,218.75 | $ 2.25 | $ 6,468.75 | $ 3.00 | $ 8,625.00 | $ 3.50 | $ 10,062.50 | $ 1.50 | $ 4,312.50 | $ 6.50 | $ 18,687.50 |
| 804 | Excavate, Backfill, & Compact UTP Type Trench Per SRP Standards | 2,675 | LF | $ 26.52 | $ 70,941.00 | $ 6.00 | $ 16,050.00 | $ 8.00 | $ 21,400.00 | $ 9.00 | $ 24,075.00 | $ 21.44 | $ 57,352.00 | $ 11.00 | $ 29,425.00 | $ 2.40 | $ 6,420.00 | $ 8.50 | $ 22,737.50 |
| 805 | Excavate, Backfill, & Compact UTS Type Trench Per SRP Standards | 75 | LF | $ 31.42 | $ 2,356.50 | $ 11.00 | $ 825.00 | $ 7.10 | $ 532.50 | $ 18.00 | $ 1,350.00 | $ 40.00 | $ 3,000.00 | $ 4.75 | $ 356.25 | $ 5.00 | $ 375.00 | $ 6.50 | $ 487.50 |
| 806 | Install Junction Box Per COA Std. Det. A1090 | 15 | EA | $ 540.24 | $ 8,103.60 | $ 1,600.00 | $ 24,000.00 | $ 200.00 | $ 3,000.00 | $ 200.00 | $ 3,000.00 | $ 504.00 | $ 7,560.00 | $ 175.00 | $ 2,625.00 | $ 360.00 | $ 5,400.00 | $ 250.00 | $ 3,750.00 |
| 807 | Install Streetlight & Foundation Complete | 15 | EA | $ 4,704.31 | $ 70,564.65 | $ 4,100.00 | $ 61,500.00 | $ 3,300.00 | $ 49,500.00 | $ 3,100.00 | $ 46,500.00 | $ 3,820.00 | $ 57,300.00 | $ 4,700.00 | $ 70,500.00 | $ 3,000.00 | $ 45,000.00 | $ 1,800.00 | $ 27,000.00 |
| 808 | Install No. 7 Junction Box Per City of Avondale Standards and Specifications | 4 | EA | $ 1,009.15 | $ 4,036.60 | $ 700.00 | $ 2,800.00 | $ 420.00 | $ 1,680.00 | $ 600.00 | $ 2,400.00 | $ 1,082.00 | $ 4,328.00 | $ 200.00 | $ 800.00 | $ 550.00 | $ 2,200.00 | $ 275.00 | $ 1,100.00 |
| 809 | Install 4" Conduit, Schedule 80, with Mule Tape Per COA Standards & Specifications | 1,160 | LF | $ 23.45 | $ 27,202.00 | $ 12.00 | $ 13,920.00 | $ 33.60 | $ 38,976.00 | $ 15.50 | $ 17,980.00 | $ 20.00 | $ 23,200.00 | $ 6.00 | $ 6,960.00 | $ 16.00 | $ 18,560.00 | $ 12.00 | $ 13,920.00 |
| | SUBTOTAL (ST1089) | | | | $ 1,949,796.28 | | $ 1,753,603.35 | | $ 2,144,531.75 | | $ 2,061,323.15 | | $ 1,869,384.87 | | $ 1,712,486.90 | | $ 1,974,760.40 | | $ 2,052,209.60 |
| **WR08-004 CWBS Site Improvements (Coe & Van Loo)** | | | | | | | | | | | | | | | | | | | |
| 1 | Mobilization/Demobilization | 1 | LS | $ 7,266.23 | $ 7,266.23 | $ 5,000.00 | $ 5,000.00 | $ 15,000.00 | $ 15,000.00 | $ 1,000.00 | $ 1,000.00 | $ 5,000.00 | $ 5,000.00 | $ 3,600.00 | $ 3,600.00 | $ 30,000.00 | $ 30,000.00 | $ 7,500.00 | $ 7,500.00 |
| 2 | Allowance for Extra Work | 1 | ALLOW | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 | $ 38,000.00 |
| 3 | Construction Staking, Surveying Layout, & As-builts | 1 | LS | $ 24,792.38 | $ 24,792.38 | $ 6,000.00 | $ 6,000.00 | $ 3,500.00 | $ 3,500.00 | $ 6,500.00 | $ 6,500.00 | $ 3,625.00 | $ 3,625.00 | $ 1,600.00 | $ 1,600.00 | $ 3,500.00 | $ 3,500.00 | $ 4,000.00 | $ 4,000.00 |
| 4 | Removal and Delivery of Existing Wrought Iron Fence | 1,363 | LF | $ 10.85 | $ 14,788.55 | $ 9.00 | $ 12,267.00 | $ 6.00 | $ 8,178.00 | $ 7.75 | $ 10,563.25 | $ 4.10 | $ 5,588.30 | $ 11.00 | $ 14,993.00 | $ 6.00 | $ 8,178.00 | $ 2.00 | $ 2,726.00 |
| 5 | Removal and Deliveriy of Existing Chain link/Barbed Wire Fence | 540 | LF | $ 10.85 | $ 5,859.00 | $ 7.00 | $ 3,780.00 | $ 5.00 | $ 2,700.00 | $ 7.75 | $ 4,185.00 | $ 3.10 | $ 1,674.00 | $ 7.00 | $ 3,780.00 | $ 6.00 | $ 3,240.00 | $ 2.00 | $ 1,080.00 |
| 6 | Removal and Delivery of Existing Swing Gate | 1 | LS | $ 1,492.60 | $ 1,492.60 | $ 1,100.00 | $ 1,100.00 | $ 800.00 | $ 800.00 | $ 240.00 | $ 240.00 | $ 1,291.00 | $ 1,291.00 | $ 500.00 | $ 500.00 | $ 800.00 | $ 800.00 | $ 500.00 | $ 500.00 |
| 7 | Masonry Wall & Reinforced Concrete Footing | 1,515 | LF | $ 400.27 | $ 606,409.05 | $ 140.00 | $ 212,100.00 | $ 145.00 | $ 219,675.00 | $ 230.00 | $ 348,450.00 | $ 175.00 | $ 265,125.00 | $ 231.00 | $ 349,965.00 | $ 198.00 | $ 299,970.00 | $ 150.00 | $ 227,250.00 |
| 8 | Drywell | 1 | LS | $ 20,960.83 | $ 20,960.83 | $ 16,000.00 | $ 16,000.00 | $ 18,000.00 | $ 18,000.00 | $ 17,000.00 | $ 17,000.00 | $ 30,000.00 | $ 30,000.00 | $ 17,000.00 | $ 17,000.00 | $ 20,000.00 | $ 20,000.00 | $ 12,000.00 | $ 12,000.00 |
| 9 | 12" RGRCP Class IV | 260 | LF | $ 67.19 | $ 17,469.40 | $ 60.00 | $ 15,600.00 | $ 85.00 | $ 22,100.00 | $ 115.00 | $ 29,900.00 | $ 60.00 | $ 15,600.00 | $ 45.00 | $ 11,700.00 | $ 65.00 | $ 16,900.00 | $ 85.00 | $ 22,100.00 |
| 10 | Grouted Rip Rap | 93 | CY | $ 73.70 | $ 6,854.10 | $ 180.00 | $ 16,740.00 | $ 165.00 | $ 15,345.00 | $ 130.00 | $ 12,090.00 | $ 139.00 | $ 12,927.00 | $ 150.00 | $ 13,950.00 | $ 180.00 | $ 16,740.00 | $ 125.00 | $ 11,625.00 |
| 11 | Loose Rip Rap | 430 | CY | $ 33.08 | $ 14,224.40 | $ 60.00 | $ 25,800.00 | $ 90.00 | $ 38,700.00 | $ 65.00 | $ 27,950.00 | $ 73.00 | $ 31,390.00 | $ 65.00 | $ 27,950.00 | $ 100.00 | $ 43,000.00 | $ 53.00 | $ 22,790.00 |
| 12 | Retention Area | 1 | LS | $ 8.64 | $ 13,253.76 | $ 9,000.00 | $ 9,000.00 | $ 38,000.00 | $ 38,000.00 | $ 15,000.00 | $ 15,000.00 | $ 19,713.00 | $ 19,713.00 | $ 14,000.00 | $ 14,000.00 | $ 22,000.00 | $ 22,000.00 | $ 10,000.00 | $ 10,000.00 |
| 13 | Site Entry Door and Gate | 1 | EA | $ 25,355.84 | $ 25,355.84 | $ 3,500.00 | $ 3,500.00 | $ 35,000.00 | $ 35,000.00 | $ 8,800.00 | $ 8,800.00 | $ 40,610.00 | $ 40,610.00 | $ 8,900.00 | $ 8,900.00 | $ 24,000.00 | $ 24,000.00 | $ 29,500.00 | $ 29,500.00 |
| 14 | Gate Entry Door Security/Electrical Modifications | 1 | LS | $ 7,043.28 | $ 7,043.28 | $ 40,000.00 | $ 40,000.00 | $ 12,500.00 | $ 12,500.00 | $ 7,500.00 | $ 7,500.00 | $ 3,532.00 | $ 3,532.00 | $ 14,000.00 | $ 14,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 |
| 15 | Bollards | 2 | EA | $ 728.65 | $ 1,457.30 | $ 550.00 | $ 1,100.00 | $ 200.00 | $ 400.00 | $ 325.00 | $ 650.00 | $ 598.00 | $ 1,196.00 | $ 600.00 | $ 1,200.00 | $ 600.00 | $ 1,200.00 | $ 150.00 | $ 300.00 |
| 16 | Additional Security (Allowance) | 1 | ALLOW | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 |
| 17 | Site Address Signage | 1 | LS | $ 845.19 | $ 845.19 | $ 1,700.00 | $ 1,700.00 | $ 3,300.00 | $ 3,300.00 | $ 900.00 | $ 900.00 | $ 604.00 | $ 604.00 | $ 900.00 | $ 900.00 | $ 1,200.00 | $ 1,200.00 | $ 500.00 | $ 500.00 |
| | SUBTOTAL (WR08-004) | | | | $ 826,071.91 | | $ 427,687.00 | | $ 491,198.00 | | $ 548,728.25 | | $ 495,875.30 | | $ 542,038.00 | | $ 563,728.00 | | $ 424,871.00 |
| | **SUBTOTAL WITHOUT TAX** | | | | $ 2,775,868.19 | | $ 2,181,290.35 | | $ 2,635,729.75 | | $ 2,610,051.40 | | $ 2,365,260.17 | | $ 2,254,524.90 | | $ 2,538,488.40 | | $ 2,477,080.60 |
| | **TAX** | | | | 159,380.45 | | 124,769.81 | | 150,763.75 | | 149,294.94 | | 135,292.88 | | 130,424.27 | | 137,332.22 | | $148,624.84 |
| | **TOTAL SUBMITTED BY BIDDER** | | | | $ 2,935,248.64 | | $ 2,306,060.16 | | $ 2,786,493.50 | | $ 2,759,346.34 | | $ 2,500,553.05 | | $ 2,384,949.17 | | $ 2,675,820.62 | | $2,625,705.44 |
| | **Bid Bond Attached?** | | | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | |
| | **Contractor License Attached?** | | | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | |
| | **Is contract properly signed?** | | | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | |
| | **Business License Attached?** | | | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | |
| | **Addendum #1 attached** | | | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | Yes | | |
| | **Exceptions to specifications?** | | | | No | | No | | No | | No | | No | | No | | No | | |

# CITY COUNCIL REPORT

**SUBJECT:**
Professional Services Agreement with Entellus, Inc. for Drainage Improvements on Central Avenue and Elm Lane

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Sue McDermott, City Engineer (623)333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Professional Services Agreement with Entellus, Inc. to provide design services for drainage improvements on Central Avenue and Elm Lane in the amount of $210,886 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On October 15, 2007, Council adopted a resolution authorizing an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) allowing payment of $1,000,000 from FCDMC to the City of Avondale for their share of the cost to design and construct multiple drainage improvements in the vicinity of Central Avenue and Elm Lane.

The IGA is structured to include three (3) phases of improvement for the project. The three (3) phases are based on information provided in “The Elm Lane Drainage Study and Flooding Remediation Alternatives Development” created by Landmark Engineering in 2005. The three (3) phases are as follows:

- Phase I will include the construction of retention basins at 103 W. Elm Lane and 43 W. Davis Lane. To construct these basins, the City will utilize the Job Order Contracting (JOC) method through an existing contract with Mohave County.
- Phase II will include obtaining professional services to provide a comprehensive hydrology and hydraulics analysis in support of creating a permanent drainage solution. A comprehensive drainage report will be prepared as well as full set of construction improvement plans. This will require the submittal of statements of qualifications (SOQ) as the design fee will exceed $150,000.
- Phase III will include the bidding of the plans and constructing the improvements developed in Phase II.

Staff has been working very closely with the District on Phase I of this project. However, staff has not been able to obtain a drainage easement at 43 W. Davis, nor have they been able to secure a JOC contractor to perform the work. The property owner at 43 W. Davis Lane does not agree with the value presented in the appraisal. The property owner insists the parcel is worth significantly more than the appraisal. Staff has postponed the land acquisition at 43 W. Davis Lane until the need is confirmed during Phase II of the project. Staff has additionally gone through multiple negotiations with the JOC contractor for this project and could not negotiate a reasonable fee. Therefore, the decision has been made to use conventional design bid build methods. A consultant shall provide

the necessary survey and staff shall design the retention basin and provide bid documents. A professional services agreement in the amount of $6,378.41 has been awarded and survey services are currently underway.

**DISCUSSION:**

The scope of services for Phase II of this project will include:

- Project Management and Coordination
- Additional Design Survey and Contour Mapping
- Data Collection
- Public Utility Coordination
- Subsurface Utility Investigation Services A
- Comprehensive Drainage Report
- Multiple Alternatives and Design Iterations
- Verification of the need for a basin at 43 W. Davis Lane
- Right-of-Way Acquisition Assistance
- Environmental Phase I (Allowance)
- Geotechnical Investigation
- Storm Drain & Inlet Design
- Public Meetings
- Construction Plans, Specifications, and Estimates
- Landscape and Irrigation (Allowance)
- Post Design Services

**SELECTION PROCESS:**

The City of Avondale published a Request for Qualifications on January 11, 2008 for professional services to design drainage improvements. Staff received eleven (11) Statements of Qualifications which were categorized and scored. A short list of three (3) firms was created. Presentations were held on March 10, 2008. Entellus, Inc. was selected as the most qualified firm for this project. Staff has contacted references and found that Entellus, Inc. is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Entellus, Inc. for engineering services for the delivery of plans, specifications, and an engineer's estimate for the Central Avenue and Elm Lane Drainage Improvements. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of $210,886 (see attached).

**SCHEDULE:**

Listed below is the tentative schedule for design and construction:

<u>Design:</u>
Notice to Proceed – August 2008
Final Design – May 2009

<u>Construction:</u>
Bid Award – July 2009
Begin Construction – August 2009
End Construction – December 2009

**BUDGETARY IMPACT:**

The City of Avondale and the Maricopa Flood Control District entered into an IGA agreeing to share the cost share of the project equally. Funding in the amount of $210,886 for this project is available in Street Fund Line Item No. 304-1158-00-8410. Staff will obtain reimbursement from the FCDMC for their 50% share of applicable design costs as outlined in the October 15, 2007 IGA.

## RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Entellus, Inc. to provide design services for drainage improvements on Central Avenue and Elm Lane in the amount of $210,886 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

**Click to download**

- ST 1158 PSA Elm Lane
- ST 1158 Elm Lane Vicinity Map

**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**ENTELLUS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of July 21, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Entellus, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 07-093 "Request for Statements of Qualifications for Elm Lane Drainage Mitigation Services" (the "RFQ") seeking statements of qualifications from vendors for the design and construction of improvements to mitigate drainage in the vicinity of Elm Lane and Central Avenue in the City of Avondale.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for the design and construction of improvements to mitigate drainage in the vicinity of Elm Lane and Central Avenue in the City of Avondale (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 March 1, 2010.

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 $220,000.00 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

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

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

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

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute a 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 will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past Final Completion and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified with a RFQ number and title. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) 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 Consultant

shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies 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 any economic opportunity, future employment, 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 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 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: Entellus, Inc.
2255 North 44th Street, Suite 125
Phoenix, Arizona 85008
Facsimile: (602) 244-8947
Attn: Michael J. Bonar, P.E.

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.

14.15 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.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFQ, and the Consultant's response to the RFQ, the documents shall govern in the order listed herein.

14.17 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and services from another source when necessary.

14.18 Cooperative Purchasing. This Agreement shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

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

| "**City**" | "**Consultant**" |
|---|---|
| CITY OF AVONDALE, an Arizona municipal corporation | ENTELLUS, INC., an Arizona corporation |
| _____ | By:_____ |
| Charles P. McClendon, City Manager | |
| ATTEST: | Name:_____ |
| _____ | Its:_____ |
| Carmen Martinez, Acting City Clerk | |

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

This instrument was acknowledged before me on _____, 2008, 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 _____, 2008, 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
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ENTELLUS, INC.

[Scope of Work]

See following pages.

# SCOPE OF WORK
**June 5, 2008**

**PROJECT TITLE: Elm Lane Drainage Mitigation Services**

**PROJECT NO.: ST1158**

## I. PROJECT DESCRIPTION & SCOPE OF SERVICES:

**The project is located in the southern portion of the City of Avondale in the vicinity of Elm Lane and Central Avenue. The City of Avondale and the Flood Control District of Maricopa County (FCDMC) have entered into an Intergovernmental Agreement (IGA) to design and construct improvements to address the flooding concerns.**

**The scope of work for this project shall include providing consulting services consisting of a complete analysis of the existing drainage conditions, an analysis of alternative solutions, a recommended solution that provides the required level of protection, and a complete set of plans, specifications, and estimates for construction of the proposed improvements.**

### A. BACKGROUND

In August of 2005, the Wigwam Estates Subdivision experienced severe flooding. Several homes in the area were flooded with water up to three feet in depth. Residents suggest the majority of the flooding occurred at the intersection of Elm Lane and Holben Place. Many of the homes in this area had to be evacuated.

The City of Avondale immediately obtained professional services through Landmark Engineering to provide a preliminary drainage mitigation alternatives study. The study identified the undeveloped parcel at 43 W. Davis as a major contributor to the watershed on Elm Lane. The study suggested a number of alternatives to mitigate the flows, however failed to provide one preferred alternate and level of protection. Based on the alternates outlined in the study, CITY engineering staff made the assumption that a combination of the alternates should be implemented. The combination of the alternates included constructing a retention basin at 103 W. Elm Lane, at 43 W. Davis Lane, and increasing the size of the storm drain in Elm Lane.

Because there were not enough funds to cover the design and construction of all of the assumed improvements, CITY staff attempted to obtain alternative funding. The CITY was awarded CIP prioritization funds from the FCDMC. However, as part of this effort, the FCDMC also wants to investigate the need for a storm sewer down Central Avenue. An Intergovernmental Agreement (IGA) was developed between the CITY and FCDMC to perform improvements in three phases. Phase I includes the acquisition of property and the construction of retention basins at 103 W. Elm Lane. Phase II of the improvements covered in this scope of work includes a comprehensive drainage report and complete construction documents for implementation of the proposed drainage improvements. Phase III of the project will include the construction of the improvements.

## B. GENERAL TASKS AND DRAINAGE STUDY

**B 1.0 GENERAL REQUIREMENTS** – The design and all work shall conform to the latest edition and amendments of the following:

- City of Avondale GER and MAG Supplement Manuals
- MAG Uniform Standard Specifications and Details
- Drainage Design Manuals for Maricopa County, for Hydrology and Hydraulic by the Flood Control District of Maricopa County
- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO *Policy on Geometric Design of Highways and Streets*
- The Code of the City of Avondale
- Other applicable specifications and details required by a governmental agency or utility company (adjacent city, ADOT, SRP etc.)

### B 2.0 DATA COLLECTION

1. It shall be the responsibility of the DESIGN CONSULTANT to determine, request and obtain specific data and information needed to perform the work. The DESIGN CONSULTANT shall provide all necessary research and data collection for determining and identifying all existing project utilities.

2. CITY shall provide, upon request, at no cost to DESIGN CONSULTANT the following existing information as available, not necessarily limited to, as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, GIS data, maintenance records, and drawings of developments planned within the project area.

3. DESIGN CONSULTANT shall keep a log of all documents and information provided by CITY staff and related stakeholders and forward a copy of the log to the CITY upon request.

### B 3.0 PUBLIC UTILITY COORDINATION

1. DESIGN CONSULTANT shall coordinate with utility companies, private development, other agencies, and the CITY to incorporate existing and proposed utilities into the construction plans, in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG.) DESIGN CONSULTANT shall show all existing and proposed utilities on the storm drain and basin plans.

2. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.

3. DESIGN CONSULTANT shall work with the CITY's Project Manager and CITY staff to coordinate the early determination of facilities that may be abandoned or deactivated.

4. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (30%) design submittal. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmit them to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.

5. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives. Utility conflicts may include but are not limited to overhead and subsurface, which may affect equipment or materials installation.

6. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY's Project Manager and Utility Coordinator each with a written record of receipt.

7. DESIGN CONSULTANT shall coordinate with nearby projects/stakeholders

8. DESIGN CONSULTANT shall provide the utility companies with electronic base files or other pertinent information necessary for the utility companies to design the relocation of their facilities. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned improvement identifying a time line for relocating their facilities.

9. Prior to 30% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY's Utility Coordinator has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review along with a request for written response from each utility. DESIGN CONSULTANT shall make joint trenching recommendations for underground utilities, and submit those recommendations to the CITY's Utility Coordinator for approval.

10. DESIGN CONSULTANT shall send a letter to each utility company notifying them of the project and defining the project scope and timeline, and shall also send the appropriate amount of half-size or full size sets to the utility stakeholders at the 30%, 60%, 95%, and final submittal of plans for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned improvements. DESIGN CONSULTANT shall incorporate the utility company construction requirements into the bid documents.

11. DESIGN CONSULTANT shall work with the CITY's Project Manager and CITY Staff to facilitate utility coordination meetings upon notice to proceed and at each submittal (30%, 60%, 95%). This shall be done in conjunction with Item 13 below. DESIGN CONSULTANT shall take notes, prepare, and distribute meeting minutes for each meeting including noting Action Items and the responsible parties. The minutes are to be reviewed and approved by the CITY's Project Manager prior to distribution.

12. DESIGN CONSULTANT shall work with the CITY's Project Manager and CITY Staff to facilitate utility land coordination meetings upon notice to proceed and at each submittal (30%, 60%, 95%). This shall be done in conjunction with Item 12 above. DESIGN CONSULTANT shall take notes, prepare, and distribute meeting minutes for each meeting including noting Action Items and the responsible parties. The minutes are to be reviewed and approved by the CITY's Project Manager prior to distribution.

13. DESIGN CONSULTANT shall review all utility plans for constructability within the project limits.

14 Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been designed and coordinated with the CITY's project, and that such relocations will not impact the proposed construction schedule of the CITY's project.

15. DESIGN CONSULTANT shall obtain ADOT style Utility Clearance letters from each utility stakeholder for the project.

**B 4.0 (ALLOWANCE) UTILITY LOCATING SERVICES (POTHOLING)**

1. DESIGN CONSULTANT shall conduct a Subsurface Utility Engineering (SUE) investigation per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C" for up to 20 potholes. See Exhibit A for additional information.

2. During the 30% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT will provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list.

3. Prior to completion of the 60% plans, DESIGN CONSULTANT shall provide vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data will be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the depth, horizontal and vertical location, size and material composition of the utility line exposed.

4. DESIGN CONSULTANT shall be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.

5. Vacuum excavation potholing will include mobilization, set-up, traffic control (excluding uniformed police officer, special barricading, permit fees or inspections required by any governmental agencies), pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation,

backfill and compaction, all information requested, and clean up. DESIGN CONSULTANT shall apply for and obtain City of Avondale permit for potholing.

6. For identified water and sewer lines, while the pothole is excavated, representatives from the CITY's Water and Sewer Department and DESIGN CONSULTANT will perform visual inspection of the condition of the lines. Formal recommendations for potential rehabilitation or replacement will be developed by the CITY's Water and Sewer representatives and DESIGN CONSULTANT and provided to the CITY's project manager in memorandum form.

7. This allowance is not authorized with the Notice to Proceed; it may be authorized in writing by the City based upon specific needs as determined by the City during the contract period.

**B 5.0 PROGRESS MEETINGS**

1. DESIGN CONSULTANT shall hold the following progress meetings at the City of Avondale's offices or project site.

   a. Five (5) Progress meetings will be held for this project. Two (2) meetings will be held during the development of the Comprehensive Drainage Study and three (3) meetings will be held during the design phase. The design phase progress meetings are anticipated to take place after the 30%, 60% and 95% submittals to resolve comments.
   b. One (1) separate utility coordination meeting will be held during the design of this project. It is anticipated that this meeting will take place around the 60% design level.

2. DESIGN CONSULTANT shall take notes, prepare and distribute meeting minutes for each Progress Meeting including noting Action Items and the responsible parties. The minutes are to be reviewed and approved by the CITY's Project Manager prior to distribution and updated at each Progress Meeting.

**B 6.0 PUBLIC MEETINGS**

1. DESIGN CONSULTANT shall prepare for and participate in two (2) Public Information Meetings. DESIGN CONSULTANT shall prepare display boards depicting the proposed drainage improvements (i.e. storm drain alignments, proposed basin locations, typical sections, finish floor elevations, flow depth, etc,) and depicting both existing and proposed right-of-way from the most recent plan submittal, (3 display boards per meeting will be provided).

2. DESIGN CONSULTANT shall be responsible for the following:

   a. Develop and setup display boards
   b. Prepare a meeting sign-in sheet
   c. Give a brief presentation and answer questions as needed
   d. Prepare and make available a public comment sheet at each meeting
   e. Provide snack foods and beverages for each public meeting
   f. Take notes

g. Compilation & summary of all public comment received at meeting

3. CITY shall be responsible for the following:

   a. Secure a location and time for each public meeting
   b. Prepare and distribute mailers/flyers to those residents within and adjacent to the project corridor, if required.
   c. Prepare newspaper notice of meeting, if required

## B 7.0 PROJECT MANAGEMENT

1. DESIGN CONSULTANT shall prepare monthly progress reports; perform budget and schedule monitoring; coordinate with utilities, CITY representatives and other project stakeholders; and manage sub-consultants.

   a. Project Schedule to be provided in MS Project Manager format with the contract and at the 30%, 60%, and 95% design stages and upon significant deviation in accordance to Section E. PROJECT SCHEDULE.

2. Provide Invoicing statements per City of Avondale requirements

## B 8.0 MAPPING AND PRELIMINARY SURVEY

1. CONTROL: DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements:

   a. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983, National Spatial Reference System 2007 (NAD*# NSRS2007), and Arizona Central Zone, International Foot. Bearings shall be Grid.
   b. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot.

   Local Survey control information for National Geodetic Survey (NGS) may be obtained from Maricopa County at: http://www.mcdot.maricopa.gov/survey/

   A minimum of two existing NGS monuments will be used for control and referenced on the plans.

2. DESIGN CONSULTANT shall provide a sketch showing each benchmark and temporary benchmarks with a minimum of 3 ties to features that will not be disturbed by construction.

3. DESIGN CONSULTANT shall obtain additional survey to analyze the drainage at the following key locations.

   a. Central Avenue and Lower Buckeye Road
   b. Central Avenue and Rio Vista Lane

c. Central Avenue and Elm Lane
d. Central Avenue and Whyman Avenue
e. Central Avenue and Locust Avenue (offset intersection – both intersections will be surveyed)
f. Central Avenue and Davis Avenue (offset intersection – both intersections will be surveyed)
g. Central Avenue and Overlin Avenue
h. Elm Lane and Holben Place
i. Elm Lane and Frost Lane
j. Rio Vista Lane and Holben Place
k. Whyman and Frost
l. Central Avenue and Mountain View Drive

4. DESIGN CONSULTANT shall obtain Finished Floor Elevations at residences near the intersections or areas that have historically experienced significant runoff or ponding during storm events per Exhibit 3 of the November 18, 2005 study prepared by Landmark Engineering, Inc.

5. DESIGN CONSULTANT shall be provided by the District aerial mapping of the area bounded by MC-85 on the north, Lower Buckeye Road on the south, the Aqua Fria River levee on the east, and Litchfield Road on the west. This area is within the flight coverage of the District's Loop 303/White Tanks Hydrology Update, which was flown by Aero Tech Mapping Technologies (with ground control). The aerial photography will need to be complied for this area by the DESIGN CONSULTANT. The result will provide planimetric detail, 2-two-foot contours and DTM of the project limits described above. See Exhibit B for additional information.

**B 9.0 RIGHT-OF-WAY ACQUISITION ASSISTANCE**

1. RESEARCH: DESIGN CONSULTANT shall perform sufficient research to cover the proposed right-of-way corridor prior to start of survey. Research should include but not be limited to public and private records of surveys, Subdivision Plats, Right-of-way maps, record deeds and as-builts on and adjacent to the project. Original documents will be obtained from the County Recorders office by the DESIGN CONSULTANT. Title reports for all proposed ROW and or parent properties will be obtained by City of Avondale. Inquiries will be made at other agencies such as MCDOT and effected utilities as necessary to support the definition of properties in the corridor.

2. At Preliminary (30%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlain on an aerial photograph of the project limits, showing existing property rights for right-of-way, easements, and utilities. The right-of-way strip map shall be used for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition, permanent drainage easements, TDE's, PUE's, TCE's, and shall include a list of identified properties and property rights. The CITY shall obtain litigation reports for the parcels where property acquisition is needed.

3. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of new right-of-way, temporary construction easements, drainage

tracts, and drainage easements. DESIGN CONSULTANT shall provide right-of-way research and survey to define the boundaries – TDE's, PUE's, of adjacent properties where new right-of-way or easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes:

a. The preparation of up to two (2) written legal descriptions and exhibits, for the acquisition of right of way.
b. The preparation of up to two (2) written legal descriptions and exhibits, for drainage easements.
c. The preparation of written legal descriptions and exhibits up to two (2) legal descriptions and exhibits, for temporary construction easements.

Additional legal descriptions can be provided as additional work if requested by the CITY.

4. DESIGN CONSULTANT shall submit final right-of-way documents to the CITY between 30% and 60% design completion. These documents shall include legal descriptions, parcel maps, right-of-way strip maps, and 30% design plans for all acquisitions and easements. A final R/W exhibit will be required at the 60% submittal stage.

**B 10.0 DRAINAGE STUDY**

1. DESIGN CONSULTANT shall prepare a comprehensive drainage study for the study area. The study will include the following tasks:

   a. Delineating drainage sub-basins for the study area.
   b. Developing the hydrology for the delineated sub-basin for a 10, 50 and 100 year frequency storm for existing and proposed condition using HEC-1 and/or the Rational Method.
   c. Performing hydraulic analysis of existing conditions and proposed conditions for each alternative.
   d. Develop up to four (4) alternative solutions to provide a minimum of a 10-year level of protection for the study area. The number of iterations for the development of the alternatives shall be limited to three (3).
   e. Evaluate up to four (4) alternatives that include development of a relative cost estimate for each alternative. DESIGN CONSULTANT after evaluating the alternatives shall make a recommendation to the CITY and the District.

   The study will be completed prior to design.

2. DESIGN CONSULTANT shall perform drainage calculations and incorporate them into a Draft Comprehensive Drainage Report. The Draft Report shall identify proposed storm drains, proposed retention basins and any required drainage easements. This report shall document all calculations certifying that the proposed design meets the design criteria.

3. DESIGN CONSULTANT shall incorporate comments received on the Draft Comprehensive Drainage Report into a Final Comprehensive Drainage Report.

The final comprehensive drainage report shall be sealed by the DESIGN CONSULTANT.

4. The DESIGN CONSULTANT shall submit six (6) copies of the draft and final report.

**B 11.0 (ALLOWANCE) GEOTECHNICAL INVESTIGATION**

1. DESIGN CONSULTANT shall conduct a visual geologic reconnaissance of the project area and review available geologic literature and aerial photographs of the project site.

2. DESIGN CONSULTANT shall establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.

3. DESIGN CONSULTANT shall core the existing pavement of the roadway segment in question at four (4) locations to determine the existing structural (asphalt and aggregate base) section.

4. DESIGN CONSULTANT shall Drill four (4) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. These borings will be located within the existing roadway or in the shoulder whichever is more appropriate. See Exhibit C for additional information.

5. DESIGN CONSULTANT shall prepare a geotechnical report, to accompany the 30% submittal, which will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design and recommendations for construction.

6. This allowance is not authorized with the Notice to Proceed; it may be authorized in writing by the City based upon specific need as determined by the City during the contract period.

**B 12.0 (ALLOWANCE) PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)**

1. DESIGN CONSULTANT shall conduct a Phase I Environmental Site Assessment (ESA) for up to two (2) sites in accordance with ASTM-1527-05 and submit a draft Phase I ESA report inclusive of each property to be acquired to the CITY's project manager no more than forty-five (45) calendar days after the 30% plan submittal. Phase I ESA reports will document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. See Exhibit C for additional information.

2. This allowance is not authorized with the Notice to Proceed; it may be authorized in writing by the City based upon specific need as determined by the City during the contract period.

## C. CONSTRUCTION DOCUMENTS

### C 1.0 SUMMARY OF DELIVERABLES AND SUBMITTALS

1. DESIGN CONSULTANT shall prepare plans, specifications and estimates for the project in accordance with CITY standards. The plans shall include, but not be limited to:

   - Cover Sheet
   - General Notes Sheets
   - Standard Sections Sheet
   - Storm Drain Plans/Profiles (1”=20’H/1”=4’V) – See Task C 3.0 for additional information
   - Retention/Detention Drainage Plans – Site plans and grading plans (1”=40’ H/1’=4’V)
   - Utility Relocation Plans (if required, by others)
   - Landscape and Irrigation Plans – See Task C 8.0 for additional information per city standards.
   - Results of Survey and Control diagram

2. DESIGN CONSULTANT shall prepare the construction documents for each design submittal listed in the table below.

| **Construction Document** | **Estimated Count** | **30% Stage** | **60% Stage** | **95% Stage** | **Final Stage** |
|---|---|---|---|---|---|
| Face Sheet | 1 SHT | P | P | F | S |
| Design Sheet/Index | 1 SHT | | P | F | S |
| Special Detail Drawings | 2 SHT | | P | F | S |
| Storm Drain Plan & Profile Sheets | 10 SHTS | P | P | F | S |
| Connector Pipe Profiles (4 shts) | 4 SHTS | NA | P | F | S |
| Retention Basin Plans & Details | 4 SHTS | P | P | F | S |
| Landscape Plans & Details | 6 SHTS | P | P | F | S |
| Quantity & Cost Estimate | 1 EA | P | P | F | S |
| Special Provisions | 1 EA | P | P | F | S |
| Geotechnical Report | 1 EA | P | F | | |
| Environmental Site Assessment Report | 2 EA | P | F | | |
| Row/Easement Legal Descriptions | 6 EACH | P | F | | |
| Right of Way Strip Map | 1 SHT | P | F | | |

**P – Denotes Preliminary, F – Denotes Final, S – Denotes Sealed –**

3. DESIGN CONSULTANT shall submit plans at the 30%, 60% 95% and final stages. The plan submittals will follow the checklists provided by the CITY.

4. At the 30%, 60%, 95%, and final plan submittals, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD DWF (Design Web Format) exports of each plan sheet or scanned TIF images of each plan sheet.

5. At the completion of the design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format and scanned TIF images of each plan sheet (signature set.)

6. Specifications will be in accordance with the MAG Standard Specifications and City of Avondale Standard Specifications. DESIGN CONSULTANT shall supply special provisions for all items not adequately covered by the standard specifications.

7. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions..

8. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms provided by the CITY. DESIGN CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments will be incorporated unless otherwise authorized by the CITY.

9. DESIGN CONSULTANT shall return redline comments with each plan submittal.

10. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans. and shall be responsible for ensuring constructability of such plans, including, but not limited to, completion of right-of-way, TCE, and drainage easement acquisitions, and completion of utility relocation design**.**

## C 2.0 FINAL DESIGN SURVEY

1. DESIGN CONSULTANT shall perform final design survey as detailed below:

   CONTROL: DESIGN CONSULTANT shall use control developed as part of the **Mapping and Preliminary Survey** for this project.

2. DESIGN CONSULTANT shall provide a sketch showing each benchmark and temporary benchmarks with a minimum of 3 ties to features that will not be disturbed by construction.

3. SURVEY LIMITS:

   a. DESIGN CONSULTANT shall survey approximately 4000 L.F. of roadway assumed to be primarily on Central Avenue, Elm Lane and Lower Buckeye. Design consultant shall take pavement elevations at the centerline known or center of (road) at not more than 50 feet intervals. In addition, DESIGN CONSULTANT shall take elevations at the gutter flow line and top of curb for all existing curb and gutter, at the outside edge of pavement where there is no curb and at existing ground at 10 ft intervals beyond the edge of pavement or back of curb to the ROW line.
   b. DESIGN CONSULTANT shall take elevations along the centerline and edges of each driveway beginning at the gutter flow line. DESIGN CONSULTANT shall take ground elevation shots all grade breaks along each driveway centerline and edges.

c. DESIGN CONSULTANT shall take elevations at the rim & inverts of all catch basins, manholes, pipes and all water valve nuts within the project survey limits.
d. DESIGN CONSULTANT shall take elevations on adjacent finish floor elevations as noted in Item B 8.0-4.

4. DESIGN CONSULTANT shall perform additional topographic and planimetric survey of all existing features including but not limited to curb and gutter, curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants, shrubs, adjacent finished floors, ground elevations at R/W line, valve nut elevations, and manhole inverts. Photogrammetric information provided to design consultant may be used where properly controlled, verified and supplemented by conventional ground survey.

5. DESIGN CONSULTANT shall provide a digital photo log of the project. The photos shall be taken looking upstation at no less than 50-foot increments along the proposed curb line. The photos shall also include intersections at all cross/intersecting streets, driveways, curb ramps, existing above-ground utilities, existing obstructions, drainage features, ditches, railroads, roadway signage, private signage, existing landscaping, streetlights, existing miscellaneous structures, walls and any other features that may impact the design of the project. The photo log shall provide station, offset and/or direction of the picture, or other identifying description, for each picture. DESIGN CONSULTANT shall provide the CITY two CDs of the photo log.

**C 3.0 PRELIMINARY (30%) PLANS**

1. DESIGN CONSULTANT shall submit to the CITY six (6) full size sets of construction plans, two (2) half size sets of construction plans, five (5) copies of the final geotechnical report, eight (8) copies of the construction cost estimate, eight (8) copies of the outline special provisions, and two (2) copies of the preliminary right-of-way strip map. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

3. DESIGN CONSULTANT shall prepare storm drain plan and profile plans at a scale of 1”=20’ horizontal and 1”=4’ vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, proposed grades, benchmarks and underground utilities.

   DESIGN CONSULTANT shall prepare storm drain lateral profiles at 1” = 10’ horizontally and 1” = 4’ vertically.

DESIGN CONSULTANT shall prepare retention/detention drainage plans (site plans and grading plans) at 1" = 40' horizontally.

DESIGN CONSULTANT shall prepare landscaping and irrigation plans, if authorized, per Task C8.0.

DESIGN CONSULTANT shall also prepare cover sheet, general note sheet and detail sheets per the City's requirements.

**C 4.0 RIGHT-OF-WAY SUBMITTAL**

1. DESIGN CONSULTANT shall submit at the 60% plan submittal the final legal descriptions for acquisitions, drainage easements, and TCEs, two (2) copies of the final right-of-way strip map, and survey tie into COA datum.

**C 5.0 PRELIMINARY (60%) PLANS**

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. It is the DESIGN CONSULTANT'S responsibility to assure that all comments have been addressed/resolved prior to resubmitting. DESIGN CONSULTANT shall submit to the CITY 30% redlines, two (2) copies of 30% plan comments and annotated comment sheet, six (6)) full size sets of construction plans, two (2) half-size sets of construction plans eight (8) copies of the construction cost estimate, eight (8) copies of the technical special provisions, two (2) copies of the final right-of-way strip map, and six (6) copies of the Testhole Data Summary Sheet. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters and a copy of the Testhole Data Summary Sheet to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

**C 6.0 PRE-FINAL (95%) PLANS**

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. It is the DESIGN CONSULTANTS responsibility to assure that all comments have been addressed/resolved prior to resubmitting. DESIGN CONSULTANT shall submit to the CITY 60% redlines, two (2) copies of 60% plan comments and annotated comment sheets, six (6) full size sets of construction plans, two (2) half size sets of construction plans, eight (8) copies of the construction cost estimate, and eight (8) copies of the final technical special provisions In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD DWF (Design Web Format) exports of each plan sheet or scanned TIF images of each plan sheet.

## C 7.0 FINAL (100%) CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate reasonable changes, corrections and/or additions as a result of the pre-final plan review. It is the DESIGN CONSULTANTS responsibility to assure that all comments have been addressed/resolved prior to resubmitting. DESIGN CONSULTANT shall submit to the CITY 95% redlines, one (1) copy of 95% plan comments and annotated comment sheets, one (1) sealed set of specifications including technical special provisions, one (1) full size set of sealed construction plans on bond, except the cover sheet shall be on reproducible 4 mil Mylar signed by ADEQ or Maricopa Environmental Services, if applicable, and one (1) copy of the final construction cost estimate and bid schedule..

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

## C 8.0 (ALLOWANCE) LANDSCAPE & IRRIGATION PLANS

1. DESIGN CONSULTANT shall Inventory existing trees, located via GPS survey and catalogue to determine if they are to remain in place, be salvaged for reuse, or demolished. DESIGN CONSULTANT shall identify the tree species, record the caliper, ascertain the general health, and record the viability for transplant. CITY shall provide an existing tree inventory and salvage plan.

2. DESIGN CONSULTANT shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY. DESIGN CONSULTANT shall overlay the existing irrigation location on the paving plan sheets.

3. DESIGN CONSULTANT shall coordinate with the CITY's Landscape Architect to determine the desired types of plant material and irrigation equipment.

4. DESIGN CONSULTANT shall develop 30% Landscape plans showing location and species of proposed new trees, existing trees to remain, and salvaged and relocated trees. Shrub massing shall be shown. Specific shrub species shall be shown at the 30% plan submittal. Plant schedule, landscape notes, and CITY of Avondale standard landscape details shall be shown. Plant quantities shall be shown at the 30% plan submittal.

5. DESIGN CONSULTANT shall develop 30% Irrigation plans showing locations of existing infrastructure to remain in place and new locations of water meter(s), mainline, and valves. Reclaimed water will be used for irrigation.

6. DESIGN CONSULTANT shall provide a table of contents identifying the specifications that shall be used at the 30% plan submittal, and develop an opinion of probable cost for each plan submittal.

7. DESIGN CONSULTANT shall identify individual shrubs and develop irrigation laterals for the 95% plan submittal.

8. DESIGN CONSULTANT shall generate Landscape and Irrigation specifications at the 95% plan stage.

9. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the storm drain plans or basin plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.

10. Bioassay testing, archeology, soil fertility, and other tests to determine plant viability in existing conditions are not considered part of this scope of work.

11. See Exhibit D for additional information.

12. This allowance is not authorized with the Notice to Proceed; it may be authorized in writing by the City based upon specific need as determined by the City during the contract period.

## D. POST DESIGN SERVICES

1. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents.

2. DESIGN CONSULTANT shall assist the CITY during construction by answering RFIs.

3. Construction management or observation/inspection, or participation in construction meetings are not included in this scope of work.

## E. PROJECT SCHEDULE

The following schedule was developed based on past experience and is indexed to the notice to proceed date. It has been assumed that all agencies have a three week review period. See Exhibit E for project schedule.

1 DESIGN CONSULTANT shall adhere to the schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

## F. QUALITY CONTROL

DESIGN CONSULTANT shall prepare and submit a Quality Assurance/Quality Control Plan for the project for the CITY'S and Districts review and approval. Once approved, the DESIGN CONSULTANT shall comply with the Design Quality Control Plan established for the project.

## G. FEE SCHEDULE/STAFF HOUR BREAKDOWN

See attached Fee Schedule with staff hour breakdown shown as Exhibit F.

Exhibit A

LICENSES: CA 712492 AZ 108545

# SAF-r-DIG℠ Utility Surveys, Inc.

"Positive I.D. Potholing", three dimensional information, utilizing Non-destructive soil extraction technology, performed with surgical skill!

*We designate, locate and verify actual depths of underground utilities.*

## Proposal/Contract

**Issued Dated:** 6/4/2008 **Client Ref:** C435.012 **Our TaskID:** **200831068**

**Client ID:** ENTE00

**Attn:** Keith Nath
Entellus Inc.
2255 N. 44th Steet
Ste. 330
Phoenix AZ 850083279

**Ph:** (602) 244-2566 **Fax:** (602) 244-8947

**Billing Address:**
Entellus Inc.
2255 N. 44th Steet
Ste. 330
Phoenix AZ 85008-329

**Project Name: Elm Lane Mitigation Project**

SAF-r-DIG Utility Surveys, Inc. (hereinafter referred to as SAF-r-DIG), shall provide scope of services as requested by: Entellus Inc. (hereinafter referred to as Client). Services will be conducted in accordance with Attachment A, SAF-r-DIG's standard Scope, Terms and Conditions, unless otherwise expressly noted, in writing, prior to the execution of this contract.

**SCOPE OF SERVICES:** Provide Subsurface Utility Services to determine the horizontal and vertical positions of existing underground utilities.

**COMPENSATION:** SAF-r-DIG agrees to perform the above Scope of Services for consideration of:

**Task Total: $10,500.00**

Estimate based on 20 locations @ $525.00 per location. This proposal has a 17 location minimum. Please Initial our Terms & Conditions then return with signed Proposal to obtain insurance certificate and Notice to Proceed.

**ADDITIONAL COST EXCEPTIONS / INCLUSIONS as noted and Provided By:**

| | |
|---|---|
| * City/County/DOT encroachment permits..... | **INCLUDED** |
| * Special 'Inspection' Bonding by City/County/DOT..... | **N/A** |
| * Pre-marking utility survey area; as required by state law..... | **INCLUDED** |
| * Notification of One-Call Service, (USA, DigAlert, Blue Stake)..... | **INCLUDED** |
| * Special Traffic Control, plans, barricading and signs..... | **INCLUDED** |
| * Daily mobilization and demobilization..... | **INCLUDED** |
| * Daily Per-Diem (2man crew) if necessary..... | **N/A** |

**SCHEDULE:** SAF-r-DIG shall commence work upon receipt of this executed contract with services estimated to start on: and be completed by:

This proposal and its provisions will expire after: **8/5/2008**

**APPROVALS:**

**For SAF-r-DIG:** Nina S. Marcinek

**Printed:** Nina S. Marcinek
**Title:** President/Chair
**Date:** 6/4/2008

**For Client:** _____
**Printed:** _____
**Title:** _____
**Date:** _____

*...To engage our services, please sign above and return copy with original signature to address below.*

Corporate Office: PO Box 1478, Palm Desert, CA 92261 (800)326-0446 Fax (760)776-8278

# SAF-r-DIG® Utility Surveys, Inc.

**Contract Scope of Work, Terms & Conditions**
*(in other words, what your lawyer wants you to know)*

Licenses: CA-712492, AZ-108545

Attachment A (page 1 of 3) ***all three pages** must include Client Initials with Proposal*

## GENERAL:

1.0 **CLIENT SHALL** include or provide the following:

1.1 Coordinate activity with owner, or agency, reveal name of owner and purpose for desired data.

1.2 Full sized, scaled site and profile drawings not greater than 50':1", hardcopy and/or electronic file.

1.3 Soils reports for the required inspection holes (if available).

1.4 Arrange for access in restricted areas to the site for ***SAF-r-DIG*** personnel and equipment.

1.5 Indicate client's Risk Manager; and, "on-site decision / reporting person" along with phone number (preferably a person from the design department).

1.6 Preliminary Lien information, such as owners name and address.

1.7 Provide an address and phone number and, if applicable, a contract person in your Accounting Department.

1.8 Indicate your Project Manager's Name, Phone and Cell Phone number(s), plus Field Contact Person and their Phone and Cell Phone number(s).

2.0 ***SAF-r-DIG's*** **normal Scope of Work SHALL** include or provide the following:

2.1 All special equipment, skilled personnel, **certified DOT safety-sensitive (random tested) trained technicians**, and the supplies necessary, or, required to perform designation and utility location services utilizing air/vacuum, **dust-controlled, soil extraction methods.**

2.2 **ASSIST** in securing all necessary plans, plats, records, and other available data as provided by utility owners.

2.3 Furnish Client, concurrent with execution of contract, **Certificate(s) of Insurance** on standard ACORD forms. The insurance shall satisfy the requirements of local jurisdiction authority.

2.3.1 **Additional "insured-parties"** sometimes have special conditions that may require additional premium, thus requiring a Change Order.

2.4 **ASSIST** in obtaining all necessary **permits** from city, county, and/or other jurisdictions to allow ***SAF-r-DIG*** to work in existing streets, roads, and rights-of-way for purpose of designating, marking, measuring, soil extracting and recording the vertical elevations of existing subsurface utilities. (An encroachment permit may be required).

2.5 Comply with **CGA, ASEC standards** and all applicable subsurface **utility damage-prevention laws**; including pre-marking prospective site areas and by requesting required utility notification service, i.e., prior to soils extraction services.

2.6 **Start task seventy-two (72) hours** after receipt of permitting and coordination with city, appropriate agent, utility owner and county inspectors relating to notification and inspection regulations.

2.7 Provide all necessary **traffic control** for streets with speed limits **less than 25 MPH,** including labor, and equipment, according to the City standards. High traffic density locations or **over 25 MPH** will require licensed traffic control, traffic control plans and barricading.


*All Rights Reserved*

2.8 **Comply with all jurisdictional regulations** pertaining to the movement of traffic; i.e., services restricting traffic may not be permitted at signalized intersections; or, on major, or, collector streets, during the peak traffic hours. Delays may be subject to stand-by time.

2.9 **Permit Conditions,** current daily labor law (8-hr.-day) and traffic conditions, could restrict work crew to a 6-hr. work-day **at the work site.**

2.10 **Neatly cut** and remove existing pavement; (normally does not exceed **12" diameter**).

2.11 **Adverse pavement or soil conditions** may be encountered. If so, a Change Order may apply.

2.12 Should the **standard utility depth** of 6-feet become exceeded, an additional $95.00 per foot charge may apply, with a maximum depth of 14-feet. **Depths** greater than 14 feet will require cost negotiation with Project Manager.

2.13 Extract soils to **expose any existing utilities**, in such a manner to ensure the **safety** and **integrity** of the utility.

2.14 In **Client-requested data format**, observe and record the following minimal **Field Data** information for each utility located:

- 2.14.1 **Pavement thickness** and description of pavement surface and base.
- 2.14.2 **Diameter / Width of utility, top** and, if requested, **bottom** depths, and **configuration of systems**.
- 2.14.3 Elevations **ACCURATELY** measured to 1/10$^{th}$ foot from original ground and/or pavement surface to utility.
- 2.14.4 **Utility structure material** composition, when reasonably ascertainable.

2.15 Furnish and install "PK" nails, "hubs", stakes, high-visibility "whiskers", or, markings, directly above the centerline of the utility structure (pipe and/or duct). (**Swing-tie referencing**, for surveyors, may also be requested).

2.16 **GUARANTEE restoration** of pavement within limits of the original cut for **3 years**. When inspection holes are in areas other than roadway pavement, the disturbed areas shall be restored, as nearly as reasonably possible, to the condition existing prior to the air/vacuum soil extraction process. Pneumatically tamp to, or **exceed, compaction requirements** of existing standards and supplements; to the extent they apply to excavations. Backfill materials will comply with utility owner specifications.

2.17 Leave the task site in a **clean and safe condition**, as it existed prior to starting services.

2.18 Maintain **compliance with all federal and state mandated programs** with written policy statements and current program status to **protect CLIENT** from any "PASS-THRU" claims or liability.

2.19 Agrees that **no charge or claim for damages** shall be made for delays or hindrances beyond the control of CLIENT during the progress of any portion of the services specified in this agreement.

2.20 **GUARANTEE completeness and accuracy of services** and all supporting data required under obligation for this project, and, at its expense, correct all errors or omissions therein which may be disclosed.

***2.21*** **Requests for payment will include a detailed invoice and Certified Report(s) of ALL services. All *invoiced amounts are due and payable 30 days after invoicing; or, 15 days following receipt of payment from your client or within sixty (60) days of receipt of invoice, whichever shall first occur.***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## 3.0 *SAF-r-DIG* SHALL NOT provide, or be liable, for the following:

3.1 Removal or treatment of **hazardous materials** encountered on or at the task site.

3.2 Field conditions significantly different than those represented by CLIENT; e.g., soil conditions, "as-builts" plans, concrete-slurry encased cables, or tentative drawings may subject estimated costs to re-negotiation.

3.3 Locating **non-detectable utilities such as ACP (asbestos cement pipe), concrete, PVC, PE** and fiber optic cables that are not accessible for signal induction.

3.4 **"PASS-THRU" Expenses**. Additionally, when **prepaid by** ***SAF-r-DIG***, CLIENT is subject to a 15% add-on fee for those expenses. Such items may include but are not limited to; permitting, special traffic control traffic control plans & barricading, special drawings, concrete coring and hazardous materials handling.


*All Rights Reserved*

Exhibit B

AeroTech
MAPPING TECHNOLOGIES

8037 N. 43rd Avenue, Suite 102
Phoenix, AZ 85051
(602) 889-0879
(602) 870-1660 Fax

**April 21, 2008**

Mr. Keith Nath, P.E.
Entellus
2255 North 44th Street, Suite 125
Phoenix, Arizona 85008-3299

Re: Elm Lane

Dear Keith,

AeroTech Mapping Technologies is pleased to present the following proposal for photogrammetric services consisting of the production of 1:1200, two (2) foot topographical information, planimetric detail and orthophoto covering the approximate five-hundred and thirty-two (532) acres located in Avondale, Arizona. The mapping limits are indicated in green on the attached file. Photogrammetric deliverables will be produced from 1:7200 B/W aerial photography captured as part of the L303 / White Tanks Area Drainage Master Plan Update (ADMPU).

Deliverables will consist of hard-copy plots and a CD-ROM containing the Digital Terrain Model information used for the generation of topographical information, the contour information and planimetric detail, a tfw image limit file, the orthophoto image and the orthophoto image limits file which will allow you to bring the image in as a geo-referenced file.

Final delivery of the digital information will be supplied in AutoCad 2002 or as directed by Entellus. Layering scheme will be standard AeroTech Mapping Technologies format or as directed by Entellus.

Aerial ground control for this project has been established as part of the L303 / White Tanks Area Drainage Master Plan Update (ADMPU).

Summary: Scope of work for photogrammetric services.

| | |
|---|---|
| Photography: **B & W** | Overlap: **60%** |
| Contact proofs: **N/A** | Flight scale: **1:7200 / 600' PS** |
| Stereo Model Count: **6** | Mapping Scale: **1" = 100'** |
| Contour Interval: **2 Foot** | Planimetrics: **Full** |
| Digital Orthophoto: **B & W TIFF, 0.50' Pixel** | CAD Format: **AutoCad 2002** |
| Layers: **ATMT or Entellus** | Misc: **N/A** |

**Project estimated schedule: 14** consecutive working days after successful triangulation of the photographic block covering the L303 / White Tanks Area Drainage Master Plan Update (ADMPU).

**Lyle Slater**
Marketing Manager
lslater@atmt-usa.com

**Leo Torres**
President
ltorres@atmt-usa.com

**John Forsman**
Director of Surveys
jforsman@atmt-usa.com

Project accuracy to conform to generally accepted photogrammetric standards established by the American Society of Photogrammetry & Remote Sensing (ASPRS).

**Payment Schedule:** **Fee:** **$5,430.00**

**Terms Net 30 days**

This proposal will remain effective for 60 days after the date of this letter. If you have any questions, please do not hesitate to contact us at any time. AeroTech Mapping Technologies appreciates the opportunity of submitting this proposal and looks forward to working with Entellus.

Your signature in the space provided below will indicate your acceptance of our proposal and serve as our Notice to Proceed.

Sincerely,

Lyle Slater
Marketing Manager

Accepted by:

_____
Keith Nath, P.E.

_____
Date

Exhibit C

Ninyo & Moore
Geotechnical and Environmental Sciences Consultants

April 9, 2008
Proposal No. P-92256

Mr. Keith Nath
Entellus, Inc.
2255 North 44th Street, Suite 125
Phoenix, Arizona 85008

Subject: Proposal to Conduct Geotechnical Evaluation and Phase I Environmental Site Assessment
Elm Lane Storm Drain
Avondale, Arizona

Dear Mr. Nath:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to perform a geotechnical evaluation and a Phase I Environmental Site Assessment (ESA) for the above-referenced site. This proposal outlines our scope of services, estimated fee, project assumptions and anticipated schedule for the work associated with this project.

## SITE/PROJECT DESCRIPTION

The project site is located in Avondale, Arizona and is roughly bound by Central Avenue to the east, Lower Buckeye Road to the south, Frost Lane to the west and Whyman Avenue to the north. This project involves installing drainage improvements and will generally include the installation of approximately 2,000 linear feet of storm drain and possibly two basins. It is anticipated the storm drain will vary in depth from approximately 7 to 12 feet and the basins would likely be probably 4 feet deep. Some property acquisition may be needed for the new basins that could total up to 10,000 square feet.

## GEOTECHNICAL SCOPE OF WORK

We propose the following geotechnical scope of work for this phase of the project:

- Obtain City of Avondale permission to conduct the field work.
- Conduct a visual reconnaissance of the project area and review available geologic literature and aerial photographs of the project area.

- Mark out the borings located in the field and notify Arizona Blue Stake of our drilling activities prior to the drilling work.

- Excavate up to four borings using a truck-mounted drill rig equipped with hollow-stem augers. These borings located within the proposed alignment will extend up to 15 feet deep. A Ninyo & Moore employee will collect ring samples and bulk samples for laboratory testing, and will be responsible for preparation of field boring logs.

- Conduct up to two field infiltration tests (percolation tests). The test procedure will included drilling a +/- 12-inch diameter borehole to a depth of about 4 feet. The hole will be cleaned of loose soil and then a +/- 10-inch inside diameter (+/- 10.5-inch outside diameter) Poly Vinyl Chloride (PVC) casing will be inserted. The PVC casing will be filled with water in order to pre-wet the soil. The test will continue after the prewetting period by refilling the casing and monitoring the drop in water level as a function of time until steady-state conditions are achieved.

- Perform laboratory testing to evaluate the index, compressibility, expansion, and chemical characteristics of the subsurface soils encountered.

- Prepare a geotechnical report that will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design, and recommendations for construction. In addition, the report will contain a vicinity map depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, and laboratory test results. Geotechnical recommendations related to excavation characteristics, side slope stability, pipe bedding, pipe backfilling, subgrade support for pavements, pavement design sections, and the re-use of on-site soils for engineered fill will also be included in this report.

## GEOTECHNICAL FEE ESTIMATE

We propose to perform the work scope described for the geotechnical work described above for a lump sum fee of $7,500 (Seven Thousand Five Hundred Dollars). The estimated fee is based on the scope of services presented above and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time and materials basis.

## GEOTECHNICAL PROJECT ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible and site access will be granted.

- Some ground disturbance should be expected.

- No traffic control measures are needed to perform the work.
- If auger refusal is encountered, we will terminate the boring excavations and backfill the hole.
- Groundwater will not be encountered.
- The borings can be backfilled with the spoils.
- Ninyo & Moore will not be required to obtain any permits or environmental clearance as a part of this project.

## GEOTECHNICAL SCHEDULING

We are prepared to initiate this project immediately upon receiving your authorization to proceed. We anticipate issuing a report within about six weeks from the date of authorization. Preliminary recommendations can be provided about one week after the field work is done.

## PHASE I ESA SCOPE OF SERVICES

The scope of services for this Phase I ESA is consistent with the American Society for Testing and Materials (ASTM) 2005 guidance (Designation Number E1527-05). Furthermore, the proposed scope of services is consistent with United States Environmental Protection Agency Standards and Practices for All Appropriate Inquiries Rule. The objective of this assessment is to evaluate whether past or current activities have resulted in "recognized environmental conditions," as defined in ASTM E 1527-05. We have prepared the following scope of services and fee quotation based on your request and information provided by you.

Ninyo & Moore's proposed scope of work for the Phase I ESA will include the activities listed below.

- Task 1: Physical Review of Site Facilities and Practices
    - Review readily available maps and reports pertaining to the site. The client is requested to provide copies of documents in its possession, if applicable.
    - Conduct interviews with the property owner and the tenant(s) regarding the environmental status of the site.

- Perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls, and possible risks of contamination from activities at the site and adjacent properties.

- Obtain and review on-site regulatory records (e.g., chemical inventory, permits, waste records, etc.).

- Note utility connections at the site.

- Task 2: Assessment of Past and Present Site Usage

  - Review lease records for the site, if provided by the client, to evaluate probable past site uses and their possible impact on the current environmental status of the site.

  - Review owner information provided by the client, including an ASTM user questionnaire. Ninyo & Moore has provided a copy of the user questionnaire to the client with this proposal.

  - Identify previous and existing uses of the site.

  - Review readily available historical documents, including aerial photographs (site and adjacent properties), Sanborn Insurance Maps (site and available adjacent properties), Building Department Records (site only), and Reverse City Directories (site and available adjacent properties), as appropriate.

  - Review readily available local regulatory agency files for the site. Requests will be made to the County Environmental Services Department, the local Air Pollution Control District, and the local Fire and Building Departments.

  - Review readily available regulatory agency databases for the site and for properties located within a specified radius of the site. The purpose of this review is to evaluate the possible environmental impact to the site. Databases will identify locations of known hazardous waste sites, landfills, and leaking underground storage tanks, permitted facilities that utilize underground storage tanks (USTs), and facilities that use, store or dispose of hazardous materials.

  - Conduct interviews with past owner(s) and tenant(s) of the site, if readily available.

- Task 3: Evaluation of Site Characteristics

  - Review available topographic, soil, geologic, and hydrologic information, including depth to groundwater for indications of surface and subsurface characteristics of the properties.

  - Document manmade features, including USTs, aboveground storage tanks, sumps, surface impoundments, septic tanks, oil/water separators, transformers, water wells, dry wells, and storm drains.

- Observe surface drainage, cracking in concrete slabs and foundations, staining, and identify areas of chemical or hazardous material storage.

- Task 4: Adjacent Property Evaluation
  - Evaluate adjacent properties for the potential to contaminate the subject properties. If during the course of our assessment adjacent properties appear to have the potential to contaminate the subject properties, Ninyo & Moore will notify the client regarding the potential need to perform portions of Tasks 1, 2, and 3 on the adjacent suspect property.
  - Conduct interviews with adjacent property owners, if readily available.
- Task 5: Report Preparation
  - Prepare Phase I ESA report documenting findings and providing opinions and recommendations regarding possible environmental impacts at the site. Color photographs and a site diagram will be provided in the report. Three hardcopies of the Phase I ESA report will be submitted.

In accordance with ASTM E 1527-05, the following, which is not intended to be all inclusive, represents out-of-scope items with respect to this Phase I ESA and, therefore, will not be addressed: asbestos-containing materials, radon, lead-based paint, lead in drinking water, regulatory compliance, cultural and historic risk, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality (e.g., vapor intrusion), and high-voltage power lines. In addition, Ninyo & Moore will not address interpretations of zoning regulations, building code requirements, or property title issues.

## PHASE I ESA FEE ESTIMATE

We propose to perform the work scope described for the second phase of work for a lump sum fee of $4,500 (Four Thousand Five Hundred Dollars). The estimated fee is based on the scope of services presented above and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time and materials basis. However, we will notify you immediately if any additional services or charges are appropriate.

## PHASE I ESA PROJECT UNDERSTANDINGS

The following conditions will apply to the performance of the scope of services described herein:

1. The visual observations made by Ninyo & Moore will be limited to surficial areas of the property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal.

2. The Phase I ESA for the property will be conducted by Ninyo & Moore expressly and solely for the client and its assigns. The evaluations, findings, conclusions, and recommendations contained in the site assessment report will represent Ninyo & Moore's professional judgment and opinion. The report will be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records. In the event any conditions differing from or additional to those described in the Phase I ESA are encountered at a later time, Ninyo & Moore reserves the right to review such conditions and to modify, as appropriate, the assessments and conclusions given in the site assessment report.

3. Any use of, or reliance upon, the information, assessments, or conclusions contained in the Phase I ESA report for purposes other than liability assessment shall be at the sole liability of the party undertaking such use.

4. Governmental agencies generally require postal addresses to process requests for records review. Ninyo & Moore anticipates that the site consists of two addresses. If additional addresses are discovered during the Phase I ESA, the client may be contacted for authorization to modify the fee and/or schedule to accommodate additional time required to perform additional requests and agency records review.

5. The client will provide other site addresses that are, or have been in the past, associated with the subject sites.

6. If required to provide information to close data gaps, Ninyo & Moore assumes the client will provide chain of title documentation dating back to 1940 or first development, whichever is earlier.

7. If regulatory reviews for conditions such as, but not limited to, leaking USTs, aquifer protection permits, waste generation compliance, and water quality assurance revolving fund are necessary to complete this study, an additional fee of $500 (Five Hundred Dollars) will be assessed for each such review.

8. The client will provide the name and phone number of a site contact authorized to coordinate the site reconnaissance.

9. The client will provide access arrangements, such as a letter, if required, introducing Ninyo & Moore to property owners and/or tenants for the purpose of gaining full access to the property and its buildings, and access to pertinent records and personnel.

## PHASE I ESA SCHEDULING

Following receipt of your written authorization to proceed, Ninyo & Moore will commence services described herein. We anticipate requiring approximately three to four weeks to complete

the proposed Phase I ESA. This schedule is largely due to the time required to access regulatory agency files.

If this proposal meets your expectations, please sign the attached Work Authorization and Agreement or provide formal authorization in the form of a sub-consultant agreement, purchase order, or work authorization form.

We appreciate the opportunity to be of service to you during this phase of the project.

Sincerely,
**NINYO & MOORE**

Steven D. Nowaczyk, P.E.
Principal Engineer

C. Lee Morris, R.G.
Senior Geologist

SDN/LM/hle

Attachments: Work Authorization and Agreement (Geotechnical)
Work Authorization and Agreement (ESA)
Phase I ESA User Questionnaire

Distribution: (1) Addressee

# WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3001 South 35TH Street, Suite 6
Phoenix, Arizona 85034

PROJECT NO. **P-92256**

1. PROJECT ADDRESS: **Elm Lane Storm Drain, Avondale, Arizona.**
2. PROJECT DESCRIPTION: **Geotechnical Evaluation.**
3. SCOPE OF STUDY: **Please refer to proposal dated April 9, 2008.**
4. FEE: **$7,500 (Seven Thousand Five Hundred Dollars – Lump Sum).**
5. PORTION OF FEE IN ADVANCE OF WORK: **None.**
6. CLIENT: **Entellus, Inc.** PHONE: **602-244-2566**
   **2255 North 44th Street, Suite 125**
   **Phoenix, Arizona 85008**

   CONTACT: **Mr. Keith Nath** PHONE: **602-244-2566**
7. STATEMENT TO BE SENT TO: **Client**

## CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Entellus, Inc.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as Project No. **P-92256** dated **April 9, 2008**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

### STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

### SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

## OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

## BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

## TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus

reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed $50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

## INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgment on a comparative responbility basis under comparative negligence principles (CLIENT responsibility to include that of its agents, employees, and other contractors); and

2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

## DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

**DISPUTES RESOLUTION**

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;

2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

**GOVERNING LAW AND SURVIVAL**

The law of the State of California will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent — Date

Steven D. Nowaczyk, P.E., Principal Engineer — 04/09/08 Date

PM: **SDN**

# WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3001 South 35TH Street, Suite 6
Phoenix, Arizona 85034

PROJECT NO. **P-92256**

1. PROJECT ADDRESS: **Elm Lane Storm Drain, Avondale, Arizona.**
2. PROJECT DESCRIPTION: **Phase I Environmental Site Assessment.**
3. SCOPE OF STUDY: **Please refer to proposal dated April 9, 2008.**
4. FEE: **$4,500 (Four Thousand Five Hundred Dollars – Lump Sum).**
5. PORTION OF FEE IN ADVANCE OF WORK: **None.**
6. CLIENT: **ENTELLUS, INC.** PHONE: **602-244-2566**
   **2255 North 44th Street, Suite 125**
   **Phoenix, Arizona 85008**

   CONTACT: **Mr. Keith Nath** PHONE: **602-244-2566**
7. STATEMENT TO BE SENT TO: **CLIENT**

## CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **ENTELLUS, INC.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as Project No. **P-92256** dated **April 9, 2008**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

### STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental sciences profession practicing contemporaneously under similar conditions in the locality of the project. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities on a particular site. Therefore, CONSULTANT cannot act as an insurer and cannot "certify" that a site is free of environmental contamination. Under no circumstance is any warranty, express or implied, made in connection with the providing of environmental sciences consulting services.

### SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## CONTAMINATED MATERIALS

In performing environmental, hydrologic, or hydrogeologic services, CONSULTANT may excavate or otherwise come in contact with hazardous materials. CLIENT represents that CLIENT has informed CONSULTANT of the presence of any known hazardous materials.

CLIENT recognizes that a project site containing hazardous materials may not perform as anticipated by CLIENT, even though CONSULTANT's services are performed with currently acceptable levels of care and skill. Further, CLIENT acknowledges that, while necessary for site exploration, commonly used exploration methods such as drilling borings and excavating trenches involve an inherent risk. For example, exploration on a project site containing contaminated materials may result in inducing cross-contamination and/or other negative effects.

Unanticipated hazardous materials may be encountered in an area where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs arising out of the discovery of hazardous materials.

CONSULTANT agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event that the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense cost for injury or loss arising from CONSULTANT's discovery of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of development projects and any cost associated with possible reduction of the property's value.

CLIENT will be solely responsible for the ultimate disposal of any materials secured by CONSULTANT which are found to be contaminated. Such materials include, but are not limited to, drilling mud, soil, groundwater, and other materials removed from excavations. Contaminated materials will be placed in suitable storage containers, labeled, and left on site.

## SAMPLE DISPOSAL

CONSULTANT will dispose of soil, rock, and water samples collected for analyses approximately thirty (30) days after the laboratory analysis report date. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

## TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed $50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party defendant. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

## INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgment on a comparative reasonability basis under comparative negligence principles (CLIENT responsibility to include that of its agents, employees, and other contractors); and

2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

## DISPUTES RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;

2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

## GOVERNING LAW AND SURVIVAL

The law of the State of California will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent — Date

**Lee Morris, R.G., Senior Geologist** — 04/09/08 Date

PM: **LM**

Ninyo & Moore

May 9, 2008

Keith Nath
Sr. Project Manager
Entellus, Inc.
2255 North 44th Street, Suite 125
Phoenix, Arizona 85008

**RE: Elm Lane Drainage - Landscape Architecture Services**

In accordance with the Draft Scope of Work dated April 30, 2008, Del Sol Group (DSG) will provide the following task items for the Elm Lane project. The scope of work for this project shall include providing a landscape design solution for the basin located along Lower Buckeye Road, west of Central and an overflow channel south of 103 S. Elm Lane.

**Task 9.0 LANDSCAPE & IRRIGATION PLANS (Allowance)**

1. DESIGN CONSULTANT (Del Sol Group) shall Inventory existing trees, located via GPS survey and catalogue to determine if they are to remain in place, be salvaged for reuse, or demolished. DESIGN CONSULTANT shall identify the tree species, record the caliper, ascertain the general health, and record the viability for transplant. CITY shall provide an existing tree inventory and salvage plan.

2. DESIGN CONSULTANT shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY. DESIGN CONSULTANT shall overlay the existing irrigation location on the paving plan sheets.

3. DESIGN CONSULTANT shall coordinate with the CITY's Landscape Architect to determine the desired types of plant material and irrigation equipment.

4. DESIGN CONSULTANT shall develop 30% Landscape plans showing location and species of proposed new trees, existing trees to remain, and salvaged and relocated trees. Shrub massing shall be shown. Specific shrub species shall be shown at the 30% plan submittal. Plant schedule, landscape notes, and CITY of

Avondale standard landscape details shall be shown. Plant quantities shall be shown at the 30% plan submittal.

5. DESIGN CONSULTANT shall develop 30% Irrigation plans showing locations of existing infrastructure to remain in place and new locations of water meter(s), mainline, and valves. Reclaimed water will be used for irrigation.

6. DESIGN CONSULTANT shall provide a table of contents identifying the specifications that shall be used at the 30% plan submittal, and develop an opinion of probable cost for each plan submittal.

7. DESIGN CONSULTANT shall identify individual shrubs and develop irrigation laterals for the 95% plan submittal.

8. DESIGN CONSULTANT shall generate Landscape and Irrigation specifications at the 95% plan stage.

9. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the storm drain plans or basin plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.

10. DSG to participate in two public meetings as discussed in scope of work.

Del Sol Group will provide the above services for a fee not to exceed **$7,550.00.** Del Sol Group is pleased to provide these services to Entellus and the City of Avondale. Please contact me or Mr. Tom Ehr at (480) 642-9845 if you require any additional information.

Respectfully submitted,

Noelle Sanders

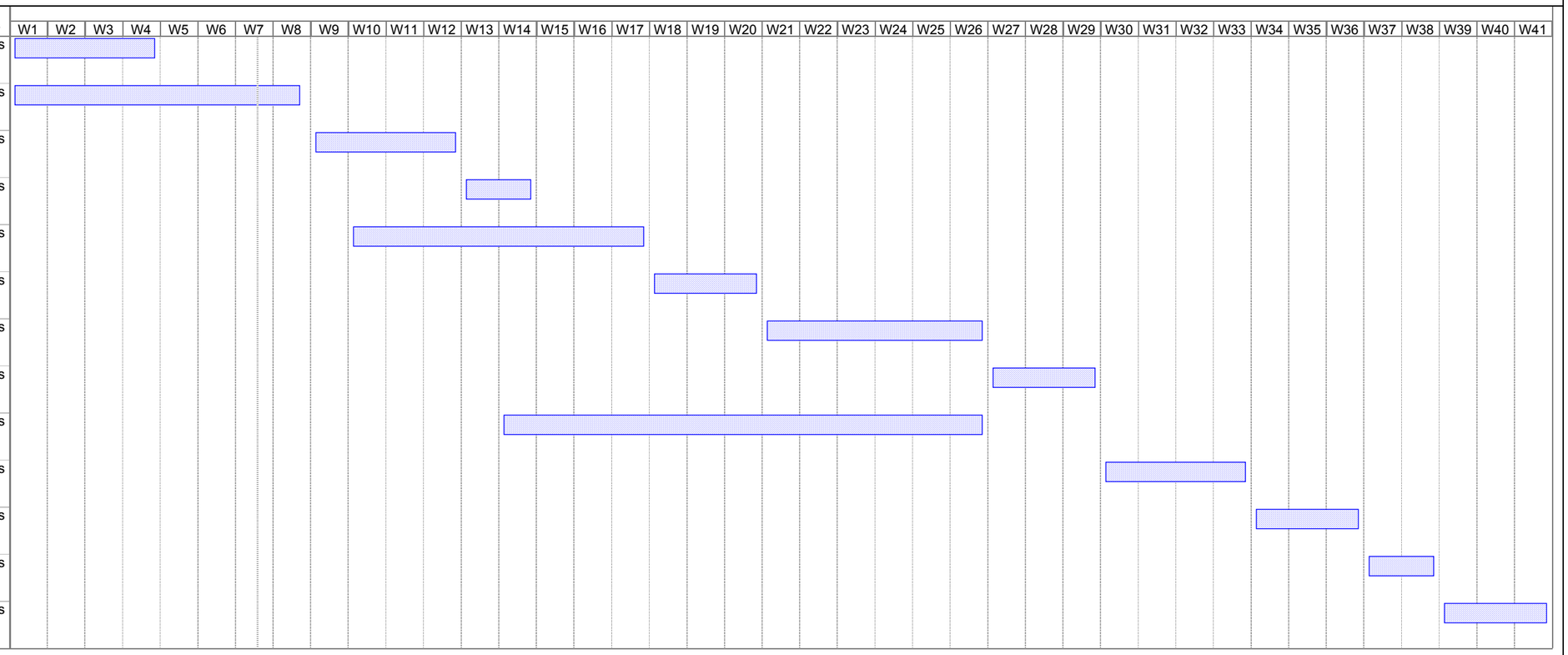
Noelle Sanders, Principal

cc: T.Ehr/DSG

City of Avondale
Elm Lane Drainage Mitigation Service
City of Avondale Project #ST1158

**Exhibit E**

| ID | Task Name | Duration From NTP |
|---|---|---|
| 1 | Data Collection | 4 wks |
| 2 | Draft Comprehensive Drainage Report | 8 wks |
| 3 | Final Comprehensive Drainage Report | 4 wks |
| 4 | Public Meeting #1 | 2 wks |
| 5 | 30% Plans | 8 wks |
| 6 | 30% Plan Review | 3 wks |
| 7 | 60% Plans | 6 wks |
| 8 | 60% Plan Review | 3 wks |
| 9 | ROW/Easment Acquisition Documents | 13 wks |
| 10 | 95% Plans | 4 wks |
| 11 | 95% Plan Review | 3 wks |
| 12 | Final Plans | 2 wks |
| 13 | Bidding | 3 wks |




Project: Elm Lane Project Schedule
Date: Thu 6/12/08

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

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

[Fee Proposal]

See following page.

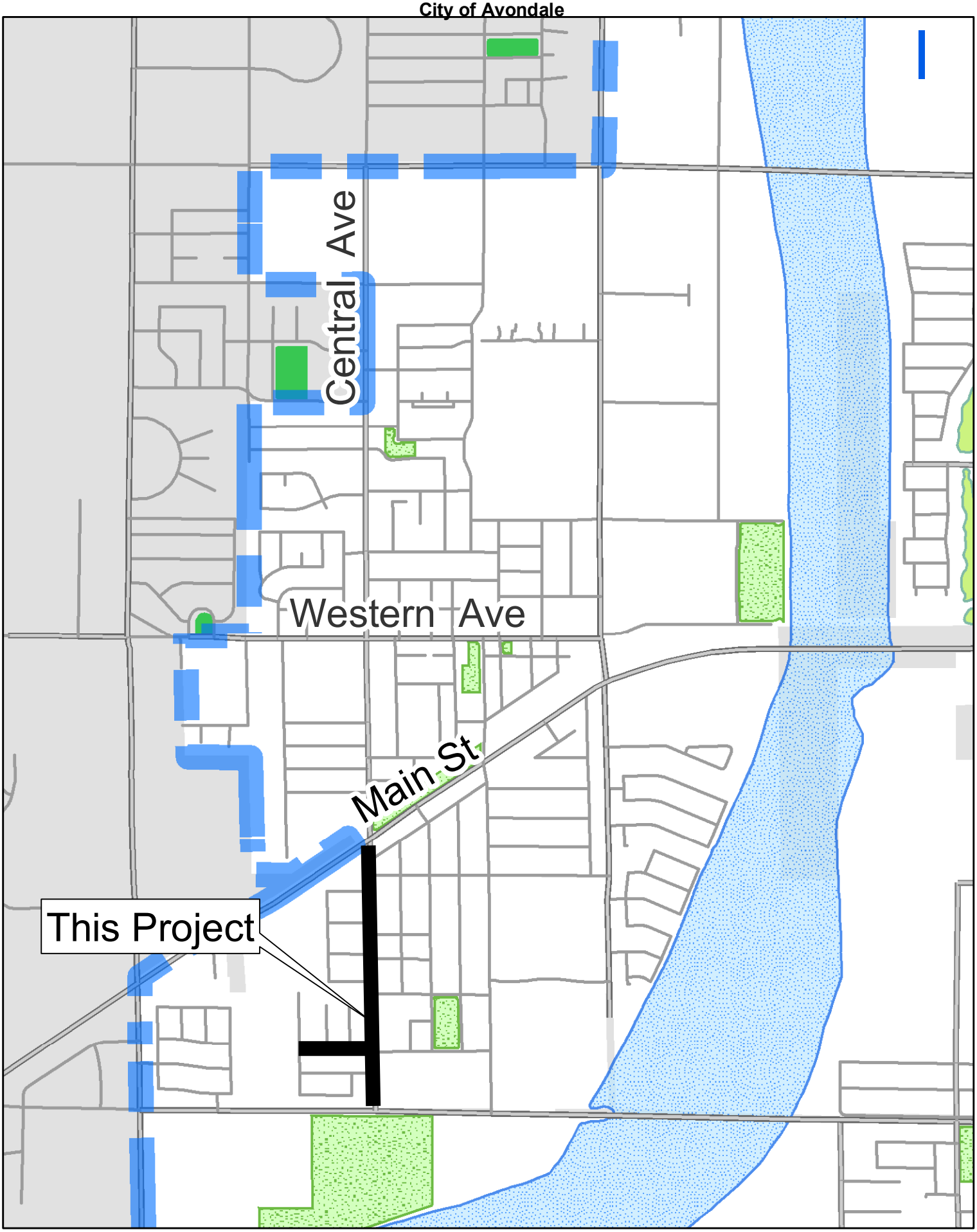
# Exhibit F

**Base Contract**

**City of Avondale**
**Elm Lane Drainage Mitigation**
**Entellus Project No. C435.012**

| Task No. | | P | PM | RLS | PE | EIT | Tech | Clerical | Survey | Total Hours | Labor Cost $ | Expenses Description | Expenses Cost $ | Total Cost $ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $201 | $163 | $117 | $110 | $80 | $65 | $55 | $150 | | | | | |
| **B 2.0** | **Data Collection** | **1** | **4** | | **6** | **8** | **2** | **1** | | **22** | **$2,338** | Copies | **$100** | **$2,438** |
| **B 3.0** | **Public Utility Coordination** | **1** | **8** | | **16** | **8** | **4** | **2** | | **39** | **$4,275** | Postage & Copies | **$200** | **$4,475** |
| **B 4.0** | **Utility Locating Service (Allowance)** | | **2** | | **4** | | | **2** | | **8** | **$876** | Sub Consultant | **$10,500** | **$11,376** |
| **B 5.0** | **Progress Meeting** | **3** | **18** | | **24** | | | **6** | | **51** | **$6,507** | Mileage | **$200** | **$6,707** |
| **B 6.0** | **Public Meetings** | **6** | **12** | | **12** | **4** | **8** | **4** | | **46** | **$5,542** | Mileage, Copies, Snacks | **$300** | **$5,842** |
| **B 7.0** | **Project Management** | **4** | **36** | | **20** | | | **12** | | **72** | **$9,532** | Printing | **$100** | **$9,632** |
| **B 8.0** | **Mapping & Preliminary Survey** | | **3** | **9** | **5** | | **1** | **2** | **51** | **71** | **$9,917** | | **$5,630** | **$15,547** |
| | 1.0 Control | | | 4 | | | | | 12 | 16 | $2,268 | Mileage | $200 | $2,468 |
| | 2.0 Benchmark Sketch | | | 2 | | | 1 | | | 3 | $299 | | | $299 |
| | 3.0 Additional Survey | | 1 | 1 | 1 | | | | 23 | 26 | $3,840 | | | $3,840 |
| | 4.0 Finish Floor Elevations | | | 2 | | | | | 16 | 18 | $2,634 | | | $2,634 |
| | 5.0 Mapping | | 2 | | 4 | | | 2 | | 8 | $876 | Sub Consultant | $5,430 | $6,306 |
| **B 9.0** | **ROW Acquisition** | | **6** | **40** | | **2** | **32** | **2** | | **82** | **$8,008** | | | **$8,008** |
| | 1.0 Research | | 2 | 4 | | | 4 | | | 10 | $1,054 | | | $1,054 |
| | 2.0 Right-of-Way Strip Map | | 1 | 12 | | | 6 | | | 19 | $1,957 | | | $1,957 |
| | 3.0 Legal Descriptions & Exhibits | | 2 | 24 | | | 18 | 2 | | 46 | $4,414 | | | $4,414 |
| | 4.0 Submit Legal Descriptions, Exhibits Parcel Map and ROW Strip Map | | 1 | | | 2 | 4 | | | 7 | $583 | | | $583 |
| **B 10.0** | **Drainage Study** | **2** | **48** | | **116** | **64** | **50** | **6** | | **286** | **$29,686** | | **$200** | **$29,886** |
| | 1.0 Comprehensive Drainage Study for Up to Four (4) Alternatives | 1 | 32 | | 60 | 32 | 40 | | | 165 | $17,177 | | | $17,177 |
| | 2.0 Draft Report | | 12 | | 40 | 24 | 8 | 4 | | 88 | $9,016 | Printing | $100 | $9,116 |
| | 3.0 Final Report | 1 | 4 | | 16 | 8 | 2 | 2 | | 33 | $3,493 | Printing | $100 | $3,593 |
| **B 11.0** | **Geotechnical Investigation (Allowance)** | | **1** | | **2** | | | **2** | | **5** | **$493** | Sub Consultant | **$7,500** | **$7,993** |
| **B 12.0** | **Phase 1 Env. (Allowance)** | | **1** | | **2** | | | **1** | | **4** | **$438** | Sub Consultant | **$4,500** | **$4,938** |
| **C 2.0** | **Final Design Survey** | | **1** | **4** | | | **22** | **2** | **38** | **67** | **$7,871** | Mileage | **$200** | **$8,071** |
| **C 3.0** | **Preliminary (30%) Plans** | | **20** | | **40** | **60** | **320** | **2** | | **442** | **$33,370** | Printing | **$500** | **$33,870** |
| **C 4.0** | **ROW Submittal** | | **1** | | **2** | | **4** | **1** | | **8** | **$698** | | | **$698** |
| **C 5.0** | **Preliminary (60%) Plans** | | **24** | | **40** | **60** | **284** | **2** | | **410** | **$31,682** | Printing | **$600** | **$32,282** |
| **C 6.0** | **Pre-Final (95%) Plans** | **1** | **12** | | **32** | **24** | **80** | **1** | | **150** | **$12,852** | Printing | **$600** | **$13,452** |
| **C 7.0** | **Final (100%) Construction Documents** | | **4** | | **16** | **8** | **28** | **1** | | **57** | **$4,927** | Printing | **$200** | **$5,127** |
| **C 8.0** | **Landscape & Irrigation (Allowance)** | | **2** | | **4** | | **2** | **1** | | **9** | **$951** | Sub Consultant | **$7,550** | **$8,501** |
| **D** | **Post Design Services** | | **6** | | **8** | | **2** | **1** | | **17** | **$2,043** | | | **$2,043** |
| | **TOTAL** | **18** | **209** | **53** | **349** | **238** | **839** | **51** | **89** | **1,846** | **$172,006** | | **$38,880** | **$210,886** |

City of Avondale




Vicinity Map
Elm Lane Drainage Project

# CITY COUNCIL REPORT

**SUBJECT:**
Purchase of Information Technology Wireless Equipment

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Mark Neerings

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the purchase of equipment and related installations services from Network Infrastructure Corporation for the replacement of a failed wireless link, and approve the transfer of contingency funds in the amount of $62,579.30.

**BACKGROUND:**

Prior to the opening of City Hall, the Information Technology Department installed a wireless link (by Terabbeam) connecting City Hall and the Police Jail buildings. At the time of installation, a three year equipment warranty was purchased. The manufacturer subsequently went out of business, ending support for our installed equipment. We have not experienced major issues with the link since installation.

On May 21st, 2008 the wireless link between the Police Jail and City Hall buildings began experiencing data transmission errors. Our wireless engineer diagnosed the issue and determined that the Police Jail system's automatic tracking is failing to maintain the connection with the City Hall system. Currently, our wireless engineer is manually adjusting these systems on a daily basis in order to maintain the communication link.

**DISCUSSION:**

This link provides primary network communications for the Police Jail, Fire Station 171, Old Town Library, Neighborhood and Family Services, Avondale Traffic Systems and is considered a backup link for the Field Operations, Municipal Operations, and Waste Water should their primary link fail.

The equipment manufacturer for the new equipment purchase will be Ceragon and has been in business for over 12 years. They have has installed a number of system links throughout the Phoenix area including ParadiseValleySchool District with 52 wireless links. The Ceragon equipment will have a 5 year warranty period.

**BUDGETARY IMPACT:**

This purchase is unplanned and un-budgeted in Fiscal Year 2008-2009, therefore, staff is requesting the use of contingency funds in the amount of $62,579.30. All of the equipment and installation services will be purchased utilizing the Mohave State Contract 06F-NIC-0721.

**RECOMENDATION:**

Staff recommends that the City Council approve the purchase of equipment and related installation services from Network Infrastructure Corporation for the replacement of this failed wireless link and approve the transfer of contingency funds in the amount of $62,579.30.

## ATTACHMENTS:

**Click to download**

- City Hall to Police Jail wireless link scope of work

# City of Avondale

# Scope of Work

# Police Department – City Hall Microwave Link

**Mohave Contract: 06F-NIC-0721**

This Statement of Work (SOW) is made and entered into between Network Infrastructure Corporation (NIC), an Arizona corporation, with offices at 1131 W. Warner Rd., Suite 111, Tempe, AZ 85284 and City of Avondale (Customer). This SOW defines the services and deliverables that NIC shall provide to the Customer under the terms of the Agreement ("Services"). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other Statements of Work, which may be executed and attached to this Agreement. Acceptance of this proposal is subject to the Mohave Contract Terms and Conditions.

The information contained in this Statement of Work is ***confidential and privileged***. It is intended to be reviewed only by the Organization named above. If you are not an authorized employee of the organization, you are hereby notified that any review, dissemination or copying of this Statement of Work is prohibited.

# Table of Contents

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Pricing Summary....6
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## Wireless Overview

NIC has been approached by City of Avondale to provide alternative wireless solutions to replace the existing system connecting the police department to city hall. NIC is recommending the Ceragon 1500P FibeAir 18GHz system in 400Mbps full duplex configuration with full five year warranty package*.

***400 MBPS is contingent upon promo from Manufacture.**

**Assumptions:**

- NIC verified line of site between all locations.
- NIC assumes new steel pipe mounts will be utilized at all locations.
- NIC will connect existing 120VAC power in existing cabinets to new power injectors.
- NIC will provide IP addressing scheme for radio programming (by NIC) and will be responsible for final implementation of wireless links into the network.
- **Depending on timing of project funding, there may be a promotion by Ceragon allowing a Gig-E 400Mbps solution for the exact same price of a 100Mbps system, plus additional costs of extended warranty.**

# Task 1 – Wireless Installation

## NIC Tasks

1. Once the purchase order is received from the customer, the NIC purchasing department will procure the microwave equipment listed in the final design estimate. This equipment will be shipped to NIC.

    a. Complete all necessary FCC documentation (if applicable).

    b. Complete inventory of materials to ensure order is complete.

    c. Log all serial numbers of all equipment with manufacturers for warranty registration.

    d. Label all equipment per location.

    e. Power-up and pre-test equipment prior to deployment.

    f. Program new IP addressing scheme.

    g. Re-pack equipment and load for transportation to job site.

2. Installations will be accomplished as follows:

    a. Mobilize equipment and installation crew to job site.

    b. Add 2ea. additional tower sections and relocate antennas as needed.

    c. Install necessary mounts at each location.

    d. Install antenna(s) at each location.

    e. Install necessary equipment cabinet at each location.

    f. Connect customer supplied power to all cabinets unless otherwise specified.

    g. Install appropriate cabling from radio(s) to antenna(s).

    h. Install all connectors, grounds & necessary support hardware.

    i. Weather-seal all exterior connections.

    j. Power-up all devices and confirm operational status.

3. Complete installation @ all locations as follows:

    a. Path-align antennas to manufacturer specifications & lockdown.

    b. Provide CAT5 interconnect cable between radios and existing network devices (Switch or Router).

    c. Document final Receive Signal Levels (RSL) & azimuth settings.

d. Perform bandwidth testing between each link and document.

e. Perform end-to-end (ping) testing throughout system.

## Proposal Acceptance

I understand that work to be performed is "as per" this Statement of Work. My signature below verifies that I have read and understood this proposal and statement of work and agree to the Pricing and Terms and Conditions.

## Billing Schedule

NIC will invoice according to the following schedule:

- 100% of materials upon receipt of materials.
- The balance of the contract upon customer acceptance.
- NIC invoices will be submitted each month for work completed and materials purchased in that month.
- NIC invoices are due 30 days from the date of the invoice.

## Pricing Summary

| **FCC Licensed Ceragon FibeAir 1500P 400Mbps PTP Link** | |
|---|---|
| Materials | $ 51,283.78 |
| Labor | $ 8,380.00 |
| *Tax | $ 2,915.52 |
| **Grand Total** | **$ 62,579.30** |

* Applicable taxes will be charged

Network Infrastructure Corporation

By: _____

Name: _____

Title: _____

Date: _____

City of Avondale

By: _____

Name: _____

Title: _____

Date: _____

# STANDARD TERMS AND CONDITIONS

** Mohave Contract Terms Supersede

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding *ten* days (*10*) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net *30* days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC within *30* calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC in connection therewith and, in addition, the reasonable value of NIC's time and expenses spent in connection with such collection action, computed at NIC's prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by NIC.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

RISK OF LOSS OR DAMAGE: NIC shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until they are delivered to the customer's site, at which time the customer assumes such risk. Risk of loss/damage to the customer provided equipment shall remain with the customer.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than *One Million Dollars ($1,000,000.00)*

BOND: Costs of Performance and Payment bond is not included. If required, NIC shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy.

OWNERSHIP: NIC shall retain ownership of all materials supplied until final payment for same is received. NIC may retrieve from the Customers premises any material supplied where payment has not been tendered. The Uniform Commercial Code of Arizona shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits

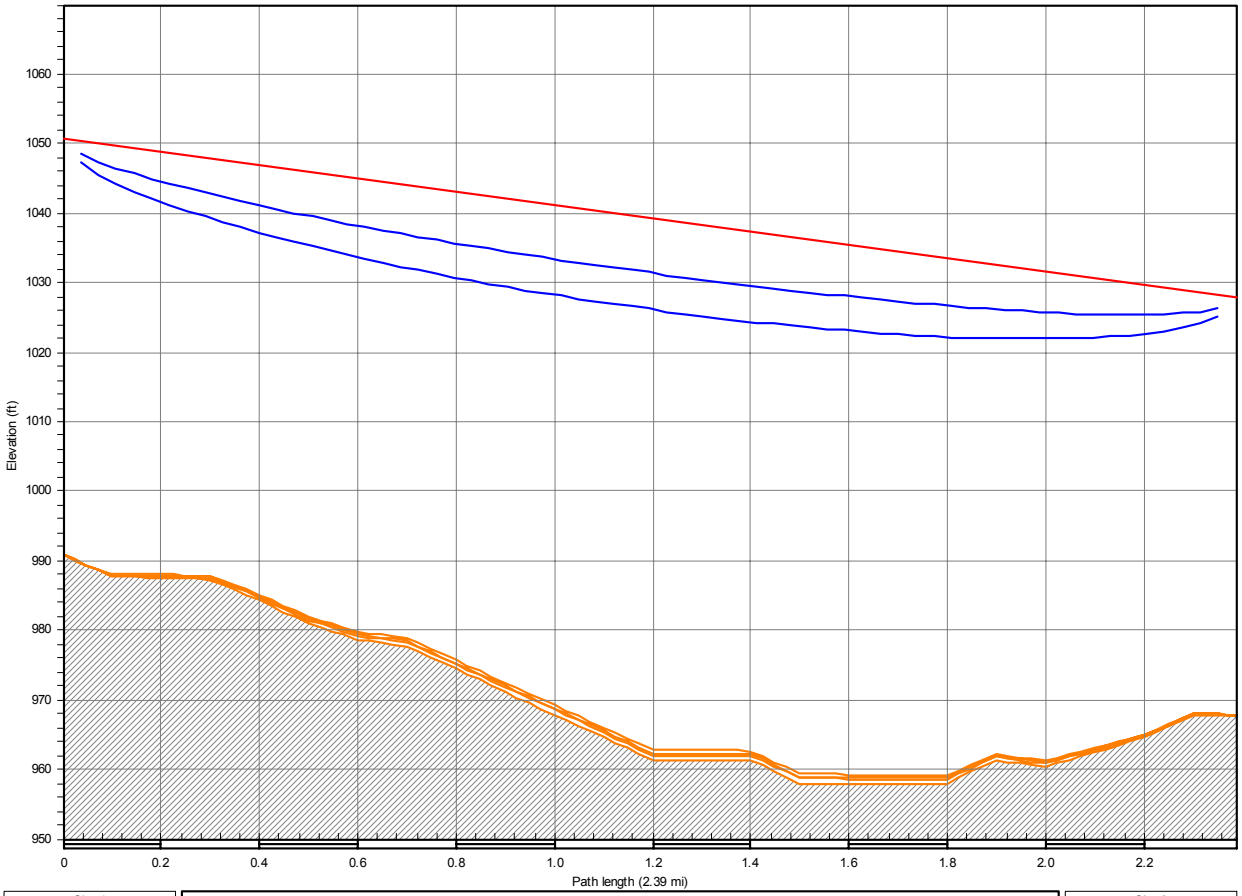
LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law.

## Link / Path Documentation:




| Site 1 | | Site 2 | |
|---|---|---|---|
| Latitude | 33 26 40.01 N | Latitude | 33 26 05.85 N |
| Longitude | 112 18 15.90 W | Longitude | 112 20 38.92 W |
| Azimuth | 254.11° | Azimuth | 74.09° |
| Elevation | 991 ft ASL | Elevation | 968 ft ASL |
| Antenna CL | 60.0 ft AGL | Antenna CL | 60.0 ft AGL |

Frequency (MHz) = 18000.0
K = 1.33, 0.68, 1.00
%F1 = 100.00, 60.00

Customer Network

Aug 27 07

| | Site 1 | Site 2 |
|---|---|---|
| Elevation (ft) | 990.81 | 967.85 |
| Latitude | 33 26 40.01 N | 33 26 05.85 N |
| Longitude | 112 18 15.90 W | 112 20 38.92 W |
| True azimuth (°) | 254.11 | 74.09 |
| Vertical angle (°) | -0.12 | 0.09 |
| Antenna model | HP2-18 | HP2-18 |
| Antenna height (ft) | 60.00 | 60.00 |
| Antenna gain (dBi) | 38.60 | 38.60 |
| Connector loss (dB) | 1.00 | 1.00 |
| Frequency (MHz) | 18000.00 | |
| Polarization | Vertical | |
| Path length (mi) | 2.39 | |
| Free space loss (dB) | 129.26 | |
| Atmospheric absorption loss (dB) | 0.21 | |
| Field margin (dB) | 2.00 | |
| Net path loss (dB) | 56.27 | 56.27 |
| Radio model | FibeAir 1125P 18GHz | FibeAir 1125P 18GHz |
| TX power (watts) | 0.13 | 0.13 |
| TX power (dBm) | 21.00 | 21.00 |
| EIRP (dBm) | 58.60 | 58.60 |
| Emission designator | 25M0D7W | 25M0D7W |
| RX threshold criteria | BER 10-3 | BER 10-3 |
| RX threshold level (dBm) | -75.50 | -75.50 |
| Maximum receive signal (dBm) | -19.00 | -19.00 |
| RX signal (dBm) | -35.27 | -35.27 |
| Thermal fade margin (dB) | 40.23 | 40.23 |
| Dispersive fade margin (dB) | 57.30 | 57.30 |
| Dispersive fade occurrence factor | 1.00 | |
| Effective fade margin (dB) | 40.15 | 40.15 |
| Geoclimatic factor | 2.80E-06 | |
| Path inclination (mr) | 1.82 | |
| Fade occurrence factor (Po) | 1.09E-05 | |
| Average annual temperature (°F) | 50.00 | |
| Worst month - multipath (%) | 100.00000 | 100.00000 |
| (sec) | 2.77e-03 | 2.77e-03 |
| Annual - multipath (%) | 100.00000 | 100.00000 |
| (sec) | 8.32e-03 | 8.32e-03 |
| (% - sec) | 100.00000 - 0.02 | |
| Rain region | ITU Region F | |
| Flat fade margin - rain (dB) | 40.23 | |
| Rain rate (mm/hr) | 168.35 | |
| Rain attenuation (dB) | 40.20 | |
| Annual rain (%-sec) | 99.99998 - 5.04 | |
| Annual multipath + rain (%-sec) | 99.99998 - 5.06 | |

Mon, Aug 27 2007
Site 1-Site 2.pl4
Reliability Method - ITU-R P.530-7/8
Rain - Crane

Network Infrastructure Corporation™
1131 W Warner Rd Suite 111 Tempe, AZ 85284 Phone: 480-850-5050 Fax: 480-850-5051

| | |
|---|---|
| Customer: | City of Avondale |
| Project Name: | Police Department-City Hall MW |
| Quote Number: | 70665-01-03 |
| Quote Date: | 6/17/2008 |
| Quote Expiration: | 30 Days from Quote Date |
| Contract: | Mohave 06F-NIC-0721 |

**Scope of Work**

New Telcom Link per attached Scope
Purchase Order constitutes acceptance of Scope/Proposal

| Manufacturer | PartNo | Description | Qty | UI | UnitPrice | Extended |
|---|---|---|---|---|---|---|
| | | EQUIPMENT AND SHIPPING | | | | |
| | FCC Licensed 18GHz | Police Department - City Hall | | | | |
| Ceragon | 15P-IDC-ET-EOW | IDC with Ethernet wayside with EOW (with Ethernet or Ethernet+8T1 IDM's) | 2 | EA | $1,547.54 | $3,095.08 |
| Ceragon | 15P-IDU | IDU 1500P chassis | 2 | EA | $515.70 | $1,031.40 |
| Ceragon | 15PI-100ET | IDM-FE 100Mbps 100BTX Electrical FE | 2 | EA | $4,822.20 | $9,644.40 |
| Ceragon | 15P-BLANK | IDM-Blank | 2 | EA | $20.25 | $40.50 |
| Ceragon | 15P-OX-F-18-TL | 1500P ODU, FCC, 18GHz, Low, XPIC Support | 1 | EA | $7,254.00 | $7,254.00 |
| Ceragon | 15P-OX-F-18-TH | 1500P ODU, FCC, 18GHz, High, XPIC Support | 1 | EA | $7,254.00 | $7,254.00 |
| Ceragon | A-2-18 | 2' Antenna, 18GHz, Ceragon Interface | 2 | EA | $951.30 | $1,902.60 |
| Ceragon | CVEM | Ceraview Element Manager (Windows/Unix), per Link | 1 | EA | $202.50 | $202.50 |
| Ceragon | Lightning-Arrestor | Lightning Arrestor (Recommended; 2ea per IDU/ODU) | 4 | EA | $145.80 | $583.20 |
| Ceragon | FCC-Single Carrier | FCC Coordination and Licensing (18/23 Ghz), per SINGLE carrier path, Includes frequency coordination, microwave path data sheet, statement of use & qualifications, prior coordination notices, individual case resolution, electonic filing of FCC forms and FCC filing fee. | 1 | EA | $3,330.00 | $3,330.00 |
| Ceragon | Cable-500 | Belden 9914 Cable, 500' Roll | 1 | EA | $715.50 | $715.50 |
| Ceragon | N-Connector | Type N Crimp Connector | 12 | EA | $9.00 | $108.00 |
| Ceragon | Ground-LMR | Ground Kit for 9914 Cable | 4 | EA | $41.40 | $165.60 |
| HD | MISCHDWE-5 | Misc. Hardware Kit | 1 | EA | $450.00 | $450.00 |
| Ceragon | CER-EW-AR-24-18G-NP-Link | Ext Warranty PLUS 24-Hour in-warranty guaranteed adv repl service during warranty period. | 4 | YR | $3,332.00 | $13,328.00 |
| Ceragon | CER-EW-18G-NP-Link | Extended Warranty (per year). (Upgrade Year 1 to AR) | 1 | YR | $1,666.00 | $1,666.00 |
| Ceragon | AC-DC-5A | AC-DC Power Supply (110VAC to 48VDC at 5A) | 2 | EA | $256.50 | $513.00 |
| | | Subtotal | | | | $51,283.78 |

| | |
|---|---|
| Total Materials | $51,283.78 |
| Total Labor | $8,380.00 |
| Estimated Tax | $2,915.52 |
| **Grand Total** | **$62,579.30** |

The information contained in this summary is the property of Network Infrastructure Corporation (NIC) and is privileged and confidential. Any copying or distribution of this information is strictly prohibited without the written consent of NIC.

# DEVELOPMENT SERVICES

**SUBJECT:**
Final Plat for Mirabella Apts. (FP-07-10)

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Brian Berndt, Development Services Director (623) 333-4011

**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Final plat approval for Mirabella Apartments.

**PARCEL SIZE:** 33.55 acres

**LOCATION:** South of the SWC of Indian School and El Mirage Roads

**APPLICANT:** Jeremy McAlister, Knudsen-Smith Engineering, Inc.

**OWNER:** Mirabella Avondale Apartments, LLC

**SUMMARY OF REQUEST:**

A request to plat a property totaling 33.55 gross acres into two lots. Lot 1 will be 15.67 acres; Lot 2 will be 16.80 acres; approximately 0.28 acres is being dedicated as right-of-way along El Mirage Road.

The Mirabella Apartments site is zoned Multiple Family R-4, and has an approved site plan (case DR-06-31). Lot 1 is abutted by a Roosevelt Irrigation District (RID) canal easement on the northwest, the Corte Sierra residential subdivision on the west, and El Mirage Road on the east; Lot 2 contains a 24-foot RID canal access easement in the southwest corner, and is bounded by the Corte Sierra residential subdivision on the west, El Mirage Road on the east, and a RID canal along the south lot line.

**PLANNING COMMISSION ACTION:**

The Planning Commission does not review final plats.

**ANALYSIS:**

- The proposed plat will subdivide the 33.55 acre parent property into two Lots. In addition to creating two lots, the developer will dedicate right-of-way to the City for El Mirage Road 45-feet half street (northern portion) and 33-feet half street (remainder to the south).
- The lot lines and right-of-way dedication conform to the approved site plan (case DR-06-31).
- The approved right-of-way complies with the City Transportation Plan and traffic requirement.
- Staff has included one stipulation of approval.

**FINDINGS:**

The proposed final plat meets the following findings:

- It conforms to the General Plan.
- It conforms to the Zoning Ordinance.
- It conforms to the City's Subdivision Regulations.
- It conforms to the El Mirage Apartments site plan (case DR-06-31).

## RECOMMENDATION:

Staff recommends that the City Council APPROVE the proposed final plat subject to the following stipulation:

1. The recorded plat shall conform to the Final Plat City of Avondale Development Services Department date stamped June 26, 2008.

## PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application FP-07-10, a request for final plat approval for Mirabella Apartments, subject to the one stipulation recommended by staff.

## ATTACHMENTS:

**Click to download**

- Vicinty Map
- Aerial

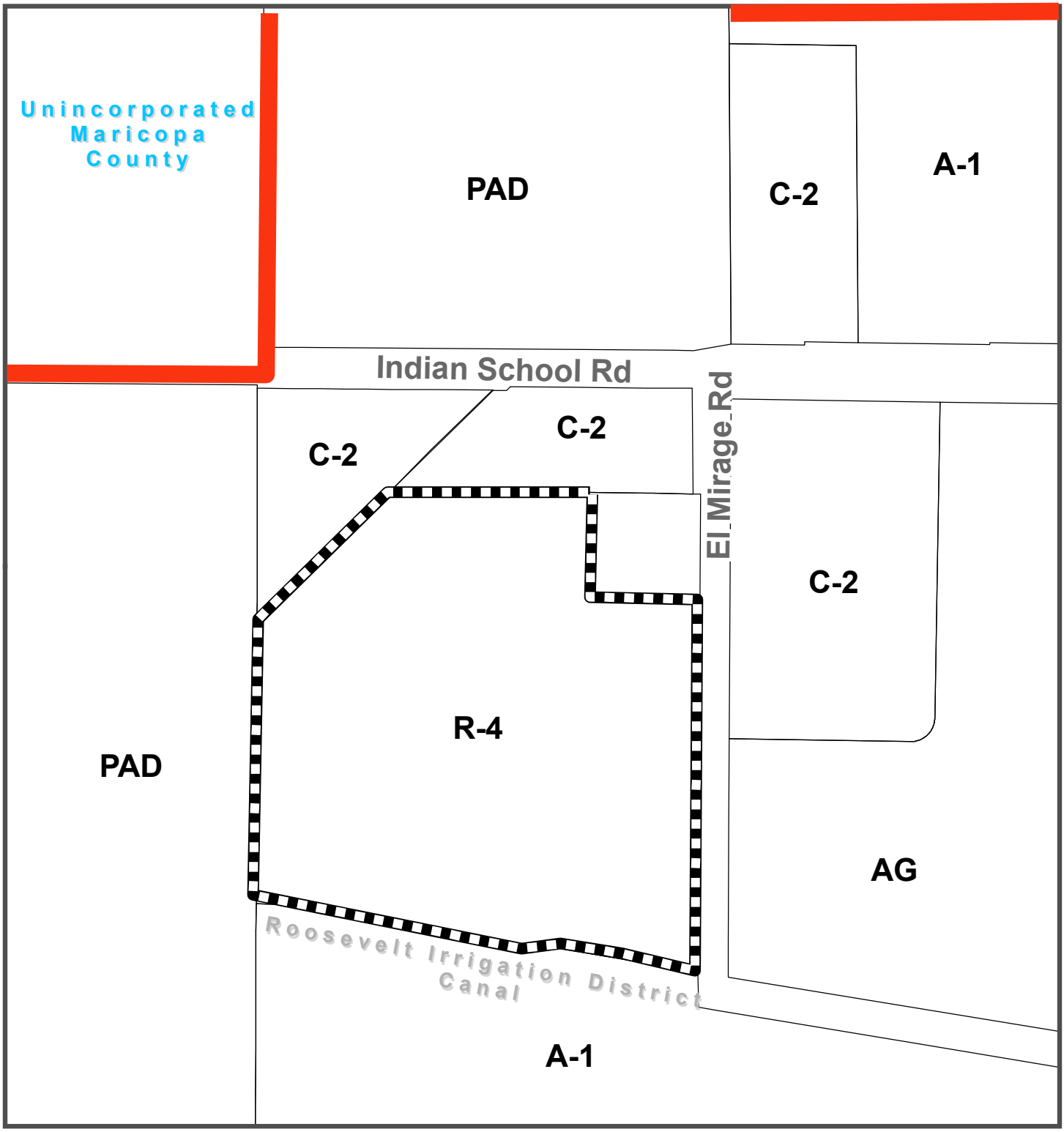
## FULL SIZE COPIES (Council Only):

Mirabella Apts. (FP-07-10) Final Plat

## PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A

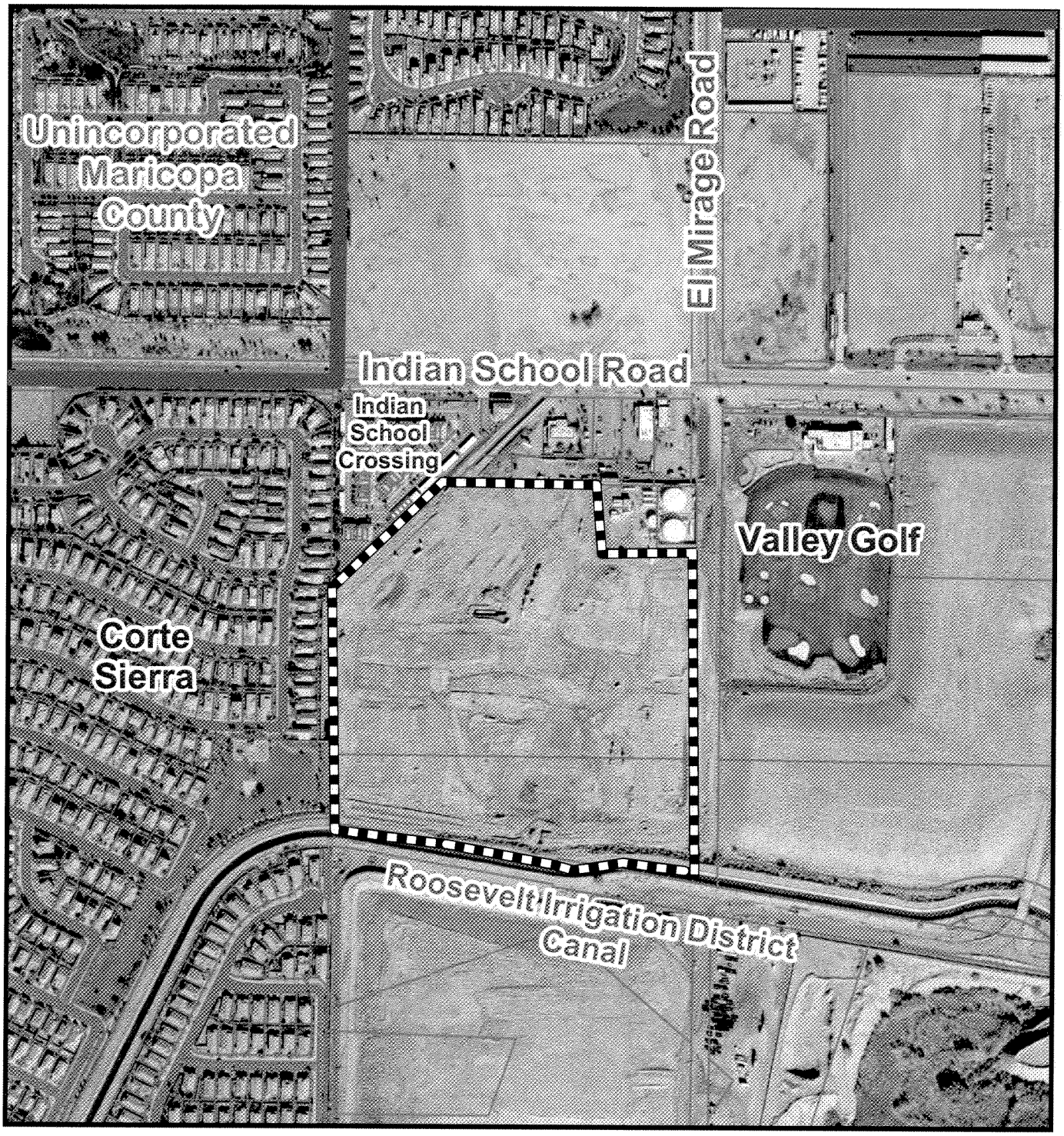



# Zoning Map
# FP-07-10

Avondale

Subject Property

Exhibit B




## 2008 Aerial Photo

Avondale

Subject Property

# CITY COUNCIL REPORT

**SUBJECT:**
Resolution 2758-708 - IGA - Department of Public Safety for a Gang Officer Position

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Kevin Kotsur, Chief of Police 9623)333-7201

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Arizona Department of Public Safety (DPS) and the City of Avondale to assign an officer full-time to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM); and approve an increase in the Police Department staffing authorization of 1.0 FTE.

**BACKGROUND:**

According to a June 3, 2008 report co-authored by the DPS State Gang Task Force, the State of Arizona, to include the West Valley, is experiencing an increase in documented gang related criminal activity. The most dangerous gang trend we face today involves the changing relationship between the Arizona Mexican Mafia prison gang and criminal street gangs. Between 1999 and 2007, these two separate entities merged to form one of the most organized and violent criminal organizations.

**DISCUSSION:**

GIITEM provides an opportunity to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of DPS and the public safety entities that they partner with. GIITEM officers address criminal street gangs throughout the State of Arizona and officers assigned to GIITEM serve as liaisons between their respective Police Department and DPS, allowing for a more timely and pro-active response to gang issues within their City.

GIITEM's unique approach brings together law enforcement and prosecution agencies from state, county, municipal, federal and tribal jurisdictions in a coordinated, intelligence-driven approach to deal with gangs on a large scale. Traditionally, Arizona agencies addressed the gang problem individually rather than collectively. This separate approach resulted in displacement rather than focused and directed gang enforcement efforts and identification. The primary benefit of the GIITEM project is the combined resolution of the involved agencies and citizens, who ultimately are the recipients of the project's services, to cripple gangs in the state rather than displacing gang related problems into adjoining jurisdictions. (Arizona Department of Public Safety GIITEM website – Gang Enforcement History)

The Avondale Police Department is seeking to assign one officer, full-time, for one year to GIITEM where they will serve as a liaison directly to DPS and where they will address with other GIITEM officers, criminal street gangs throughout the State of Arizona and in the City of Avondale. Relative to the amount of actual time that GIITEM officers will be in our City investigating gang related incidents is dependent upon the number of criminal incidents determined to be or that are believed to be gang related. Many issues and gang members cross city jurisdictional lines and by resolving

issues in one city, it may resolve and/or have a positive impact on gang related issues in Avondale.

Additionally, the Avondale Police Department will be participating in the Gang Liaison Officer (GLO) Program. At least one interested officer from each patrol team, to include personnel from the Street Crimes Unit and the School Resource Detectives, will attend this free continuing training sponsored by DPS. These trained officers will still work their assigned shift and beat, answering calls for service, but will be trained to assist other officers with gang related issues. Benefits of the GLO Program include the documentation and tracking of identified gang members, increased community awareness, enhanced resources in gang suppression, supplements the GIITEM Program, deters criminal gang activity through investigations, arrest and prosecution and provides anti-gang awareness training to communities and schools.

Under this IGA, DPS will reimburse the City of Avondale for 85% of payroll expenses of the officer related to this assignment, leaving a balance of $18,750 which will be covered within the Police Department budget. The IGA shall be for a term of one (1) year after the IGA has become effective, but shall automatically renew upon the first day of the following year.

**BUDGETARY IMPACT:**

GIITEM has committed financially to fund 85% of the assigned officer's payroll expenses related to this assignment, including salary, shift differential pay, a DPS vehicle, benefits and employee related expenses (employer's workman compensation and social security at established rates, vacation and sick leave taken while working GIITEM.) DPS will reimburse overtime compensation up to eight (8) hours per month. The cost sharing between the City of Avondale and DPS is as follows:

- Total Yearly salary and ERE for the assigned GIITEM Officer: $125,000
- DPS will reimburse 85% of the officer's payroll expenses related to GIITEM: $106,250
- The city of Avondale would pay the remaining 15% of the officer's salary: $18,750. It is proposed that the Police Department use salary savings to pay the remaining 15%.

**RECOMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Arizona Department of Public Safety (DPS) and the City of Avondale to assign an officer full-time to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM); and approve an increase in the Police Department staffing authorization of 1.0 FTE.

**ATTACHMENTS:**

**Click to download**

RES - 2758-708

**RESOLUTION NO. 2758-708**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION PROGRAM.

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

SECTION 1. That the intergovernmental agreement with the State of Arizona, acting by and through its Department of Public Safety, relating to participation in the Gang & Immigration Intelligence Team Enforcement Mission (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, July 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2758-708

[Intergovernmental Agreement]

See following pages.

**DPS CONTRACT NO: _____**

# INTERGOVERNMENTAL AGREEMENT
# REGARDING
# GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
# (GIITEM)

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the City of Avondale, an Arizona municipal corporation, through the Avondale Police Department, hereinafter referred to as "Agency."

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to Article I, Section 3 of the Avondale City Charter.

Now, therefore, in consideration of the mutual promises set forth herein, the parties to this IGA hereby agree to the following terms and conditions:

## I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer," to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

## II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for eighty-five percent (85%) of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include worker's compensation and social security at established rates and vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week. Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available, and DPS shall pay the cost of all such additionally approved overtime. Monthly vacation or sick leave which accrues, but is not used by the officer, will not be reimbursed.

The Agency agrees to pay fifteen (15%) percent of the officer's payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days from the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS will assign a DPS vehicle to the Agency's officer. The officer is responsible to maintain the assigned vehicle in accordance with DPS policy.

## III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

## IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 99-4.

## V. INDEMNIFICATION

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

## VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

## VII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years from the termination of this IGA, and shall be open to inspection during normal business hours.

## VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

## IX. JURISDICTION

The Agency agrees to permit its officer to work outside of its regular jurisdictional boundaries.

## X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

## XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022.D, for the purposes of worker's compensation coverage, all employees covered by the IGA shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

## XII. LIMITATIONS

This IGA in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this IGA shall be construed as limiting or expanding the statutory responsibilities of the parties.

## XIII. EFFECTIVE DATE/DURATION

This IGA shall become effective upon the execution of (3) originals by the parties hereto, and upon one (1) original being filed with the Arizona Secretary of State. The IGA shall be for a term of one (1) year after the IGA has become effective, but shall automatically renew itself upon the first day of the following year if DPS sends out a written notice of funding availability to the Agency within thirty (30) days prior to the end of each year. All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of the IGA.

## XIV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by both parties for conflicts of interest pursuant to A.R.S. §38-511.

## XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination. Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

City Manager
City of Avondale
11465 W. Civic Center Drive, S. 220
Avondale, Arizona 85323-6809

## XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

BY: _____ DATE: _____
Roger Vanderpool
Director

APPROVED AS TO FORM:

_____ DATE: _____
Assistant Attorney General

**AGENCY NAME**

BY: _____ DATE: _____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

# CITY COUNCIL REPORT

**SUBJECT:**
Appointment of Board, Commission and Committee Members

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting approval of the Council Sub-committee recommendation for the appointment of members to the Avondale Municipal Arts Committee, Library Advisory Board, Parks and Recreation Advisory Board, Planning Commission and Water Wastewater Advisory Board.

**BACKGROUND:**

On July 8, 2008, a Council Sub-committee consisting of Vice Mayor Weise and Council Members Scott and Karlin hosted a "Meet and Greet" with several citizens interested in serving on the City's Boards, Commissions and Committees.

This was the first time that the Sub-committee conducted interviews of candidates in the "Meet and Greet" format. The format provided for a very candid exchange between Sub-committee members and the candidates which was appreciated by all.

**DISCUSSION:**

Following the Meet and Greet, the Sub-committee is making the following recommendations for appointment:

| ***Name*** | ***BCC Appointed to*** | ***Position*** | ***Term*** |
|---|---|---|---|
| Lisa Amos | Planning Commission | Regular | 12/31/2011 |
| Darrell Caraway | Avondale Municipal Arts Committee | Regular | 12/31/2011 |
| Todd Kesler | Water Wastewater Advisory Board | Regular | 6/30/2011 |
| Betty Lynch | Avondale Municipal Arts Committee | Regular | 12/31/2011 |
| Christina Sarmiento | Library Advisory Board | Regular | 12/31/2011 |
| Christina Sarmineto | Parks and Recreation Advisory Board | Regular | 12/31/2011 |

**RECOMENDATION:**

Staff recommends Council approval of the Sub-committee's recommendations for appointment to the City's Boards, Commissions and Committees.

**ATTACHMENTS:**

**None**

# DEVELOPMENT SERVICES

**SUBJECT:**
Request for a Conditional Use Permit for Expansion of Brighter Angels Learning Center

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Brian Berndt, Development Services Director, 623-333-4011

**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Brighter Angels Learning Center is requesting approval of a Conditional Use Permit for the expansion of an existing childcare facility.

**PARCEL SIZE:** 5.62-acre site; 1,257 square foot tenant space (expansion)

**LOCATION:** Brighter Angels Learning Center is located at 10740 West Lower Buckeye Road, Suite 101, at the northwest corner of Lower Buckeye Road and 107th Avenue.

**APPLICANT:** Mr. Ruben Sandoval and Mrs. Marithe Denys Sandoval

**OWNER:** Jon James, 107th Avenue Partners, LLC

**BACKGROUND:**

The subject property is located within the Sanctuary Retail Shopping Center, which was annexed and rezoned to Planned Area Development (PAD) in 1999. The PAD allows for both residential and commercial development. The area designated for commercial development is approximately seven acres in size and is located at the northwest corner of 107th Avenue and Lower Buckeye Road. Childcare facilities are permitted within the commercial development subject to a Conditional Use Permit.

A site plan for the Sanctuary Shopping Center that includes 35,345 square feet of neighborhood commercial floor area was approved by City Council on May 16, 2005, and a Conditional Use Permit for the existing 3,090-square foot suite occupied by Brighter Angels Learning Center was approved by City Council on October 17, 2005.

**SUMMARY OF REQUEST:**

1. The applicant is requesting conditional use permit approval for a 1,257 square-foot expansion of an existing 3,090-square foot childcare facility (Exhibit D). The proposed expansion of two infant rooms and an additional restroom will accommodate approximately 32 infants ages six weeks to one year of age. The existing 3,090-square foot facility includes four classrooms (separated by age) to accommodate approximately 90 children ages one through twelve years of age, three restrooms, and an office. Two outdoor play areas for the children (separated by age) encompass an additional 3,758 square feet.

2. Check-in and check-out for the children will occur through the existing office. Internal access is available to each of the classrooms. Exterior access to the southern infant classroom is also available from the sidewalk. A gate at the front of the building will provide controlled access to the classrooms. The childcare care center will employ up to 24 people.

3. The existing childcare center is currently open Monday through Friday, 5:00 am until 9:00 pm. The applicant is proposing to extend their hours of operation to Monday through Saturday from 5:00 am to 1:00 am, to accommodate later parent pick-up times.

4. Access to the site is provided by 107th Avenue and Lower Buckeye Road. Pedestrian access is provided by a sidewalk on the south side of the childcare facility. The sidewalk wraps around the south and west sides of the building and provides ingress and egress to each classroom, except the existing one-year-old room and the proposed northern infant room. In the event of an emergency, these access doors will allow for the classrooms to be exited quickly. Internal access is also available between each of the classrooms.

**PARTICIPATION:**

The applicant conducted a neighborhood meeting on May 5, 2008 at the Brighter Angels Learning Center building located at 10740 West Lower Buckeye Road, Suite #101, in Avondale, Arizona. The neighborhood meeting was advertised in the West Valley View and West Valley Business on April 18, 2008. The property was posted on April 18, 2008. Notification letters were mailed out to property owners within 500 feet of the subject property on April 9, 2008. According to materials presented by the applicant, no residents attended the meeting.

A notice of the Planning Commission hearing was published in the West Valley View and West Valley Business on June 3, 2008. The property was also posted on June 3, 2008, and notification letters were mailed out to property owners within 500 feet of the subject property on May 30, 2008. No member of the public spoke on the issue at the meeting.

A notice of the City Council hearing was published in the West Valley View and West Valley Business on July 1, 2008. The posting on the property was updated to reflect City Council hearing information on June 30, 2008, and notification letters were mailed out to property owners within 500 feet of the subject property on June 26, 2008. No written comments have been received to date.

**PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on June 19, 2008 and voted 5-0 to recommend APPROVAL of the request with the following four stipulations:

1. The use of the site shall conform to the project narrative dated May 20, 2008.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

3. An amended landscape plan shall be provided which includes the four additional 24” box trees stipulated in the Conditional Use Permit approval for the existing Brighter Angels Learning Center.

4. Hours of operation shall be limited to Monday through Saturday from 5:00 am to 12:00 am to be consistent with other tenants within the shopping center.

Modifications to were made to two of the staff recommended stipulations, which originally read as follows:

3. An amended landscape plan shall be provided which includes the four additional trees stipulated in the Conditional Use Permit approval for the existing Brighter Angels Learning Center.

4. Hours of operation shall be limited to Monday through Saturday from 5:00 am to 10:00 pm to be consistent with other tenants within the shopping 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 Medium Density Residential on the Land Use Map of the General Plan, which encourages single-family residential at a density between 2.5 and 4 dwelling units per acre. While the proposed and existing use of the site is not residential in nature, the previously-approved PAD zoning allocated this portion of the property for Neighborhood Commercial (C-1) uses to support the adjacent residential development. The proposed use is permitted by the PAD zoning subject to a Conditional Use Permit.

The proposed expansion will not adversely affect the character of the existing retail shopping center or the character of the surrounding area. The existing childcare facility is not out of character with the surrounding commercial and residential development; it provides a service to meet the needs of the surrounding residential community, and the proposed expansion is the result of a direct need by the adjacent residential community.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The proposed childcare expansion will be compatible with the surrounding land uses. The commercial uses within the Sanctuary Shopping Center include the existing childcare center, hair and nail salons, a dental office, an insurance agent, a restaurant, a drive-through restaurant, and a grocery store. As it is a part of an existing approved development, the retail center meets all of the requirements of the Zoning Ordinance with respect to setbacks, parking, building height, and landscaping.

Across Lower Buckeye Road, to the south of the retail center, is county land zoned Rural-43. Properties to the north, west, and east of the subject property are developed with single-family residences. The proposed childcare expansion is located a minimum of fifty-six (56) feet from the adjacent residential property lines to the north and west of the retail center. It should have no negative impact on the surrounding neighborhood as the space will be utilized for infant care and therefore all activity will be indoors.

The existing childcare center is currently open Monday through Friday, 5:00 am until 9:00 pm. The applicant is proposing to extend their hours of operation to Monday through Saturday from 5:00 am to 1:00 am, to accommodate later pick-up times. The applicant stated that they are proposing to have two shifts of employees, with the later shift ending by 12:00 am, which will give parents that finish their jobs at 11:00 pm ample time to travel to the center by 12:00 am to pick up their children. However, the applicant is asking to be open an additional hour, until 1:00 am, based on a potential future need. The applicant stated that none of the children will utilize the playground area after 8:00 pm to minimize any noise to the adjacent neighborhood.

Currently, hours of operation for the tenants within the shops adjacent to Brighter Angels Learning Center in Building 1 are 5:00 am through 10:00 pm Monday through Thursday, 5:00 am through 11:00 pm on Friday, 7:00 am through 11:00 pm on Saturday, and 7:00 am through 10:00 pm on Sunday.

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 existing site provides adequate parking and on-site circulation to serve the existing commercial uses within the retail center, as well as the proposed expansion. Approval of this conditional use permit for expansion of the childcare facility will not have a negative impact on the volume or character of traffic. Childcare centers are required to have four parking spaces, plus one space for every ten children that the center is licensed to accommodate. The development, including the proposed childcare expansion, will require 161 parking spaces, and the center currently provides 183 parking spaces. The proposed expansion is well within the limits of this project and will require no increase in parking. Pedestrian access is provided from Lower Buckeye Road by means of an alternative surface pathway (concrete pavers), that provides safe movement through the parking field to the shops. This same path is also utilized by patrons exiting their vehicles in the parking field.

As it is a part of an existing approved development, the retail center meets all of the requirements of the Zoning Ordinance with respect to setbacks, parking, building height, screening, and 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.

Primary access to the site is available from Lower Buckeye Road, which has two ingress/egress points. An additional ingress/egress point is also provided on 107th Avenue. The adjacent arterial streets are designed to accommodate the traffic generated by the proposed childcare center expansion as well as the other commercial uses of the center.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Four stipulations of approval have been included in the staff recommendation to ensure all potential adverse effects are mitigated.

**FINDINGS:**

Staff believes that all required findings have been met and recommends approval of this application.

**RECOMMENDATION:**

The City Council should conduct a public hearing and APPROVE the Conditional Use Permit for Brighter Angels Learning Center expansion in the Sanctuary PAD (Planned Area Development) zoning district, subject to the following four stipulations recommended by the Planning Commission:

1. The use of the site shall conform to the project narrative dated May 20, 2008.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

3. An amended landscape plan shall be provided which includes the four additional 24” box trees stipulated in the Conditional Use Permit approval for the existing Brighter Angels Learning Center.

4. Hours of operation shall be limited to Monday through Saturday from 5:00 am to 12:00 am to be consistent with other tenants within the shopping center.

**PROPOSED MOTION:**

I move that the City Council accept the findings and APPROVE application CU-08-3, a request for a Conditional Use Permit for Brighter Angels Learning Center expansion in the Sanctuary PAD (Planned Area Development) zoning district, subject to the four stipulations recommended by the Planning Commission.

**ATTACHMENTS:**

**Click to download**

- CU-08-3 Brighter Angels Learning Center Attachments

## FULL SIZE COPIES (Council Only):

Approved Sanctuary Shopping Center Site Plan, Child Care Center Floor Plan

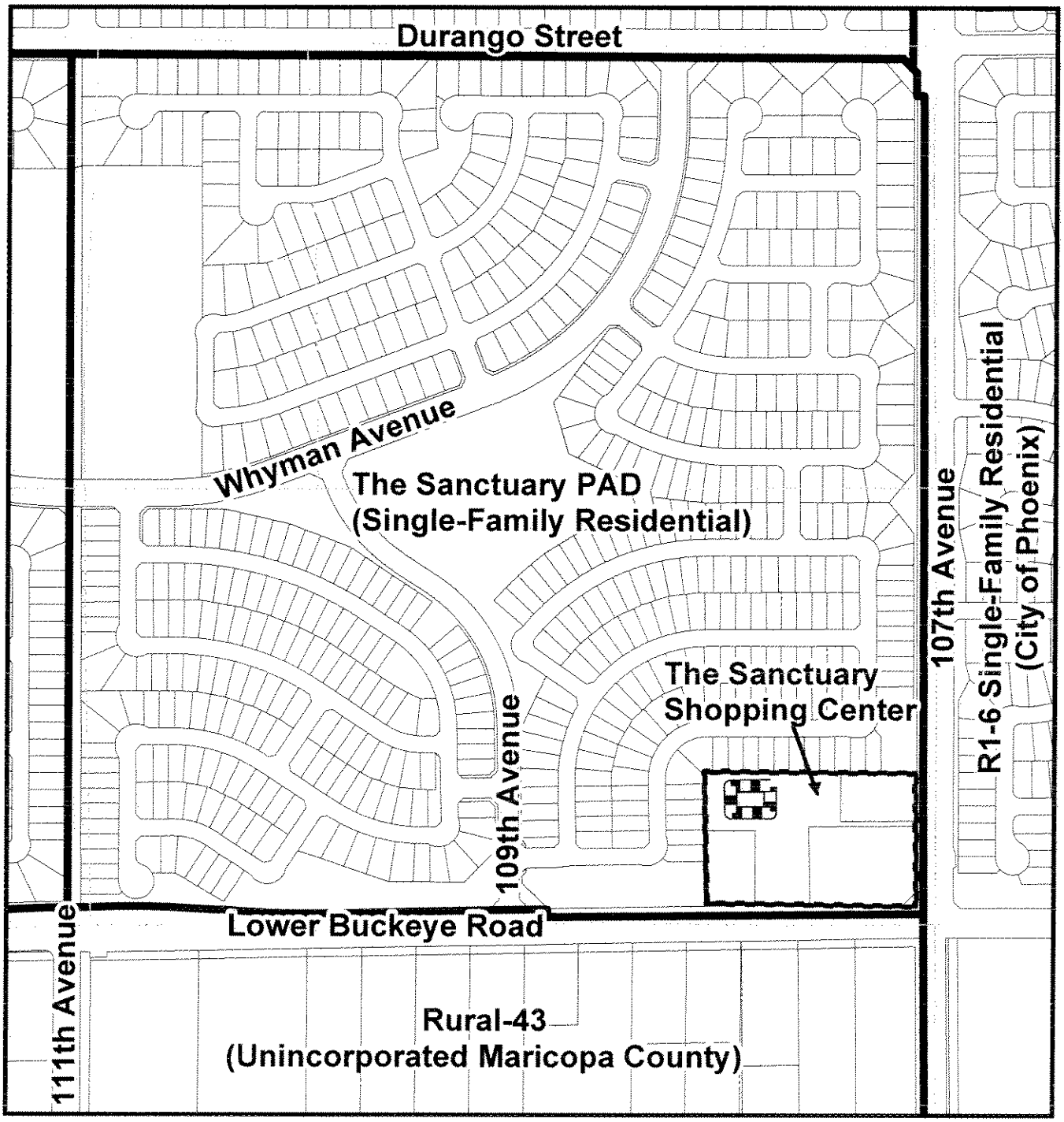
## PROJECT MANAGER:

Wendy Turner, Planner I, 623-333-4015

**ATTACHMENTS**:

Exhibit A - Zoning Vicinity Map
Exhibit B - Air Photo 2008
Exhibit C - Summary of Related Facts
Exhibit D - Project Narrative
Exhibit E - Approved Sanctuary Shopping Center Site Plan
Exhibit F - Child Care Center Floor Plan

Exhibit A

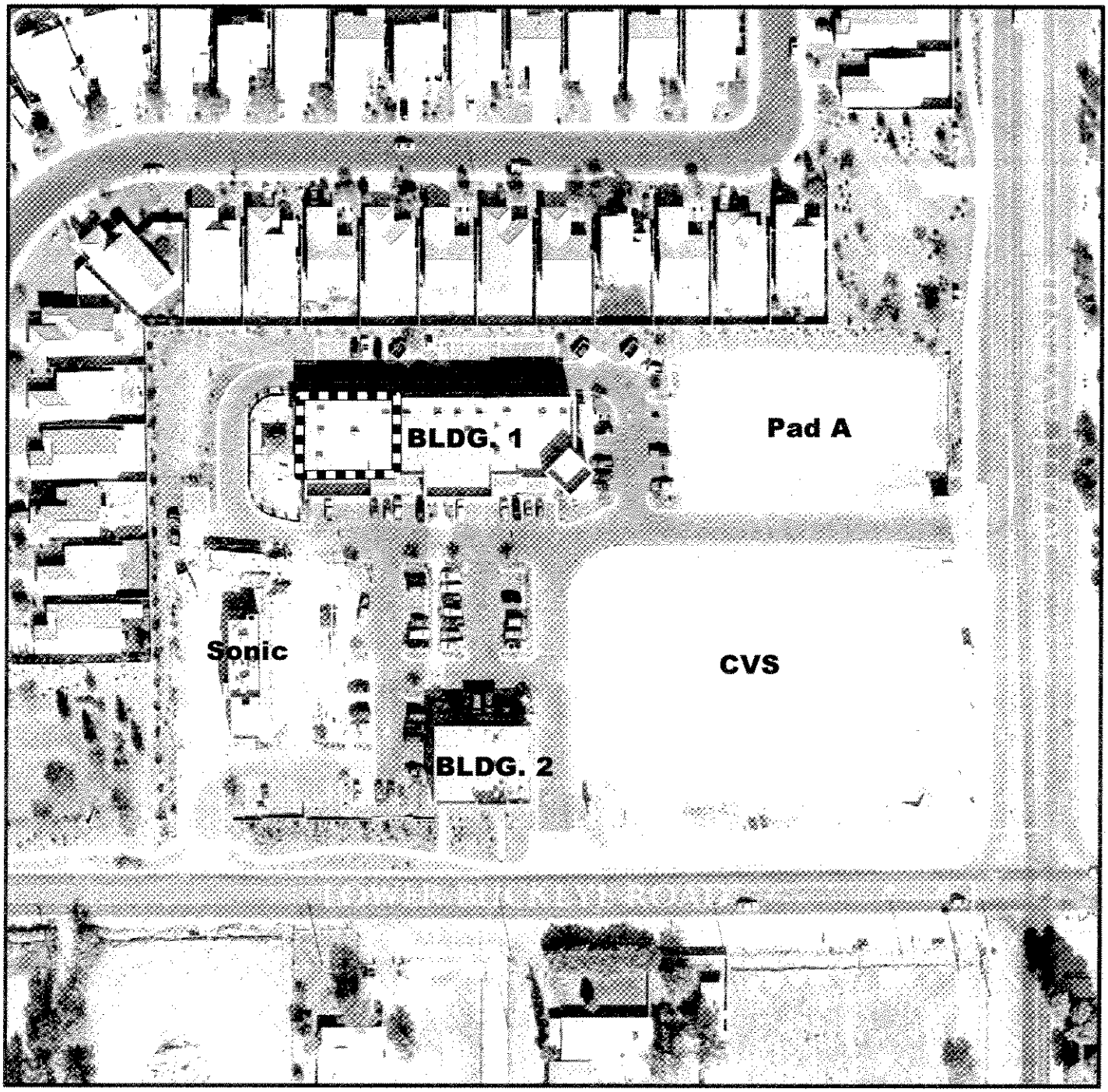



**Brighter Angels Learning Center**
**CU-08-3**
**Zoning Vicinity Map**

Avondale

Subject Property

Exhibit B




# Brighter Angels Learning Center CU-08-3
# Air Photo January 2008

Avondale

Subject Property

Exhibit C

*SUMMARY OF RELATED FACTS*

*APPLICATION CU-08-3*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | 5.62 acres |
| LOCATION | Northwest corner of Lower Buckeye Road and 107th Avenue |
| PHYSICAL CHARACTERISTICS | The site is relatively flat. |
| EXISTING LAND USE | Vacant suite within an existing retail center |
| EXISTING ZONING | Planned Area Development (PAD) |
| ZONING HISTORY | The parcels were rezoned from Agricultural (AG) to Planned Area Development (PAD) on August 30, 1999. |
| DEVELOPMENT AGREEMENT | None |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | Single-Family Residential, zoned PAD (The Sanctuary) |
| EAST | Single-Family Residential, zoned R1-6 (Estrella Park) City of Phoenix |
| SOUTH | Single-Family Residential, zoned Rural-43 unincorporated Maricopa County |
| WEST | Single-Family Residential, zoned PAD (The Sanctuary) |
| *GENERAL PLAN* | |
| The subject property is designated as Medium Density Residential on the General Plan Land Use Map. | |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District<br>La Jolla Community High School District |
| ELEMENTARY SCHOOL | Quentin Elementary (K-6) |
| JUNIOR HIGH SCHOOL | Underdown Junior High (7-8) |
| HIGH SCHOOL | La Joya Community High School (9-12) |

| *STREETS* | |
|---|---|
| **Lower Buckeye Road** | |
| Classification | Arterial |
| Existing half street ROW | 64-73 feet (varies) |
| Standard half street ROW | 65 feet |
| Existing half street improvements | 1.5 paved travel lanes in each direction, curb, gutter, and partial sidewalk on north side. |
| Standard half street improvements | 3.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping. |
| **107th Avenue** | |
| Classification | Arterial |
| Existing half street ROW | 55 feet |
| Standard half street ROW | 55 feet |
| Existing half street improvements | 2.5 paved travel lanes in each direction, curb, gutter, and partial sidewalk. |
| Standard half street improvements | 2.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping. |

| *UTILITIES* |
|---|
| A 12" waterline runs along the west side of 107th Avenue and a 12" waterline runs along the north side of Lower Buckeye Road.<br><br>There is an existing 10" sewer line in Lower Buckeye Road that extends west from the subject site. |

Brighter Angels Learning Center
Preschool and Daycare

May 20, 2008

City of Avondale
Development Services Department
11465 West Civic Center Drive, Suite 110
Avondale, AZ 85323

Re: Narrative for Conditional Use Permit for Brighter Angels Expansion
(Application #CU-08-3)
NWC Lower Buckeye Road and 107th Avenue

To Whom It May Concern:

The intent of the development located at the northwest corner of 107th Avenue and Lower Buckeye Road is to provide a neighborhood center to serve the needs of the surrounding residential development. Brighter Angels Learning Center currently serves approximately 90 children ages 1 through 12 years old, and occupies a 3,090-square foot suite with an adjacent outdoor playground of 3,758 square feet, within the larger neighborhood commercial center. To fulfill the needs of the surrounding community, Brighter Angels is requesting a conditional use permit to expand the existing approved childcare service to an adjacent 1,257-square foot suite to accommodate approximately 32 infants ages 6 weeks to 1 year old with the addition of two infant rooms.

The childcare use proposed for this site is consistent with the land use designation set forth in the General Plan. The site is currently designated as Medium Density Residential by the Avondale General Plan, and while the proposed and existing use of the site is not residential in nature, the Planned Area Development (PAD) zoning for the development designates this site as a commercial use. The proposed use will further the City's general guidelines and objectives for the development of the area by supporting the Economic Element of the General Plan through the development of neighborhood commercial services areas that meet the community's needs, provide employment, and are compatible with the adjacent residential uses. The proposed

expansion will increase the services of the existing childcare facility which compliments and promotes the growth and maintenance of the adjacent residential neighborhoods by providing a service that is necessary, proximate, and convenient to the adjacent residential community, and as such is compatible with the adjacent residential uses.

The existing retail center is zoned Planned Area Development (PAD) which allows the childcare use subject to a conditional use permit. The proposed expansion of the existing childcare center will maintain the character of the existing center and will continue to be compatible with the neighboring residential and commercial uses. As it is a part of an existing approved development, the retail center meets all of the requirements of the Zoning Ordinance with respect to setbacks, parking, building height, and landscaping. The approved development was designed with appropriate setback, landscape, and perimeter wall buffers to minimize any impact to the residential neighborhoods to the north, west and east of the project location.

Ingress and egress to the site is provided by Lower Buckeye Road which has two ingress/egress points, one of which is shared with CVS. An additional ingress/egress point is also provided on 107th Avenue which is also shared with CVS. On site vehicular circulation was designed to insure ease of access for both patrons of the center as well as delivery and emergency vehicles. The site plan has been designed to allow for a continuous path for both delivery trucks and emergency vehicles with radii designed to accommodate them. Pedestrian access is linked to Lower Buckeye Road by means of an alternative surface pathway (concrete pavers), that provides safe movement through the parking field to the shops. This same path is also utilized by patrons exiting their vehicles in the parking field. It is not anticipated that approval of this conditional use permit for expansion of the childcare facility will have a negative impact on the volume or character of traffic. Off street parking and loading has been designed to reduce congestion for both patrons and deliveries to the center. As illustrated by the parking calculation on the site plan, the center provides more parking than is required; therefore, there is no increase in parking for this proposed expansion as it does fit into the parking scheme for this development. The development with the proposed expansion requires 161 parking spaces, and the center currently provides 183 parking spaces. The proposed expansion is well within the limits of this project and will require no increase in parking.

Impacts to public services should be minimal with the types of uses that will be occurring within the center; no unusual loads will be placed on any utilities, schools or recreation as a result of this proposed expansion. Outdoor activities that will be occurring on the site include a small outdoor eating area located on the east side of the main retail building and a fenced outdoor play area that serves the existing childcare facility at the west end of the main retail building. There will be no effect on the current landscape with the proposed expansion. Existing screening is provided as a barrier between the playground and the residential neighborhood. The proposed expansion should have no negative impact on the surrounding neighborhood as the space will be utilized for infant care and therefore all activity will be indoors.

The center will maintain hours of operation consistent with other developments of this type. The hours of operation will be from 5:00 am to 1:00 am Monday through

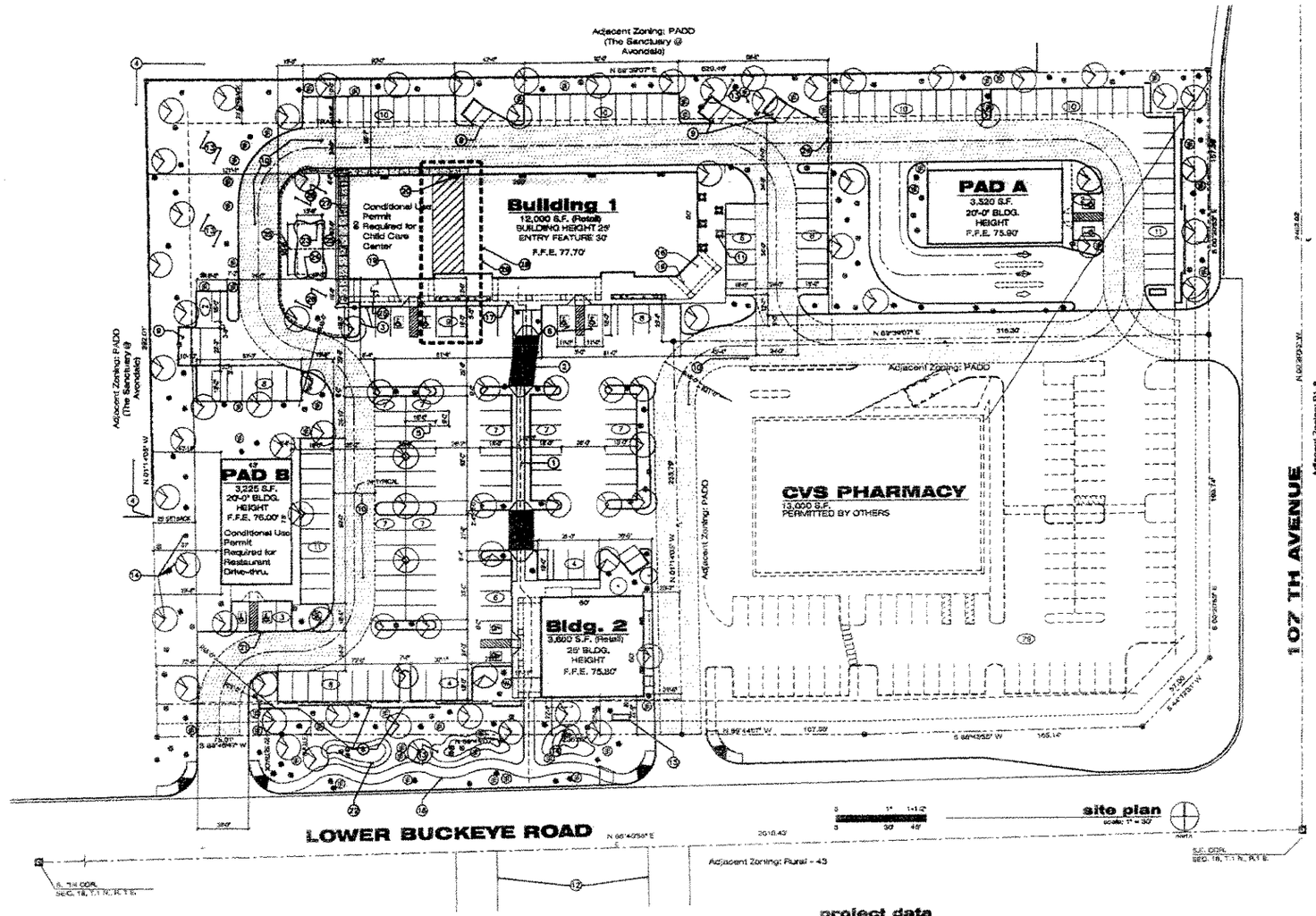
Saturday. We will have two shifts and the later shift will end by 12:00 am which will give parents that finish their shift at 11:00 pm enough time to travel to the center by 12:00 am to pick up their children; however, we are asking to be open until 1:00 am based on a potential future need to avoid having to come back to the City to revise our conditional use permit. None of the children will utilize the playground area after 8:00 pm to minimize any noise to the adjacent neighborhood. The need for extended hours has come from members of the surrounding community that utilize the existing childcare facility, of which many have jobs that are shifts ending at that time.

Exterior lighting will be minimized at the edge of the property per City of Avondale guidelines and ordinances as illustrated by the photometric study that was provided with the vanilla shell improvement submittal. The proposed center should cause no adverse noise, smoke, odor, dust, vibration, or illumination conditions for the adjacent properties over and above what currently exists for this site.

Sincerely,

Marithe D Sandoval

EXHIBIT E




## site plan

scale: 1" = 30'

## project data

PARKING CALCULATIONS:

BLDG. 1
RETAIL (50%):
6,670 S.F. / 300 = 22.9, USE 23
RESTAURANT (7%):
2,040 S.F. / 60 = 40.8 USE 41 (INDOOR)
792 S.F. / 200 = 3.91 USE 4 (OUTDOOR)
EDUCATION (43%):
4,297 S.F.
119 TOTAL CHILDREN, 1 SPACE PER 10 CHILDREN PLUS 4 SPACES
119/10=11.9
11.9+4=15.9, USE 16
TOTAL BLDG. 1: 23+41+16=81

BLDG. 2
RETAIL (100%):
3,600 S.F. / 300 = 12
TOTAL=12

PAD A
BANK (100%):
3,320 S.F. / 150 = 22.1 USE 24
TOTAL PAD A: 24

PAD B
RESTAURANT (60%):
1,935 S.F. / 60 = 32.7 USE 33
RETAIL (40%):
1,290 / 300=4.3, USE 5
TOTAL PAD B: 33+5=44

TOTAL REQUIRED: 81+12+24+44=161

TOTAL PROVIDED: 85+21+53+44=203

ZONING:
PADD

LEGAL DESCRIPTION:
TRACT "C", THE SANCTUARY AT AVONDALE PARCELS 2 AND 4, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 569 OF MAPS, PAGE 9.

PARCEL NO.:
101-54-002 F

GROSS SITE AREA:
244,712 S.F. (5.62 AC)

SITE COVERAGE:
BLDG. 1 AREA UNDER ROOF: 17,339 S.F.
BLDG. 2 AREA UNDER ROOF: 4,000 S.F.
PAD A AREA: 3,320 S.F.
PAD B AREA: 3,225 S.F.
TOTAL COVERAGE: 28,884 S.F.
PERCENT COVERAGE: 10.6%

NET SITE AREA:
216,769 S.F. (5.02 AC)

## vicinity map

## project description

THIS PROJECT INCLUDES THE TENANT IMPROVEMENT OF THE HATCHED PORTION OF BUILDING 1 FOR A PROPOSED EXPANSION OF AN EXISTING DAYCARE OCCUPANT OF 1,197 S.F. (SEE FLOOR PLAN). A CONDITIONAL USE PERMIT IS BEING SOUGHT TO PERFORM THE ABOVE LISTED WORK.

## site plan keynotes

1. ACCESSIBLE ROUTE TO PUBLIC WAY.
2. CONCRETE PAVERS (TYPICAL).
3. CONCRETE CURB (TYPICAL).
4. EXISTING 6' MASONRY WALL ALONG PROPERTY LINE.
5. PARKING STALLS, DIMENSIONS TYPICAL.
6. ACCESSIBLE PARKING STALLS, DIMENSIONS TYPICAL.
7. NEW 6' SITE WALL/FENCE. SEE BLDG. ELEVATIONS FOR SAMPLE FENCE ELEVATION.
8. NEW 6' SITE WALL FOR PARKING SCREENING. SEE BLDG. ELEVATIONS FOR SAMPLE ELEVATION.
9. TRASH ENCLOSURE. INSTALLATION TO COMPLY WITH THE FOLLOWING:
   A. CONCRETE: PAD 4" POUR ON COMPACTED SUB-GRADE.
   B. CONCRETE PAD AREA IS TO INCLUDE A 4' APRON TO SUPPORT THE VEHICLE'S WHEELS.
   C. FOR PADS WITHIN AN ENCLOSURE, 3" WIDE STRIPES ARE TO BE PAINTED ON SURFACE TO DESIGNATE CONTAINER PLACEMENT.
   D. ENCLOSURE WALLS ARE TO BE PROTECTED BY 6" PIPE FILLED WITH CONCRETE, 4" IN FROM THE PAD SURFACE.
   ALL GATES SHALL CLEAR ANY CURBING NEXT TO IT AND WILL BE PROVIDED WITH A LATCHING SYSTEM TO HOLD THE GATES OPEN FOR SERVICE.
   E. ENCLOSURE WALL IS TO BE 8' HIGH. MINIMUM CLEARANCE BETWEEN ENCLOSURE WALL AND PIPE IS 6". ALL ENCLOSURES MUST BE GATED.
   F. WHEN A STRAIGHT APPROACH IS NOT POSSIBLE, ENCLOSURE SHALL BE SET AT A MAXIMUM 45 DEGREE ANGLE TO THE ROADWAY.
10. FIRE LANE, WIDTH DIMENSION & TURN RADII ARE TYPICAL.
11. OUTDOOR SEATING AREA.
12. RESIDENTIAL DRIVEWAYS ACROSS FROM THIS DEVELOPMENT.
13. RETENTION AREA. SEE CIVIL PLANS (TYPICAL).
14. LANDSCAPING. SEE LANDSCAPE PLANS. (TYPICAL).
15. APPROXIMATE, PROPOSED, LOCATION OF MONUMENT SIGNS. MONUMENT SIGNS TO BE CONSTRUCTED UNDER SEPARATE PERMIT.
16. ENTRY FEATURE.
17. CONCRETE WALK (TYPICAL).
18. MEANDERING 6' WIDE CONCRETE SIDEWALK.
19. LINE OF ELEMENT ABOVE (TYPICAL)
20. ROOF DRAINS SHALL BE ROUTED INTERNALLY AND DAYLIGHT IN FACE OF ADJACENT CURB.
21. TEMPORARY CURBS @ AREAS DESIGNATED FOR FUTURE DEVELOPMENT.
22. LANDSCAPED MOUNDS TO MATCH CHARACTER OF CVS LANDSCAPING TO THE EAST.
23. PROPOSED CANOPY (PERMIT & INSTALLATION BY OTHERS).
24. CONCRETE CURBING FOR SANDBOX.
25. PROPOSED TUBE STEEL FENCE W/GATE(S).
26. DECOMPOSED GRANITE.
27. PROPOSED 8'-0" WIDE SIDEWALK.
28. TENANT SPACE (DAYCARE: 1,197 S.F.)
29. SCOPE OF WORK FOR CONDITIONAL USE PERMIT.

## architect

SYNECTIC DESIGN, INC.
8679 EAST SAN ALBERTO, #201
SCOTTSDALE, ARIZONA 85258
LANCE BAKER, A.I.A.
T 480.948.5700
F 480.948.5211

## civil

FOCUS ENGINEERING
3330 WEST STATE AVENUE
PHOENIX, ARIZONA 85051
P:602.973.0336
F:602.832.7068

## landscape

TJM & ASSOCIATES, INC.
1121 EAST MISSOURI AVE.
SUITE 218
PHOENIX, ARIZONA 85014
P:602.285.0330
F:602.285.0619

## developer

TERRAZONA LLC
5110 NORTH 40th STREET #100
PHOENIX, ARIZONA 85018

## owner

107TH AVE. PARTNERS, LLC
5110 NORTH 40th STREET #100
PHOENIX, ARIZONA 85018
P:602.956.3744
F:602.956.3946

## tenant

BRIGHTER ANGELS DAYCARE
RUBEN BANUELOS
10417 W GROVER AVE
PHOENIX, AZ 85307
P:623.472.0470
A:602.325.3019

## general notes

A. SEE CIVIL DRAWINGS FOR ALL GRADING AND DRAINAGE & UTILITY INFORMATION.
B. SEE LANDSCAPE PLAN FOR ALL PLANTING AND IRRIGATION INFORMATION.
C. THERE ARE NO INTERSECTIONS WITHIN 300' OF THIS PROPERTY OTHER THAN THE CORNER OF 107TH AVENUE AND LOWER BUCKEYE.
D. AREAS THAT WILL BE LEFT UNDEVELOPED DURING PHASE I OF THIS PROJECT SHALL BE COVERED WITH 2" OF DECOMPOSED GRANITE MATCHING ADJACENT LANDSCAPED AREAS.
E. ALL MECHANICAL UNITS SHALL BE ROOF MOUNTED AND SCREENED FROM VIEW.
F. IF PROVIDED/INSTALLED, ANY OUTDOOR PUBLIC TELEPHONES OR OTHER SUCH EQUIPMENT ASSOCIATED WITH THIS FACILITY MUST BE SCREENED FROM STREET VIEW AND PLACED IN AN AREA DESIGNED FOR THESE USE.

# VANILLA SHELL MODIFICATION
# TERRAZONA RETAIL SHOPPING CENTER

10740 W. LOWER BUCKEYE ROAD, RETAIL 1 - SUITE #2
AVONDALE, AZ

project: condition of use
drawn by: dbp
reviewed by: lcb
job project no.: 235-49
date: 07 MARCH 2008
sheet:

**A1.1**

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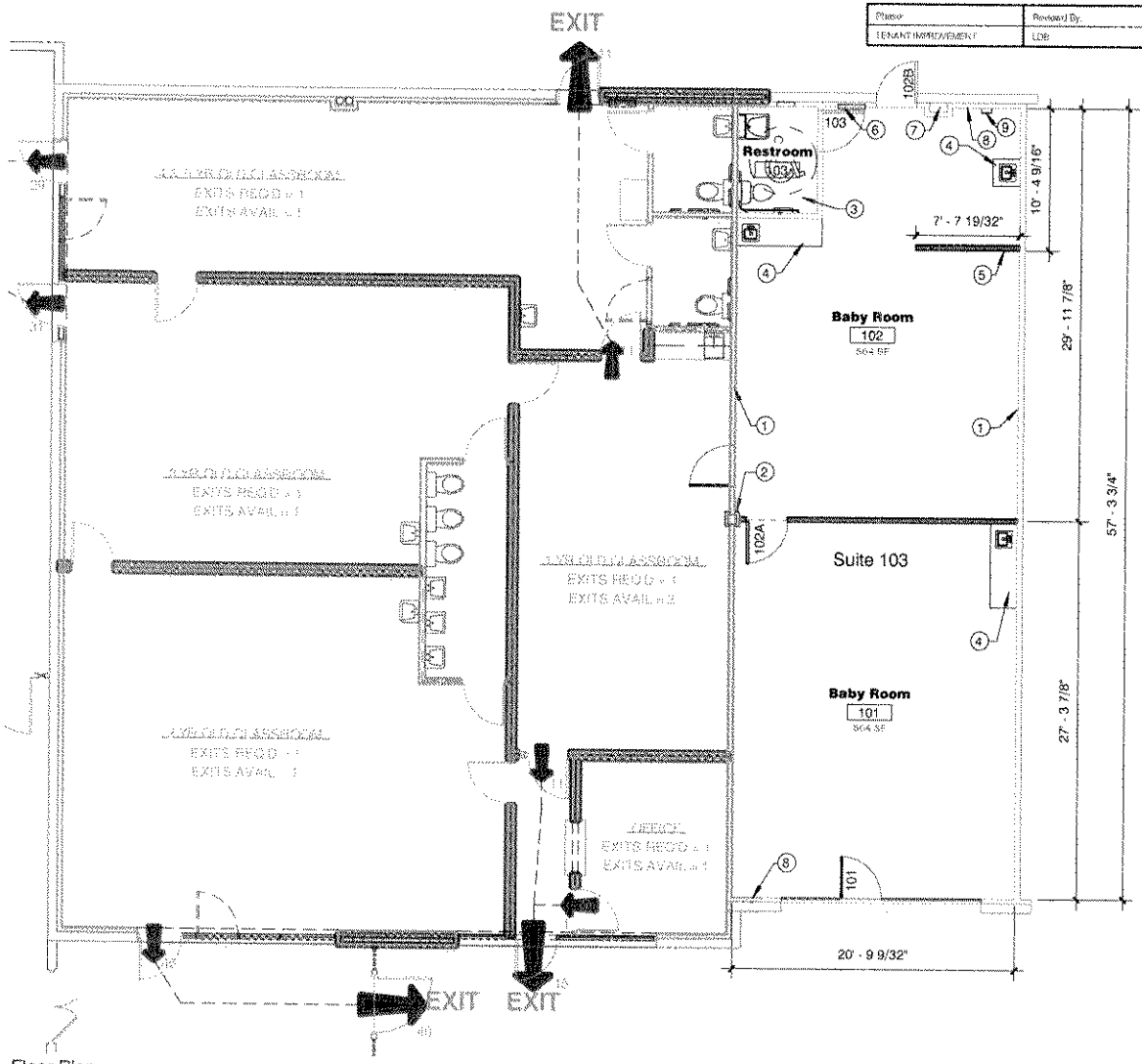
| Phase: | Reviewed By: | Drawn By: | Date: |
|---|---|---|---|
| TENANT IMPROVEMENT | LDB | WMW | NOVEMBER 7, 2007 |


668 W. 1st St.
Suite #3,
Tempe,
AZ 85281
t:480.948.9766
f:480.948.9211


1 Floor Plan
1/8" = 1'-0"

## FLOOR PLAN KEYED NOTES

1. EXISTING DEMISING WALL, SEE WALL TYPE LEGEND FOR DETAILS.
2. EXISTING COLUMN, VERIFY LOCATION.
3. EXISTING RESTROOM TO REMAIN.
4. COUNTER MOUNTED LAVATORY AT 34" A.F.F.
5. LOW WALL AT 6'-0" A.F.F.
6. EXISTING ELECTRICAL PANEL LOCATION.
7. EXISTING ROOF DRAINS.
8. EXISTING FURRING.
9. FIRE EXTINGUISHER - 2A- 10BC WALL MOUNTED

## FLOOR PLAN GENERAL NOTES

A. WORK DESCRIBED HEREIN HAS RELIED UPON THE ACCURACY OF CONSTUCTION DOCUMENTS PROVIDED TO SYNECTIC DESIGN, INC. BY THE LANDLORD AND OR PROPERTY OWNER, WHERE APPROPRIATE.
B. PROVIDE FIRE PROTECTION AT ALL PENETRATIONS OF FIRE RATED ELEMENTS AS REQUIRED PER CITY OF AVONDALE CODE REQUIREMENTS.
C. ALL DOORS, HARDWARE, AND PATH OF TRAVEL SHALL MEET A.D.A. GUIDLINES.
D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL WALL AND CEILING MOUNTED ITEMS.
E. ALL CONSTRUCTION SHALL BE STABILIZED AGAINST LATERAL MOVEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST ADOPTED EDITION OF THE IBC IN LOCAL JURISDICTION.
F. REFER TO ELECTRICAL SHEETS FOR DETAILED INFORMATION.
G. INSTALL ALL FIXTURES AND EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS.
H. IF LIGHTING IS REQUIRED BEYOND WHAT IS INDICATED WITHIN THESE DOCUMENTS, CONTRACTOR TO FURNISH AND INSTALL ALL EMERGENCY AND OTHER LIGHTING REQUIRED BY CODE.
I. CONTRACTOR TO VERIFY THAT ROOF STRUCTURE WILL SUPPORT SOFFIT FRAMING AND LIGHTING. CONTRACTOR TO PROVIDE ADDITIONAL STRUCTURAL FRAMING (SHORE AND BRACE) AS REQUIRED.
J. CARPET, V.C.T. AND RUBBER BASE SELECTED BY OWNER AND INSTALLED BY CONTRACTOR AS NOTED ON FLOOR PLAN.
K. PROVIDE COVER PLATES THROUGHOUT: SWITCHES, RECEPTACLES, CLEAN-OUTS, ETC...
L. PROVIDE NEW LEVER OPERTAED, ADA APPROVED MATCHING HARDWARE ON ALL EXISTING AND NEW DOORS. COORDINATE AND CONFIRM HARDWARE FUNCTION WITH OWNER. COORDINATE KEYING OF NEW HARDWARE WITH OWNER.

Predesign SD DD CD

synectic designs, inc.

Signature Constitutes Review And Acceptance of This Document.

Changes To This Document Will Be Addressed Per The Terms of The Contract.

Approval: _____

Date: _____

# Brighter Angels Expansion

107th Avenue and Lower Buckeye Road
Avondale, Arizona

Sheet Number
**SK-1**

Exhibit F

# DEVELOPMENT SERVICES

**SUBJECT:**
PP-07-3 Hillcrest preliminary plat

**MEETING DATE:**
July 21, 2008

**TO:** Mayor and Council

**FROM:** Brian Berndt, Development Services Director 623-333-4011

**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** Preliminary plat approval for Hillcrest

**PARCEL SIZE:** 300 acres

**LOCATION:** Southwest corner of 107th Avenue and Broadway Road (Exhibit A)

**APPLICANT:** Matt Butcher, Evergreen Communities LLC

**OWNER:** Evergreen Communities, LLC

**BACKGROUND:**

The southeastern portion of the site was annexed in 1984 and was zoned R-5 (Residential). The remainder of the property was zoned annexed in November 2007 and zoned AG (Agricultural). The entire site was zoned Planned Area Development (PAD) in November of 2007.

**SUMMARY OF REQUEST:**

1. The applicant is requesting approval of Hillcrest preliminary plat for 709 single-family subdivision on approximately 300 acres. The subject property encompasses three different land use designation areas on the General Plan land use map: Low Density Residential (the portion south of Roeser Road and the portion between Broadway Road and Roeser Road east of the 111th Avenue alignment), with a density of 1 to 2.5 dwelling units per acre (du/ac) and a target density of 1 du/ac; Medium Density Residential (the portion north of Broadway Road and the portion north of Roeser Road and west of the 111th Avenue alignment), with a density of 2.5 - 4 du/ac and a target density of 2.5 du/ac; and Commercial (approximately 6 acres at the southwest corner of Broadway Road and 107th Avenue) (Exhibit C).
2. The site is currently vacant agricultural land. The property is constrained by several utility easements: Two separate SRP high-voltage overhead power line easements (one running west to east, aligned along Broadway Road and the other just north of Roeser Road); an El Paso Gas natural gas pipeline easement (running diagonally across the southwest corner of the subdivision); an APS effluent pipeline easement (running west to east, aligned just north of Roeser Road); and a irrigation easement aligned with the southernmost property line.
3. The preliminary plat standards are governed by the Hillcrest Planned Area Development (PAD), case Z-06-12, which was approved in November of 2007, the Zoning Ordinance, subdivision regulations, and other codes and regulations for infrastructure and traffic.
4. The site includes 709 single-family detached lots proposed in five lot sizes:

| | |
|---|---|
| 45’ x 100’ | 4,500 sq ft |
| 60’ x 110’ | 6,600 sq ft |
| 65’ x 115’ | 7,475 sq ft |
| 70’ x 120’ | 8,400 sq ft |
| 80’ x 125’ | 10,000 sq ft |

In addition to the residential lots, a 15.37 acre school site is designated, as well as three large open space tracts with a landscaped multi-use trails that follow irrigation, electrical and natural gas easements. A 5.91 acre community park and nine smaller pocket parks are provided in addition to collector and local streets (Exhibit E).

5. The 117 proposed 45' x 100' lots are located surrounding the commercial site near the intersection of Broadway Road and 107th Avenue. The 200 proposed 60' x 110' lots are located in two locations: north of Broadway Road and in the center of the development west of the school site. The 226 proposed 65' x 115' lots are located in two locations: south of Broadway Road and north of the school site and in the southeastern corner of the development west of 107th Avenue. The 84 proposed 70' x 120' lots are located in the southwestern corner of the development south of Roeser Road. The 82 proposed 80' x 125' lots are located between 107th Avenue and the school site.
6. The preliminary plat proposes development to occur in 3 phases beginning with tracts located adjacent to the SWC of the intersection of Broadway Road and 107th Avenue. Half street improvements to Broadway Road and 107th Avenue and the collector roads between Broadway and Roeser Roads will be constructed during the first phase. The commercial portion will be developed as a separate phase as well.
7. The applicant has reached an agreement with the Littleton Elementary School District regarding the 15.37 acre elementary school site located within the proposed development. As part of this agreement, the developer will rough grade the school site and install off-site improvements. The school district will purchase the school site and improvements for 50% of the appraised value. The remaining 50% will donated to the school district by the developer. Additionally, the applicant has reached an agreement with Tolleson Union High School District for a monetary donation.

**PARTICIPATION:**

A neighborhood meeting is not required for preliminary plats.
A letter was mailed to the Tolleson Union High School District Superintendent and Littleton Elementary School Superintendent on November 29, 2007 with an attached site plan. No correspondence has been received from either school district regarding this application to date.

**PLANNING COMMISSION ACTION:**

The Planning Commission considered this item at their meeting on June 19, 2008 and recommended **APPROVAL** of the proposed preliminary plat subject to the following 13 stipulations:

1. Development shall be in substantial conformance with the preliminary plat date stamped June 4, 2008 and the project narrative date stamped November 29, 2007.
2. Open space to be provided at a minimum of 74 acres.
3. The development shall be restricted to no more than 709 dwelling units.
4. Traffic circles and any other traffic calming features will be required to be dedicated as tracts.
5. A maintenance agreement will be required prior to recordation of final plat to maintain the proposed traffic circles, traffic calming measures, and median islands.
6. Parcel 10 and all other parcels are required to have a second access point other than that to Collector B.
7. A site specific traffic study will be required for the school site at future site plan submittal or at building permit application, whichever comes first.
8. Financial assurances in the form of a bond (preferred), cash, or a letter of credit in a form acceptable to the City Attorney will be required for the final plat cost contribution toward the following traffic signals prior to the issuance of the first permit:
    - Broadway Road & Collector B (main north-south collector) = 100%
    - Avondale Blvd. & Collector C (east-west collector) = 11%
9. Turn lanes shall be required to be constructed per requirements in the traffic study including any additional right-of-way at intersections found to be needed.
10. A site specific traffic study for the commercial site will be required at site plan application.
11. Off-site improvements will be required on the commercial site including a transit stop at site

plan submittal or at building permit application, whichever comes first.

12. All trail systems are to be shown on the grading and drainage plans and are to have vertical design shown.
13. The following items shall be required at the time civil improvement plans are submitted and prior to the issuance of any building permits:
    - Traffic calming measures that are required as per the results of the traffic study as an integral part of the roadway design. Such measures will be required to be reviewed and approved by the City Traffic Engineer.
    - Amenities for Safe Routes to School including ADA ramps, landing pads along sidewalk routes, school crossings, plus any other.
    - PUE and maintenance road locations adjacent to Broadway Road.
    - Location of trails and trail connections through parcels at key locations.
    - Signing and striping plan

Staff is recommending a modification of stipulation number 8 as recommended by the Planning Commission. The following language is consistent with Council stipulations approved in the past, and maintains the intent of the Planning Commission stipulation:

> 8. Prior to the issuance of any permit, the developer shall contribute 100% of the cost of a future traffic signal at the intersection of Broadway Road and Collector B, and 11% of the cost of a future traffic signal at the intersection of Avondale Boulevard and Collector C, as required by the City Engineer.

Subsequent to the Planning Commission hearing, staff discussed and determined that the following additional stipulations are recommended to formalize verbal agreements made between the City and the applicant during the review process:

> 14. The applicant shall provide financial assurances to the City of Avondale in the form of a bond, cash, or a letter of credit in a form acceptable to the City Attorney for all work being done within public right-of-way prior to the issuance of any permit. The amount of the financial assurance shall be determined by the Avondale Engineering Plan Review Division prior to approval of the first final construction documents.
> 15. As part of the first phase of construction, the developer shall complete all required improvements to Broadway Road and 107th Avenue adjacent to the property, as required by the City Engineer.
> 16. During construction, the developer shall underground or remove all open irrigation ditches on the subject property. The developer shall abandon all easements for removed irrigation ditches.

**ANALYSIS:**

<u>Lot Density</u>

The overall density of the proposed preliminary plat is 2.29 dwelling units per acre. The proposed density of the area designated in the General Plan as Low Density Residential (1-2.5 dwelling units per acre) is 2.80 dwelling units per acre. The proposed density of the area designated as Medium Density Residential (2.5-4.0 dwelling units per acre) is 2.75 dwelling units per acre.

The General Plan allows for an increase in density above the target density based on the inclusion of such things as exceptional design, open space, trails, and the mitigation of public impact on services. The proposed increase above the target density is justified by the exceptional design of the approved development plan.

Landscaping, Open Space, Walls & Entry Signs

The preliminary plat provides 41 acres of open space that is actively usable, in conformance with the PAD. Actively usable open space is comprised of:

- A 5.91 acre community park with a large turfed open play field, a Frisbee golf course, a tot lot with playground equipment, a ramada and a barbecue grill. The community park is centrally located and easily accessible to all residents.
- Nine pocket parks with turfed areas, playground equipment, shade structures, ramadas, and barbeque grills.
- A landscaped multiuse trail system that runs east-west and southeast-northwest within the utility easements located near the Roeser Road alignment. These multiuse trails will be comprised of concrete or stabilized decomposed granite, are landscaped with trees for shade, and provide benches and trash receptacles at established distances throughout their length.

Passive open space is un-landscaped and provided in the amount of nearly 33 additional acres in the form of retention areas and un-improved areas within the utility easement corridors.

Trees and shrubs will be provided along Broadway Road and 107th Avenue as well as along the collector streets between Broadway and Roeser Roads at a ratio of 1 tree and 2 shrubs for every 20 feet.

Tracts located along local entranceways to streets and neighborhoods will also be landscaped. All tracts are dedicated to the homeowners association (HOA), and all landscaping in the rights-of-way will be maintained by the HOA as well.

Three types of decorative walls are proposed:

- Perimeter - 6’ height, interspaced with columns, composed of decorative blocks, utilizing variations in colors, materials and size of blocks, and metal accent panels. These will be provided along arterial and minor collector streets.
- Neighborhood - As perimeter walls above, except without the metal accent panels. These walls will be provided adjacent to interior tracks and house side yards.
- View Fences - 6’ height, block columns spanned by 1’4” of block and 4’8” of wrought iron fence. These are intended to allow residents a view, and are provided at various appropriate locations.

The major entry sign will be at the intersection of Broadway Road and Hillcrest Boulevard (Collector B). Secondary entry signs will be provided at the entrances of each neighborhood.

Streets & Circulation

The proposed preliminary plat provides adequate site circulation and widths of streets. Three collector streets are proposed to be constructed. One will meander north-south through the center of the development and will intersect Broadway Road. Another will run east-west through the center of the development and connect to 107th Avenue.

Traffic calming measures such as traffic circles, speed humps and median islands are proposed.

Storm Water and Utilities

Potable water is provided to all lots tapping into the main Avondale system at both Broadway Road and 107th Avenue.

Sewer is provided to all lots. The ultimate outfall is to Avondale Boulevard. Lots north of the Collector C will be served by gravity line. Lots south of the Collector C will be served via lift station.

The preliminary plat provides adequate on-site retention to meet 100-year storm events, per Avondale General Engineering Guidelines.

**FINDINGS:**

Staff finds that the proposed preliminary plat complies with the General Plan, the Hillcrest PAD narrative, the Zoning Ordinance, the subdivision regulations, the General Engineering Guidelines, and other applicable development regulations.

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** application PP-07-3, a request for preliminary plat approval subject to the 13 stipulations recommended by the Planning Commission, except modifying stipulation number 8 as recommended by staff, and adding stipulations 14-16 as recommended by staff.

**PROPOSED MOTION:**

I move that the City Council accept the findings and **APPROVE** application PP-07-3, a request for preliminary plat approval, subject to the 13 stipulations recommended the Planning Commission except modifying stipulation number 8 as recommended by staff, and adding stipulations 14-16 as recommended by staff.

**ATTACHMENTS:**

**Click to download**

- Hillcrest pre plat Exhibits A-F

**FULL SIZE COPIES (Council Only):**

Hillcrest Preliminary Plat, Hillcrest Landscape Plans

**PROJECT MANAGER:**

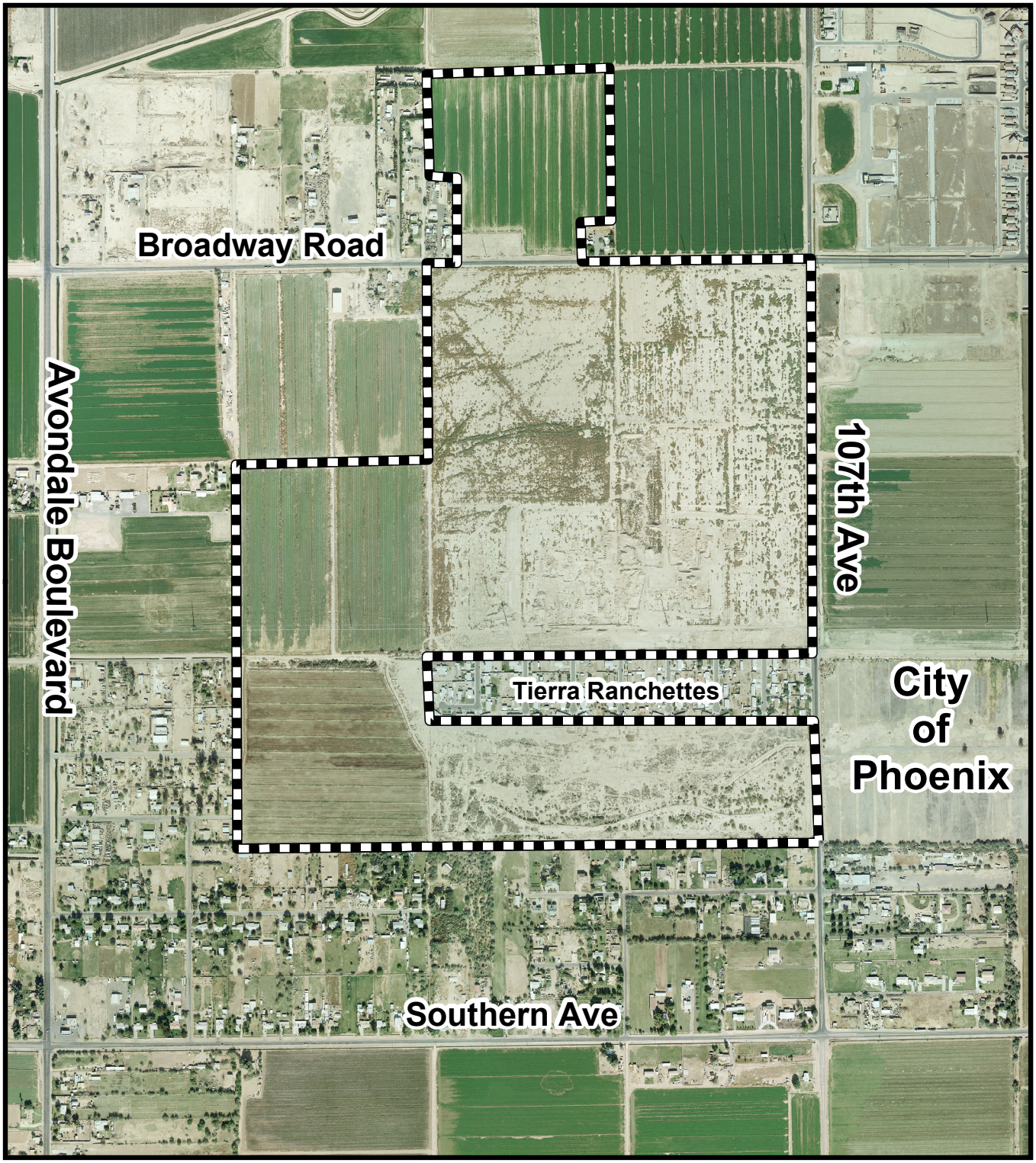
Scott Wilken, Senior Planner 623-333-4016

Hillcrest Preliminary Plat
PP-07-03

Exhibits

Exhibit A - Aerial Photo January 2008
Exhibit B - Zoning Vicinity Map
Exhibit C - General Plan Land Use Map
Exhibit D - Summary of Facts
Exhibit E - Preliminary Plat and Landscaping Plan, date stamped June 4, 2008
Exhibit F - Draft minutes of the June 19, 2008 Planning Commission meeting

Exhibit A

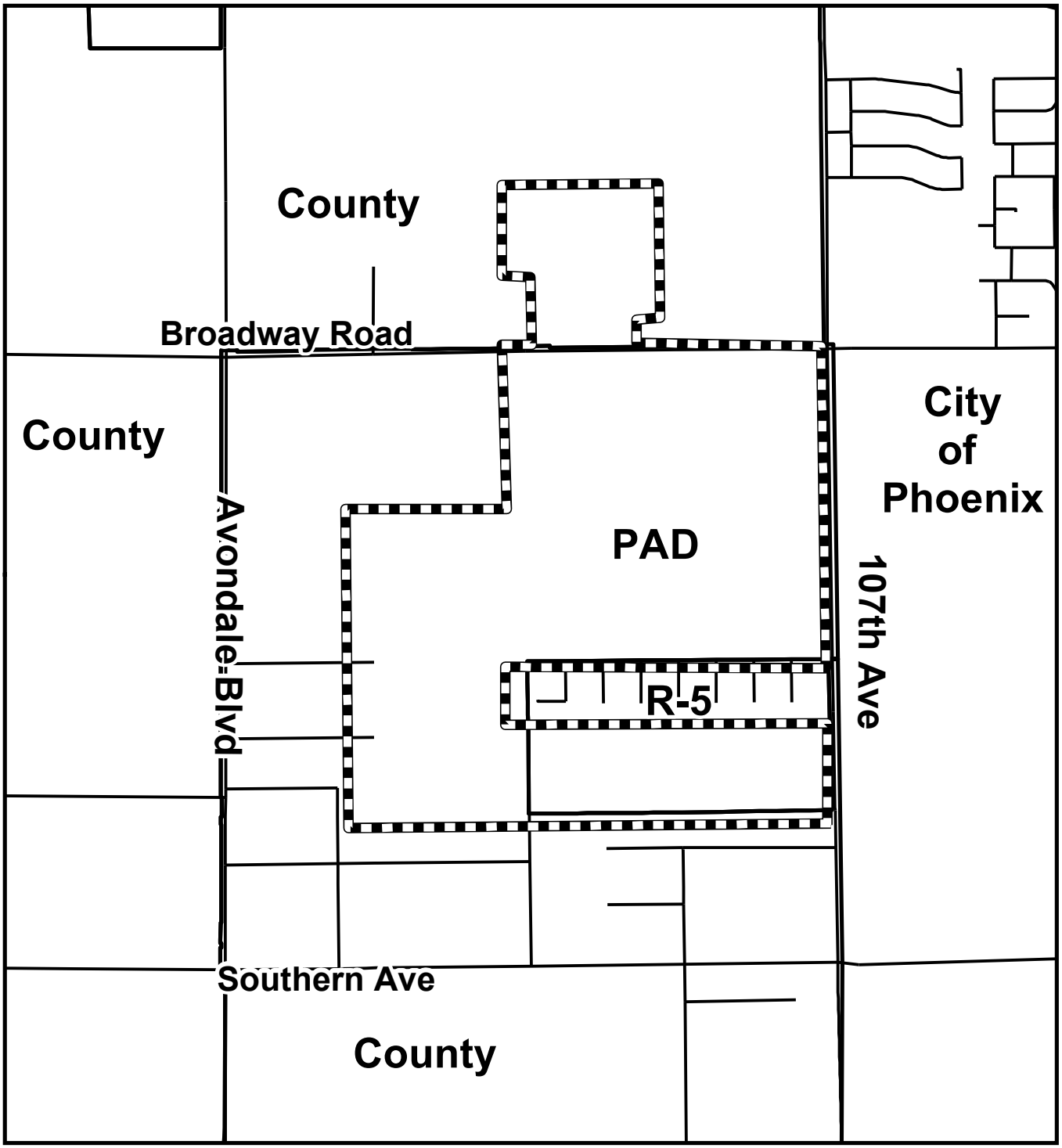



**Aerial Photo 2008**
**PP-07-3**

Subject Site

Avondale

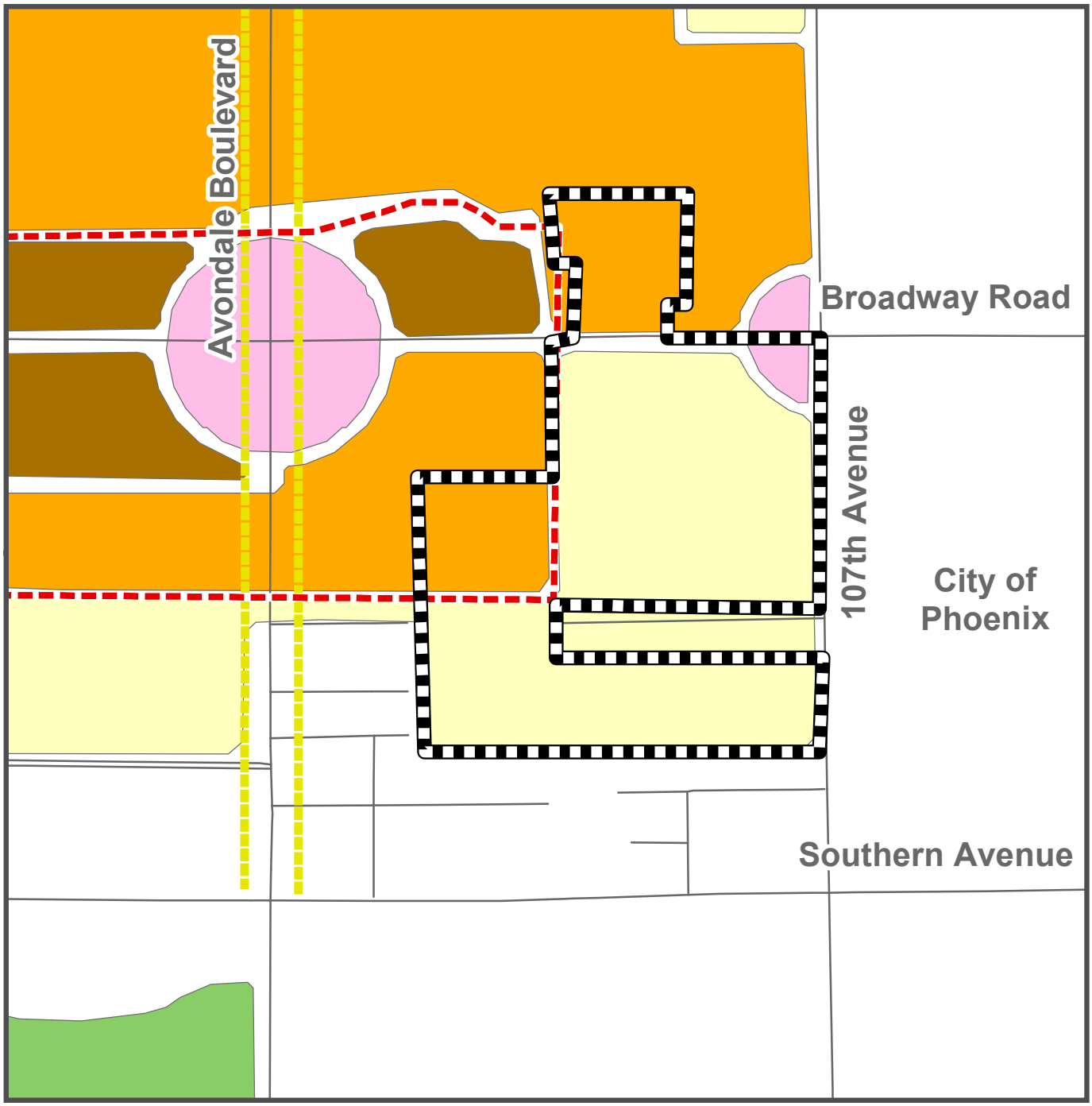
Exhibit B




**Zoning Vicinity Map**
**PP-07-3**

Subject Site

**Exhibit C**




## General Plan Land Use

- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities
- Subject Property

**Exhibit D**

*SUMMARY OF RELATED FACTS*
*APPLICATION PP-07-3*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | 300 Acres |
| LOCATION | SWC of 107th Avenue and Broadway Road |
| PHYSICAL CHARACTERISTICS | Relatively flat, with frontage on 107th Avenue and Broadway Road. |
| EXISTING LAND USE | Agricultural |
| EXISTING ZONING | Planned Area Development District (PAD) |
| ZONING HISTORY | Southeastern portion was annexed in 1984 and zoned R-5; the remainder was zoned County Rural-43 and annexed in November, 2007. The entire site was zoned Planned Area Development (PAD) in November of 2007. |
| DEVELOPMENT AGREEMENT | There are no development agreements on this property |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | County – Rural-43 Rural Zoning District – One Acre Per Dwelling Unit |
| EAST | County – Rural-43 Rural Zoning District – One Acre Per Dwelling Unit |
| SOUTH | County – Rural-43 Rural Zoning District – One Acre Per Dwelling Unit |
| WEST | County – Rural-43 Rural Zoning District – One Acre Per Dwelling Unit |

| *GENERAL PLAN* |
|---|
| The property is designated as Low Density Residential (1 – 2.5 du/ac), Medium Density Residential (2.5 – 4 du/ac), and Commercial. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary and Tolleson Union High School |
| ELEMENTARY SCHOOL | Country Place Elementary |
| HIGH SCHOOL | La Joya Community High School |

| *STREETS* | |
|---|---|
| **Broadway Road** | |
| Classification | Arterial |
| Existing half street ROW | 40 feet |
| Standard half street ROW | 65 feet |
| Existing half street improvements | 1 travel lane |
| Standard half street improvements | 2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping. |
| **107th Avenue** | |
| Classification | Arterial |
| Existing half street ROW | 33 feet |
| Standard half street ROW | 65 feet |
| Existing half street improvements | 1 travel lane |
| Standard half street improvements | 2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping. |

| *UTILITIES* |
|---|
| There are currently no water lines in Broadway Road or 107th Avenue adjacent to the site. Water lines will be required to be installed by the developer as part of the first phase.<br><br>There are currently no sewer lines in Broadway Road or 107th Avenue adjacent to the site. Sewer lines will be required to be installed by the developer as part of the first phase. |

Exhibit E

# PRELIMINARY PLAT FOR
# HILLCREST
## AVONDALE, ARIZONA

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 AND A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY COUNTY, ARIZONA

## LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19 AND A PORTION OF SECTION 30, ALL LYING WITHIN TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVE MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

BEGINNING AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 19, ALSO BEING ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 30 FROM WHICH A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 01 DEGREES 08 MINUTES 51 SECONDS EAST A DISTANCE OF 2655.67 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SOUTH 01 DEGREES 08 MINUTES 51 SECONDS EAST A DISTANCE OF 2505.66 FEET TO A LINE THAT IS PARALLEL WITH AND 150.00 FEET NORTH OF THE EAST–WEST MID–SECTION LINE OF SAID SECTION 30;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 3919.25 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 00 DEGREES 35 MINUTES 16 SECONDS WEST A DISTANCE OF 1167.30 FEET;

THENCE NORTH 89 DEGREES 01 MINUTES 53 SECONDS EAST A DISTANCE OF 1303.45 FEET TO THE NORTH–SOUTH–MID–SECTION LINE OF SAID SECTION 30;

THENCE ALONG SAID NORTH–SOUTH MID–SECTION LINE, NORTH 00 DEGREES 56 MINUTES 08 SECONDS WEST A DISTANCE OF 1324.60 FEET TO THE COMMON QUARTER CORNER OF SAID SECTIONS 19 AND 30;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 ALSO BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, NORTH 89 DEGREES 12 MINUTES 39 SECONDS EAST A DISTANCE OF 230.00 FEET;

THENCE LEAVING SAID LINES, NORTH 00 DEGREES 00 MINUTES 28 SECONDS WEST A DISTANCE OF 568.17 FEET;

THENCE SOUTH 88 DEGREES 57 MINUTES 42 SECONDS WEST A DISTANCE OF 230.00 FEET TO THE NORTH–SOUTH MID–SECTION LINE OF SAID SECTION 19;

THENCE ALONG SAID NORTH–SOUTH MID–SECTION LINE, NORTH 00 DEGREES 00 MINUTES 22 SECONDS WEST A DISTANCE OF 751.48 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE LEAVING SAID NORTH–SOUTH MID–SECTION LINE AND ALONG SAID NORTH LINE, NORTH 89 DEGREES 01 MINUTES 43 SECONDS EAST A DISTANCE OF 1289.98 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST LINE, SOUTH 00 DEGREES 25 MINUTES 49 SECONDS EAST A DISTANCE OF 1113.96 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89 DEGREES 12 MINUTES 39 SECONDS WEST A DISTANCE OF 208.70 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 49 SECONDS EAST A DISTANCE OF 208.70 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, ALSO BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, NORTH 89 DEGREES 12 MINUTES 39 SECONDS EAST A DISTANCE OF 1508.41 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 30 FROM WHICH A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHEAST CORNER THEREOF BEARS NORTH 01 DEGREES 08 MINUTES 51 SECONDS WEST A DISTANCE OF 2655.67;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, SOUTH 01 DEGREES 12 MINUTES 04 SECONDS EAST A DISTANCE OF 460.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01 DEGREES 12 MINUTES 04 SECONDS EAST A DISTANCE OF 837.60 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID EAST LINE AND ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 12 MINUTES 14 SECONDS WEST A DISTANCE OF 2615.24 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, SOUTH 89 DEGREES 12 MINUTES 09 SECONDS WEST A DISTANCE OF 1319.53 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 1307.75 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

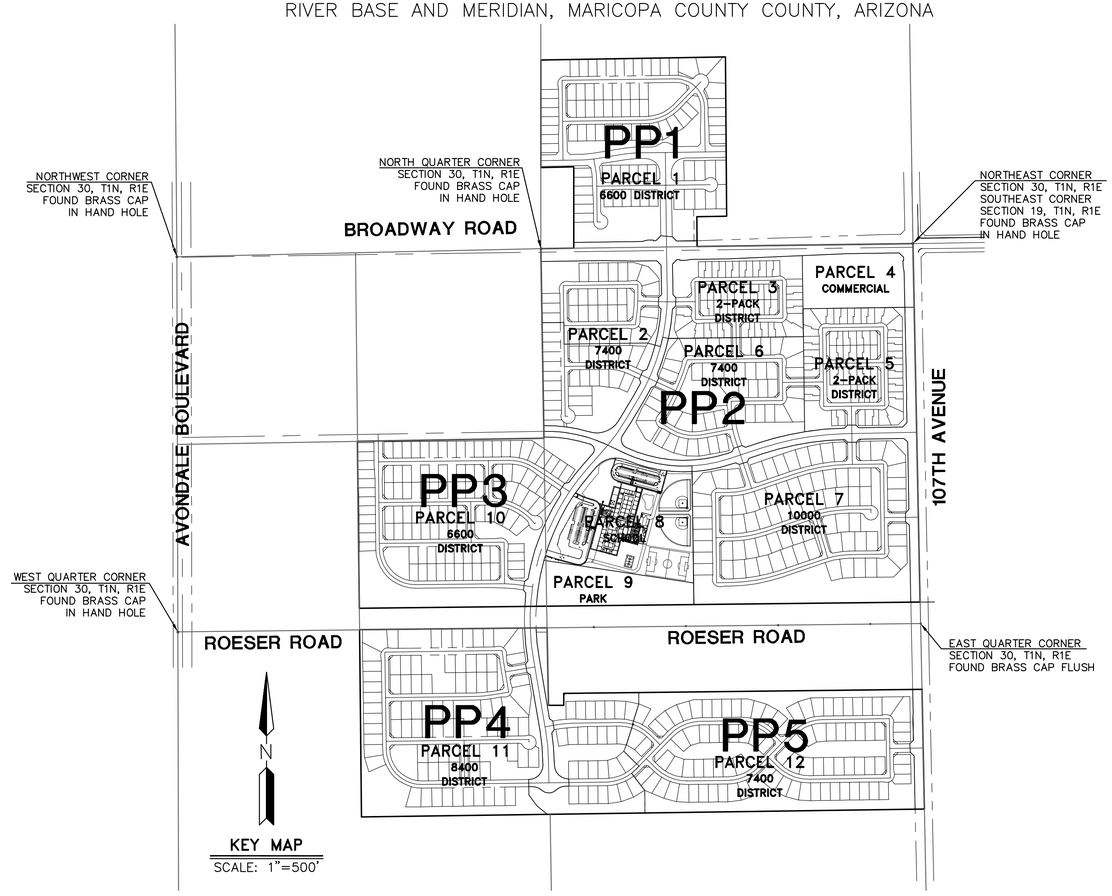
THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 21 MINUTES 06 SECONDS EAST A DISTANCE OF 1311.46 FEET TO THE CENTER OF SAID SECTION 30;

THENCE ALONG THE NORTH–SOUTH MID–SECTION LINE OF SAID SECTION 30, SOUTH 00 DEGREES 56 MINUTES 08 SECONDS EAST A DISTANCE OF 543.01 FEET;

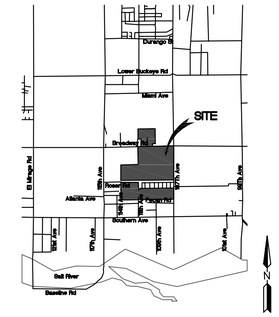
THENCE LEAVING SAID NORTH–SOUTH MID–SECTION LINE, NORTH 89 DEGREES 21 MINUTES 06 SECONDS EAST A DISTANCE OF 107.95 FEET;

THENCE NORTH 00 DEGREES 39 MINUTES 10 SECONDS WEST A DISTANCE OF 83.00 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 06 SECONDS EAST A DISTANCE OF 2503.02 FEET TO THE POINT OF BEGINNING.




KEY MAP
SCALE: 1"=500'




VICINITY MAP
N.T.S.

## LEGEND

| | |
|---|---|
| | BOUNDARY |
| | LOT LINES |
| | RIGHT OF WAY |
| | EASEMENT |
| | DETENTION/RETENTION LOCATION |
| PUE | PUBLIC UTILITY EASEMENT |
| 1 | SIGHT VISIBILITY EASEMENT |
| | WATERLINE AND VALVE |
| | SEWERLINE AND MANHOLE |
| | FIRE HYDRANT |
| 1620 | EXISTING CONTOURS |
| DT01 | DETENTION/RETENTION LABEL PER DRAINAGE REPORT |
| | IRRIGATION CANAL LOCATION AND FLOW |

## PROJECT DESCRIPTION

CURRENT ZONING AS A PLANNED AREA DEVELOPMENT OVERLAY, WITH A SINGLE FAMILY RESIDENTIAL PRELIMINARY PLAT IN THE PAD ZONING DISTRICT.

## GENERAL NOTES

1. ALL STREETS WILL BE CONSTRUCTED TO MINIMUM CITY OF AVONDALE STANDARDS.
2. ONLY GRANITE, GROUND COVER AND FLOWERS LESS THAN 2' (MATURE) IN HEIGHT WILL BE ALLOWED IN THE VISIBILITY TRIANGLES AND SIGHT LINE EASEMENT.
3. MAINTENANCE OF ALL OPEN SPACE/RETENTION AREAS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
4. A PORTION OF THE DEVELOPMENT IS LOCATED IN THE SALT/GILA RIVER FLOODPLAIN, ZONE "AE" OF THE EFFECTIVE FLOOD INSURANCE RATE MAP, WITH THE REMAINDER OF THE PROPERTY IN THE ZONE "X".
5. ALL UTILITIES ARE TO BE PLACED UNDERGROUND EXCEPT 69KV OR GREATER.
6. INTERIOR STREETS WILL BE DEDICATED TO THE CITY OF AVONDALE UPON ACCEPTANCE BY AVONDALE'S ENGINEERING DEPARTMENT.
7. ALL WATER LINES WILL HAVE A MINIMUM WATER PRESSURE OF 40 PSI.
8. EXISTING CONTOURS ARE INDICATED. ALL DEVELOPED AREAS WILL DRAIN TO ON–SITE DETENTION BASINS.
9. A LANDSCAPE INVENTORY AND SALVAGE PLAN WILL BE PROVIDED PRIOR TO THE FINAL PLAT APPROVAL. ALL SALVAGEABLE MATERIALS WILL BE CLEARLY FLAGGED WITH REFLECTIVE TAPE VISIBLE FROM ALL DIRECTIONS.
10. A COPY OF THE SOILS REPORT, NATIVE PLANTS INVENTORY AND CULTURAL RECOVERY DATA SHALL BE SUBMITTED TO THE CITY FOR REVIEW PRIOR TO FINAL PLAT APPROVAL.
11. ALL SIGNAGE SHALL BE SUBJECT TO AVONDALE'S SIGN PERMIT PROCESS.
12. ALL DEVELOPMENTS WITHIN THE PAD SHALL BE SUBJECT TO THE CITY'S DESIGN REVIEW PROCESS.
13. SECONDARY ACCESS TO PARCEL 1 SHALL BE PROVIDED BY THE EXTENSION OF COLLECTOR A OFF–SITE. IF THIS IS NOT PROVIDED AT THE TIME OF PERMITTING, THEN PARCEL 1 SHALL BE SPRINKLERED.

## DEVELOPER/OWNER

EVERGREEN HILLCREST, L.L.C.
2390 EAST CAMELBACK ROAD, SUITE 410
PHOENIX, ARIZONA 85016
PHONE: (602) 808–8600
FAX: (602) 567–7159

CONTACT: MATT BUTCHER

## ENGINEER:

CMX, L.L.C.
16165 NORTH 83RD AVENUE, SUITE 201
PEORIA, ARIZONA 85382
PHONE: (623) 466–6040
FAX: (623) 466–6041

PROJECT ENGINEER: VICTOR J. PILAR
AZ. REG. NO. 32540

## BENCHMARK

BENCHMARK IS NATIONAL GEODETIC SURVEY CONTROL POINT DV0444
ELEVATION = 939.03 FEET
NAVD 88 DATUM

SITE BENCHMARK IS BRASS CAP IN HAND HOLE AT THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST.
ELEVATION = 963.78 FEET
NAVD 88 DATUM

## BASIS OF BEARING:

BASIS OF BEARING IS N00°08'28"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30.

## SHEET INDEX


| | |
|---|---|
| CV01 | COVER SHEET |
| CV02 | ADJACENT LAND OWNERSHIP |
| CV03 | PARCEL SUMMARY & PAD TABLES |
| DT01 | DETAILS AND CROSS SECTION |
| PP01–PP05 | PRE–PLAT |


## UTILITY COMPANIES:

| | |
|---|---|
| WATER | CITY OF AVONDALE |
| SEWER | CITY OF AVONDALE |
| ELEC. | SALT RIVER PROJECT |
| GAS | SOUTHWEST GAS |
| TELEPHONE | QWEST COMMUNICATIONS |
| CABLE TV. | COX COMMUNICATIONS |
| POLICE | CITY OF AVONDALE |
| FIRE | CITY OF AVONDALE |
| SCHOOL DISTRICT | LITTLETON ELEMENTARY AND TOLLESON UNION HIGH SCHOOL DISTRICT |
| WASTE DISPOSAL | CITY OF AVONDALE |

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
32540
VICTOR J. PILAR
Date Signed 5-21-08
ARIZONA U.S.A.
Expires 6/30/2009

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Blue Stake Center
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HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

PRELIMINARY PLAT – COVER SHEET

| | | | |
|---|---|---|---|
| CMX PROJ:6976 | DATE: 5-19-08 | SCALE: N.T.S. | |
| DESIGNED: CMX | DRAWN: CMX | APPROVED: CMX | |
| REV. | | | |

DWG. NO. CV01
SHT. 1 OF 9


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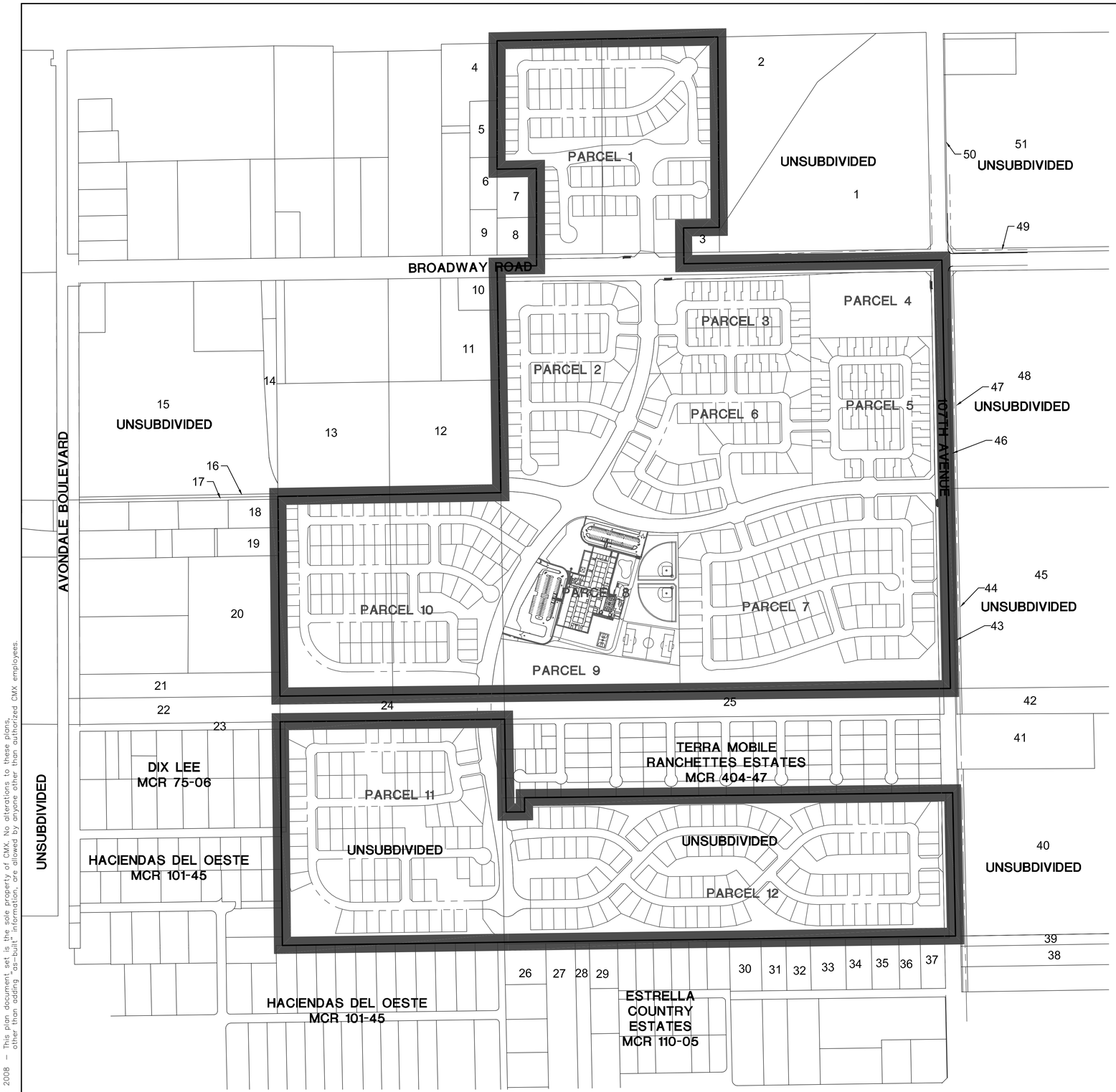


| # | OWNER | PARCEL # |
|---|---|---|
| 1 | MHALE FAMILY LLLP | 101-24-004-B |
| 2 | MHALE FAMILY LLLP | 101-24-005 |
| 3 | MOOREHEAD JIMMIE R TR | 101-24-003-C |
| 4 | TORRES FELIX J/VICTORIA M | 101-23-005-H |
| 5 | MOOREHEAD JIMMIE & PATRICIA | 101-24-005-F |
| 6 | MARQUEZ EFRAIN O | 101-23-005-K |
| 7 | TORRES FELIX J/VICTORIA M | 101-24-006-B |
| 8 | TORRES FELIX J/VICTORIA M | 101-24-006-C |
| 9 | MARTIN JAMIE | 101-23-005-L |
| 10 | TOBIN ARTHUR C | 101-42-005-K |
| 11 | TOBIN ARTHUR C | 101-42-005-L |
| 12 | TOBIN ARTHUR C | 101-42-005-N |
| 13 | TOBIN ARTHUR C | 101-42-005-P |
| 14 | REDIGER MELVIN K | 101-42-004-F |
| 15 | TRES RIOS VILLAGE LLC | 101-42-004-G |
| 16 | EVERGREEN-HILLCREST LLC | 101-42-005-C |
| 17 | RODRIGUEZ TONY/ AURORA | 414-42-003-F |
| 18 | RODRIGUEZ TONY/ AURORA | 101-42-012 |
| 19 | GOMEZ LUIS G | 101-42-014 |
| 20 | EVERGREEN-HILLCREST LLC | 101-42-003-U |
| 21 | EVERGREEN-HILLCREST LLC | 101-42-003-Q |
| 22 | USLIFE TITLE CO OF AZ TR 530 | 101-42-003-P |
| 23 | CASHION JAMES ANGUS & JOSEPHINE BLANCH | 101-43-006-A |
| 24 | USLIFE TITLE CO TR 530 | 101-42-006-B |
| 25 | US LIFE TITLE CO TR 530 | 101-42-001-D |
| 26 | NORWOOD STEVEN J | 101-41-002-Z |
| 27 | HEAD CLIFFORD W | 101-41-002-Q |
| 28 | RYAN FAMILY TRUST | 101-41-002-K |
| 29 | N/A | 101-41-136 |
| 30 | LIMAS JESUS EDUARDO/GISELLE LEONOR | 101-41-010-C |
| 31 | GONZALEZ PORFIRIO/FRANCISCA | 101-41-010-B |
| 32 | PARKER JAMES K ETAL | 101-41-009-A |
| 33 | GARCIA ENRIQUE | 101-41-009-B |
| 34 | ELLETT ROBERT O & SHARON K | 101-41-005-G |
| 35 | TRINIDAD STANLEY L/MARIA A | 101-41-005-N |
| 36 | WAT THYDAPUTIKARAM OF ARIZONA INC | 101-41-005-P |
| 37 | PEREZ ANDRES/AGUILAR CARMEN | 101-41-005-U |
| 38 | MA DE LOS ANGELES MEZA | 101-40-006-Q |
| 39 | CORTINA ADELITA | 101-40-006-M |
| 40 | CNC 143 LLC | 101-40-002-F |
| 41 | CITY OF PHOENIX | 101-40-002-E |
| 42 | USLIFE TITLE CO TR 530 | 101-39-005-E |
| 43 | MHALE FAMILY LLLP | 101-39-005-H |
| 44 | MHALE FAMILY LLLP | 101-39-005-F |
| 45 | MHALE FAMILY LLLP | 101-39-005-D |
| 46 | FIRST AMERICAN TITLE INSURACE CO TR NO 8576 | 101-39-008-C |
| 47 | FIRST AMERICAN TITLE INSURACE CO TR NO 8576 | 101-39-008-D |
| 48 | SECURITY TITLE AGENCY | 101-39-008-G |
| 49 | U S A -BUREAU OF RECLAMATION- | 101-25-012-K |
| 50 | SECURITY TITLE AGENCY TR NO 54071 | 101-42-012-R |
| 51 | SECURITY TITLE AGENCY TR NO 54071 | 101-25-012-S |

N

KEY MAP
SCALE: 1"=300'

Two working days before you dig
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602-263-1100
Blue Stake Center
CALL COLLECT

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
32540
VICTOR J.
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NEW YORK • PENNSYLVANIA • MEXICO


# HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## PRELIMINARY PLAT – ADJACENT LAND OWNERSHIP

CMX PROJ:6976
DESIGNED: CMX
REV.
DATE: 5-19-08
DRAWN: CMX
SCALE: N.T.S.
APPROVED: CMX

DWG. NO. CV02
SHT. 2 OF 9

\\fileserv_cmx\projects\6000\6976\Preliminary-Plat\6976-CV02.dwg 05-22-2008 - 8:56am


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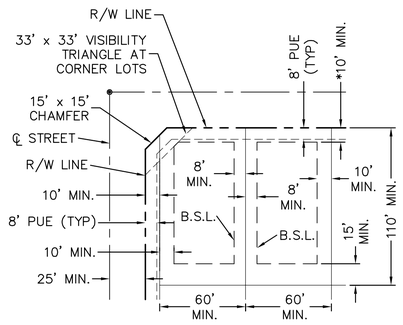
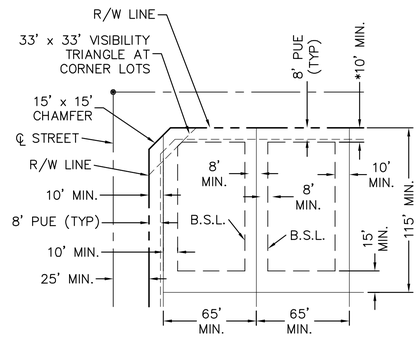
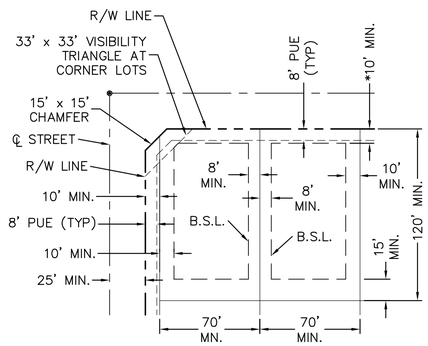


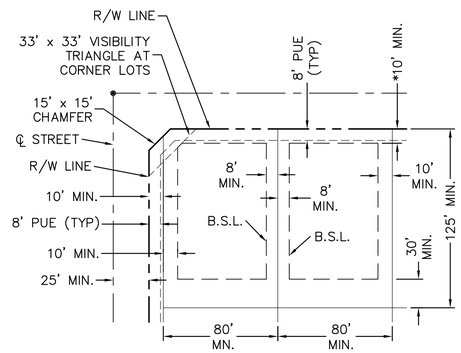

TYPICAL LOT SETBACKS 6600 DISTRICT
SCALE = 1" = 50'



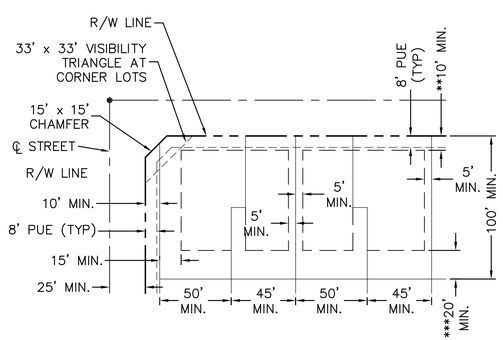

TYPICAL LOT SETBACKS 7400 DISTRICT
SCALE = 1" = 50'




TYPICAL LOT SETBACKS 8400 DISTRICT
SCALE = 1" = 50'




TYPICAL LOT SETBACKS 10000 DISTRICT
SCALE = 1" = 50'




TYPICAL LOT SETBACKS 2-PACK
SCALE = 1" = 50'

NOTES:

* FRONT SETBACKS ARE A MINIMUM OF 10' TO A COURTYARD OR SIDE ENTRY GARAGE, 12' TO LIVABLE SPACE, OR 20' TO THE FACE OF THE GARAGE.

** FRONT SETBACKS ARE A MINIMUM OF 10' TO THE PORCH OR LIVABLE SPACE OR 18' TO THE FACE OF THE GARAGE IF FRONT LOADED.

*** REAR SETBACKS ARE A MINIMUM OF 10' TO A REAR LOADED GARAGE OR 20' TO LIVABLE SPACE.

| HILLCREST SUMMARY TABLE | | | | | | |
|---|---|---|---|---|---|---|
| PARCEL NUMBER | AREA NET ACRES | NUMBER OF UNITS | MIN. LOT AREA | MIN. LOT WIDTH | MIN. LOT DEPTH | REMARKS |
| 1 | 30.63 | 87 | 6,600 | 60 | 110 | SINGLE FAMILY |
| 2 | 19.87 | 58 | 7,475 | 65 | 115 | SINGLE FAMILY |
| 3 | 11.58 | 53 | 4,500 | 45 | 100 | 2-PACK |
| 4* | 6.14 | | – | – | – | COMMERICAL |
| 5 | 13.74 | 64 | 4,500 | 45 | 100 | 2-PACK |
| 6 | 19.89 | 50 | 7,475 | 65 | 115 | SINGLE FAMILY |
| 7 | 37.22 | 82 | 10,000 | 80 | 125 | SINGLE FAMILY |
| 8 | 15.37 | | – | – | – | SCHOOL |
| 9 | 5.91 | | – | – | – | PARK |
| 10 | 36.21 | 113 | 6,600 | 60 | 110 | SINGLE FAMILY |
| 11 | 36.41 | 84 | 8,400 | 70 | 120 | SINGLE FAMILY |
| 12 | 49.41 | 118 | 7,475 | 65 | 115 | SINGLE FAMILY |

| AREA SUMMARY | |
|---|---|
| OVERALL AREA GROSS | 309.67 |
| OVERALL AREA NET | 282.38 |
| NUMBER OF LOTS | 709 |
| TOTAL % COMMERCIAL | 2.00% |
| TOTAL % OPEN SPACE | 24.53% |
| DENSITY (709/309.67) | 2.29 |

* PARCEL 4 IS NOT A PART OF THE PRELIMINARY PLAT. THE ACREAGE IS INCLUDED WITHIN THESE TABLES TO PROVIDE CORRELATION TO THE APPROVED PAD.

Two working days before you dig CALL FOR THE BLUE STAKES 602-263-1100 Blue Stake Center CALL COLLECT

REGISTERED PROFESSIONAL ENGINEER (CIVIL) 32540 VICTOR J. PILAR 5-21-08 SIGN & SEAL ARIZONA U.S.A. Expires 6/30/2010

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HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

PRELIMINARY PLAT – PARCEL SUMMARY AND PAD TABLES

CMX PROJ:6976 | DATE: 5-19-08 | SCALE: N.T.S.
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DWG. NO. CV03
SHT. 3 OF 9

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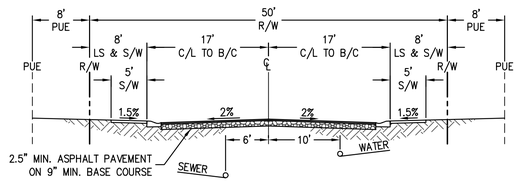
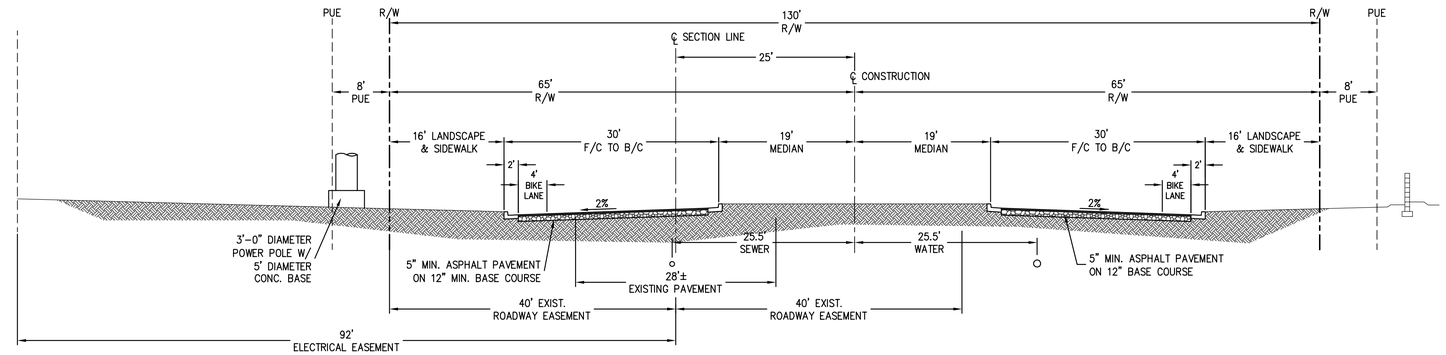
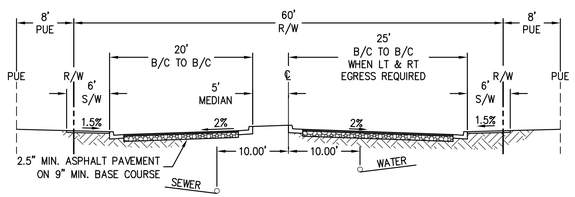
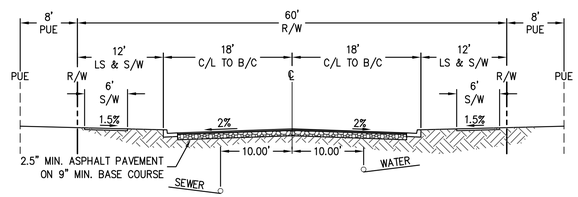



## LOCAL STREET
SCALE: 1" = 10'




## MAJOR ARTERIAL
BROADWAY ROAD
LANES TO BE BUILT PER TIS
SCALE: 1" = 10'




## LOCAL ENTRY STREETS
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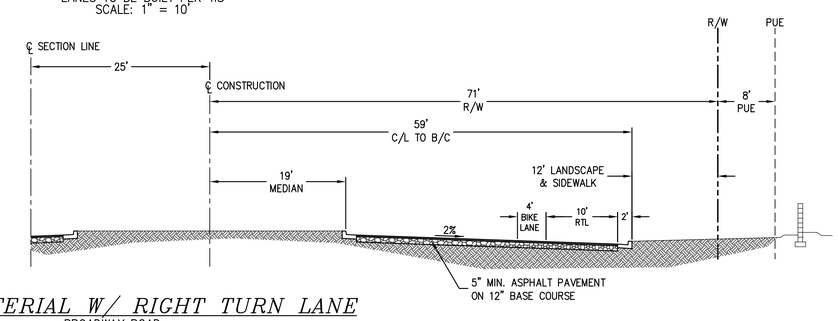
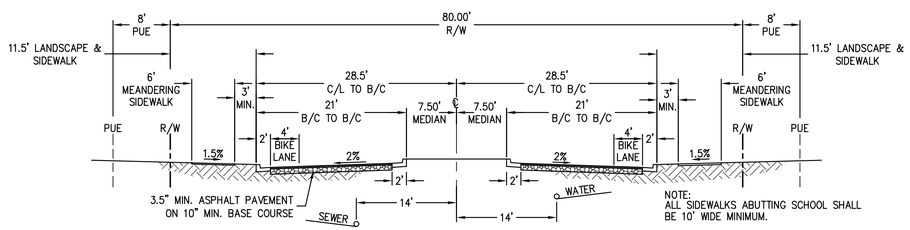
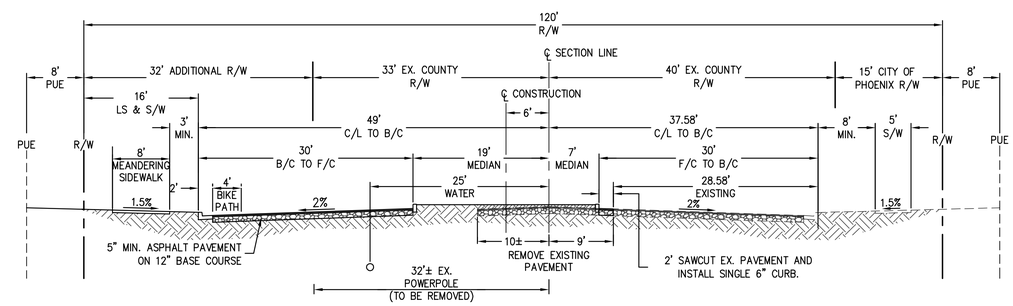


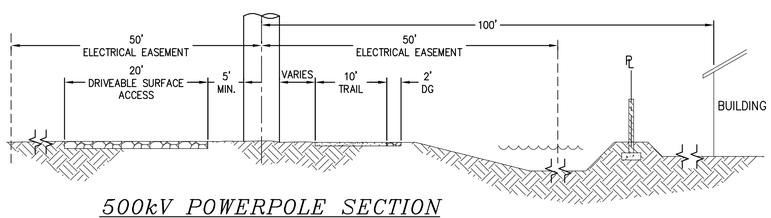

## MAJOR ARTERIAL W/ RIGHT TURN LANE
BROADWAY ROAD
SCALE: 1" = 10'



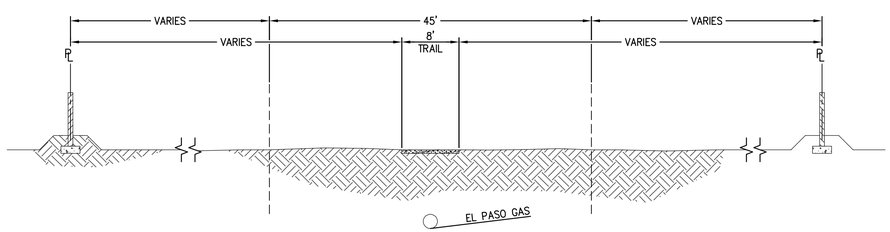

## MINOR COLLECTOR
SCALE: 1" = 10'



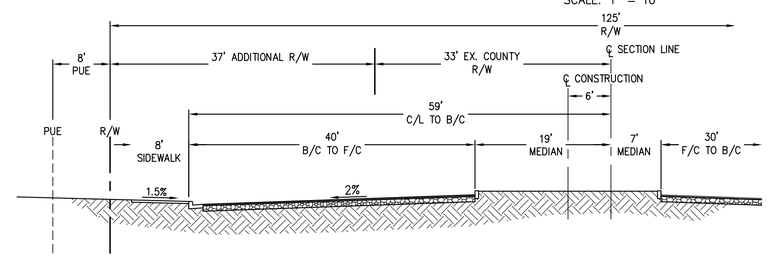

## MAJOR ARTERIAL
107TH AVENUE
SCALE: 1" = 10'




## 500kV POWERPOLE SECTION
SCALE: 1" = 10'




## EL PASO GAS CORRIDOR
SCALE: 1" = 10'




## MAJOR ARTERIAL W/ RIGHT TURN LANE
107TH AVENUE
SCALE: 1" = 10'

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# HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## PRELIMINARY PLAT – STREET SECTION

| | | |
|---|---|---|
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DWG. NO. DT01
SHT. 4 OF 9

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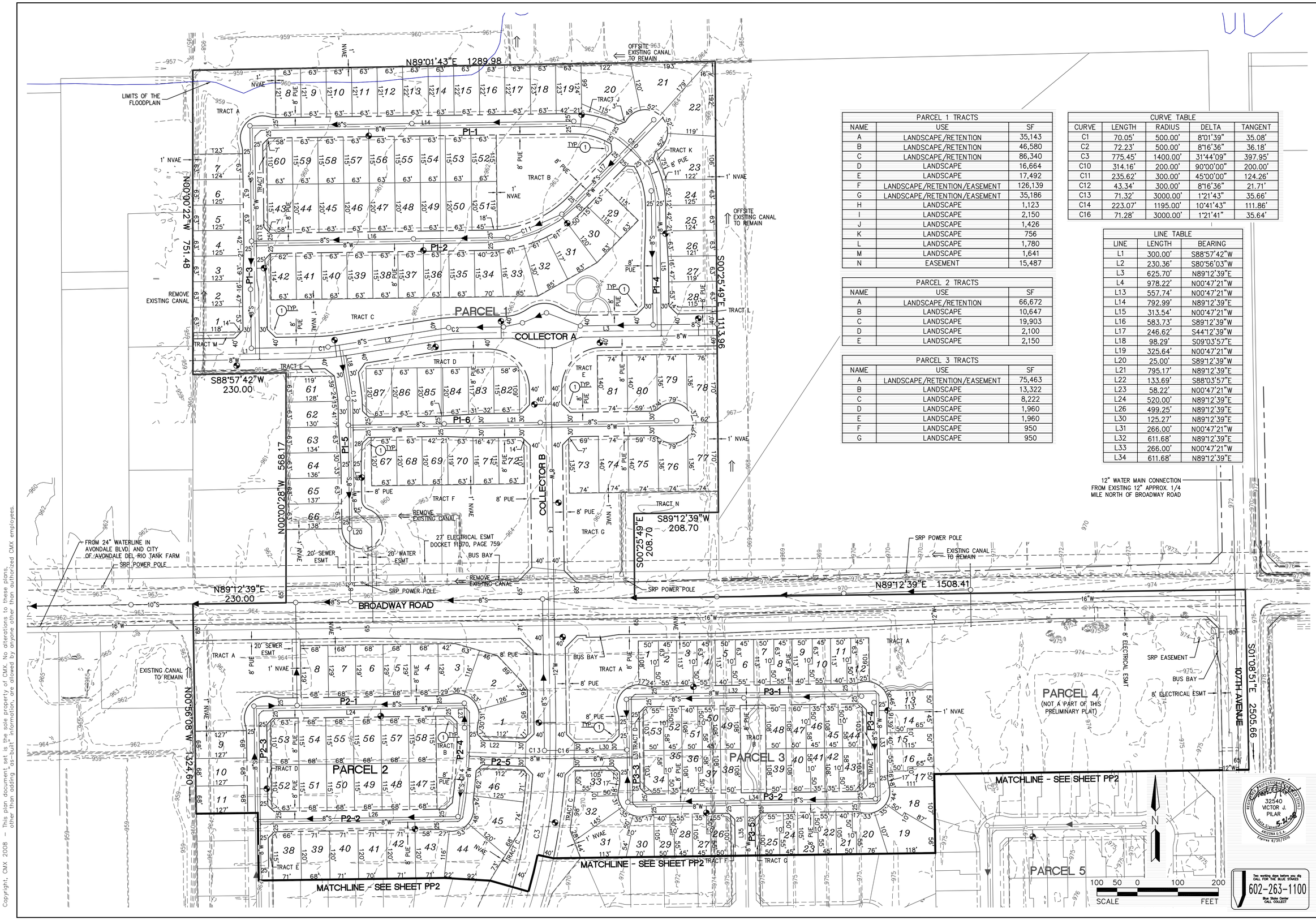


| PARCEL 1 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION | 35,143 |
| B | LANDSCAPE/RETENTION | 46,580 |
| C | LANDSCAPE/RETENTION | 86,340 |
| D | LANDSCAPE | 16,664 |
| E | LANDSCAPE | 17,492 |
| F | LANDSCAPE/RETENTION/EASEMENT | 126,139 |
| G | LANDSCAPE/RETENTION/EASEMENT | 35,186 |
| H | LANDSCAPE | 1,123 |
| I | LANDSCAPE | 2,150 |
| J | LANDSCAPE | 1,426 |
| K | LANDSCAPE | 756 |
| L | LANDSCAPE | 1,780 |
| M | LANDSCAPE | 1,641 |
| N | EASEMENT | 15,487 |

| PARCEL 2 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION | 66,672 |
| B | LANDSCAPE | 10,647 |
| C | LANDSCAPE | 19,903 |
| D | LANDSCAPE | 2,100 |
| E | LANDSCAPE | 2,150 |

| PARCEL 3 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION/EASEMENT | 75,463 |
| B | LANDSCAPE | 13,322 |
| C | LANDSCAPE | 8,222 |
| D | LANDSCAPE | 1,960 |
| E | LANDSCAPE | 1,960 |
| F | LANDSCAPE | 950 |
| G | LANDSCAPE | 950 |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT |
| C1 | 70.05' | 500.00' | 8°01'39" | 35.08' |
| C2 | 72.23' | 500.00' | 8°16'36" | 36.18' |
| C3 | 775.45' | 1400.00' | 31°44'09" | 397.95' |
| C10 | 314.16' | 200.00' | 90°00'00" | 200.00' |
| C11 | 235.62' | 300.00' | 45°00'00" | 124.26' |
| C12 | 43.34' | 300.00' | 8°16'36" | 21.71' |
| C13 | 71.32' | 3000.00' | 1°21'43" | 35.66' |
| C14 | 223.07' | 1195.00' | 10°41'43" | 111.86' |
| C16 | 71.28' | 3000.00' | 1°21'41" | 35.64' |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 300.00' | S88°57'42"W |
| L2 | 230.36' | S80°56'03"W |
| L3 | 625.70' | N89°12'39"E |
| L4 | 978.22' | N00°47'21"W |
| L13 | 557.74' | N00°47'21"W |
| L14 | 792.99' | N89°12'39"E |
| L15 | 313.54' | N00°47'21"W |
| L16 | 583.73' | S89°12'39"W |
| L17 | 246.62' | S44°12'39"W |
| L18 | 98.29' | S09°03'57"E |
| L19 | 325.64' | N00°47'21"W |
| L20 | 25.00' | S89°12'39"W |
| L21 | 795.17' | N89°12'39"E |
| L22 | 133.69' | S88°03'57"E |
| L23 | 58.22' | N00°47'21"W |
| L24 | 520.00' | N89°12'39"E |
| L26 | 499.25' | N89°12'39"E |
| L30 | 125.27' | N89°12'39"E |
| L31 | 266.00' | N00°47'21"W |
| L32 | 611.68' | N89°12'39"E |
| L33 | 266.00' | N00°47'21"W |
| L34 | 611.68' | N89°12'39"E |


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# HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## PRELIMINARY PLAT

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
32540
VICTOR J. PILAR
Date Signed 5-21-08
ARIZONA U.S.A.
Expires 6/30/2008

| | |
|---|---|
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| REV. | APPROVED: CMX |

SCALE: 1" = 100'

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SHT. 5 OF 9

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Blue Stake Center CALL COLLECT

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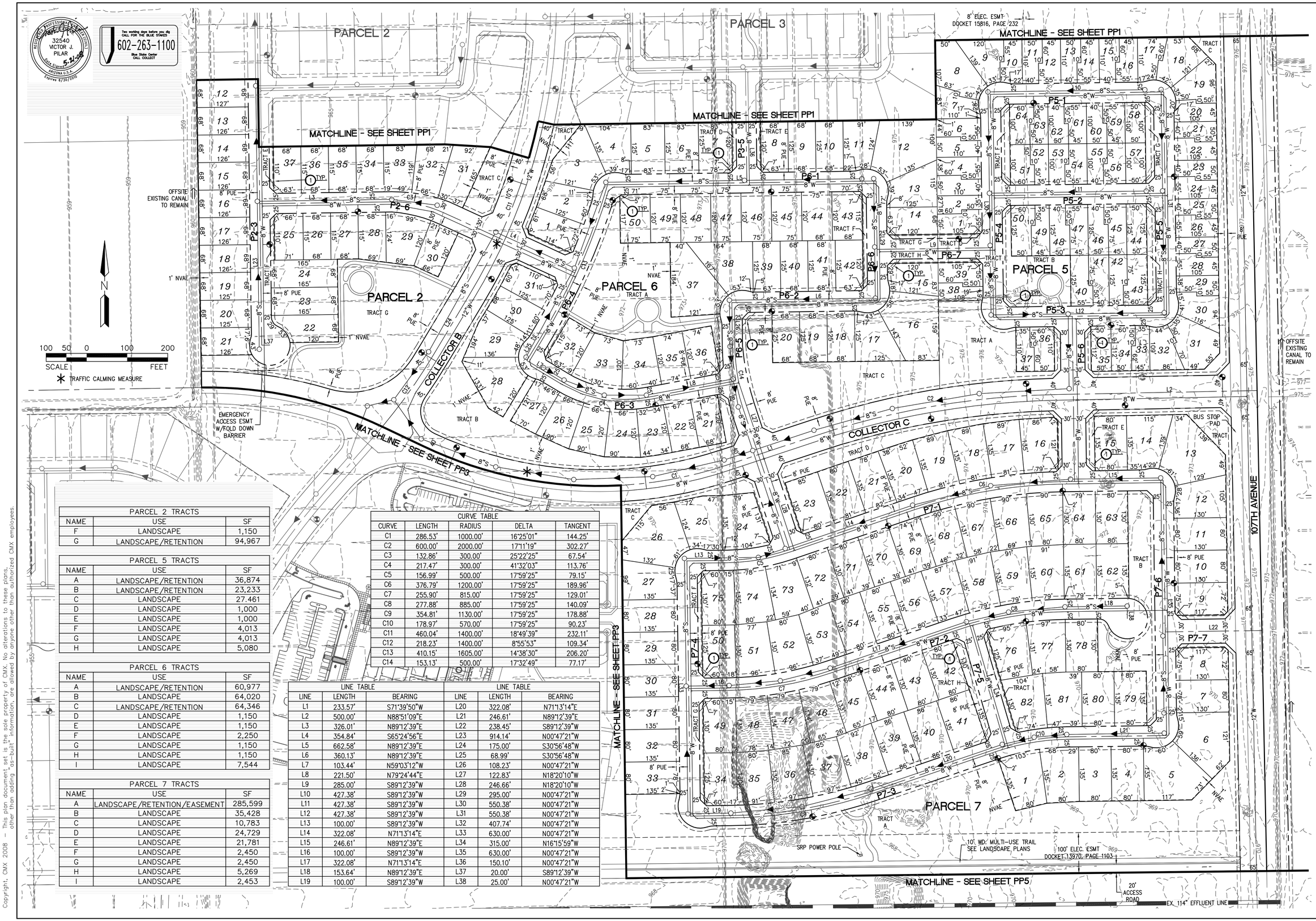


| PARCEL 2 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| F | LANDSCAPE | 1,150 |
| G | LANDSCAPE/RETENTION | 94,967 |

| PARCEL 5 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION | 36,874 |
| B | LANDSCAPE/RETENTION | 23,233 |
| C | LANDSCAPE | 27.461 |
| D | LANDSCAPE | 1,000 |
| E | LANDSCAPE | 1,000 |
| F | LANDSCAPE | 4,013 |
| G | LANDSCAPE | 4,013 |
| H | LANDSCAPE | 5,080 |

| PARCEL 6 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION | 60,977 |
| B | LANDSCAPE | 64,020 |
| C | LANDSCAPE/RETENTION | 64,346 |
| D | LANDSCAPE | 1,150 |
| E | LANDSCAPE | 1,150 |
| F | LANDSCAPE | 2,250 |
| G | LANDSCAPE | 1,150 |
| H | LANDSCAPE | 1,150 |
| I | LANDSCAPE | 7,544 |

| PARCEL 7 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION/EASEMENT | 285,599 |
| B | LANDSCAPE | 35,428 |
| C | LANDSCAPE | 10,783 |
| D | LANDSCAPE | 24,729 |
| E | LANDSCAPE | 21,781 |
| F | LANDSCAPE | 2,450 |
| G | LANDSCAPE | 2,450 |
| H | LANDSCAPE | 5,269 |
| I | LANDSCAPE | 2,453 |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT |
| C1 | 286.53' | 1000.00' | 16°25'01" | 144.25' |
| C2 | 600.00' | 2000.00' | 17°11'19" | 302.27' |
| C3 | 132.86' | 300.00' | 25°22'25" | 67.54' |
| C4 | 217.47' | 300.00' | 41°32'03" | 113.76' |
| C5 | 156.99' | 500.00' | 17°59'25" | 79.15' |
| C6 | 376.79' | 1200.00' | 17°59'25" | 189.96' |
| C7 | 255.90' | 815.00' | 17°59'25" | 129.01' |
| C8 | 277.88' | 885.00' | 17°59'25" | 140.09' |
| C9 | 354.81' | 1130.00' | 17°59'25" | 178.88' |
| C10 | 178.97' | 570.00' | 17°59'25" | 90.23' |
| C11 | 460.04' | 1400.00' | 18°49'39" | 232.11' |
| C12 | 218.23' | 1400.00' | 8°55'53" | 109.34' |
| C13 | 410.15' | 1605.00' | 14°38'30" | 206.20' |
| C14 | 153.13' | 500.00' | 17°32'49" | 77.17' |

| LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|
| LINE | LENGTH | BEARING | LINE | LENGTH | BEARING |
| L1 | 233.57' | S71°39'50"W | L20 | 322.08' | N71°13'14"E |
| L2 | 500.00' | N88°51'09"E | L21 | 246.61' | N89°12'39"E |
| L3 | 326.01' | N89°12'39"E | L22 | 238.45' | S89°12'39"W |
| L4 | 354.84' | S65°24'56"E | L23 | 914.14' | N00°47'21"W |
| L5 | 662.58' | N89°12'39"E | L24 | 175.00' | S30°56'48"W |
| L6 | 360.13' | N89°12'39"E | L25 | 68.99' | S30°56'48"W |
| L7 | 103.44' | N59°03'12"W | L26 | 108.23' | N00°47'21"W |
| L8 | 221.50' | N79°24'44"E | L27 | 122.83' | N18°20'10"W |
| L9 | 285.00' | S89°12'39"W | L28 | 246.66' | N18°20'10"W |
| L10 | 427.38' | S89°12'39"W | L29 | 295.00' | N00°47'21"W |
| L11 | 427.38' | S89°12'39"W | L30 | 550.38' | N00°47'21"W |
| L12 | 427.38' | S89°12'39"W | L31 | 550.38' | N00°47'21"W |
| L13 | 100.00' | S89°12'39"W | L32 | 407.74' | N00°47'21"W |
| L14 | 322.08' | N71°13'14"E | L33 | 630.00' | N00°47'21"W |
| L15 | 246.61' | N89°12'39"E | L34 | 315.00' | N16°15'59"W |
| L16 | 100.00' | S89°12'39"W | L35 | 630.00' | N00°47'21"W |
| L17 | 322.08' | N71°13'14"E | L36 | 150.10' | N00°47'21"W |
| L18 | 153.64' | N89°12'39"E | L37 | 20.00' | S89°12'39"W |
| L19 | 100.00' | S89°12'39"W | L38 | 25.00' | N00°47'21"W |

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# HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

# PRELIMINARY PLAT

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DWG. NO. PP02
SHT. 6 OF 9

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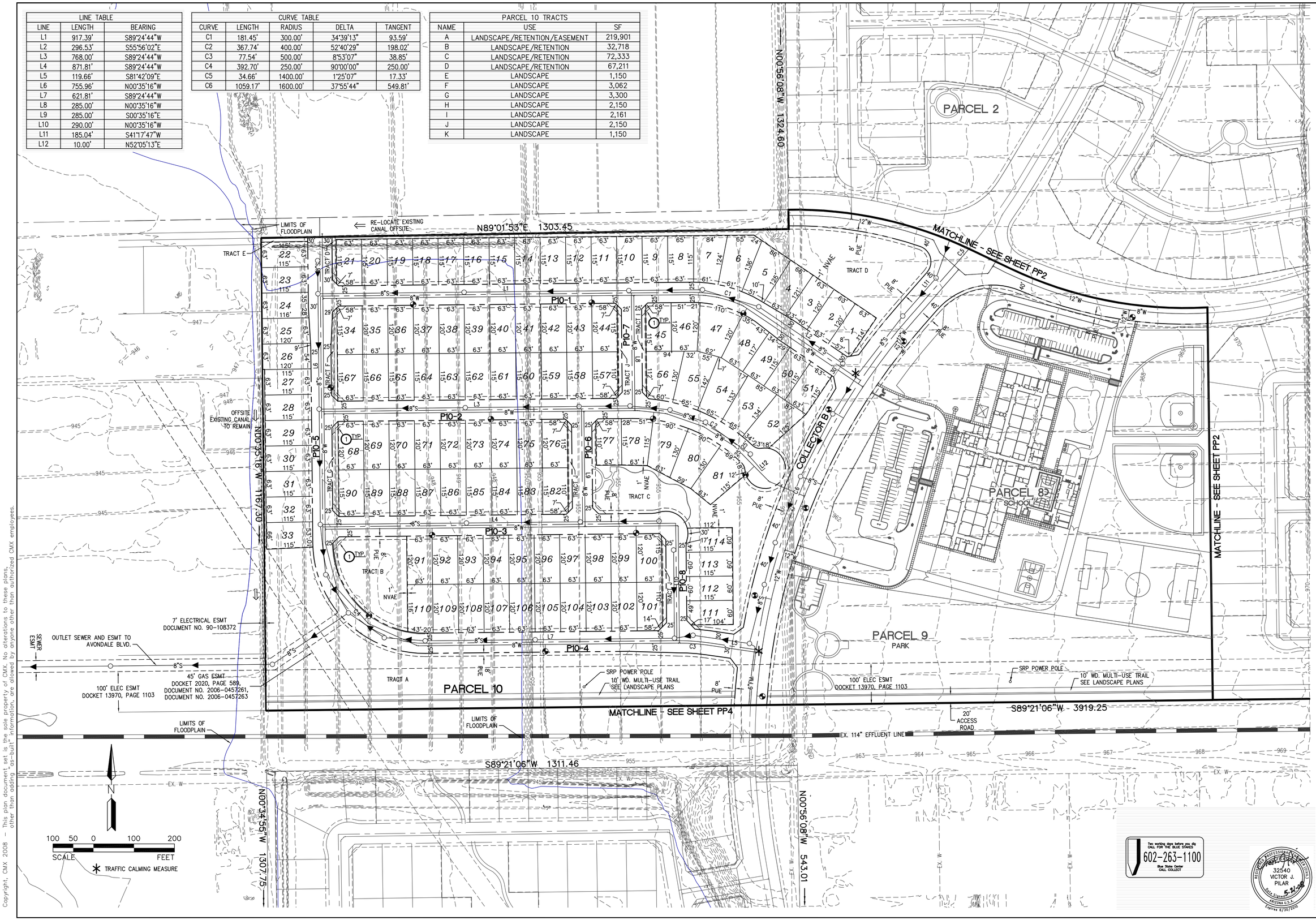
| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 917.39' | S89°24'44"W |
| L2 | 296.53' | S55°56'02"E |
| L3 | 768.00' | S89°24'44"W |
| L4 | 871.81' | S89°24'44"W |
| L5 | 119.66' | S81°42'09"E |
| L6 | 755.96' | N00°35'16"W |
| L7 | 621.81' | S89°24'44"W |
| L8 | 285.00' | N00°35'16"W |
| L9 | 285.00' | S00°35'16"E |
| L10 | 290.00' | N00°35'16"W |
| L11 | 185.04' | S41°17'47"W |
| L12 | 10.00' | N52°05'13"E |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT |
| C1 | 181.45' | 300.00' | 34°39'13" | 93.59' |
| C2 | 367.74' | 400.00' | 52°40'29" | 198.02' |
| C3 | 77.54' | 500.00' | 8°53'07" | 38.85' |
| C4 | 392.70' | 250.00' | 90°00'00" | 250.00' |
| C5 | 34.66' | 1400.00' | 1°25'07" | 17.33' |
| C6 | 1059.17' | 1600.00' | 37°55'44" | 549.81' |

| PARCEL 10 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION/EASEMENT | 219,901 |
| B | LANDSCAPE/RETENTION | 32,718 |
| C | LANDSCAPE/RETENTION | 72,333 |
| D | LANDSCAPE/RETENTION | 67,211 |
| E | LANDSCAPE | 1,150 |
| F | LANDSCAPE | 3,062 |
| G | LANDSCAPE | 3,300 |
| H | LANDSCAPE | 2,150 |
| I | LANDSCAPE | 2,161 |
| J | LANDSCAPE | 2,150 |
| K | LANDSCAPE | 1,150 |

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# HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

# PRELIMINARY PLAT

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SHT. 7 OF 9

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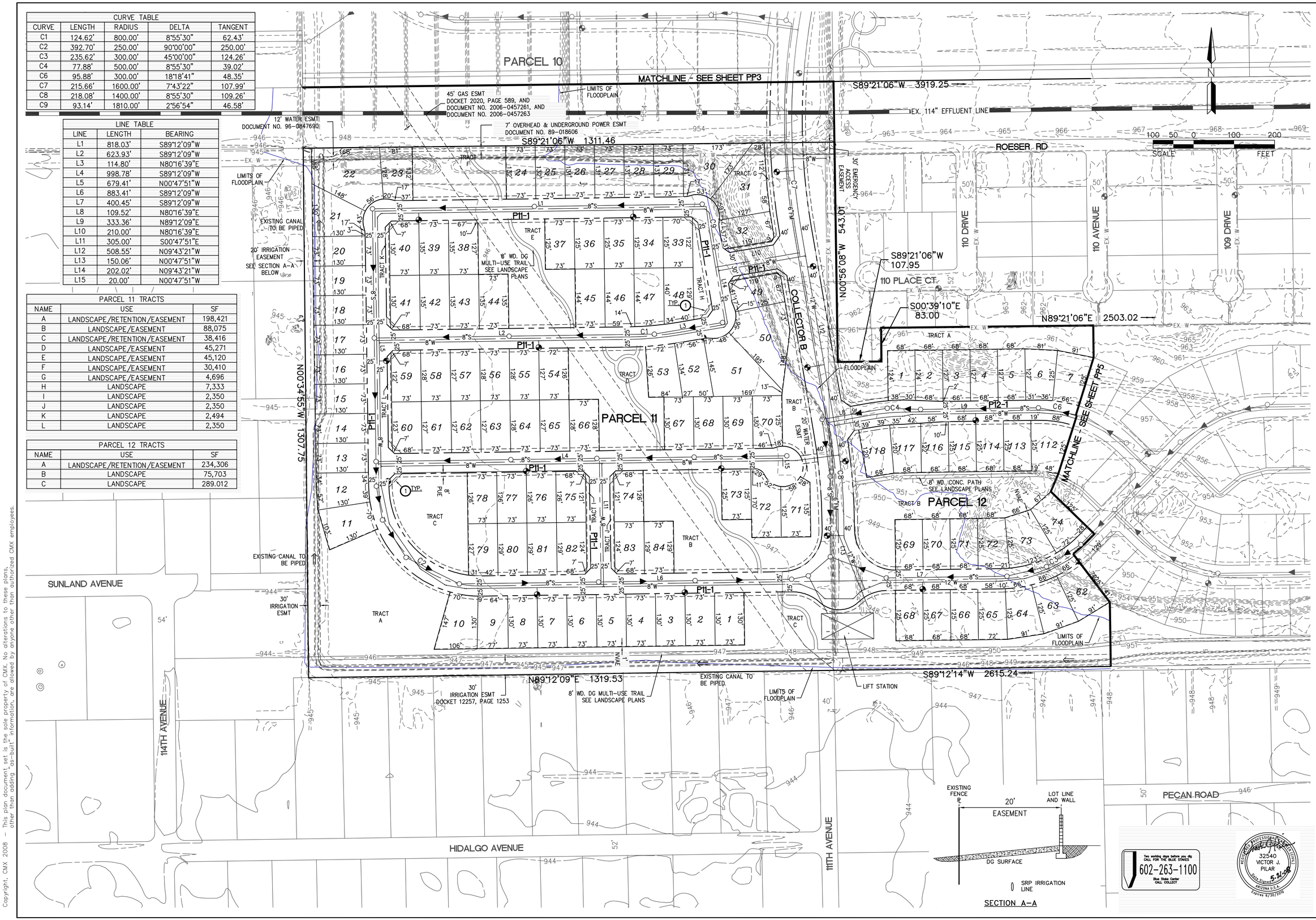
| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT |
| C1 | 124.62' | 800.00' | 8°55'30" | 62.43' |
| C2 | 392.70' | 250.00' | 90°00'00" | 250.00' |
| C3 | 235.62' | 300.00' | 45°00'00" | 124.26' |
| C4 | 77.88' | 500.00' | 8°55'30" | 39.02' |
| C6 | 95.88' | 300.00' | 18°18'41" | 48.35' |
| C7 | 215.66' | 1600.00' | 7°43'22" | 107.99' |
| C8 | 218.08' | 1400.00' | 8°55'30" | 109.26' |
| C9 | 93.14' | 1810.00' | 2°56'54" | 46.58' |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 818.03' | S89°12'09"W |
| L2 | 623.93' | S89°12'09"W |
| L3 | 114.80' | N80°16'39"E |
| L4 | 998.78' | S89°12'09"W |
| L5 | 679.41' | N00°47'51"W |
| L6 | 883.41' | S89°12'09"W |
| L7 | 400.45' | S89°12'09"W |
| L8 | 109.52' | N80°16'39"E |
| L9 | 333.36' | N89°12'09"E |
| L10 | 210.00' | N80°16'39"E |
| L11 | 305.00' | S00°47'51"E |
| L12 | 508.55' | N09°43'21"W |
| L13 | 150.06' | N00°47'51"W |
| L14 | 202.02' | N09°43'21"W |
| L15 | 20.00' | N00°47'51"W |

| PARCEL 11 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION/EASEMENT | 198,421 |
| B | LANDSCAPE/EASEMENT | 88,075 |
| C | LANDSCAPE/RETENTION/EASEMENT | 38,416 |
| D | LANDSCAPE/EASEMENT | 45,271 |
| E | LANDSCAPE/EASEMENT | 45,120 |
| F | LANDSCAPE/EASEMENT | 30,410 |
| G | LANDSCAPE/EASEMENT | 4,696 |
| H | LANDSCAPE | 7,333 |
| I | LANDSCAPE | 2,350 |
| J | LANDSCAPE | 2,350 |
| K | LANDSCAPE | 2,494 |
| L | LANDSCAPE | 2,350 |

| PARCEL 12 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| A | LANDSCAPE/RETENTION/EASEMENT | 234,306 |
| B | LANDSCAPE | 75,703 |
| C | LANDSCAPE | 289.012 |





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# HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## PRELIMINARY PLAT

| | | |
|---|---|---|
| CMX PROJ.6976 | DATE: 5-19-08 | SCALE: 1" = 100' |
| DESIGNED: CMX | DRAWN: CMX | APPROVED: CMX |
| REV. | | |

DWG. NO. **PP04**
SHT. 8 OF 9


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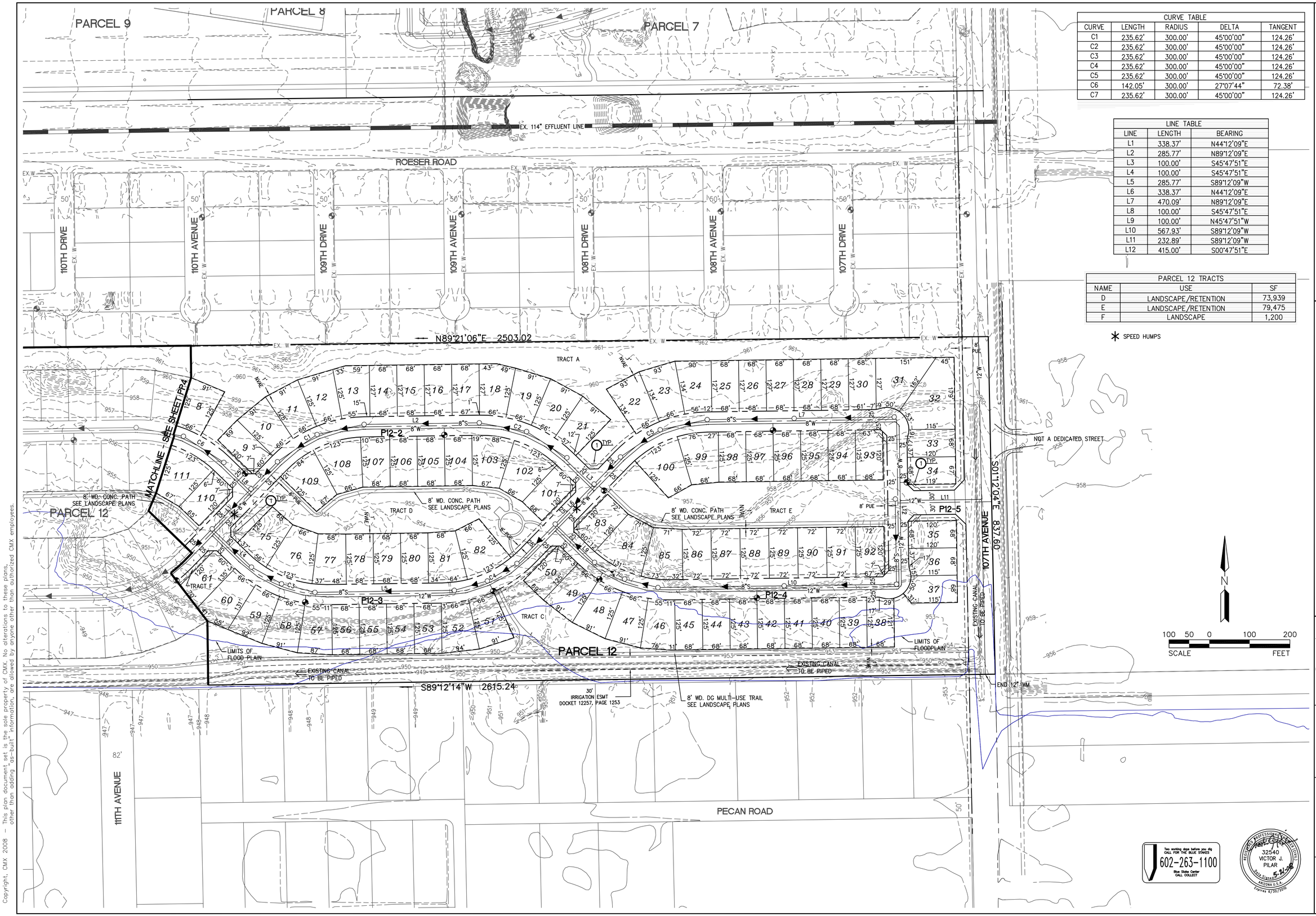


| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT |
| C1 | 235.62' | 300.00' | 45°00'00" | 124.26' |
| C2 | 235.62' | 300.00' | 45°00'00" | 124.26' |
| C3 | 235.62' | 300.00' | 45°00'00" | 124.26' |
| C4 | 235.62' | 300.00' | 45°00'00" | 124.26' |
| C5 | 235.62' | 300.00' | 45°00'00" | 124.26' |
| C6 | 142.05' | 300.00' | 27°07'44" | 72.38' |
| C7 | 235.62' | 300.00' | 45°00'00" | 124.26' |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 338.37' | N44°12'09"E |
| L2 | 285.77' | N89°12'09"E |
| L3 | 100.00' | S45°47'51"E |
| L4 | 100.00' | S45°47'51"E |
| L5 | 285.77' | S89°12'09"W |
| L6 | 338.37' | N44°12'09"E |
| L7 | 470.09' | N89°12'09"E |
| L8 | 100.00' | S45°47'51"E |
| L9 | 100.00' | N45°47'51"W |
| L10 | 567.93' | S89°12'09"W |
| L11 | 232.89' | S89°12'09"W |
| L12 | 415.00' | S00°47'51"E |

| PARCEL 12 TRACTS | | |
|---|---|---|
| NAME | USE | SF |
| D | LANDSCAPE/RETENTION | 73,939 |
| E | LANDSCAPE/RETENTION | 79,475 |
| F | LANDSCAPE | 1,200 |

✱ SPEED HUMPS


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# HILLCREST
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## PRELIMINARY PLAT

Two working days before you dig CALL FOR THE BLUE STAKES
602-263-1100
Blue Stake Center
CALL COLLECT

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
32540
VICTOR J. PILAR
Date Signed 5-21-08
ARIZONA U.S.A.
Expires 6/30/2010

| | | | |
|---|---|---|---|
| CMX PROJ:6976 | DATE: 5-19-08 | SCALE: 1" = 100' | |
| DESIGNED: CMX | DRAWN: CMX | APPROVED: CMX | |
| REV. | | | |

DWG. NO. **PP05**
SHT. 9 OF 9

\\fmc.cmf\project\6800\6976\Preliminary-Plat\6976-PP05.dwg 05-22-2008 - 8:51am


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draft

**EXHIBIT F**

**Excerpt of the Draft Minutes of the regular Planning Commission meeting held June 19, 2008 at 7:00 p.m. in the Council Chambers.**

COMMISSIONERS PRESENT
David Iwanski, Chairman
Michael Demlong, Vice Chair
Kevin Grimsley, Commissioner
Edward Meringer, Commissioner
Angela Cotera, Commissioner

COMMISSIONERS ABSENT
Al Lageschulte, Commissioner
Linda Webster, Commissioner

CITY STAFF PRESENT
Dean Svoboda, Long Range Planning Director
Chris Schmaltz, City Attorney
Brian Berndt, Development Services Director
Wendy Turner, Planner I
Eric Morgan, Planner II, Development Services
Scott Wilken, Senior Planner, Development Services Department

| | |
|---|---|
| **APPLICATION** | PP-07-3 |
| **APPLICANT** | Matt Butcher, Evergreen Communities |
| **REQUEST** | Approval of a preliminary plat for Hillcrest. The property is located at the southwest corner of 107th Avenue and Broadway |
| **STAFF CONTACT** | Scott Wilken, AICP (623) 333-4016 |

Scott Wilken, Senior Planner, Development Services Department, stated application PP-07-3 is a request for approval of a preliminary plat at the southwest corner of 107th Avenue and Broadway Road. The property is currently vacant and has been used for agricultural purposes. The subject property is mostly surrounded by other agricultural uses, as well as an existing single family residential subdivision, Tierra Ranchettes, at the intersection of 107th Avenue and Roeser Road. The property is currently zoned PAD and is part of the Hillcrest PAD. It is surrounded by mostly County and City of Phoenix property, and Tierra Ranchettes was annexed into the City and is zoned R-5.

Mr. Wilken reported that the application is proposing a 709 single-family subdivision with an overall density of 2.29 du/ac. It includes traditional single family lots ranging in size from 6,500 square feet to 10,000 square feet. The lot widths range from 60 to 80 feet. There is a two-pack

district with Z-lots surrounding the commercial corner directly on the southwest corner of Broadway Road and 107th Avenue. Access to the site is provided from Broadway Road and 107th Avenue by collector roads and a network of local roads into the individual neighborhoods. A 15 acre school site has been planned for the middle of the subdivision. The developer has reached an agreement with Littleton Elementary School to do a rough grade of the site and install infrastructure up to the site. They will subsequently sell it to the school district at a reduced cost. The developer has also come to a monetary donation agreement with Tolleson Union High School District.

74 acres, or 24 percent, of the subdivision will be landscaped open space, and of that, 41 acres, or 14 percent, is proposed as active, usable open space to include multi-use trails, parks and a tree-lined path along the collector roads. It also includes a 5.91 acre centralized park next to the elementary school that will provide a tot lot, a Frisbee golf course, as well as some passive open space. In addition to the main park, there are pocket parks throughout the subdivision to be equipped with turfed areas, playground equipment, shade structures, ramadas, volleyball/ basketball courts, etc. The subdivision will include decorative entry monuments on Broadway Road and secondary entry monuments off of 107th Avenue. The subdivision will have decorative walls with columns and metal accent panels along the perimeter of the neighborhood.

Staff finds that the proposed preliminary plat meets the required findings, conforms to the PAD, Zoning Ordinance, subdivision regulations, and the City's General Plan. Staff is recommending approval of the proposed preliminary plat subject to 13 staff-recommended stipulations. Stipulation No. 1 has been revised to read "Development shall be in substantial conformance with the preliminary plat date stamped June 4, 2008 and the project narrative date stamped November 29, 2007."

Chairperson Iwanski invited questions.

Vice Chair Demlong stated he does not see where the 8 foot walls will be located. Mr. Wilken stated the applicant can answer his question.

Vice Chair Demlong asked if Staff had checked to make sure the homes are an adequate distance from the gas lines. Mr. Wilken replied that the Engineering Staff and Planning Staff had studied the issue to make sure the houses will be built safely.

Vice Chair Demlong stated that in Parcel 7 there is no buffer between a row of houses and the back of the school yard, and it appears there are two tentative baseball diamonds in the area. Mr. Wilken replied that there will be a wall adjacent to those homes and the lots are 135 feet deep. The issue can be addressed when working with the school district to try and finalize the exact layout of the baseball diamonds. Vice Chair Demlong asked if the layout was tentative. Mr. Wilken replied there is still an opportunity to look at that issue.

Vice Chair Demlong asked about the SRP irrigation easement. Mr. Wilken stated the applicant can answer that question.

Chairperson Iwanski invited further questions.

Commissioner Cotera asked if Parcel 10 had gone through the Traffic Engineer because it seems like an area of significant density with only two entrances, which are right across the street from the school. Mr. Wilken replied that the Traffic Engineer has studied the plan and Staff does not bring things forward without Traffic Engineer approval. The driveway locations were slightly different originally and they were closer to the school, so Staff had the applicant separate the driveways even more, and the Traffic Engineer is comfortable with it.

Commissioner Cotera asked when is the projected building start date, as the market is already over-saturated and she is concerned about homes that will stand empty. She asked if Staff had considered the market right now. Mr. Wilken stated he would refer the question on the building start date to the applicant. Staff reviewed the plat in regards to the zoning and the General Plan, and as they are not market analysts, it would be difficult for Staff to say how this project will affect any other part of the City.

Chairperson Iwanski invited the applicant to address the Commission.

Ed Bull, 702 E. Osborn, Phoenix, AZ, representing Evergreen Communities, stated he was accompanied by Matt Butcher from Evergreen. He thanked Staff for their recommendation for approval and that they accept Staff's recommended stipulations, including the date modifications made to Stipulation No. 1. He requests that the Commission recommend approval of the preliminary plat in accordance with Staff's recommendation and stipulations. He stated the preliminary plat is in conformance with the approved PAD and other requirements of the City. With respect to the 8 foot wall, he explained that is referring to an 8 foot view fence that really will be a 6 foot view fence, perhaps consisting of 1-1/2 feet of block and 4-1/2 feet of wrought iron, which will be provided in various locations adjacent to open space areas. To the extent that any irrigation easement is active at the time of development and needs to remain active, it will be tiled. The entrances to Parcel 10 have been addressed by Staff and there is a future connection to the east-west collector up near the northwestern corner of Parcel 10, so there will be three access points to and from Parcel 10 once the area develops out. With respect to the schedule, Evergreen is very sensitive to market conditions. They worked on the annexation and zoning in 2007 and on the preliminary plat in 2008, and hope to be doing final platting in 2009. They are looking forward to moving dirt in 2009/2010/2011, whenever the market will support the development. They will make sure that the development is ready to go when the market is ready to handle the development, but they do not have interest in having houses built prior to the market.

Commissioner Grimsley asked about the easement near the school yard and at the west wall of Parcel 7. Mr. Bull replied that there will be a perimeter wall separating the school from Parcel 7 and those lots are a minimum depth of 125 feet. He assured the Commission that there will be

full disclosure to any potential home buyer if their lot will be adjacent to the school site. He does not know what else could be done that would be safe and appropriate, because putting in something akin to an alley in that location would not be desirable for the homeowners or the school. He believes that the wall with the proper disclosures is a good way to go and is a technique that is historically used and will be appropriate in this setting.

Commissioner Cotera asked if the developer is prepared and able to maintain the project knowing that the market may not support this development for four or five years. Mr. Bull replied that Evergreen Communities has been working on this site for several years. While they wish the market was different than it is today, Evergreen Communities owns the land which is the subject of this preliminary plat and he believes they are planning on hanging in there for the long haul.

Chairperson Iwanski asked Mr. Bull to give a snapshot of Evergreen and their track record in the Valley. Mr. Bull stated that Evergreen has a commercial division and a residential division. The commercial division has been in the Southwest United States for many years and has developed a host of commercial developments from 2 acres up to power center size developments in Goodyear, Phoenix and elsewhere in the Valley. The residential division is something that Evergreen started in 2002 and they have been involved in Avondale, Phoenix, Buckeye and a variety of other communities in the Valley. They have a proven track record and are recognized in the cities as being a quality group to work with and one who works through issues with Staff, Commissions, Councils, and their neighbors. He reported there was lot of support for this project when it was in the zoning stage from the neighborhood. Evergreen is in it for the long haul and intends to see this project through.

Chairperson Iwanski invited further questions.

Vice Chair Demlong stated when he first saw this project, he did not know how they pulled it off with all the different parcels and the site conditions, and it is a quality project. He asked that there be full disclosure on the buried gas lines and the proximity to the school. He is concerned about the irrigation lines, as there are several, and if the applicant promises they will be tiled, he will take him at his word. He stated the project was fantastic and the applicant had done a wonderful job putting the project together.

Chairperson Iwanski asked for further comments, and hearing none, called for a motion. Commissioner Cotera moved that the Planning Commission accept the findings and recommend approval of application PP-07-3, a request for preliminary plat approval subject to the 13 staff-recommended stipulations, including the changes in Stipulation No. 1 to include the preliminary plat date stamped June 4, 2008 and for the project narrative date stamped November 29, 2007. Commissioner Demlong seconded the motion.

1. Development shall be in substantial conformance with the preliminary plat date stamped June 4, 2008 and the project narrative date stamped November 29, 2007.

2. Open space to be provided at a minimum of 74 acres.

3. The development shall be restricted to no more than 709 dwelling units.

4. Traffic circles and any other traffic calming features will be required to be dedicated as tracts.

5. A Maintenance Agreement will be required prior to recordation of final plat to maintain the proposed traffic circles, traffic calming measures, and median islands.

6. Parcel 10 and all other parcels are required to have a second access point other than that to Collector B.

7. A site-specific traffic study will be required for the school site at future Site Plan submittal or at building permit application, whichever comes first.

8. A bond or a letter of credit will be required for the final plat cost contribution toward the following traffic signals prior to the issuance of the first permit:
   - Broadway Road & Collector B (main north-south collector) = 100%.
   - Avondale Blvd. & Collector C (east-west collector) = 11%.

9. Turn lanes shall be required to be constructed per requirements in the traffic study, including any additional right-of-way at intersections found to be needed.

10. A site-specific traffic study for the commercial site will be required at Site Plan application.

11. Off-site improvements will be required on the commercial site, including a transit stop, at Site Plan submittal or at building permit application, whichever comes first.

12. All trail systems are to be shown on the grading and drainage plans and are to have vertical design shown.

13. The following items shall be required at the time civil improvement plans are submitted and prior to the issuance of any building permits:
    - Traffic calming measures that are required as per the results of the traffic study as an integral part of the roadway design. Such measures will be required to be reviewed and approved by the City Traffic Engineer.
    - Amenities for Safe Routes to School, including ADA ramps, landing pads along sidewalk routes, school crossings, plus any other.
    - PUE and maintenance road locations adjacent to Broadway Road.
    - Location of trails and trail connections through parcels at key locations.

- Signing and striping plan.

Chairperson Iwanski invited further discussions, and hearing none, called for a vote.

ROLL CALL VOTE

| | |
|---|---|
| Chairperson Iwanski | Aye |
| Vice Chair Demlong | Aye |
| Commissioner Lageschulte | Excused |
| Commissioner Grimsley | Aye |
| Chairperson Meringer | Aye |
| Commissioner Cotera | Aye |
| Commissioner Webster | Excused |

The motion passed unanimously.