CITY COUNCIL AGENDA

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

REGULAR MEETING
August 18, 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

a. Work Session of August 4, 2008
b. Regular Meeting of August 4, 2008

b. CLAIMS

a. July 2008

c. LIQUOR LICENSE - WINGS-PIZZA-N-THINGS

City Council will consider approval of a request from Mr. Jeffrey Bjork for a Series 16 (State Series 12) Restaurant license to sell all spiritous liquors at Wings-Pizza-N-Things, 965 East Van Buren Street, Suites 124 and 125. The Council will take appropriate action.

d. FINAL PLAT FOR COLDWATER PLACE

City Council will consider staff's recommendation for approval of the final plat for “Coldwater Place” located at the southeast corner of Van Buren Street and the Agua Fria River subject to the conditions of approval. The Council will take appropriate action.

e. LETTER OF AGREEMENT WITH ARIZONA PUBLIC SERVICE (APS) FOR OVERHEAD CONVERSION AND POINT OF SERVICE CONNECTION

City Council will consider a request for approval of a Letter of Agreement with Arizona Public Service Company (APS) to provide overhead conversions and point of service establishment in the amount of $162,262 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. AGREEMENT WITH HOUSING OUR COMMUNITIES INC. TO OPERATE A HOMEBUYER ASSISTANCE PROGRAM

City Council will consider the approval of an agreement with Housing Our Communities Inc. in the amount of $529,977 to conduct a Homebuyer Assistance program in Avondale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. MATERIALS PURCHASE CONTRACT FOR INDIAN SCHOOL ROAD AND EL MIRAGE ROAD TRAFFIC SIGNAL

City Council will consider a request to award a Materials Purchase Contract to Valmont Industries in the amount of $103,755 to pre-purchase traffic signal poles and appurtenances in advance of the installation of traffic signals at the intersection of Indian School Road and El Mirage Road. The Council will take appropriate action.

h. PROFESSIONAL SERVICE AGREEMENT WITH SOUTHWEST UMPIRES ASSOCIATION FOR UMPIRE SERVICES

The City Council will consider a request for approval of a Professional Services Agreement with Southwest Umpires Association in the amount of $64,000 to provide umpire services for softball leagues during the FY 08-09 season and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE ENGINEERING, INC. FOR TRAFFIC SIGNAL IMPROVEMENTS AT AVONDALE BOULEVARD AND ENCANTO BOULEVARD INTERSECTION

City Council will consider a request for approval of a Professional Services Agreement with Dibble Engineering, Inc. to provide design services for roadway and traffic signal improvements at the intersection of Avondale Boulevard and Encanto Boulevard in the amount of $94,957 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. NOTICE OF INTENT TO ENTER INTO A DEVELOPMENT TAX INCENTIVE AGREEMENT

Staff requests that the City Council adopt a Notice of Intent to enter into an economic development agreement that includes the rebate of sales tax with GUNBO, LLC for its two proposed Hyatt Hotels, Hyatt Place and Hyatt Summerfield Suites, located at the southwest corner of 103rd Avenue and McDowell Road. The Council will take appropriate action.

k. RESOLUTION 2760-808 - AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT – ARIZONA DEPARTMENT OF TRANSPORTATION– MCDOWELL ROAD SIDEWALKS-123RD AVENUE TO THE AGUA FRIA BRIDGE

The Council will consider a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the State of Arizona through the Arizona Department of Transportation for the proposed sidewalk improvements along the north side of McDowell Road between 123rd Avenue and the Agua Fria Bridge. The Council will take appropriate action.

l. RESOLUTION 2761-808 - SUPPORTING SUBMISSION OF A GRANT PROPOSAL TO THE GILA RIVER INDIAN COMMUNITY FOR THE TAKING BACK NEIGHBORHOODS PROGRAM

City Council will consider a resolution supporting submission of a Grant Proposal to the Gila River Indian Community for the Taking Back Neighborhoods Program and authorize the Mayor or City Manager and the City Clerk to execute all the necessary documents. The Council will take appropriate action.

m. **ORDINANCE 1322-808 - AMENDING THE AVONDALE CITY CODE, CHAPTER 2, ADMINISTRATION, RELATING TO FINANCIAL AFFAIRS, DEPARTMENTS AND RISK MANAGEMENT**

City Council will consider an ordinance to amend the Avondale City Code, Chapter 2, Administration, relating to Financial Affairs, Departments and Risk Management by removing an obsolete provision, consolidating two provisions and moving the consolidated provisions into another section of the City Code. The Council will take appropriate action.

4 PUBLIC HEARING AND ORDINANCE 1321-808 - AVONDALE GATEWAY CENTER REZONING (Z-07-16)

The Council will hold a public hearing and consider an ordinance rezoning from AG (Agricultural) to PAD (Planned Area Development) approximately 84 acres of land located at the southwest corner of 107th Avenue and Interstate 10. The Council will take appropriate action.

5 PUBLIC HEARING AND ORDINANCE 1320-808 - AVONDALE GATEWAY TRIANGLE REZONING (Z-08-1)

City Council will hold a public hearing and consider an ordinance rezoning approximately 2.8 acres of land located east of the southeast corner of Avondale Boulevard and Interstate 10. The Council will take appropriate action.

6 PUBLIC HEARING AND ORDINANCE 1319-808 - RAUL & TERESA'S REZONING (Z-08-3)

The Council will hold a public hearing and consider an ordinance for the rezoning of approximately two acres of land located at 519 West Main Street from R-5 (Mobile Home Park) to C-2 (Community Commercial). The Council will take appropriate action.

7 ORDINANCE 1324-808 - AMENDING THE ZONING ORDINANCE, SECTION 11 BY ADDING NEW PROVISIONS FOR PUBLIC ART

City Council will consider an ordinance amending the Zoning Ordinance, Section 11 by adding new provisions to require public art for public and private development with an option for private developers to pay a fee in lieu of artwork on site to the Public Art Fund. The Council will take appropriate action.

8 RESOLUTION 2762-808 - JOINDER AGREEMENT WITH CORRECTIONS OFFICER RETIREMENT PLAN OF THE STATE OF ARIZONA

The Council will consider a resolution to enter into a Joinder Agreement with the Public Safety Personnel Retirement System, Corrections Officer Retirement Plan and authorizing the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.

9 RESOLUTION 2763-808 AND ORDINANCE 1323-808 - AMEDING THE AVONDALE CITY CODE, CHAPTER 2, ADMINISTRATION BY ADDINNG DIVISION 4, "EMPLOYEE RELATIONS"

City Council will consider a resolution declaring as a public record the document entitled the City of Avondale Employee Relations Ordinance, an ordinance amending the City Code Chapter 2, Administration, Article II by inserting said ordinance as a new Division 4 entitled "Employee Relations". The Council will take appropriate action.

10 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:
August 18, 2008

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
CLAIMS

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Wings-Pizza-N-Things

MEETING DATE:
August 18, 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 Mr. Jeffrey Bjork, for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Wings-Pizza-N-Things, 965 East Van Buren Street, Suites 124 and 125.

DISCUSSION:

The City Clerk's Department has received an application from Mr. Jeffrey Bjork for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Wings-Pizza-N-Things located at 965 East Van Buren Street, Suite 124 and 125 in Avondale. Mr. Bjork is the new owner of this restaurant. The establishment was previoulsy licensed for a Series 16 license under the previous owner, Mr. Andre Singleton. The required fee of $1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from July 22, 2008 through August 11, 2008 and a notice was published in the West Valley View on July 29, 2008 and August 1, 2008. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, and Development Services Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff recommends that the City Council approve this request by Mr. Jeffrey Bjork, Wings-Pizza-N-Things, 965 East Van Buren Street, Suite 124 and 125 for a Series 16 (State Series 12) Restaurant license to sell all spirituous liquors.

ATTACHMENTS:

Click to download

- State Application
- Comments
- Pictures
- Vicinity Map

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 JUL 9 PM 1:58

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

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees: LICENSE #: 12077682

1. Type of License: SERIES 12 2. Total fees attached: Department Use Only $ 172.00

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

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

SECTION 4 Applicant: (All applicants must complete this section) P1051341

1. Applicant/Agent's Name: Mr. Ms. BJORK (Last) JEFFREY (First) CRAIG (Middle) B1040432
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: TJ FREEDOM2, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: WINGS-PIZZA-N-THINGS P1035603
(Exactly as it appears on the exterior of premises)
4. Business Address: 965 E VAN BUREN ST., #124-125 (Do not use PO Box Number) AVONDALE (City) MARICOPA (COUNTY) 85323 (Zip)
5. Business Phone: (623) 932-9499 Residence Phone: _____
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 965 E VAN BUREN ST., #124-125 AVONDALE (City) AZ (State) 85323 (Zip)
8. Enter the amount paid for a 06, 07, or 09 license: $_____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: LL Date: 6/9/08 Lic. #: 12077682

Fees:	Application	Interim Permit	Agent Change	Club	F. Prints	$ TOTAL
	100.00				72.00	172.00

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.

'08 JUL 9 Liq. Lic. PM 1:59

SECTION 5 Interim Permit:

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

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

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

X _____
(Signature)

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

_____ day of _____ , _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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.: TJ FREEDOM2, LLC
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: 6/17/2008 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1457931-8 Date authorized to do business in AZ: 6/20/2008
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
BJORK	JEFFREY	CRAIG	MANAGER		
LUCAS	ANTHONY	MITCHEL	MANAGER		
LUCAS	REBECCA	TERESA	MEMBER		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

Last	First	Middle	% Owned	Residence Address	City State Zip
BJORK	JEFFREY	CRAIG	45%		
LUCAS	ANTHONY	MITCHEL	22.5%		
LUCAS	REBECCA	TERESA	22.5%		
NO ONE OWNS 10% OR MORE					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

'08 JUL 9 Liqr. Lic. PM 1:59

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

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

2. Assignee's Name: _____
Last First Middle

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

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

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

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

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 **Person to Person Transfer:**

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

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

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

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

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

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

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

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

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

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

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

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

'08 JUL 9 Liq. Lic. PM 1:59

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: 3538 ft. **(Regardless of distance)** Name of school: AVONDALE MIDDLE SCHOOL
   Address 1406 N CENTRAL AVENUE, AVONDALE, AZ 85323

2. Distance to nearest church: 4013 ft. **(Regardless of distance)** Name of church: WORLD OF LIFE CHRISTIAN CENTER
   Address 1425 N CENTRAL AVE., AVONDALE, AZ 85323

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

4. If the premises is leased give lessors: Name BARNES & ASSOCIATES R.E.I.S., LLC
   Address 7590 W OLIVE AVE., PEORIA, AZ 85345

4a. Monthly rental/lease rate $ 4,300.00 What is the remaining length of the lease? 5 yrs. 0 mos.

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

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

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

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:
License # 12076803 (Exactly as it appears on license) Name ANDRESINGLETON

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

'08 JUL 9 Liqr. Lic. PM 1:59

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)**

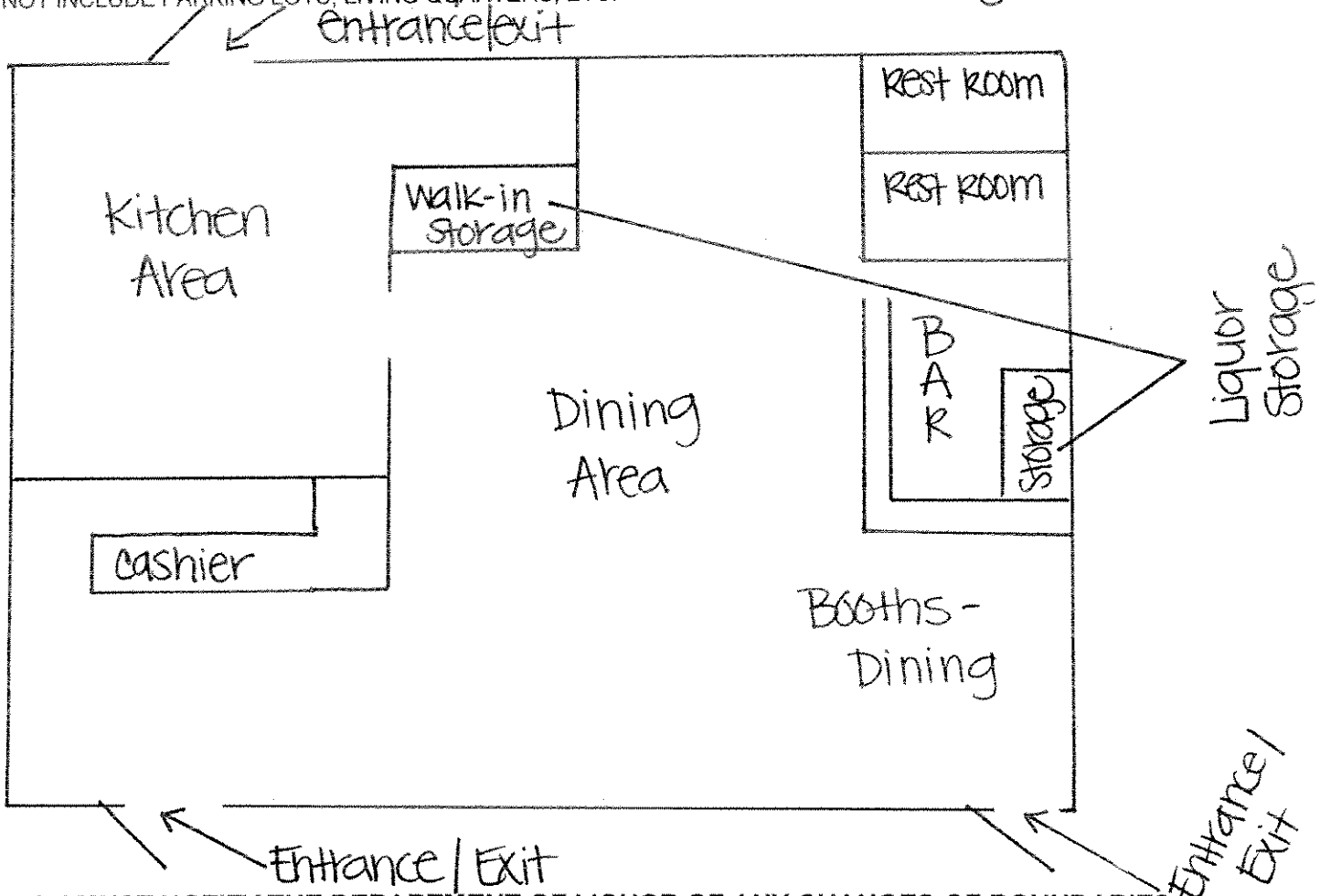
1. Check **ALL** boxes that apply to your licensed premises:

☒ 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.

1,831 square feet



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

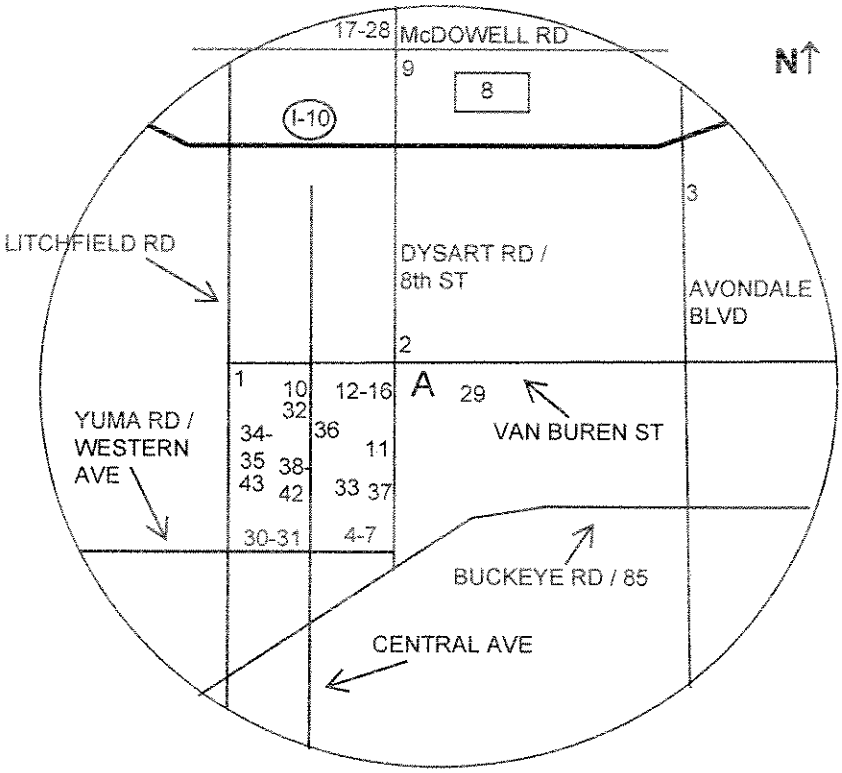
*08 JUL 9 Liq. Lic. PM 1 59

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. SEE THE ATTACHED
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

SECTION 17 **Signature Block:**

I, Jeffrey Craig Bjork, 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 Jeffrey Craig Bjork
(Signature)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

8 day of July 2008
Day Month Year

My commission expires on: May 17, 2009

Amy L. Schuff
(Signature of NOTARY PUBLIC)
Amy L. Loraso

OFFICIAL SEAL
AMY L. LORASO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires May 17, 2009

Section 16. Geographical Data for Wings Pizza N Things - 965 E Van Buren St., Avondale, AZ 85323

'08 JUL 9 Liqr. Lic. PM 1 59

	Business Name	Business Address
A	Wings Pizza N Things	965 E VAN BUREN ST
1	CIRCLE K STORE #2893	51 E VAN BUREN ST
2	ARTURO'S RESTAURANT & LOUNGE	13290 W VAN BUREN ST
3	RUBY TUESDAY	1035 N AVONDALE BLVD
4	AMERICAN LEGION #61	35 N 8TH ST
5	GREAT CHINA RESTAURANT	1109 N 8TH ST
6	SCOTT'S GENERAL STORE & LIQUORS	1235 N 8TH ST
7	WENDY JACK'S HIDEAWAY	1235 N 8TH ST A
8	WAL - MART SUPERCENTER #2554	13055 E RANCHO SANTA FE BLVD
9	4 SONS FOOD STORE	13085 W RANCHO SANTA FE BLVD
10	BRUNSWICK TRI-CITY BOWL	1425 N CENTRAL AVE
11	BLACK BEAR DINER	980 N DYSART RD
12	MIMI'S CAFE	1220 N DYSART RD
13	BILL JOHNSON'S BIG APPLE RESTAURANTS	1330 N DYSART RD
14	FOOD CITY #93	1450 N DYSART RD
15	PETER PIPER PIZZA #227	1463 N DYSART RD
16	DON RAFA TAQUERIA	1467 N DYSART RD #107
17	QUIKTRIP #446	1550 N DYSART RD
18	STREETS OF NEW YORK	1550 N DYSART B 8
19	TOMO JAPANESE CUISINE	1550 N DYSART RD #A-7 A8 A9
20	FRY'S FOOD & DRUG #112	1571 N DYSART RD
21	PALERMO'S PIZZA	1579 N DYSART RD
22	CIRCLE K # 6645	1595 N DYSART RD
23	PEI WEI ASIAN DINER	1619 N DYSART RD #101
24	NEW YORK PIZZA DEPT	1619 N DYSART RD STE A
25	GAME TIME SPORTS GRILL	1729 N DYSART DR #107-109
26	CUCINA TAGGLIANI	1733 N DYSART RD
27	CROSSROADS LOUNGE	1770 N DYSART RD
28	TASTINGS WINE BAR & BISTRO	1809 N DYSART RD # 106
29	ESTRELLA VISTA RECEPTION CENTER	1471 N ELISEO FELIX JR WAY
30	HENRY'S JACKS PLACE	613 E WESTERN AVE
31	LAGO DE CHAPALA	701 E WESTERN AVE
32	Avondale Middle School	1406 N Central Ave
33	Agua Fria High School	530 E Riley Dr
34	Pioneer School	540 E La Pasada Blvd
35	St John Vianney School	539 E La Pasada Blvd
36	PPEP Tec High School	725 N Central Ave # 112
37	Bradley Academy of Excellence	200 N Dysart Rd
38	Estrella High School	510 N Central Ave
39	Word of Life Christian Ctr	1425 N Central Ave
40	First Southern Baptist Church	1001 N Central Ave
41	West Valley Assembly of God	1781 N Central Ave
42	Truth Tabernacle Church	825 N Central Ave
43	St John Vianney Church	539 E La Pasada Blvd

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

*08 JUL 9 Liqr. Lic. AM 1 59

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

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

RESTAURANT OPERATION PLAN

PRINT – USE BLACK INK

LICENSE # _____

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

Grill	SEE ATTACHED
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter	
Other	
Other	
Other	

2. Print the name of your restaurant:
WINGS-PIZZA-N-THINGS

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

4. List the seating capacity for:

   a. **Restaurant area** of your premises [50]

   b. **Bar area** of your premises [14]

   c. **Total area** of your premises [64]

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

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover)? ☑ Yes 7.5 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 60 %

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

'08 JUL 9 Liqr. Lic. PM 1:59 '08 JUL 9 Liqr. Lic. PM 1:59

EQUIPMENT LIST
965 E. Van Buren # 124-125
TJ Freedom2, LLC
dba Wings, Pizza N' Things

15	BAR STOOLS
31	DINING CHAIRS
5	BOOTHS
13	TABLES
1	2 DOOR KEG BEER COOLER
1	3 COMPARTMENT BAR SINK
1	LOT BAR GLASSES
4	VIZIO 42" FLAT SCREEN TV'S
1	STAINLESS STEEL TABLE
1	COLDTECH SANDWICH PREP TABLE
1	PANASONIC MICROWAVE
1	ARNETS DOUGH SHEETER
5	TRI STAR FRYERS
1	TRI STAR 30" FLAT GRILL
1	TRI STAR 24" BROILER
1	COLDTECH 4FT REFRIDGERATOR
1	XLT-3240-TS CONVEYOR PIZZA OVEN
1	6X6 STAINLESS STEEL HOOD
1	FLEETWOOD DOUGH MIXER
1	3 COMPARTMENT STAINLESS STEEL SINK
1	ICE O MATIC ICE MAKER
3	METRO RACKS
1	COMPUTER W/ FLAT SCREEN MONITOR
1	LOT VIDEO STEREO & RECORDING EQUIPMENT
1	8X10 WALK-IN COOLER
1	COLDTECH 2 DR STAINLESS STEEL FREEZER
1	4FT STAINLESS STEEL TABLE
1	STAINLESS STEEL SINK
1	HAND SINK
1	15FT STAINLESS STEEL HOOD W/ ANSUL SYSTEM

'08 JUL 9 Liqr. Lic. PM 1:59

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

(4) Vizio brand plasma TVs
(2) 37" TVs
(2) 42" TVs

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

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

6 Servers
2 Hostesses/To go order takers
4 cooks
2 bartenders

Attach additional sheets if necessary

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

X Jeffrey Craig Bjork
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 8 (Day) day of July (Month) 2008 (Year)

My commission expires on: May 17, 2009

Amy L. Schroff
(Signature of NOTARY PUBLIC)
Amy L. Loraso

OFFICIAL SEAL
AMY L. LORASO
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Comm. Expires May 17, 2009

'08 JUL 9 Liqr. Lic. STARTERS

Wings-Pizza-N-Things Nachos
Freshly cooked chips and add on top chili beans, cheese sauce, jalapeños, red onion, black olives and top it all off with mozzarella and cheddar cheese. Served with guacamole, sour cream and fresh salsa. $7.99 (ADD CHICKEN OR BEEF FOR $1.50)

Garlic Cheese Bread
Garlic Bread with Mozzarella Cheese. $1.99

Onion Rings
Sweet Onion Battered and Fried. $5.99

Fried Mushrooms
Lightly Breaded $5.99

Fried Zucchini
Lightly Breaded and Served with Ranch $5.99

Cheese Sticks
Mozzarella Cheese Battered and Served with Marinara Sauce. $5.99

Pretzel Sticks
Served with Cheese Sauce or our Spicy Mustard. $5.99

Basket of Fries
Fresh Cut Fries or Tater Tots $2.99

Chips and Salsa
Fresh Salsa and Chips $2.99 (Add a side of Cheese Sauce for $1.00)

Sampler Platter
Your choice of four of your favorites: Boneless Wings (3), Cheese Sticks (4), Onion Rings, Fresh Cut Fries or Tater Tots, Fried Zucchini, Pretzel Sticks (4), and Fried Mushrooms. $10.49

SALADS

Buffalo Chicken Salad
Boneless Buffalo Wings piled on top of salad greens, tomato, bacon bits, and cheddar cheese. Served with your choice of dressing on the side. $8.49

Grilled Chicken Caesar
Grilled Chicken breast on top of Romaine lettuce tossed with Caesar dressing, tomatoes, shredded parmesan cheese and croutons. $7.99

Grilled Chicken Salad
Grilled chicken breast served on a bed of salad greens, sliced cucumbers, red onion and tomatoes. Served with your choice of dressing on the side $7.99

Small Side Salad
Iceberg and Romaine mixed served with cucumbers, tomato, and red onion. Your choice of dressing served on the side. $4.50

HOAGIES

Served with choice of fresh cut fries, tater tots or carrot and celery sticks. Substitute onion rings or side salad for $1.00.

Club Hoagie
Ham and Turkey served with American cheese, lettuce, tomato and bacon. $7.99

Philly Cheese Steak
Sliced Rib-eye steak served with saute onion, peppers and mushrooms. Served with cheese sauce or Swiss cheese. Have it with chicken for an additional $1.00 $8.49

Turkey or Ham Hoagie
Sliced turkey or ham served on a hoagie, choice of cheese, lettuce, mayo and tomato. $6.99

KIDS MENU

Kids meals are served with either fresh cut fries, tater tots or carrot and celery sticks. Soft drink or ice tea included. Milk or Juice $.99 extra. [KIDS 12 YEARS OLD AND UNDER]

Kids Pizza
Pizza just right for kids. You choose, plain cheese or pepperoni. $4.99

Three Wings
Three wings plain or with one of our sauces $4.99

Kids Boneless Wings
Two chicken tenders with honey mustard or BBQ sauce. $4.99

Cheese Quesadillas
Flour tortilla and cheese $4.99

SIDES

Side of Fresh Cut Fries
Add fresh cut, or tater tots to any order of Wings or Boneless Wings $1.29

Side of Spicy Mustard or Horse Radish Sauce
$.50

Carrots Sticks W/Ranch
$.99

Celery sticks w/ranch
$.99

Extra sauce, ranch, or blue cheese
$.50 Small $1.00 Medium $2.50 Large

WARNING: all items marked with asterisks (*) The new food code insists we inform you that consuming raw or under-cooked meats or eggs my increase your risk of food borne illness. More information available upon request. All burgers are cooked to order.

OUR FABULOUS WINGS

MILD, ORIGINAL BUFFALO (MEDIUM), BUFFALO HOT, WINGS ON FIRE (WATCH OUT!! SORRY NO REFUNDS ON THESE), SPICY BBQ, SUNSET BBQ, LEMON PEPPER, GARLIC PARMESAN, CHIPOTLE, CAJUN, HONEY HOT, CRISPY AND NEW TERIYAKI

Served with carrots and celery, ranch or blue cheese dressing. Additional carrots and celery or ranch can be purchased. Add a side of fresh cut fries, or tater tots for $1.29

6PCS.....$4.99 10PCS.....$7.49 15PCS.....$11.49 20PCS..... $13.99

50 PCS.....$29.99 100 PCS.....$59.99 200 PCS.....$128.99 300 PCS.....$179.99 500 PCS.....299.99

BONELESS WINGS

(SAME FLAVORS AS ABOVE)

4 PC.....$5.49 8 PC.....$9.49 12 PC.....$13.49 20 PC.....$21.49

Grilled Boneless

Grilled chicken breast strips served with one of our sauces. Great if your watching your carbs! $7.99

FROM THE GRILL

OUR BURGERS COME IN SINGLE (1/4 POUND), DOUBLE (1/2 POUND) or TRIPLE (3/4 POUND). WE USE ALL ANGUS BEEF.

Served with choice of Fresh Cut Fries, Tater Tots, or Carrots and Celery. Substitute Onion Rings or Side Salad for just $1.00

***Burger Primo**

Served with your choice of cheese (delicious with Pepper Jack cheese), guacamole and jalapeño's. $6.49 Single $8.49 Double $10.49 Triple

***BBQ Bacon Burger**

Served on thick sourdough bread with tangy BBQ sauce, bacon, cheddar cheese, mayo and topped off with onion rings! $6.49 Single $8.49 Double $10.49 Triple

***Sunset Bar-B-Q Sandwich**

Chicken breast char broiled to perfection than smothered in our Sunset BBQ sauce and toped with Swiss Cheese. $8.49

***GREAT BURGER WITH CHEESE**

A fistful of burger with lettuce, tomato, onion, pickle. $4.99 Single $6.99 Double $8.99 Triple

***Mushroom Burger**

Lot's of sautéed mushrooms and Swiss cheese! $5.99 Single $7.99 Double $9.99 Triple

***Bacon Cheeseburger**

Choice of cheese, bacon and all the trimmings. $6.49 Single $8.49 Double $10.49 Triple

***Grilled Chicken Sandwich**

Char broiled chicken breast served with mayo, lettuce and tomato. $7.99 (add cheese and bacon for $1.00)

Buffalo Chicken Sandwich

Crispy Chicken breast dipped on our Original sauce, melted Swiss, lettuce and tomato, served with ranch on the side. $8.49

Turkey Burger

Char broiled Turkey Burger, same great taste without the guilt. Served with lettuce, onion, tomato, and pickle. $7.49 (add cheese for $.50)

OTHER SPECIALTIES

Buffalo Chicken Wrap

Boneless wings smothered in our MILD Sauce served in a flour tortilla with lettuce, diced tomato and ranch dressing. $7.49

Hot Ham and Cheese

American Cheese and sliced ham served on sourdough bread. $6.99

***Chipotle Chicken Wrap**

Grilled Chicken wrapped in a tortilla with lettuce, tomato and chipotle sauce. (Add cheddar cheese for $.50) $6.99

BLT

Great American favorite bacon, lettuce and tomato. Piled high on sourdough bread. $6.99

Quesadilla

Grilled flour tortilla, melted cheddar and mozzarella, tomato, red onions, jalapeños and your choice of chicken or beef. $7.99 (Cheese only $5.99)

SHRIMP and CATFISH

10 Piece Shrimp

Grilled or battered, served plain or with one of our famous sauces. Served with your choice of fresh cut fries, tater tots, or carrots and celery. Add a side salad for $.99 $10.49

Fried Catfish-N-Chips Basket

Two pieces of fried catfish served with your choice of fresh cut fries, tater tots, or carrots and celery. $8.95 (add a side salad for $1.49)

15 Piece Shrimp

Grilled or Battered, served plain or with one of our famous sauces. Served with your choice of fresh cut fries, tater tots, or carrots and celery. Add a side salad for $.99 $14.99

Add a piece of Catfish

$2.49

DELIVERY AVAILABLE

PIZZA!!!!!

(623)932-9449

CHOOSE YOUR FAVORITE STYLE: NEW YORK STYLE HAND TOSSED or THIN CRUST

BUILD YOUR OWN PIZZA

TOPPINGS: Pepperoni, Sausage, Ground Beef, Canadian Bacon, Bacon, Jalapeños, Grilled Chicken, Black Olives, Garlic, Anchovies, Shrimp, Pineapple, Mushrooms, Onions, Green Peppers, Artichokes Hearts, Feta Cheese, Sliced Tomatoes. Don't see something on this list, just ask! If we have it we'll put it on a pizza!

CHEESE PIZZA

$6.99 Small (12") $8.99 Medium (14") $10.99 Large (16")

DESIGN YOUR PIZZA THE WAY YOU LIKE IT! TOPPINGS ONLY:

$1.29 Small (12") $1.39 Medium (14") $1.49 Large (16")

PIZZA & WINGS SPECIAL

16" LARGE ONE TOPPING PIZZA AND 20 WINGS SERVED WITH YOUR FAVORITE SAUCE $20.99

SPECIALITY PIZZAS

ALL PIZZA AVAILABLE IN 12", 14" OR 16" NEW YORK STYLE HAND TOSSED OR THIN CRUST

A-10 WARTHOG

Pepperoni, Sausage, Ground Beef, Canadian Bacon, Bacon. $10.99 (12") $12.99 (14") $14.99 (16")

F-117 STEALTH

Super Supreme: Pepperoni, Sausage, Ground Beef, Bacon, Canadian Bacon, Mushrooms, Onions, Green Peppers, and Black Olives $13.99 (12") $15.99 (14") $17.99 (16")

F-16 FALCON

Grilled Chicken, Sautéed Onions, BBQ sauce & Extra Cheese $12.99 (12") $14.99 (14") 16.99 (16")

FLYIN HAWAIIAN

Canadian Bacon, Pineapple and Extra Cheese. $9.99 (12") $11.99 (14") $13.99 (16")

F-15 EAGLE

Cheeseburger Pizza: Ground Beef, Cheddar Cheese and Bacon $10.99 (12") $12.99 (14") $14.99 (16")

SR-71 BLACKBIRD

Supreme: Pepperoni, Sausage, Candian Bacon, Mushrooms, Onions, Green Peppers and Black Olives $11.99 (12") $13.99 (14") $15.99 (16")

P-38 LIGHTNING

Grilled Chicken rolled in our MILD sauce, your choice of ranch or blue cheese dressing and plenty of cheese! $12.99 (12") $14.99 (14") $16.99

F-14 TOMCAT

Veggie: Green Peppers, Onions, Black Olives, Mushrooms, Artichokes & Sliced Tomato. $9.99 (12") $11.99 (14") $13.99 (16")

KITTY HAWK

Shrimp or Chicken, Chopped Garlic, Sliced tomato, & Feta Cheese $13.99 (12") $15.99 (14") $17.99 (16")

RED BARON

For the Pepperoni LOVER! Triple Pepperoni & Extra Cheese. $10.99 (12") $12.99 (14") $14.99 (16")

OTHER PIZZA FAVORITES

Calzone

Pick two pizza toppings, we'll stuff it into a pocket and bake it to perfection. $7.99 [additional toppings for $.99]

Bread Sticks

Basket of Bread Sticks covered in garlic and Parmesan cheese. Served with our special pizza sauce $3.99

SPECIALITY CALZONE

Try any of our SPECIALITY PIZZAS as a CALZONE. Or try this calzone suggested by one of our loyal customers. We take Angus beef hamburger, mix it in with Mac-N-Cheese add more cheese and stuff it all into a Speciality Calzone! $8.99

Garlic Cheese Bread

Garlic Bread topped with mozzarella cheese. $1.99 Small 3.99 Large

DESSERTS

Fried Pies A La Mode

Apple, Cherry, or Blueberry $3.99

Ice Cream Sundae

Vanilla ice cream topped with your choice of chocolate Carmel or raspberry and whip cream $2.49

Coooooookie Monster

Fresh Baked Cookie, Chocolate Chip, Peanut Butter or White Macadamia dough, topped with vanilla ice cream and whip cream. Served with two spoons! $5.49

BEVERAGES

TO-GO FOUNTAIN DRINKS

$.99 12OZ $1.59 24OZ

Soft Drinks or Ice Tea

Coke products served: Coke, Diet Coke, Orange, Mr Pibb, Lemonade $2.09

Kids Drinks

$.99

20 oz Bottled Soft Drinks and Milk To Go

$1.79

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 JUL 9 Liq. Lic. PM 1 59

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

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

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

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

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

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

12. Payroll Records '08 JUL 9 Liqr. Lic. PM 1:59

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

B. Employee Log (A.R.S. §4-119)

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Bjork (Last) Jeffrey (First) Craig (Middle)

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

X [signature] (Signature of Licensee)

8 (Day) day of July (Month), 2008 (Year)

My commission Expires on: May 17, 2009 (Day Month Year)

Amy L. Loraso (Signature of NOTARY PUBLIC)

Amy L. Loraso

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

OFFICIAL SEAL
AMY L. LORASO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires May 17, 2009

802-191

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'08 JUL 9 Liq. Lic. PM 1:59

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

P/051341

QUESTIONNAIRE

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

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

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

Liquor License # 12077682
(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)

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: BJORK, JEFFREY CRAIG (Last / First / Middle) Date of Birth: _____ (This Will Not Become a Part of Public Records)

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

4. Place of Birth: WAYNE, MICHIGAN USA (City / State / Country (not county)) Height: 6' Weight: 350 Eyes: BRN Hair: BRN

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

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

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1/1/2003

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 446 - 8703

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: WINGS-PIZZA-N-THINGS Premises Phone: (623) 932 - 9449

11. Licensed Premises Address: 965 E. VAN BUREN #124-125 AVONDALE, MARICOPA 85323
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1/06	CURRENT	OWNER/OPERATOR WINGS-PIZZA-N-THINGS RESTAURANT	TJ FREEDOM, LLC DBA WINGS-PIZZA-N-THINGS 864 E. WILLIAMS FIELD RD GILBERT AZ 85295
3/03	1/06	GENERAL MANAGER	GOLDEN CORRAL 590 e. 16TH STREET YUMA, AZ 85365
9/01	3/03	GENERAL MANAGER	GOLDEN CORRAL 616 S. RIDGE RD WICHITA, KS

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
OCT/05	CURRENT	OWN				
MAY/04	OCT/05	OWN				
3/03	5/04	RENT				

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

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

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 10 hrs, **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, Jeffrey Craig Bjork, 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.

DARIN STORDAHL
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 24, 2011

x Jeffrey Craig Bjork
(Signature of Applicant)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
7 day of July, 2008
Day Month Year

My commission expires on: 24 NOV 2011
Day Month Year

(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

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

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

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

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

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

'08 JUL 9 Liqr. Lic. PM 1:59

15. Driving under the Influence to slightest degree 28-1381 A1, 28-1381A2 Criminal Traffic 5/29/00 Yavapai County Sheriff's Office
16. City of Prescott Magistrate Court 6/12/00 for the above offenses.

Jeffrey C. Bjork

7/7/08

'08 JUL 9 Liqr. Lic. PM 1:59

Supplement to Questionnaire
of
JEFFREY CRAIG BJORK

Question #20:

I hold an interest in License # 12076558, called WINGS N THINGS located at 884 E WILLIAMS FIELD RD #102, GILBERT, AZ 85296

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Jeffrey Craig Bjork
Individual Name (Print)

Jeffrey Craig Bjork
Individual Signature

2/11/06
Date Training Completed

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

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

IF TRAINEE IS EMPLOYED BY A LICENSEE:

Jeffrey Craig Bjork | Wings-Pizza-N-Things | 12076558

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

A B C, ALCOHOL AWARNESS TASK FORCE
Company or Individual Name

5032 S. Ash Ave., Suite 116
Address

Tempe, Az., 85282 | (480) 777-2333
City | State | Zip | Phone

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

Jared Repinski
Trainer Name (Print)

Trainer Signature

2-11-06
Date

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

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

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

LIC 1021 10/2001

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

802-191

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 JUL 9 Liq. Lic. PM 1 59

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

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

P1051343

QUESTIONNAIRE

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

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

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

Eff. 10/01/07 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)

Liquor License # 12077682
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: LUCAS (Last) ANTHONY (First) MITCHEL (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: FRANKFURT (City) GERMANY (State) _____ **Country** (not county) Height: 6'0 Weight: 200 Eyes: HZL Hair: BALD

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

6. Name of Current or Most Recent Spouse: LUCAS (Last) REBECCA (First) TERESA (Middle) GARDNER (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: 10/1987

8. Telephone number to contact you during business hours for any questions regarding this document. (480) 560 - 3018

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: WINGS-PIZZA-N-THINGS Premises Phone: (623) 932 - 9449

11. Licensed Premises Address: 965 E. VAN BUREN ST., #124-125 (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
	CURRENT	SEE ATTACHED	

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
5/2005	CURRENT	Own				
7/2004	5/2005	Own				
1/2004	7/2004	Own				
5/1999	1/2004	Own				

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

'08 JUL 9 Liqr. Lic. PM 1:59

Attachment to Questionnaire of
ANTHONY MITCHEL LUCAS

Question #12:

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	NAME OF BUSINESS & ADDRESS
5/2007	CURRENT	OWNER	WINGS PIZZA N THINGS 884 W Williams Field Rd #102 Gilbert, AZ 85296
7/2004	5/2007	MANAGER	HOME DEPOT 1155 W Chandler Blvd Chandler, AZ 85224
1/2004	7/2004	MANAGER	HOME DEPOT 320 Wake Ave El Centro, CA 92243
3/1991	1/2004	MANAGER	HOME DEPOT 1941 E Highway 69 Prescott, AZ 86301

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

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

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

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

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

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

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

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

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

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

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

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

Manager Section

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

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

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

24. I, Anthony Miguel Lucas, 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 Anthony Lucas
(Signature of Applicant)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
7 day of July, 2008
Day Month Year

DARIN STORDAHL
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 24, 2011

My commission expires on: 24 Nov 2011
Day Month Year

Darin Stordahl
(Signature of NOTARY PUBLIC)

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

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

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

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

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

'08 JUL 9 Liq. Lic. PM 1:59

15. Driving under the influence in July of 1987. It occurred in Dona Ana County. Las Cruces, New Mexico
16. Driving under the influence in July of 1987. It occurred in Dona Ana County. Las Cruces, New Mexico

Anthony Lucas

Anthony Lucas
7/7/08

'08 JUL 9 Liqr. Lic. PM 1 59

Supplement to Questionnaire
of
ANTHONY MITCHEL LUCAS

Question #20:

I hold an interest in License # 12076558, called WINGS N THINGS located at 884 E WILLIAMS FIELD RD #102, GILBERT, AZ 85296

802-14
P1058157

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'08 JUL 9 Liqr. Lic. PM 1:59

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

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

QUESTIONNAIRE

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

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

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

Eff. 10/01/07 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)

Liquor License # 1207682
(If the location is currently licensed)

1. **Check appropriate box** →

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

2. Name: LUCAS (Last) REBECCA (First) TERESA (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: PHOENIX (City) AZ (State) USA (Country (not county)) Height: 5'4 Weight: 145 Eyes: GR Hair: BR

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

6. Name of Current or Most Recent Spouse: LUCAS (Last) ANTHONY (First) MITCHEL (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: 7/1/1977

8. Telephone number to contact you during business hours for any questions regarding this document. (480) 600 - 2649

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: WINGS-PIZZA-N-THINGS Premises Phone: (623) 932 - 9449

11. Licensed Premises Address: 965 E. VAN BUREN ST., #124-125 (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
6/2005	CURRENT	RN	BANNER GOOD SAMARITAN HOSPITAL, 1111 E. McDowell Road, Phoenix, AZ 85006
10/2005	6/2006	RN	Phoenix Memorial Hospital, 1201 S 7th Ave., Phoenix, AZ 85007
7/2003	10/2005	RN	American Mobile Healthcare., 12400 High Bluff Drive, San Diego, CA 92130

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
5/2005	CURRENT	Own				
7/2004	5/2005	Own				
1/2004	7/2004	Own				
5/1999	1/2004	Own				

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

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

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

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

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

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

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

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

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

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

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

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

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

Manager Section

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

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

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

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

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

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

X_____
(Signature of Applicant)

State of_____County of_____
The foregoing instrument was acknowledged before me this
_____day of _____, _____
Day Month Year

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

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

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

State of_____County of_____
The foregoing instrument was acknowledged before me this

X _____
(Signature of LICENSEE/AGENT)

_____ day of_____ _____
Day Month Year

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

Manager Section

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

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

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

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

24. I, Rebecca Teresa Lucas, 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 Rebecca Lucas
(Signature of Applicant)

DARIN STORDAHL
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 24, 2011

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
7 day of July, 2008
Day Month Year

My commission expires on: 24 Nov 2011
Day Month Year

(Signature of NOTARY PUBLIC)

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

Licensee or Agent Approval of Manager

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

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

State of_____ County of_____

The foregoing instrument was acknowledged before me this

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

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

AZ CORPORATION COMMISSION
FILED
JUN 17 2008
FILE NO. L1579318
08 JUN 9 Liq. Lic. PM 2:01
AZ Corp. Commission
02457258

ARTICLES OF ORGANIZATION
of
TJ FREEDOM2, LLC

1. **Name.** The name of this limited liability company is TJ Freedom2, LLC.

2. **Known Place of Business.** The address of the known place of business of this limited liability company is 21636 East Carrion Flats, Queen Creek, Arizona 85242.

3. **Statutory Agent.** The name and business address of the initial agent for service of process for this limited liability company is KEYTLaw, L.L.C., 3001 East Camelback, Suite 130, Phoenix, Arizona 85016. The agent for service of process is not responsible for failing to notify the company of any service of process or correspondence received by the agent for service of process for the company if the company changes its address and fails to notify the agent for service of process of the change by sending a written notice of address change to the agent for service of process at its address on file with the Arizona Corporation Commission.

4. **Form of Management.** Management of the limited liability company is vested in a Manager or Managers.

5. **Managers.** The names and addresses of the Managers of this limited liability company at the time of formation are: (a) Jeffrey Bjork, 21636 East Carrion Flats, Queen Creek, Arizona 85242 and (b) Anthony Lucas, 21212 North 184th Place, Queen Creek, Arizona 85242.

6. **Members.** The names and addresses of each Member who owns a twenty percent or greater interest in the capital or profits of this limited liability company at the time of formation are: (a) Jeffrey Bjork, 21636 East Carrion Flats, Queen Creek, Arizona 85242 and (b) Anthony Lucas and Rebecca Lucas, 21212 North 184th Place, Queen Creek, Arizona 85242.

7. **Limitations on Company Action.** The limited liability company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the company's Operating Agreement signed by all of the members:

a. Alter any purpose for which the company was formed.

b. Change the life of the company from perpetual to a shorter term.

c. Admit any member who is not listed in the original Articles of Organization filed with the Arizona Corporation Commission to form the company.

d. Require any member to contribute money or property to the company.

e. Withdraw any capital contributions made to the company.

'08 JUL 9 Liq. Lic. PM 2:01

f. Change the percentage interests of any member in the profits, losses, distributions and ownership of the company.

g. Alter the allocation of profits, losses or distributions to any member.

h. Alter the accounting method adopted by the company.

i. Vote on any issue affecting the company, a member or a manager.

j. Elect or remove any manager.

k. Engage in any action that requires the approval of the members.

l. Engage in any action that is expressly prohibited in the Operating Agreement.

m. Allow a member to retire or withdraw voluntarily as a member.

n. Assign all or any portion of a member's interest in the company.

o. Dissolve the company.

Notwithstanding anything herein to the contrary, this paragraph will be effective only after all of the members sign an Operating Agreement.

8. **Springing Member.** If this limited liability company has only one member and that member is an individual who dies, the company will not dissolve on the death of the member if the deceased member signed an Operating Agreement that provides for a springing member, in which event the entire membership interest of the deceased member will be assigned automatically at the moment of the death of the deceased member to the springing member designated in the Operating Agreement.

Dated: June 17, 2008.

Richard Keyt

Consent of Statutory Agent

KEYTLaw, L.L.C., an Arizona limited liability company, having been designated to act as Statutory Agent hereby consents to act in that capacity until removed by the Company or resigning in accordance with the Arizona Revised Statutes.

KEYTLaw, L.L.C., an Arizona limited liability company

By: Richard Keyt, Manager

'08 JUL 9 Liq. Lic. PM 2:01

OPERATING AGREEMENT
OF
TJ FREEDOM2, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

June 17, 2008

Available for review at City Hall

Prepared by
KEYTLaw, L.L.C.
Arizona Entity Formation and Administration
3001 EAST CAMELBACK, SUITE 130
PHOENIX, ARIZONA 85016

Telephone: (602) 906-4953, extension 101
www.keytlaw.com - over 1,100,000 visitors in 2007

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City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: JEFFREY CRAIG BJORK

BUSINESS NAME: WINGS-PIZZA-N-THINGS

ADDRESS: 965 EAST VAN BUREN ST. #124-125

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

DEPARTMENTAL COMMENTS:

■ APPROVED
☐ DENIED

SIGNATURE

ASSISTANT CHIEF OF POLICE
TITLE

073008
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 18, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 5, 2008

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
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- ☒ FIRE DEPARTMENT

APPLICANT'S NAME: JEFFREY CRAIG BJORK

BUSINESS NAME: WINGS-PIZZA-N-THINGS

ADDRESS: 965 EAST VAN BUREN ST. #124-125

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jerre G. Young
SIGNATURE

8/4/08
DATE

Assistant Fire Marshal
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 18, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 5, 2008

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

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- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: JEFFREY CRAIG BJORK

BUSINESS NAME: WINGS-PIZZA-N-THINGS

ADDRESS: 965 EAST VAN BUREN ST. #124-125

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Zoning Specialist
TITLE

7/31/08
DATE

☒ APPROVED
☐ DENIED

SIGNATURE

Development Services Director
TITLE

8/4/08
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 18, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 5, 2008

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: July 31, 2008

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 16 (State Series 12) Liquor License for Wings-Pizza-N-Things
965 E Van Buren St, Ste 124-125

The site is generally located at the southwest corner of Dysart Road and Eliseo C. Felix Jr Way within the Fabric Depot shopping center. The building is existing.

A Series 16 (State Series 12) liquor license is exempt from the 300 foot separation requirement from a church, school, or fenced school recreational area.

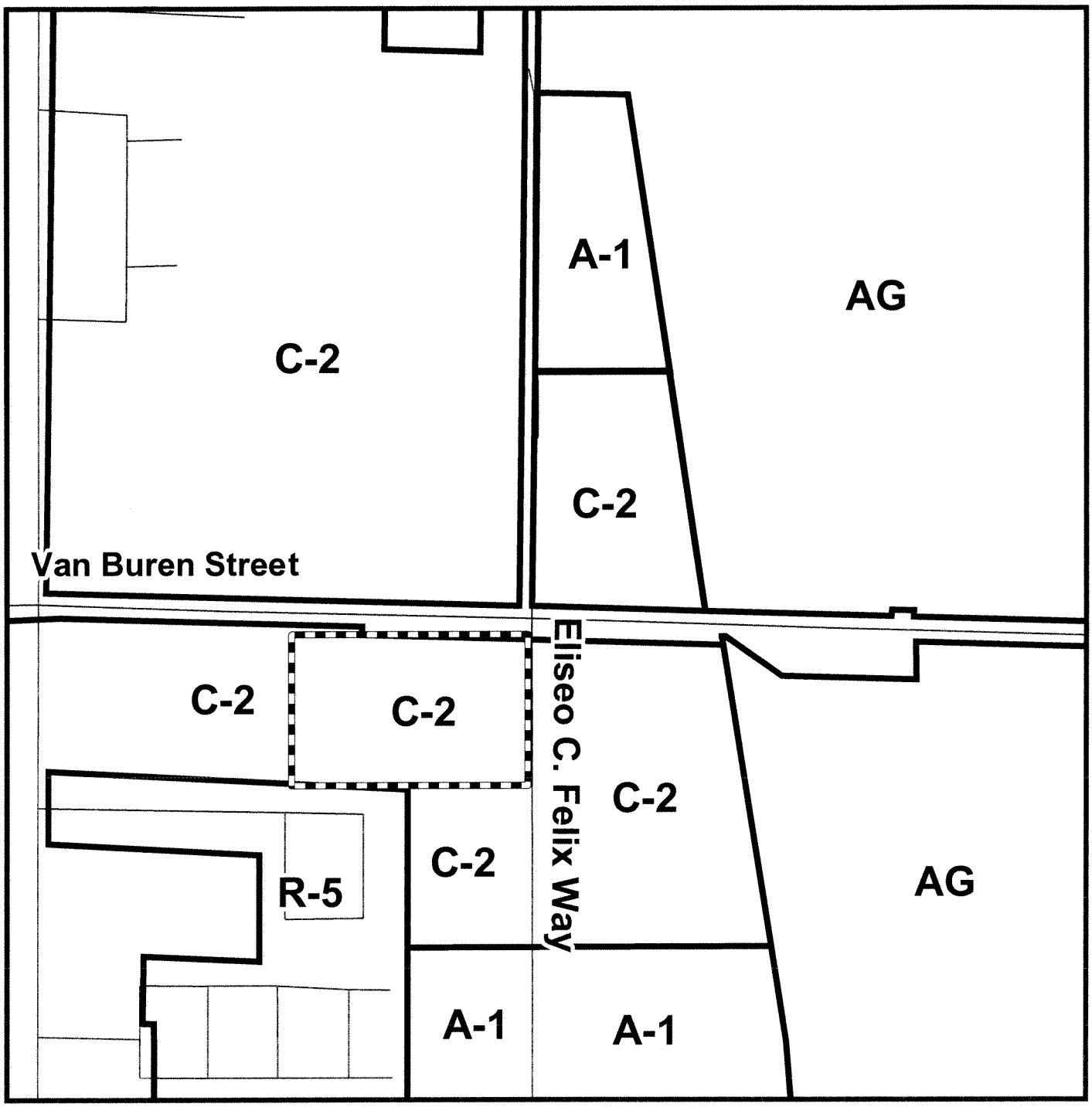
The General Plan designates the property as employment. The subject property is zoned Community Commercial District (C-2). A restaurant is a permitted use within the C-2 zoning district.

Attachment: Aerial Photography
Zoning Vicinity Map

2008 Aerial Photograph

Avondale

Subject Property



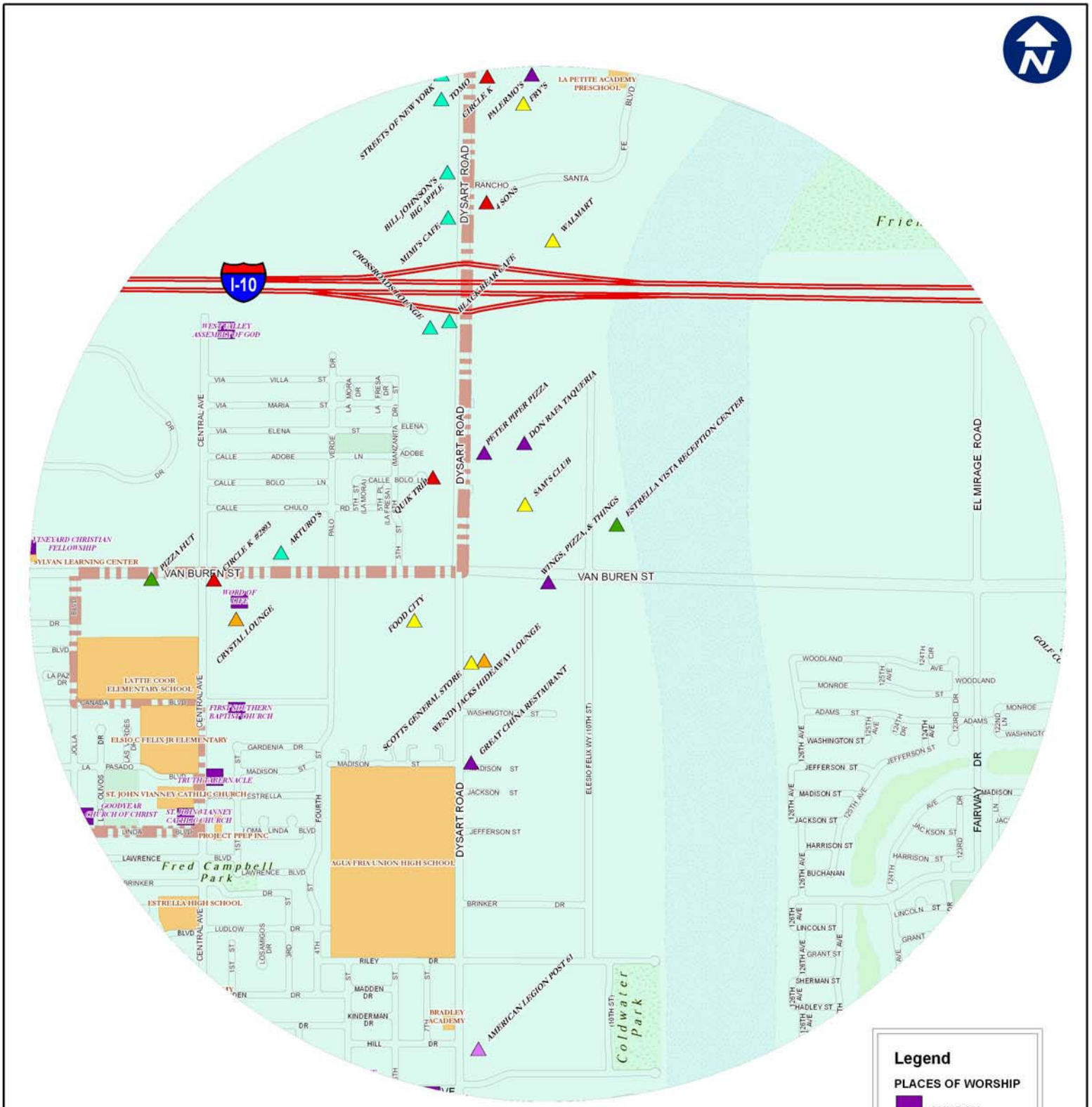
Zoning Vicinity Map

Avondale

Fabric Depot Shopping Center

PLEASE USE OTHER DOOR
WINGS · PIZZA · N · THINGS
WINGS · PIZZA · BURGERS
NOW OPEN
NOTICE

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JULY 22, 2008
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, AUGUST 18, 2008
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE
TO VERIFY CALL
"SERIES 16: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS"



WINGS, PIZZA, & THINGS
965 W Van Buren St
1 Mile Buffer

CITY COUNCIL REPORT

SUBJECT:
Final Plat for Coldwater Place

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the final plat for "Coldwater Place" subject to conditions of approval.

REQUEST: Final Plat approval for "Coldwater Place"

PARCEL SIZE: 18.83 acres

LOCATION: Southeast corner of Van Buren Street and the Agua Fria River (see attached vicinity map)

APPLICANT: City of Avondale

OWNER: City of Avondale

BACKGROUND:

The property was annexed into the City on January 16, 1978 and zoned R1-6 (Single-Family Residential).

The General Plan Land Use Map designates the property as public use.

DISCUSSION:

SUMMARY OF REQUEST:

1. This is a request to subdivide the site into four (4) lots and dedicate right-of-way along Van Buren Street.
2. In addition, an eight-foot (8') wide Public Utility Easement (PUE) is dedicated adjacent to the dedicated right of way along Van Buren Street.

CITIZEN PARTICIPATION:

Public notification and hearing is not required for final plats.

ANALYSIS:

1. The proposed commercial plat meets all development standards for the R1-6 zoning district.

FINDINGS:

The proposed plat meets the following findings with stipulations:

1. It conforms to the Avondale General Plan.
2. It conforms to the Avondale Zoning Ordinance.
3. It conforms to the City's Subdivision Regulations.

BUDGETARY IMPACT:

Approving the final plat does not have a budgetary impact.

RECOMMENDATION:

Staff recommends that the City Council APPROVE the proposed final plat subject to the following conditions of approval:

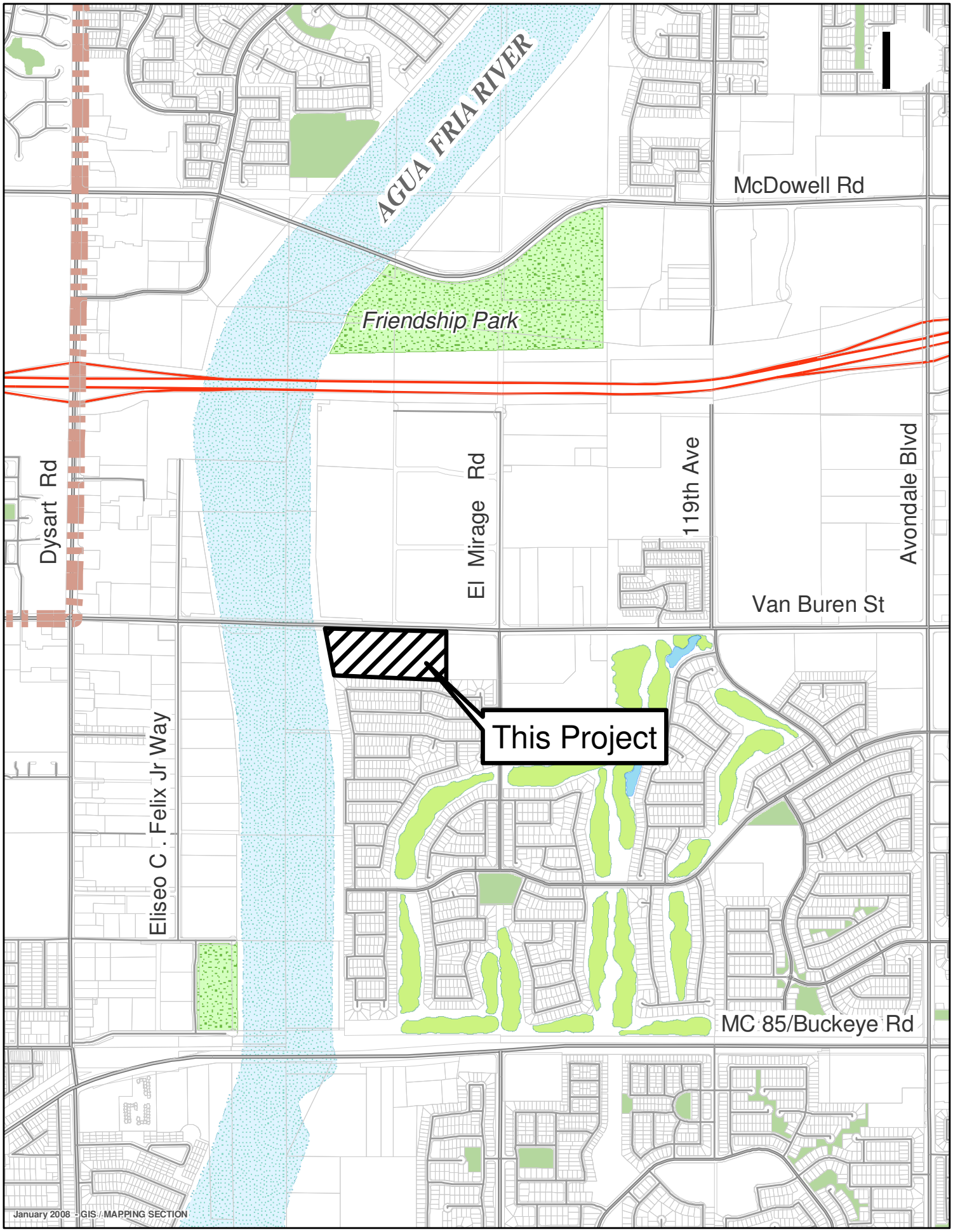
1. The recorded plat shall be in conformance with the final plat date stamped July 28, 2008.

ATTACHMENTS:

Click to download

- Vicinity Map
- Coldwater Place Final Plat Sealed July 28, 2008

VICINITY MAP



CITY OF AVONDALE

FINAL PLAT OF

COLDWATER PLACE

A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
OWNER: CITY OF AVONDALE

NOTES

1. ALL LANDSCAPING WITHIN THE ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT OWNERS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS, SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
8. WITH THE RECORDATION OF THIS PLAT, IT SHALL ESTABLISH A BLANKET EASEMENT ACROSS LOTS 2 AND 3 FOR CROSS ACCESS.

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 11, FROM WHICH THE MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 11 BEARS SOUTH 88°22'22" EAST, A DISTANCE OF 2,638.76 FEET;

THENCE SOUTH 88°22'22" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 487.98 FEET TO THE TRUE POINT OF BEGINNING;

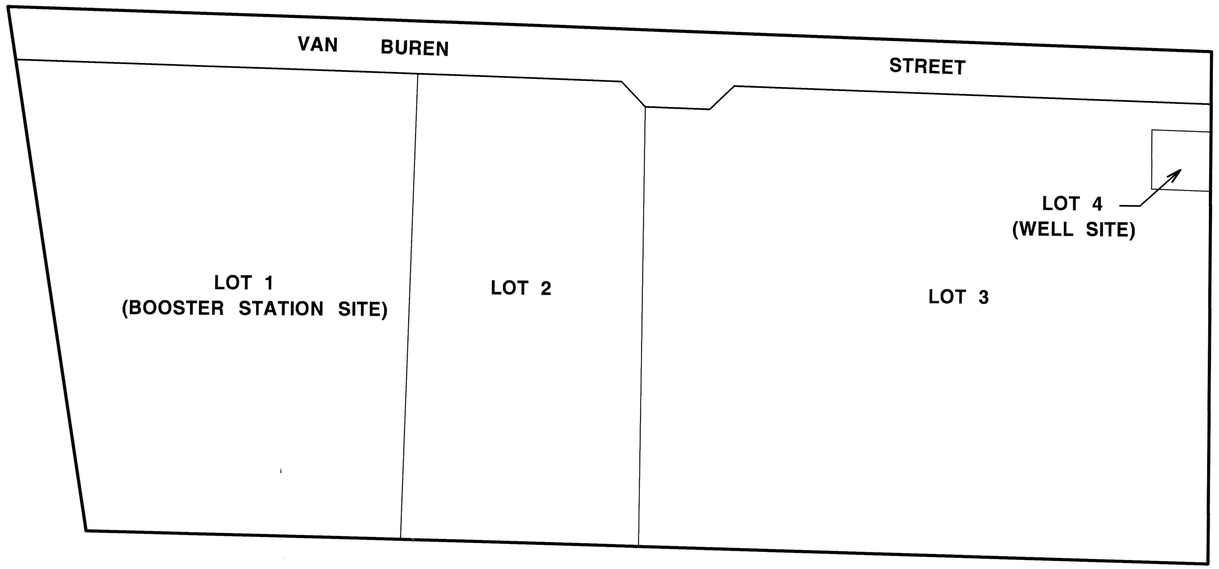
THENCE CONTINUING SOUTH 88°22'22" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,491.08 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 1 AS DEPICTED ON A FINAL PLAT FOR COLDWATER SPRINGS RECORDED IN BOOK 514 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS;

THENCE SOUTH 00°06'15" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 633.18 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE AS SHOWN ON A FINAL PLAT FOR COLDWATER SPRINGS PARCEL 2 - UNIT 1 RECORDED IN BOOK 538 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS;

THENCE NORTH 88°51'13" WEST, ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 1,389.27 FEET;

THENCE NORTH 09°00'16" WEST, DEPARTING SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 655.81 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 21.126 ACRES, MORE OR LESS.



DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "COLDWATER PLACE", A 4 LOT SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "COLDWATER PLACE", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS AND STREETS SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

LOTS 1 AND 4 ARE RESERVED FOR CITY WATER FACILITIES.

IN WITNESS WHEREOF:

THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF MARIE LOPEZ ROGERS, ITS MAYOR, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2008.

_____
MARIE LOPEZ ROGERS,
MAYOR

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE____ DAY OF _____, 2008, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED MARIE LOPEZ ROGERS WHO ACKNOWLEDGED HERSELF TO BE MAYOR OF THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY MY COMMISSION EXPIRES

CERTIFICATION

I, FRED W. KLEIN III, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF (2) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2008, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

FRED W. KLEIN III
REGISTERED LAND SURVEYOR #36562
COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014

Registered Land Surveyor
Certificate No.
36562
FRED W.
KLEIN III
Date Signed 4-30-08
ARIZONA, U.S.A.
Expires 9-30-2008

LEGEND

- ▲ — INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE G.D.A.C.S. (UNLESS OTHERWISE NOTED)
- ⊗ — INDICATES CORNER OF THIS SUBDIVISION - SET PK WITH TAG R.L.S. #36562 (UNLESS OTHERWISE NOTED)
- ◉ — INDICATES CORNER OF THIS SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB, PER M.A.G. STD.DET.120-1,TYPE "B" (UNLESS OTHERWISE NOTED)
- ⊙ — INDICATES CENTER LINE MONUMENTATION - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- • — INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB, PER M.A.G. STD.DET.120-1,TYPE "B"

P.U.E. — INDICATES PUBLIC UTILITY EASEMENT

ESM'T — INDICATES EASEMENT

G.D.A.C.S. — INDICATES GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 694, PAGE 38 OF MAPS

R.L.S. — INDICATES REGISTERED LAND SURVEYOR

BENCHMARK

MARICOPA COUNTY HIGHWAY DEPARTMENT
BRASS CAP ON VAN BUREN BRIDGE OVER
AGUA FRIA RIVER
ELEVATION 992.12 NGVD29 DATUM

CITY OF AVONDALE BENCHMARK LOCKRIDGE
NGG HORIZONTAL CONTROL DISK STAMPED
LOCKRIDGE 2006
ELEVATION 972.05 NAVD88 DATUM
ELEVATION 970.07 NGVD29 DATUM

OWNER/DEVELOPER

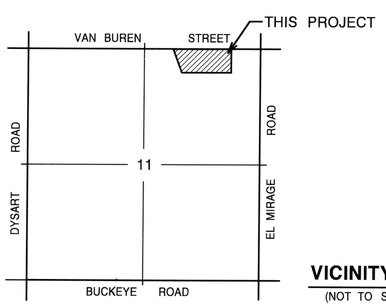
CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE
SUITE 110
AVONDALE, ARIZONA 85323-6804
PHONE: (623) 333-4200
FAX: (623) 333-4219
CONTACT: PAUL A. LOPEZ

ENGINEER/SURVEYOR

COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: JEAN KROLL

KEY MAP

(NOT TO SCALE)



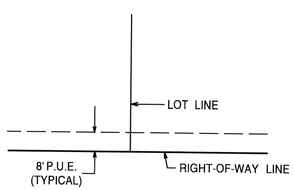
VICINITY MAP

(NOT TO SCALE)

LOT AREAS
LOT 1 = 256,345 S.F.
LOT 2 = 165,763 S.F.
LOT 3 = 392,942 S.F.
LOT 4 = 5,329 S.F.

100 YEAR ASSURED WATER SUPPLY

THIS AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.



TYPICAL PUBLIC UTILITY EASEMENT DETAIL

(NOT TO SCALE)

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS____DAY OF _____, 2008.

_____ _____
MARIE LOPEZ ROGERS, MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, T. 1 N., R. 1 W., ACCORDING TO BOOK 514, PAGE 17, MARICOPA COUNTY RECORDS, HAVING A BEARING OF S88°22'22"E.

SHEET 1 OF 2

GROSS AREA = 21.126 AC.	COE & VAN LOO CONSULTANTS, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 (602) 264-6831
TOTAL LOTS = 4	

ernesto
7/28/2008
10:48:22 AM
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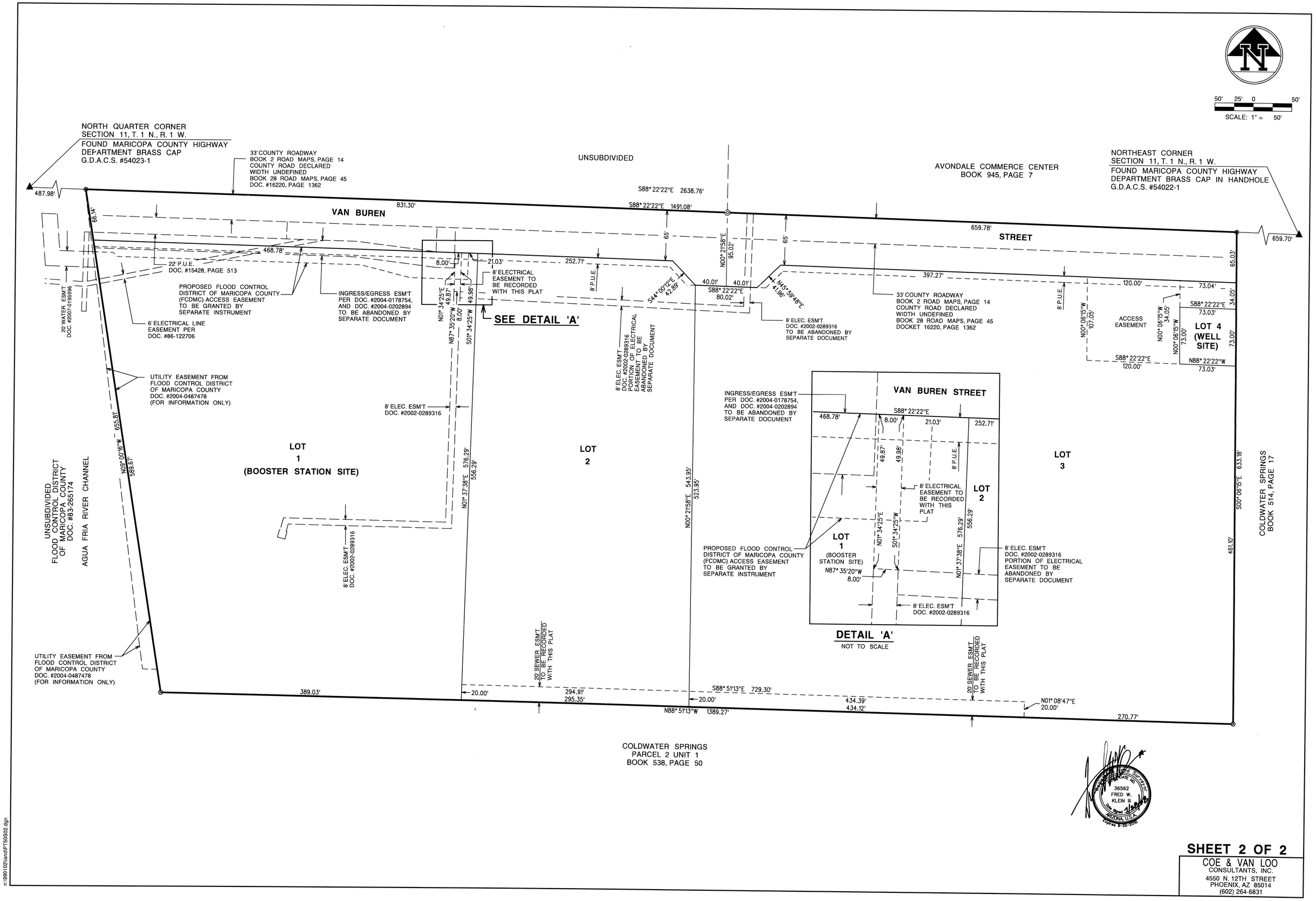

SHEET 2 OF 2

COE & VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

COLDWATER PLACE - FINAL PLAT - C.V.L. JOB# 171302

ernesto
7/28/2008
10:48:23 AM
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CITY COUNCIL REPORT

SUBJECT:
Letter of Agreement with Arizona Public Service (APS) for Overhead Conversion and Point of Service Connection

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Letter of Agreement with Arizona Public Service Company (APS) to provide overhead conversions and point of service establishment related to the Indian School and El Mirage street improvements in the amount of $162,262 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 20, 2007, City Council approved a professional services agreement with DMJM Harris to provide professional design services and design a traffic signal at the intersection of El Mirage Road and Indian School Road. During the design phase, staff identified overhead conflicts with three (3) of the four (4) traffic signal poles designed by DMJM. In an attempt to avoid conflicts with the overhead lines, staff worked with DMJM to adjust the design. Staff, DMJM, and APS resolved the conflict on the northeast corner by utilizing a multi-use pole. However, the conflicts for the poles on the southwest and southeast corners could not be avoided.

In order to avoid any other potential conflicts, staff coordinated with the Mirabella Development and the Valley Golf Center Development. Staff teamed with the contractor from the Mirabella Development to provide an interim design which would allow uninterrupted electrical service during construction of the traffic signal and conversion of the overhead lines. Staff also worked with Valley Golf Center and APS to assure the 12kV conversion would work with the proposed City improvements. The agreement will convert the remaining APS facilities in conflict with the proposed traffic signals.

DISCUSSION:

The Letter of Agreement with APS includes the following City improvements:
- Underground all 12kV lines along El Mirage Road south of Indian School Road
- Underground the 12kV span across the south leg of El Mirage Road
- Set two (2) switching cabinets in order to eliminate the extra 12kV pole on the southeast corner of the intersection
- Provide provisions for a point of service for the traffic signal

The design compliments the undergrounding of the 12kV lines to be performed by Valley Golf Center and accommodates electrical service for the Mirabella Development.

Per the Letter of Agreement, the City shall provide all trenching and conduit. APS shall provide the inspection and conductor runs to the points of connection. APS shall also convert the primary feed to the City Booster Station and energize the whole system as part of this work.

SCHEDULE:

In order for APS to complete this work, the City's contractor must trench and bury the conduit. Construction is tentatively scheduled to begin in October 2008. It is anticipated that APS will be able to begin their work in November 2008 and complete it no later then February 2009.

BUDGETARY IMPACT:

Funding in the amount of $162,262 for this project is available in Street Fund Line Item No. 304-1154-00-8420, Traffic Signal – Indian School/El Mirage.

RECOMMENDATION:

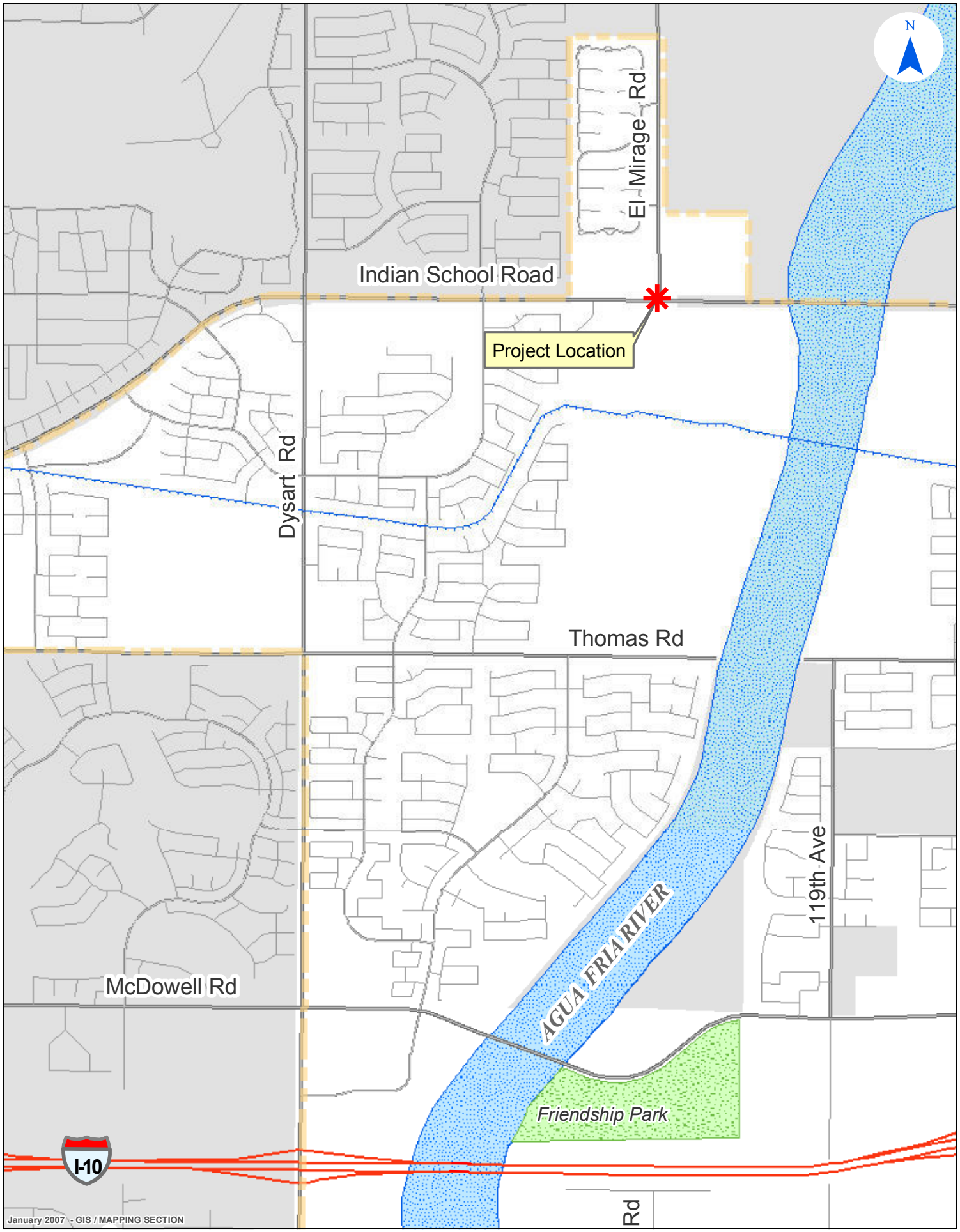
Staff recommends that the City Council approve a Letter of Agreement with APS to provide overhead conversions and point of service establishment related to the Indian School and El Mirage street improvements in the amount of $162,262 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Letter of Agreement
- APS Improvement Plans

VICINITY MAP



CITY OF AVONDALE

Indian School Rd. & El Mirage Rd. Proposed Signal

A subsidiary of Pinnacle West Capital Corporation

Ron Gandara
Governmental Liaison
Project Management

Tel.: 602-371-7546
Fax: 602-371-5683
E-mail: ronnie.gandara@aps.com

Mail Station 3876
P.O. Box 53933
Phoenix, Arizona 85072-3933

July 15, 2008

Paul Lopez
City of Avondale
11465 W. Civic Center Dr., Suite 120
Avondale AZ. 85323-6804

PROJECT: City of Avondale Project No. ST 1154
SUBJECT: Indian School Rd. & El Mirage Rd. - OH/UG Aesthetic Conversion

Dear Mr. Lopez,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **W391861** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of Avondale ("City").

1) **To be provided and installed by the City of Avondale Contractor**

a) All trench material and trench related work including, but not limited to, trenching, spoils, removal, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the City contractor and City crews.

b) All conduit, conduit related material, work associated with the conduit, including but not limited to; 1", 2", 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.

c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.

d) Where duct banks are required: Labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.

e) Labor to install APS provided manholes, pull boxes, j-boxes, box pads and ground rods (or alternate grounding material).

f) All conduit shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment.

g) City's contractor is to provide construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.

NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT

2) **To be provided by Arizona Public Service Co. and installed by the City of Avondale Contractor**

a) All ground rods (or alternate grounding material), street light junction boxes, pull boxes, pull line, transformer pads, pull boxes, switching cabinet box pad, and electronic markers.

3) **To be provided and installed by Arizona Public Service Company**

a) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. Call 602-371-6512 a minimum of 72 hours prior to needing inspection.

b) APS Transmission and Distribution Construction Specifications as related to the project.

c) All trench, bell holes and backfill as required to splice APS cables from the point at which the City contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City's contractor).

d) APS will connect to the City's contractor conduit after the system has been mandrilled and accepted.

e) All conduit and sweeps, as required, from the point at which the City's contractor conduit ended, to the existing energized electrical equipment.

f) Horizontal survey of all APS facilities. Coordinate APS survey with APS assigned inspector or Call 602-371-7546 five- (5) working days prior to needing the staking of the trenches.

4) APS will relocate overhead 12kV line (south side of Indian School Rd., east side of El Mirage, running south) that is in conflict with the proposed roadway improvement project. The City has requested that APS underground these lines for aesthetic reasons. The City has also requested that APS underground the 12kV underbuild line (south side of Indian School Rd., from pole at the southeast corner to a pole just west of El Mirage Rd.) for aesthetic reasons (see attached APS plans). APS has prior rights on the lines running east and west. The City contractor is to provide all trench and conduit for the overhead to underground aesthetic conversion. The City shall reimburse APS **$162,262.00** for this relocation.

5) The above costs are for APS electrical work only and do not reflect trench and conduit work (to be provided by the City contractor) or any Qwest related costs associated with this project.

6) APS to provide the City a full set of construction drawings (see attached plans) for bidding and construction purposes.

7) City is to acquire APS easement (see attached easement) for the underground electrical lines needed to serve transformer located on Manny's Restaurant property.

The City of Avondale shall pay APS **$162,262.00** for all work performed by APS as required by this project.

Please sign one of the two enclosed copies of this letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-371-7546.

Sincerely,

Ron Gandara

Ron Gandara
Governmental Liaison
Underground Construction

Encl.

The City of Avondale agrees to reimburse APS the amount of $162,262.00 for all the work APS performed in association with the City's project.

Approved and accepted this _____ day of _____, 2008, on behalf of the City of Avondale.

By: _____

Its _____

ARIZONA PUBLIC SERVICE

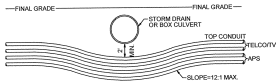
W391861

Indian School Rd. and El Mirage Rd. Improvements

COORDINATE WITH QWEST PLANS FOR ADDITIONAL INFO AND REQUIREMENTS QWEST CONTACT INFO: MATT PHILIPS 602-630-1393

GENERAL TRENCHING NOTES

1. ALL WORK TO COMPLY WITH THE APS TRANSMISSION AND DISTRIBUTION CONSTRUCTION STANDARDS (T.A.D.C.S.) MANUAL.
2. * DENOTES BACKFILL AND COMPACTION PER APS SPECIFICATIONS AS DEFINED IN THE 8601 SECTION OF THE APS T.A.D.C.S. MANUAL.
3. MAINTAIN MINIMUM 1' VERTICAL SEPARATION BETWEEN ALL APS FACILITIES (i.e. DUCT BANK, CONDUIT AND CABLE) AND ANY UNDERGROUND CONFLICTS.
4. THE USABILITY OF ALL CONDUIT SYSTEMS MUST BE INSURED. WHERE THE PARTY RESPONSIBLE FOR INSTALLING THE CONDUIT SHALL MANDRELL MANDRELLING SHALL BE PER APS SPECIFICATIONS AS DEFINED IN THE 8601 SECTION OF THE APS T.A.D.C.S. MANUAL.
5. WHERE THE 8895.MR 1/2" WOVEN KEVLAR, AND PRELUBRICATED FLAT STRAP PULL LINE ARE TO BE INSTALLED, THEY SHALL BE PROVIDED BY APS AND INSTALLED BY THE CONTRACTOR.
6. TRENCH DEPTHS SHOWN ON TRENCH DETAILS ARE MINIMUM REQUIREMENTS.
7. THE TRENCH BOTTOM SHALL BE SMOOTH, FLAT AND WITHOUT SURFACE IRREGULARITIES. OTHERWISE A SUFFICIENT AMOUNT OF BEDDING MATERIAL SHALL BE INSTALLED TO PROVIDE THE REQUIRED SURFACE. THE BEDDING MATERIAL SHALL NOT CONTAIN ROCKS LARGER THAN 1-1/2" IN THEIR GREATEST DIMENSION FOR RIGID CONDUIT SYSTEMS. THE BEDDING MATERIAL SHALL CONTAIN A SUFFICIENT VOLUME OF FINES TO FILL ALL VOIDS.
8. CONTRACTOR NOT TO TRENCH CLOSER THAN 2' TO APS FACILITIES (EXCEPT 4' TO POLES) UNLESS AN APS REPRESENTATIVE IS PRESENT.
9. WHEN PASING OVER OR UNDER CONFLICTS, TRENCH NOT TO BE SLOPED STEEPER THAN 1:12 RATIO OR MINIMUM RADUIS OF 140 TIMES THE OUTSIDE DIAMETER OF THE CONDUIT.
10. TRENCH WIDTHS SHOWN ARE MINIMUM REQUIREMENTS BASED ON CONDUIT SIZES. WHERE A WORKMAN MUST ENTER THE THRENH, WIDTHS SHALL BE INCREASED PER 8620.
11. VERTICAL SEPARATION BETWEEN CONDUITS SHALL BE 3" MIN.
12. INSTALL SHADING AS NECESSARY PER CPEC 8601. ITEMS 5 & 6.



TYPICAL CULVERT CROSSING DETAIL
N.T.S.

ITEMS OF RESPONSIBILITY

1.TO BE PROVIDED AND/OR INSTALLED BY THE CITY OF AVONDALE CONTRACTOR:

A. ALL TRENCH MATERIAL AND TRENCH RELATED WORK INCLUDING BUT NOT LIMITED TO; TRENCHING, ASPHALT CUTTING AND MILLING, BORING, SPOILS REMOVAL, BACKFILL MATERIAL AND COMPACTION (PER APS T.A.D.C.S. MANUAL, SECTION 8601), ALL SURFACE RESTORATION (i.e., LANDSCAPING, SIDEWALKS, CURBS, GUTTERS, ASPHALT, ETC.) AS IT RELATES TO WORK PERFORMED ON THIS PROJECT BY THE CITY OF AVONDALE CONTRACTOR AND APS CREWS. ALL CONDUIT, CONDUIT RELATED MATERIAL, WORK ASSOCIATED WITH THE CONDUIT.

B. INCLUDING BUT NOT LIMITED TO; 2", 2-1/2", 3",4", AND 5" DIAMETER PVC CONDUIT, CONDUIT SWEEPS, COUPLINGS, SPACERS, REBAR, CAPS, PLUGS, PULL LINE, PRIMER, GLUE, AND MANDRELLING OF THE CONDUIT SYSTEM.

C. ALL MISCELLANEOUS MATERIAL AND WORK, INCLUDING, BUT NOT LIMITED TO; BARRICADING, SHORING, STEEL PLATING, AND TRAFFIC CONTROL.

D. ALL CONDUIT SHOWN TO BE INSTALLED IN ENERGIZED EQUIPMENT, WILL BE CAPPED AND LOCATED AT A POINT EITHER 2' FROM THE EQUIPMENT OR FROM THE BLUESTAKE MARKINGS FOR UNDERGROUND ELECTRIC CABLES. ENTER ENERGIZED APS EQUIPMENT.

WARNING: DO NOT SHALL BE PREFORMED BY THE CITY OF AVONDALE CONTRACTOR AFTER THE EXISTING ELECTRICAL CABLE HAS BEEN REMOVED BY THE APS FORCES.

E. LABOR TO EXPOSE AND ATTACH TO/OR REROUTE EXISTING EMPTY CONDUIT. REROUTING OF CONDUIT PRESENTLY IN USE

F. CONSTRUCTION CENTER LINE STAKING, ALL VERICAL CONTROL AND STAKING OF DEPTH REQUIREMENTS FOR ALL APS TRENCHES. TRENCH ALIGNMENTS AND DEPTHS SHALL BE ADJUSTED TO PROVED A MINIMUM OF TWO (2) FEET VERTICAL CLEARANCE FROM PROPOSED CONFLICTS, AND ONE (1) FOOT VERTICAL CLEARANCE FROM EXISTING CONFLICTS. APS REQUIRES TWO (2) FEET HORIZONTAL ALIGNMENT CLEARANCE FROM ALL EXISTING AND PROPOSED CONFLICTS.

2.TO BE PROVIDED BY THE ARIZONA PUBLIC SERVICE COMPANY AND INSTALLED BY THE CITY OF AVONDALE CONTRACTOR:

A. ALL GROUND RODS (OR ALTERNATE GROUNDING MATERIAL), MANHOLES, BOX PADS, SINGLE-PHASE TRANSFORMER PADS, PULL BOXES, SECONDARY J-BOXES, PULL LINE, CONDUIT PLUGS, AND ELECTRONIC MARKERS.

B. CITY OF AVONDALE CONTRACTOR TO CALL ALISSA SCHAD @ 602-371-7758 ONE WEEK PRIOR TO START OF CONTRUCTION TO ARRANGE FOR PICK UP OF APS PROVIDED MATERIALS.

3.TO BE PROVIDED AND/OR INSTALLED BY THE ARIZONA PUBLIC SERVICE COMPANY:

A. CONDUIT SYSTEM INSPECTION FOR; TRENCH WORK, CONDUIT INSTALLATION, MISC. WORK AND INSTALLATIONS. CALL THE APS LEAD INSPECTOR, JOHN WILSON, 602-371-6512 (CELL 602-708-8881) A MINIMUM OF FIVE WORKING DAYS PRIOR TO THE START OF TRENCHING.

B. ALL TRENCH, BELLHOLES, AND BACKFILL AS REQUIRED TO INSTALL CONDUIT SWEEPS INTO APS EQUIPMENT FROM THE POINT AT WHICH THE CITY OF AVONDALE CONTRACTOR ENDED (SURFACE RESTORATION IS TO BE PROVIDED BY THE CITY OF AVONDALE CONTRACTOR).

C. APS WILL CONNECT TO THE CITY OF AVONDALE CONTRACTOR'S CONDUIT AFTER THAT SYSTEM HAS BEEN MANDRELLED.

D. ALL CONDUIT AND SWEEPS AS REQUIRED, FROM THE POINT AT WHICH THE CITY OF AVONDALE CONTRACTOR ENDED, TO THE EXISTING ENERGIZED ELECTRICAL EQUIPMENT.

E. ALL POLES, MAST ARMS, LUMINAIRES, SECONDARY CABLE AND FUSES AS IT RELATES TO THE STREET LIGHT INSTALLATION ON THIS PROJECT.

F. SURVEY FOR HORINZONTAL CONTROL OF APS RELATED TRENCHES AND EQUIPMENT. CALL 602-371-6945 TEN (10) WORKING DAYS IN ADVANCE TO NEEDING CONTROL FOR TRENCHING.

CONSTRUCTION SPECS.

1. APS TO REMOVE: 3132.SC3ETA795V 3491.SC2LUR002W 6034.A1/0D
   APS TO INSTALL: 3275.SC3BVA795V 3335.SC2DUR002W 5470.SKA795V 5055.ST4UA1/0A 6914.B18M 6086.A002E
   CITY TO INSTALL: 8890.LB (2) 8890.GC
2. APS TO INSTALL: 2729.A3V 2727.3V
   CITY TO INSTALL: 8655.NG 8890.GCV (2) 8881.DR 8760.0
3. CITY TO INSTALL: 8880.CL (3) CONTRACTOR TO LOCATE AND SPLICE INTO EXIST. C2"(3) AFTER APS CREWS HAVE REMOVED CABLE.
4. APS TO REMOVE: 1905.405 3467.WC3BUR002W 3460.WC3BVR002W 5269.WKR002W 2640.K06 (3) 6904.A10M
5. APS TO INSTALL: 5475.SKCA795V 5060.SL APS CREWS TO RUN SECONDARY WIRE UNDER 750 CABLE GUARD
   CITY TO INSTALL: 8890.LB (2) 8890.GCL
6. CITY TO REMOVE: 8881.DR 8760.0
   APS TO INSTALL: 2729.A3L 2727.3L 8140.4
   CITY TO INSTALL: 8655.NG 8890.GCL (2)
7. APS TO REMOVE: 1905.405 3400.WC3PTR002W
8. APS TO REMOVE: 2550 (6) 8881.HQ (2)
   APS TO INSTALL: 8736.AX6
9. APS TO REMOVE: 5480.SKA795V 3462.SC3BUR002W APS CREWS TO REMOVE "P" FROM TAG
10. CITY TO REMOVE: 8881.KR (2) 8881.CR (3) 8760.0
    CITY TO INSTALL: 8880.KL (2) 8880.CL (3) CONTRACTOR TO LOCATE AND SPLICE INTO EXIST. C5"(2) & C2"(3) AFTER APS CREWS HAVE REMOVED CABLE.
11. APS TO INSTALL: 8476.A08 2895.JUA750T (12) 2894.FA (9) 2969.CD10 (3) 2960.CD40 (3) 2470.B
    CITY TO INSTALL: 8542.B 8890.LA (2) 8890.LB (2) 8890.FB (3) 8890.FD (3)
12. APS TO INSTALL: 8476.A10 2895.JUA750T (18) 2895.B (6)
    CITY TO INSTALL: 8542.B 8890.LA (4) 8890.LB (4) 8881.KR (2) 8881.HQ (2) 8760.0
13. APS TO REMOVE: 1905.405 4732.R002W 6904.A10M 6962 (2) 4865 (3) 4712 (2) 4640
14. CITY TO REMOVE: 8881.DR (2) 8760.0
    APS TO INSTALL: 2508.4L 8140.4
    CITY TO INSTALL: 8655.NG 8890.GCL (2)
15. APS TO REMOVE: 2894.FA (3)
    APS TO INSTALL: 2894.FA (3) RE-TAG BACK TO SC661934
16. APS TO REMOVE: 2508.4L 8140.4
    APS TO INSTALL: 2508.4L 8140.4 USE EXIST. IF POSSIBLE
17. APS TO RE-TAG BACK TO SC661934
18. APS TO RE-TAG WIRE BACK TO SC661934
    APS TO RE-TAG CONDUIT BACK TO PB636918
19. CITY TO REMOVE: 8881.HR 8760.0
    CITY TO INSTALL: 8880.HL 8890.JD CONTRACTOR TO LOCATE AND SPLICE INTO EXIST. C4" AFTER APS CREWS HAVE REMOVED CABLE.
20. CITY TO REMOVE: 8881.DQ (3) 8881.GQ
    APS TO INSTALL: 8716.A3
21. APS TO REMOVE: 1905.453 3460.WC3BVR002W 5269.WKR002W 2640.K30 (3) 6904.A10M

DUCT BANK CONSTRUCTION

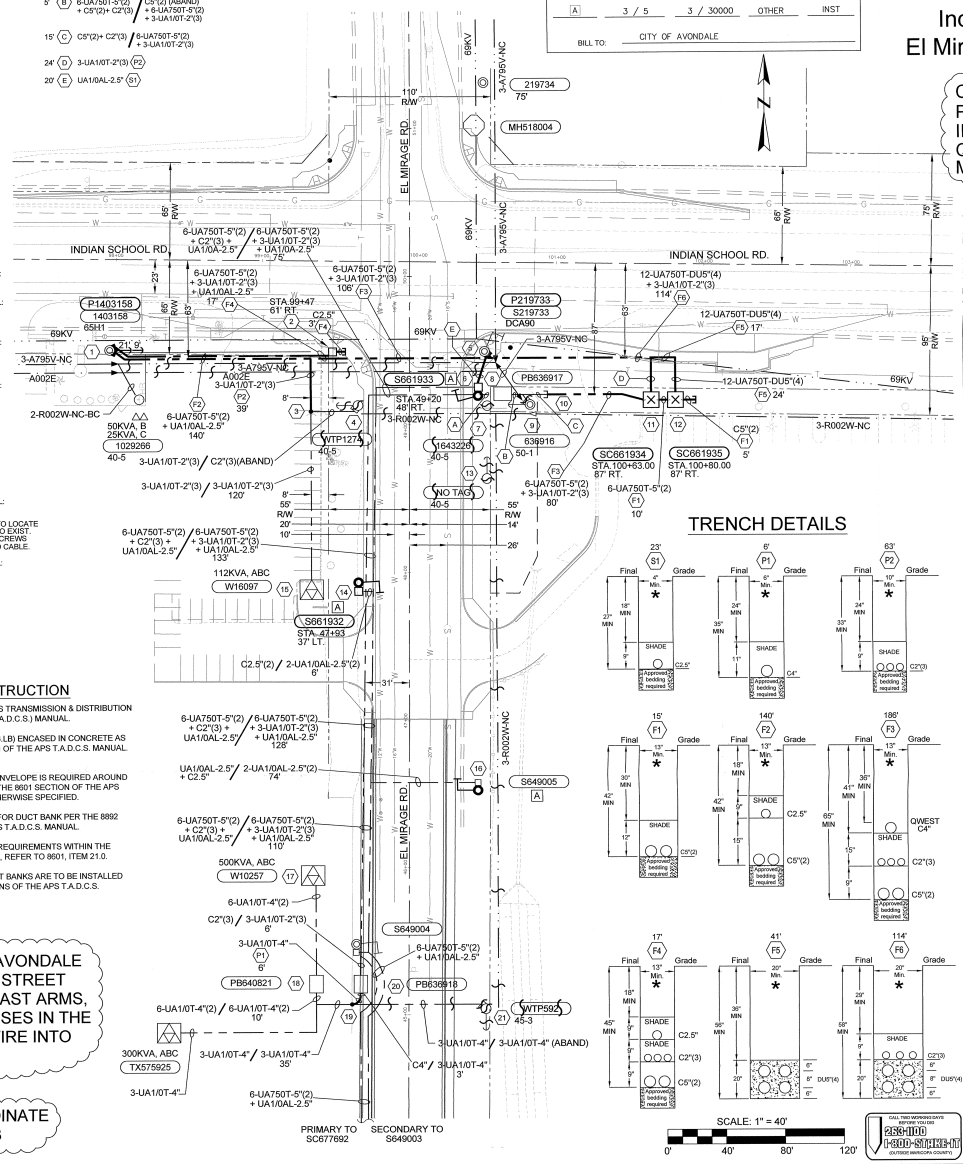
1. ALL WORK TO COMPLY WITH APS TRANSMISSION & DISTRIBUTION CONSTRUCTION STANDARDS (T.A.D.C.S.) MANUAL.
2. 5-INCH E.B. TYPE CONDUIT (8876 LB) ENCASED IN CONCRETE AS SPECIFIED IN THE 8601 SECTION OF THE APS T.A.D.C.S. MANUAL ENCASEMENT TO BE 2 SACK.
3. A MINIMUM 3-INCH CONCRETE ENVELOPE IS REQUIRED AROUND DUCTS. CONCRETE TO BE PER THE 8601 SECTION OF THE APS T.A.D.C.S. MANUAL, UNLESS OTHERWISE SPECIFIED.
4. INSTALL SPACERS AND REBAR FOR DUCT BANK PER THE 8892 AND 8895 SECTIONS OF THE APS T.A.D.C.S. MANUAL.
5. FOR DUCT BANK ENCASEMENT REQUIREMENTS WITHIN THE BOUNDARIES OF A SUBSTATION, REFER TO 8601, ITEM 21.0.
6. SPACERS AND REBAR FOR DUCT BANKS ARE TO BE INSTALLED PER THE 8892 AND 8895 SECTIONS OF THE APS T.A.D.C.S. MANUAL.

NOTE: CITY OF AVONDALE TO INSTALL ALL STREET LIGHT POLES, MAST ARMS, LUMINAIRES, FUSES IN THE HAND HOLE & WIRE INTO THE J-BOXES.

NOTE: COORDINATE WITH W371323

TRENCH SPECS.

10' (A) 6-UA750T-5"(2) + C2"(3) / 6-UA750T-5"(2) + 3-UA1/0T-2"(3)
5' (B) 6-UA750T-5"(2) + C5"(2)+ C2"(3) / C5"(2) (ABAND) + 6-UA750T-5"(2) + 3-UA1/0T-2"(3)
15' (C) C5"(2)+ C2"(3) / 6-UA750T-5"(2) + 3-UA1/0T-2"(3)
24' (D) 3-UA1/0T-2"(3) (P2)
20' (E) UA1/0AL-2.5" (S1)



STREETLIGHT SUMMARY

SYM	#/TYPE POLE	#/TYPE LAMP	INVEST.BY	INST/REM
A	3 / 5	3 / 30000	OTHER	INST

BILL TO: CITY OF AVONDALE

WARNING!!!

ALL DATA CONTAINED IN THIS DRAWING WAS BASED ON INFORMATION AVAILABLE AT THE TIME OF IT'S PREPARATION. APS NEITHER ENCOURAGES RELIANCE ON, NOR WARRANTS, THE ACCURACY OF THE DRAWING. PLEASE CALL BLUE STAKE BEFORE DIGGING OR TRENCHING. FAILURE TO CONTACT BLUE STAKE MAY RESULT IN VIOLATIONS OF A.R.S. SS 40-360.21 AND 40-360.22A

APS UTILITIES KEY

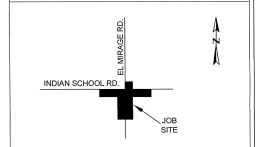
EXISTING		PROPOSED
W	WATER	W
S	SEWER	S
G	GAS	G
SD	STORM DRAIN	SD
IRR	IRRIGATION	IRR
TS	TRAFFIC SIGNAL	TS
T	TELE	T
CATV	CATV	CATV
FO	FIBER	FO
	UG ELECTRIC TRANSMISSION	
	UG ELECTRIC PRIMARY	
	UG ELECTRIC SEC/SVC	
	OH ELECTRIC TRANSMISSION	
	OH ELECTRIC PRIMARY	
	OH SEC./SVC.	
	CONDUIT	

TRENCH DETAILS

APS SYMBOLS LEGEND

EXISTING EQUIPMENT	PROPOSED EQUIPMENT	DESCRIPTION
		- PADMOUNTED TRANSFORMER
		- SWITCHING CABINETS
		- CAPACITOR BANK
		- TRANSITION OH/UG (DIP POLE)
		- J-BOX
		- PULL BOX
		- MANHOLES
		- OH CAP BANK
		- OH SWITCH (KPF)
		- OH TRANSFORMER
		- APS OWNED POLE
		- APS OWNED STEEL POLE
		- APS OWNED JOINT USE POLE
		- STREET LIGHT

VICINITY MAP



SW1/4	Sec 24	T 2N	R 1W	MAP# 17-W2
NE 1/4	Sec 26	T 2N	R 1W	MAP# 16-W3
NW1/4	Sec 25	T 2N	R 1W	MAP# 16-W2

NO.	MAXIMO	DATE	DESCRIPTION	BY
3				
2				
1				

CONTACT: RYAN ADAMS
PHONE: 602-371-6231 PGR/MOBILE: 602-571-1689

APS

INDIAN SCHOOL RD AND EL MIRAGE RD IMPROVEMENTS

WO#:	W391861	DATE:	5-22-08
BY:	RYAN ADAMS	SCALE:	1"=40'
FILENAME:	W391861.DWG	SHEET	1 OF 1

CALL TWO WORKING DAYS BEFORE YOU DIG
(602) 263-1100
(800) 782-5348
OUTSIDE MARICOPA COUNTY

CITY COUNCIL REPORT

SUBJECT:
Agreement with Housing Our Communities Inc. to Operate a Homebuyer Assistance Program

MEETING DATE:
August 18, 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 Housing Our Communities Inc. in the amount of $529,977 to conduct a Homebuyer Assistance program in Avondale

BACKGROUND:

Through this contract the City will assist approximately 16 low and moderate income families with the purchase of their first home by providing homebuyer education, down payments and closing costs. The Neighborhood and Family Services Department (NFSD) in conjunction with the City Finance Department conducted a Request for Proposals process in May and June. Proposals were received from Community Services of Arizona, Neighborhood Housing Services of Southwest Maricopa County Inc. and Housing Our Communities Inc. (HOC). 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/HOME Subcommittee, two staff of Maricopa County Community Development Department and two City staff. Overall HOC scored the highest based on qualifications, experience, approach, agency availability and references. HOC has a high success rate with providing homebuyer assistance programs throughout Maricopa County and the state. HOC is based in Mesa, Arizona but will also provide services out of an Avondale office.

The Neighborhood and Family Services Commission voted on July 23, 2008 to recommend that Council approve entering into an agreement with HOC.

This contract completes the final allocation of HOME Program Income funds in general accordance with Resolution No. 2712-108 adopted by Council on January 7, 2008.

DISCUSSION:

A large inventory of for-sale homes in Avondale along with an average 30% decrease in prices and low mortgage interest rates make conditions excellent for increasing homeownership among low and moderate income families. A significant number of the homes on the market are being sold for between $130,000 and $180,000 which puts them in range of those who qualify for this program (annual income of $51,350 for a family of four). Only 30 year fixed rate mortgages will be utilized along with a 31/43 payment ratio which insures that the house payment does not exceed 31% of gross income and total debt does not exceed 43% of gross income. The program provides a loan up to $40,000 for down payment and grants up to $5,000 for closing costs. Most buyers will not need the maximum amounts. Buyers will be provided only what is necessary. Loans are no-interest "due-on-sale" which must be repaid when the home is sold. The program includes an extensive homebuyer education component which covers credit, budgeting, home maintenance, mortgage financing and title issues. HOC will conduct extensive outreach for the program and provide significant one-on-one counseling to each buyer. It is anticipated that HOC will locate an office within

the new “Resource Center” to be located in the former Old Town Library building.

BUDGETARY IMPACT:

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

RECOMMENDATION:

Staff recommends that the City Council enter into a contract with Housing Our Communities Inc. to conduct a Homebuyer Assistance Program in the amount of $529,977.

ATTACHMENTS:

Click to download

- AGR

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made as of August 18, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Housing Our Communities, Inc. (formerly known as Housing for Mesa, Inc.), an Arizona non-profit corporation (the "Subrecipient").

RECITALS

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

B. The City issued a Request for Proposals, NS 08-026 "Homebuyer Assistance Program" and Addendum No. 1 to the Request for Proposals Homebuyer Assistance Program NS 08-026 (collectively the "RFP"), seeking Proposals from community agencies to implement a homebuyer assistance program with federal HOME funds.

C. The Subrecipient responded to the RFP, a copy of which is attached as Exhibit A, and incorporated herein by reference, and the City desires to enter into an Agreement with Subrecipient to implement a homebuyer assistance program with federal HOME and ADDI funds (the "Services").

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 Subrecipient hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 31, 2010.

2. Scope of Work. The Subrecipient 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 Subrecipient a price not to exceed $529,977.00 for the Services as set forth in the Budget, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Subrecipient pursuant to subsection 16.3(c) below. Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards specified in the Office of Management and Budget ("OMB") Circular A-110.

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

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

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

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

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

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

11. Insurance.

11.1 General.

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

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

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

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

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

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

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

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Subrecipient shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Subrecipient. Subrecipient shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Subrecipient 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 Subrecipient's insurance 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 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 the completion of the Services and the City's acceptance of the Subreceipient'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 Subrecipient'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 RFP number and title. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP 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) Subrecipient's insurance shall be primary insurance as respects performance of the Agreement.

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

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

j. Bonding and Insurance. The Subrecipient shall comply with the insurance requirement of OMB Circular A-110.

k. Grantor Recognition. The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

11.2 Required Insurance Coverage.

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

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

equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Subrecipient 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. Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

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

13. Termination; Cancellation.

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

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

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

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

13.5 Gratuities. The City may, by written notice to the Subrecipient, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

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

14.2 Laws and Regulations. The Subrecipient shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Subrecipient is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) the provisions of 24 CFR, Part 570, CDBG, as revised, (v) the provisions of 24 CFR Part 92, HOME, as revised, and (vi) the provisions contained in the City of Avondale Consolidated Plan. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

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

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

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

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

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

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

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy

available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Subrecipient from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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

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

14.13 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 Subrecipient any amounts Subrecipient 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 Subrecipient any amounts Subrecipient 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Subrecipient: Housing Our Communities, Inc.
251 West Main Street, Suite 2
Mesa, Arizona 85201
Facsimile: (480) 649-1020
Attn: Stacy Neal

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

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

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

15. Special Conditions.

15.1 Acquisition. Subrecipient shall complete an inspection of selected property using HUD-52580-A Inspection Form. Subrecipient shall complete an environmental review on each property to be assisted. Subrecipient shall provide the City with a copy of Deed of Trust, pictures of front and rear of property, "Disclosure to Seller with Voluntary, Arm's Length Purchase Offer", "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" and multiple listing to verify property is vacant. Closing shall not take place until an environmental review is completed. Capital funds may be advanced for down payment and closing costs. A listing of all families assisted, assistance amounts, copies of the recorded Deeds of Trust and Promissory Notes, and all applicable closing documents which reflect expenditures must be provided with Subrecipient bi-monthly report.

15.2 Rehabilitation. Subrecipient shall complete an inspection of property using HUD-52580-A Inspection Form. Subrecipient shall complete an environmental review on each property to be assisted. A listing of all families assisted, assistance amounts and pictures of

before and after pictures must be provided with Subrecipient bi-monthly report. If the property was built prior to January 1, 1978, Subrecipient 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. Administrative Requirements.

16.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 shall apply.

16.2 Documentation and Record-Keeping.

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

(1) Records providing a full description of each activity undertaken.

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.

(3) Records required to determine the eligibility of activities.

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.

(6) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.

(7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

(8) Records documenting compliance with environmental review regulations as required by 24 CFR Part 58.

b. Retention. The Subrecipient shall retain all written and electronic records pertinent to expenditures incurred under this Agreement for a period of four years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

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

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

e. Property Records. The Subrecipient shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

f. Close-Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), submitting final close-out reports to the City and determining the custodianship of records.

g. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit

requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

16.3 Reporting and Payment Procedures.

a. Program Income. The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

b. Indirect Cost. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

c. Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

d. Progress Report. The Subrecipient shall submit bi-monthly Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports are due no later than September 15th, November 15th, January 15th, March 15th, May 15th and July 15th of each year. The Subrecipient will submit other reports regarding contract activities and the demographics of the populations served upon the request of the City.

16.4 Procurement.

a. Compliance. The Subrecipient shall comply with City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. OMB Standards. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement

Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

c. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

17. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (ii) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (iii) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. Personnel and Participant Conditions.

18.1 Civil Rights.

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

b. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the City and the United States are beneficiaries of the

deed or lease entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18.2 Affirmative Action.

a. Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

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

c. Access to Records. The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The Subrecipient will include the provisions of subsections 18.1, Civil Rights and 18.2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients or subcontracts.

18.3 Employment Restrictions.

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

b. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this subsection. Such documentation shall be made available to the City for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contracts engaged in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

c. "Section 3" Clause.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for

training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

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

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

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

18.4 Conduct.

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

(1) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of

monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

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

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

b. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

c. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

d. Lobbying. The Subrecipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) It will require that the entire language of subsection 18.4(d)(4), Lobby Certification, be included in the award documents for all sub-awards at

all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. Copyright. If this Agreement results in any copyrightable materials or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

f. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

19. Environmental Conditions.

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (i) Clean Air Act, 42 U.S.C., 7401, et seq., (ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, and (iii) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

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

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

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

"**City**"	"**Subrecipient**"
CITY OF AVONDALE, an Arizona municipal corporation	HOUSING OUR COMMUNITIES, INC. an Arizona non-profit corporation
_____	By:_____
Marie Lopez Rogers, Mayor	
ATTEST:	Name:_____
_____	Its:_____
Carmen Martinez, City Clerk	

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by Marie Lopez Rogers, the Mayor 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 HOUSING OUR COMMUNITIES, INC., an Arizona non-profit, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

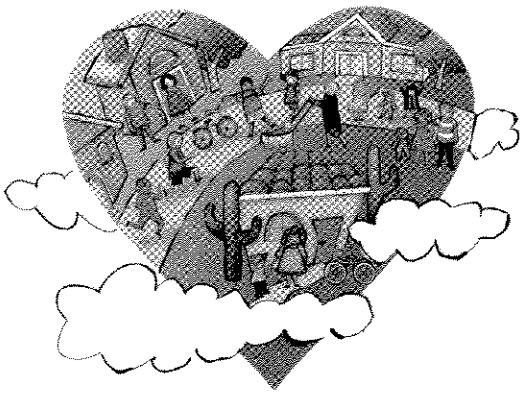
My Commission Expires:

_____

EXHIBIT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[Subrecipient's Response to the RFP]

See following pages.



Avondale Homebuyer Assistance Program
NS 08-026

Submitted: June 3, 2008

Housing Our Communities, Inc.
251 W. Main Street, Suite 2
Mesa, AZ 85201
480.649.1335 Phone
480.649.1020 Fax

Agency Contact: John R. Smith, President & CEO

Proposal Contact: Stacy Neal, Program Development Director

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Attachment 5: HOC Marketing Materials

Attachment 6: Homebuyer Education Curriculum

Attachment 7: Homebuyer Assistance Program Policies & Procedures

Attachment 8: Vendor Information Form

Attachment 9: Acknowledgment of Addenda

HOUSING OUR COMMUNITIES
fka Housing For Mesa

May 29, 2008

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

RE: Homebuyer Assistance Program (NS 08-026)

Dear City Clerk,

Enclosed please find Housing Our Communities, Inc.'s (HOC) application for The City of Avondale Homebuyer Assistance Program (NS 08-010). We respectfully request $474,912 in HOME and ADDI funds to assist 11-14 households with down payment and closing costs assistance up to $45,000 per household. These funds will enable Housing Our Communities to serve the city of Avondale, Arizona and strengthen neighborhoods through community revitalization.

Section 1: Vendor Information

HOC is a 501 (c)3 non-profit housing organization (EIN # 86-0616399) that seeks to strengthen families, neighborhoods, and communities through quality housing. Since program inception in 1988, HOC has provided housing information and referrals for 29,611 clients, homebuyer education for 2,881 clients, individual homeownership counseling for 3,920 clients, financial skills training for 831 clients and post-purchase education and counseling for 437 clients. 1,412 households have achieved the dream of homeownership; over 340 of those households have received down payment and closing costs assistance.

HOC 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.

HOC Corporate Office: 251 W. Main Street, Suite 2 Mesa, AZ 85201
Primary Contact: John R. Smith, President & CEO
Phone: 480.649.1335 Email: john@housingourcommunities.org
Secondary Contact: Burt R. Neal, Property Development Director
Phone: 480.649.1335 Email: burt@housingourcommunities.org
Proposal Contact: Stacy L. Neal, Program Development Director
Phone 480.649.1335 Email: stacy@housingourcommunities.org

We hope this application meets with your approval. However, if you have any questions or need additional information please do not hesitate to contact me.

Sincerely,

John R. Smith
President & CEO

Section 2: Experience; References

a. Provide a description of CDBG and HOME funded homebuyer assistance programs its organization has been involved in within the last three (3) years.

HOC has successfully completed 8 CDBG and/or HOME contracts within the past 3 years. HOC has completed consecutive City of Mesa CDBG contracts since 1989, which consists of client intake and referral, housing counseling, homebuyer education activities, and land acquisition. HOC has also completed 3 City of Mesa HOME contracts in the last 3 years, with one still in process, which consists of housing development services including acquisition, rehabilitation, and down payment and closing costs assistance. HOC also receives funding from the Maricopa County Consortium for housing projects including acquisition, rehab, and down payment assistance and has completed 2 contracts with one currently in process. HOC worked with the City of Flagstaff in 2006-2007 to administer general funds to be used for down payment and closing costs assistance, homebuyer education, and housing counseling services. In addition to HOME and CDBG contracts, HOC has also administered contracts or MOU's with the City of Chandler to administer ADDI (American Dream Down payment Initiative funds), Save the Family, and National Council of La Raza. Additionally HOC has a HOME contract with the Arizona Department of Housing for homes to be purchased in Mesa.

Since program inception, HOC has administered over 60 contracts from federal, state, county and local sources, both development and housing services, totaling over $12 million dollars in public funding for affordable housing development and/or down payment assistance while meeting encumbrance deadlines, meeting or exceeding goals and remaining within budget. Please see **ATTACHMENT #1** for reference to these contracts and performance.

References

1. Ms. Lisa Hembree, City of Mesa, Community Revitalization
   20 East Main Street, Suite 250
   P.O. Box 1466
   Mesa, AZ 85211-1466
   Phone 480.644.3660
   Fax 480.644.4842
   lisa.hembree@cityofmesa.org

   Services Provided: Administering HOME and CDBG funds for The City of Mesa-homebuyer education, housing counseling and client assistance, acquisition/rehabilitation program, and down payment/closing costs assistance. HOC purchases and rehabilitates between 14-16 homes per year under these programs.

2. Ms. Renee Ayres-Benavidez, Director, Maricopa County Community Development
   222 North Central, Suite 5200
   Phoenix, AZ 85004
   Phone 602.372.1535 ext 206
   Fax 602.240.6960
   ayresr@mccd.maricopa.gov

   Services Provided: Administering Maricopa County HOME CHDO contracts – homebuyer education, housing counseling, acquisition/rehabilitation of homes located in

unincorporated Mesa and Chandler, and down payment/closing costs assistance. HOC purchases and rehabilitates between 6-8 homes in this program per year. Future projects include acquisition of rental properties.

3. Sarah Darr, Community Housing Manager, City of Flagstaff
   211 W. Aspen Avenue
   Flagstaff, AZ 86001
   Phone 928.779.7632 ext 7262
   Fax 928.779.7684
   sdarr@ci.flagstaff.az.us

   Services Provided: HOC administered The City of Flagstaff Community Homebuyer Assistance Program (CHAP) during 2006-2007. Using City of Flagstaff general funds, HOC provided down payment and closing costs assistance, homebuyer education, and housing counseling. This program resulted in 14 households purchasing their first home.

4. Pam Large, Assistant Community Development Coordinator, City of Chandler
   P.O. Box 4008
   Mail Stop 600
   Chandler, AZ 85244-4008
   Phone 480.782.4354
   Pam.large@chandleraz.gov

   Services Provided: HOC is currently administering the ADDI funds through a MOU with The City of Chandler. Three households have already been assisted in 2008 and it is expected that a total of 8-10 households will be assisted upon completion of the project. Funds for 2008-2009 are also being committed to HOC through an MOU.

5. Renee Martucci, Community Development and Revitalization Specialist, ADOH
   1110 W Washington Street, Suite 310
   Phoenix, Arizona 85007
   Phone 602.771.1022
   reneem@housingaz.com

   Services Provided: HOC is currently administering an ADOH HOME contract for 2008-2009. No funds have been utilized however families are currently out looking for properties under this contract.

b. Demonstrate fiscal responsibility by providing a recent annual audited financial statement (within the past 2 years).

See **ATTACHMENT #2**

Section 3: Key Personnel Experience

a. Demonstrate the Agency has sufficient staff resources and expertise to operate a homebuyer assistance program in the context of its current workload.

HOC currently has a full time staff of 8 individuals and 2 accounting consultants. See **ATTACHMENT #3** for organizational chart. The agency has 5 departments; Client Services,

Homebuyer Education & Counseling, Program Development, Asset Management, and Property Development.

b. Key Staff – Please see **ATTACHMENT #4** for resumes – All listed staff/consultants below have participated in agency HOME and CDBG projects within the past 3 years at HOC.

1. John R. Smith, CEO –Provides supervision of all HOC programs. Mr. Smith will act as overall supervisor of the program as well as participate in Program Development/Compliance activities. Mr. Smith has 18 years of experience in affordable housing development. During his tenure, Mr. Smith has transformed HOC from one with a very small budget to the current annual budget of over $21 million. Mr. Smith also increased agency stability by forming 1 subsidiary nonprofit corporation and 3 for profit corporations. At the same time, Mr. Smith has maintained multiple, diverse and long term partnerships. Mr. Smith is responsible for financial agreements with all lending partners that provide both interim and permanent financing; develops contracts and agreements with local, county, and/or state government officials; works directly with all funding partners; reviews and approves all project and operating financial budgets; identifies and handles the negotiations to purchase either vacant land for development or acquisition of existing properties for rehabilitation; and has management oversight on all projects to ensure the delivery of projects both on time and within budget. Mr. Smith is also certified to instruct homebuyer education classes. john@housingourcommunities.org

2. Burt Neal, Property Development Director- Supervises and coordinates all property related activities within the Property Development Department including acquisition/rehab, new construction, and large scale development projects in Arizona and Nevada. Mr. Neal is a licensed Home Inspector with the State of Arizona and provides this service in conjunction current HOC acquisition/rehab programs. Mr. Neal will manage ordering all necessary home inspections, environmental inspections, and provide a review of the property prior to closing to ensure all criteria has been met. Mr. Neal also provides all oversight of the rehabilitation projects in states, coordinating contractors, sub- contractors, rehab specifications, and the overall management of the for-profit construction company, HFM Builders. Mr. Neal has worked for the agency for 4 years and has Neighborworks certifications in Design and Development, Housing Property Management, Cost Estimation for Rehab Specialists, Liability & Risk for Non-Profit Developers, and Housing Production. burt@housingourcommunities.org

3. Stacy Neal, Program Development Director – Establishes funding and program partnerships that will increase program capacity; explores funding availability for all HOC programs; performs all grant writing as well as the creation and implementation of project and operating budgets; conducts all contract reporting requirements and compliance; and oversees marketing/outreach activities for the agency. In addition to these activities, Ms. Neal is also a Certified Housing Counselor through Neighborworks and performs counseling activities on an as needed basis as directed by the Education and Counseling Director. Ms. Neal will provide compliance activities for this contract including project draws, reporting, and other compliance items requested for this project. Ms. Neal will be the Project Manager for this contract. Ms. Neal has been with Housing Our Communities for 12 years. stacy@housingourcommunities.org

4. Brenda Lopez, Education and Counseling Director, Bilingual – Provides supervisory role of Homebuyer Education and Housing Counseling services; provides oversight on project specific marketing; works with Project Manager on reserving funds for eligible participants; assists with payment requests when needed; manages online counseling database for use in program reporting/compliance; provides down payment/closing costs assistance to eligible participants; and oversees all client assistance. Ms. Lopez has been with the agency for 4 years.

She is currently certified as a Housing Counselor and Education Instructor through Neighborworks and the National Council of La Raza (NCLR). Ms. Lopez is also certified as a Foreclosure Prevention Counselor through NCLR/HUD and provides oversight of HOC and HFN foreclosure counseling departments. brenda@housingourcommunities.org

5. Graciela Hernandez, Bilingual Housing Counselor, Bilingual – Performs individual counseling, marketing/outreach, and assists with clients assistance in regards to down payment/closing costs assistance. Ms. Hernandez is a certified housing counselor through NCLR/HUD. Ms. Hernandez worked in the mortgage industry for three years before taking a position at HOC as a Bilingual Housing Counselor. graciela@housingourcommunities.org

6. Jessica Bencomo, Client Services Coordinator, Bilingual – Provides initial intake and client assistance services. Ms. Bencomo also assists with homebuyer education and marketing/outreach. Ms. Bencomo has been with the agency for 5 years and is very knowledgeable on available housing programs, resources, and educational tools to assist families into homeownership. Ms. Bencomo is also in charge of the creation of marketing materials and outreach for all agency programs. jessica@housingourcommunities.org

Sub-Contractor(s)

- Bettina Franco – HOC Homebuyer Education – Bilingual Homebuyer Education Instructor – Teaches homebuyer education for HOC; has served as a consultant for over 10 years in Maricopa County and other communities across the state of Arizona. Ms. Franco is a certified NeighborWorks Instructor and has taught homebuyer education classes for HOC and other non-profit agencies across Maricopa County. Ms. Franco is bilingual and very knowledgeable in real estate, first time homeownership programs, mortgage financing, and housing resources.
- Mark Appleby – Licensed HQS Inspector/Environmental Services – Inspects eligible properties for HQS items and performs environmental reviews of the property. Mr. Appleby has been in the industry for 26 years as a primary environmental review developer and manager. Mr. Appleby will be contracted to perform inspections on this project.

Section 4: Agency Availability

a. List of all current ongoing projects with respect to homebuyer assistance programs and similar programs

Current Government Related Contracts:

- City of Mesa HOME 06-07 (completed) , 07-08 (in process), 08-09 (beginning July 1, 2008) - Acquisition/Rehab of existing Mesa properties
- City of Mesa CDBG 07-08 (in process), 08-09 (beginning July 1, 2008) – Client Intake & Referral, Homebuyer Education, Housing Counseling
- City of Mesa CHDO Operating 07-08 (in process), 08-09 (beginning July 1, 2008) – Portion of operating costs for agency
- City of Mesa ADDI funds 04-08 (in process) - down payment and closing costs assistance program
- City of Chandler ADDI funds 07-08 (in process) - down payment and closing costs assistance program

- Maricopa County HOME CHDO 06-07, 07-08 (in process) – acquisition/rehab in unincorporated Maricopa county and Chandler, down payment and closing costs assistance, development services
- Maricopa County HOME CHDO 08-09 – will begin July 1, 2008 – to acquire rental property in Peoria, AZ
- City of Peoria HOME and CDBG 08-09 – will begin July 1, 2008 – to acquire rental property in Peoria, AZ
- Arizona Department of Housing HOME 07-09 (in process) – acquisition/rehab for homes located in Mesa, down payment and closing costs assistance, housing development services
- National Council of La Raza – 07-08 (in-process) – HUD funds to pay for housing counseling and homebuyer education

Other Programs:

- Rio Rico Desert Estates - HOC has begun development in May 2008 on the first 2 of 37 single-family homes on land currently owned by HOC. HOC anticipates that 50% of these units will be workforce housing with the remaining 50% being developed as market rate units. A complete development team has been assembled. Education, counseling services, and down payment assistance programs have been identified. Marketing and outreach consultants are fine tuning marketing materials. Real estate and title services have been secured...

- Coolidge Station Apartments – HOC is the managing member of a 24 unit tax-credit apartment complex in Coolidge, Arizona.
- LISC (Local Initiatives Support Corporation) – LISC is a national corporation with a community focus. LISC has been providing grants to HOC over the last 10 years to support the following: program implementation in targeted neighborhoods; technical assistance for corporate geographic expansion; and the introduction of a dedicated financial services department.

b. Staff Dedicated and Implementation

Six staff members based on their field of expertise will administer the Avondale Homebuyer Assistance Program. No single staff will be assigned full time to this project. HOC believes that it is vital for this project to utilize the skill sets of our senior staff based upon the specific needs that will arise during the implementation of the Avondale project.

Section 5: Project Understanding and Approach

a. Proposed Services Provided – Scope of Work

HOC will administer the Homebuyer Assistance Program offered by The City of Avondale to low-moderate income households, below 80% of the area median income, who are looking to purchase their first home within the city of Avondale. These households must meet all client eligibility requirements including income, employment stability, and credit before qualifying for a mortgage but lack the savings to pay the down payment and closings costs. All guidelines per the 24 CFR Part 92 will be followed. The program will consist of the following components:

Affirmative Marketing and Outreach: HOC will implement the program by providing outreach and marketing to the community of Avondale through resources such as the public library, schools, grocery

stores, large employers, police and fire departments, mortgage companies, real estate agents, title companies, and through existing HOC partnerships. HOC will establish an education schedule of classes and will begin individual counseling, upon request, for eligible households looking to determine program eligibility. HOC will market the program to households located within the city of Avondale and to those looking to live within the Avondale community. Program information including flyers, brochures, and newspaper ads will immediately be disbursed notifying the community of the existing program. Lenders, realtors, and title companies will be among the first to receive the information in order to generate a pool of eligible clients. All marketing materials will be provided in both English and Spanish and will contain all affirmative marketing language ie. Accessibility, Equal Housing Opportunity logo, and affirmative marketing disclosures. Please see **ATTACHMENT #5** for an example of HOC marketing materials.

Homebuyer Education: Certified instructors teach this 8-hour FHA-approved course in English and Spanish in a group setting. This class covers the entire home buying process. Specific topics include: 1) Understanding Home Ownership; 2) Life-Long Money management; 3) Financing A Home; 4) Qualifying for a Mortgage; 5) Shopping for a Home; 6) The Loan Application Process; 7) The Closing Process; 8) Getting to Know and Taking Care of the Home; and 9) Predatory lending. Using curriculum from NeighborWorks, FHA, Freddie Mac, and Fannie Mae, HOC has designed its own materials to be provided to participants. Guest speakers and community volunteers also participate by speaking on topics such as mortgage readiness, insurance, home inspections, and the closing process. Classes will be offered on-site at HOC and/or at other locations in Avondale such as the public library, community colleges, hotel conference rooms, or other available facilities. Please see **ATTACHMENT #6** for Homebuyer Education curriculum.

Housing Counseling: English and Spanish appointments are facilitated by HUD-certified counselors, one-on-one with the client in a closed door office to protect their privacy and confidentiality in accordance with HUD guidelines. Before clients will be seen one-on-one, an HOC application must be filled out in order for consent to pull credit as well as any necessary information for the counselor to review prior to the meeting.

1) ***Pre-Purchase Counseling:*** At the initial Pre-Purchase counseling session, a folder is given to the client to take home to review with information on budgeting, saving, maintaining good credit, etc. Counselors verify client's income through pay stubs, W-2 forms, and third-party verifications using Definition 1: Annual Income as Defined in 24 CFR Part 5 of HUD's Technical Guide for Determining Income and Allowances for the HOME Program. A tri-merge credit report is also reviewed with the client and any discrepancies are then addressed. Counselors develop a work plan for households up to 24 months who cannot qualify for a mortgage loan to assist them in achieving homeownership. At this time these households enter the incubation program. Upon completion of their work plan, counselors review the loan application process with the client. Counselors also provide specific information on assistance programs that help families with homeownership and mortgage products targeting low and moderate income buyers.

2) ***Program Eligibility:*** All buyers must; 1) Be a first-time homebuyer according to HUD guidelines; 2) Qualify as a low-income household at the time of application; 3) Complete homebuyer education and housing counseling; 4) Demonstrate an ability to assume the financial responsibilities of homeownership; 5) Contribute a minimum of $1,000 towards the purchase of the home; and 6) Purchase a home located in Avondale, Arizona.

3) ***Loan Origination and Property Review:*** Once clients are deemed eligible, HOC counselors will provide lender referrals as well as refer to additional resources that may be available. A loan review is also completed to determine the mortgage meets all qualifications by utilizing the Good Faith Estimate

(GFE) and Truth-in-Lending (TIL) documents provided by the lender. This will include the following criteria: 1) mortgage loans are 30-year fixed interest rate loans; 2) mortgage loans are not sub-prime loans; 3) mortgage loans have reasonable interest in line with current prevailing interest rates; 4) closing costs are not excessive; 5) lender fees are not excessive; 6) mortgage lender underwriting is using debt ratios not to exceed 33% for the housing payment and 41% for the maximum total debt (33/41). Once the mortgage is determined eligible, the client will then go out shopping for a property within their price range. If a property is identified, HOC will request an environmental and HQS inspection be performed on the property during its 10-15 day contingency period. Once all inspections are completed, HQS items are repaired by the Seller or HOC if rehab is for accessibility reasons, then the property is eligible (not to exceed the FHA Mortgage Limit of $346,250), HOC counselors will calculate needed assistance on the property along with the Project Manager according to the FMV, 1st mortgage secured by the borrower, and any additional funds going into the purchase. Once an amount is determined, HOC will draw requested funds from the City of Avondale for down payment and closing costs assistance as well as any eligible costs prior to closing. If approved by The City of Avondale, HOC would like to draw down funds for several properties at a time to not hinder tight closing timelines.

3) *Down Payment & Closing Costs Assistance:* To ensure affordability, HOC uses HOME funds to provide eligible buyers with down payment and closing costs assistance up to $45,000. $40,000 will be used for down payment assistance and a maximum of $5,000 to be used for closing costs. These funds will be distributed on an as needed basis and all costs will be evaluated to determine eligible down payment assistance and eligible closing costs assistance. The use of a pre-audit settlement statement from the title company will help in determining needed funds prior to closing. If all funds are used, there will be a waiting list created by the Education and Counseling Director, to ensure all participants will be provided with fair and equitable service. Once future funds are made available, the waiting list will then be notified in subsequent order.

The down payment funds will be held in the form of a due upon sale or transfer, zero interest, zero payment, second mortgage. The closing costs will be provided in the form of a grant. The second mortgage is secured by a deed of trust and promissory note. These documents will be prepared by HOC and given to the title company to record at time of closing. Utilizing HOME funds in this manner will increase the housing opportunities for low-moderate income persons who desire to live within the city of Avondale.

4) *Pre-Close Counseling and Title Review:* Counselors coordinate the close of escrow with the title company and lender and review the closing documents with the client at a Pre-Close counseling session. HOC Counselors present the client with a pre-close folder for their records containing certification of program completion and an ample amount of special help information including budgeting guidelines to reinforce what clients have learned in education and counseling, a seasonal maintenance schedule, community resources that help address neighborhood issues, how to be remove your name from marketing lists, natural gas appliance safety tips, home warranty information, etc. Clients that purchase through HOC average *25* hours of education and counseling services prior to close of escrow.

All counseling is tracked in an online database called CounselorMax® where each household has their own file. Counseling reports are printed for each completed homeowner to store in each hard-copy file.

Post Purchase Services: HOC will provide all assisted households with post-purchase services upon client request. This may include but is not limited to education, refinance counseling, loan pay-offs, financial management, loss mitigation, foreclosure prevention, and property maintenance.

1) *Post-purchase Loan Servicing:* HOC will provide post-purchase services for all

recipients that have received HOME funds to purchase their first home. As the beneficiary, HOC will be the primary contact if clients wish to sell, refinance, or have other general questions. HOC has determined that the due upon sale model will ensure that the client remains in the property for the period of affordability and will allow for the review of any refinancing opportunities by HOC in a timely manner. For HOC to subordinate its position, the refinance must not include any "cash out" options or an increase in monthly payment. HOC would ensure affordability before subordinating.

2) *Post-purchase Education:* HOC homeowners are required to attend 6 post-purchase classes within their first 6 months of homeownership. These classes are offered on a variety of topics designed to improve the skills of new homeowners. Sample topics include: post-purchase budgeting, credit card offers/scams, post-purchase predatory lending, saving for home maintenance and emergencies and avoiding late payments; Home improvement/maintenance tips and/or demonstrations; Living wills and trusts; Filing taxes as a homeowner; and Auto financing wisely. Classes will be held at a variety of sites including our office. HOC is working with other local non-profits to provide these classes to their participants and therefore HOC is hoping to increase and draw in more of its homeowners with new, innovative class topics and flexible class schedules.

3) *Post Purchase Counseling / Foreclosure Prevention:* HOC provides counseling for program assisted households that are facing a number of barriers throughout homeownership. Some topics covered in post-purchase counseling are budgeting, increasing income, refinance, default, remodeling, and foreclosure prevention strategies. In the event of a foreclosure prevention counseling, the following topics will be discussed: Identification of the reason for delinquency and determination of when the family will be able to bring the mortgage current; Creation of a work plan and post-purchase budget that accurately reflects the family's repayment strategy; Helping the family contact the lender/servicing company to explain the lateness and work out a solution; and identifying the proper intervention strategy. Due to the increased need for these services, HOC will be exploring potential partnerships and collaborations that will benefit homeowners in Avondale by providing Default Foreclosure Prevention counseling and saving the homes for many Avondale residents.

Reporting/Program Compliance: HOC will provide The City of Avondale with bi-monthly reports which will include: information on households receiving assistance; property information; necessary demographic and household information; closing dates; settlement statements; and a funds report showing all funds utilized to date. This will occur until all funds have been expended at which time HOC will provide a contract close out report covering all eligible HOME activities within the contract. Any audits and inspections of the project can be done by city staff whenever deemed necessary. HOC will cooperate in any requests made by city staff and will make all program related records available for review with reasonable notice.

b. Summary of Services and understanding issues involved

HOC will provide all necessary components of the Avondale Homebuyer Assistance Program as outlined in the Scope of Work. This will include homebuyer education for 150 households, individual housing counseling for 100 households, and down payment/closing costs assistance for 11-14 homebuyers to purchase a home in Avondale. HOC will utilize its existing relationships with lenders, title companies, and realtors to administer this program with efficiency and will comply with all program guidelines as specified by the City of Avondale. As a 20-year old non-profit housing organization, HOC feels it can carry out this contract and assist households realize their dream of ownership. As seen in the program funding history, HOC has always met all goals set up by a government entity and maintains all compliance with each contract.

In working with first time homebuyers and low-moderate income households, HOC has experienced first hand the barriers that each household faces when determining their readiness for homeownership. Many of the barriers include lack of savings, credit issues, and employment stability. With HOC's incubation program where clients are given an individual work plan which helps to guide them to their goals by overcoming these barriers, many of these clients will become homeowners. Many of them will not purchase during the first year, but in year two many of those clients have cleaned up their credit issues, increased their personal savings, and have maintained employment stability in order to qualify for a 30-year fixed rate mortgage. At this time, the counselor works with them to determine which lender fits their needs and will provide them with more buying power due to decreased interest rates or reduced fees. With this comprehensive counseling program, a pipeline of clients will be created and will purchase over several years in the city of Avondale. In turn, by administering the down payment assistance program, HOC can immediately determine client eligibility and set aside funds for that client in their home purchase.

To combat predatory lending practices and to prevent future foreclosure, HOC feels that the pre-purchase services are the most important part of the homebuyer program. By providing these clients with the tools they will need to purchase their first home successfully, this in turn creates trust between the client and the non-profit. HOC always encourages its families to call if they are experiencing any level of financial crisis or instability. By providing the continuum of services from pre-purchase education and counseling through to post-purchase services, HOC seeks to establish an ongoing relationship with the client to increase their self-sufficiency.

In summation, HOC provides housing related services to the community through awareness, education, individual counseling, and financial assistance. With a one-stop-shop model, HOC seeks to increase the rate of affordable homeownership opportunities in the city of Avondale.

c. Homebuyer Assistance Program Operating Policies and Procedures – see **ATTACHMENT #7**

Section 6: Licenses –see **ATTACHMENT #8** for completed Vendor Information Form.

Section 7: Pricing

HOC will not be submitting an indirect cost plan. The pricing worksheet can be found in the sealed envelope labeled pricing which is submitted along with this proposal.

Attachment #1
Funding History

Housing Our Communities Funding History

	Amount	Source	Uses	Results
1989-1990	$ 100,000	State HTF	construction/proj. delivery/admin.	support only, no units
1989-1991	$ 203,000	Mesa CDBG	site acquisition/new construction	2 houses;met contract
1990-1991	$ 90,000	Mesa CDBG	site acquisition/administration	7 houses;exceeded contract
1990-1992	$ 100,000	State HTF	construction/proj. del./administration	support only, no units
1991-1992	$ 154,660	Mesa CDBG	site acquisition/new construction	8 houses;exceeded contract
1992-1993	$ 75,000	County CDBG	acquisition/rehab/project delivery	4 houses; met contract
1992-1993	$ 222,781	HOPE 3	acquisition/rehab/proj. del./admin	7 houses;exceeded contract
1992-1993	$ 120,000	Mesa CDBG	acq./rehab/new constr./proj. delivery	8 houses;exceeded contract
1992-1993	$ 100,000	State HTF	acquisition/rehab/proj. del./admin	support only, no units
1993-1994	$ 111,000	Maricopa County CHDO	acquisition/rehab/project delivery	5 houses; met contract
1993-1994	$ 120,000	Mesa CDBG	rehab/new constr./proj. del./admin.	9 houses;exceeded contract
1993-1994	$ 68,225	State HTF	acquisition/rehab/proj.del./admin	support only, no units
1993-1995	$ 328,554	HOPE 3	acquisition/rehab/proj. del./admin	8 houses; met contract
1994-1995	$ 110,000	Maricopa County CHDO	acq./rehab/new constr./proj. delivery	5 houses;met contract
1994-1995	$ 234,000	Mesa CDBG	rehab/project delivery/administration	11 houses;exceeded contract
1994-1995	$ 140,691	State HTF	acq./rehab/new constr./proj. delivery	support only, no units
1994-1996	$ 120,000	Mesa HOME	owner occupied substantial rehab	3 houses
1995-1996	$ 111,000	Maricopa County CHDO	acq./rehab/new constr./proj. delivery	7 houses;exceeded contract
1995-1996	$ 234,000	Mesa CDBG	rehab/project delivery/administration	10 houses;exceeded contract
1995-1996	$ 86,729	State HTF	acq./rehab/new constr./proj. delivery	support only, no units
1995-1997	$ 362,500	HOPE 3	acquisition/rehab/proj. del./admin	8 houses;met contract
1995-1998	$ 240,000	Mesa HOME	owner occupied substantial rehab	5 houses; met contract
1996-1997	$ 155,400	Maricopa County CHDO	new construction/project delivery	5 houses; met contract
1996-1997	$ 234,000	Mesa CDBG	acquisition/rehab/project delivery	8 houses; met contract
1996-1997	$ 51,000	Mesa CDBG	site acquisition	land only, no units
1996-1997	$ 44,242	Mesa HOME	acquisition/rehab/project delivery	2 houses; met contract
1996-1997	$ 158,864	State HOME	acq./rehab/new constr./proj. delivery	8 houses; exceeded contract
1997-1998	$ 158,868	Maricopa County CHDO	new construction/project delivery	8 houses; exceeded contract
1997-1998	$ 40,000	Mesa CDBG	site acquisition	land only, no units
1997-1998	$ 444,683	Mesa HOME	acq./rehab/new constr./proj. delivery	25 exceeded contract
1997-1998	$ 158,864	State HOME	acquisition/rehab/project delivery	10 houses; exceeded contract
1998-1999	$ 77,281	Mesa CDBG	site acquisition	land only, no units
1998-1999	$ 234,000	Mesa HOME	acquisition/rehab/project delivery	16 houses; exceeded contract
1999-2000	$ 200,000	Mesa HOME	acquisition/rehab/project delivery	13 houses; exceeded contract
1999-2000	$ 175,774	State HOME	acquisition/rehab/project delivery	10 houses; met contract
2000-2001	$ 143,000	Maricopa County CHDO	acquisition/rehab/project delivery	7 houses; exceeded contract
2000-2001	$ 250,000	Mesa HOME	acquisition/rehab/project delivery	13 houses;exceeded contract
2001-2002	$ 250,000	Mesa HOME	acquisition/rehab/project delivery	14 houses; exceeded contract
2001-2002	$ 358,000	Mesa HOME	owner occupied substantial rehab/ acq./rehab	8 houses; met contract
2002-2003	$ 142,175	Maricopa County CHDO	new construction/project delivery	8 houses; exceeded contract
2002-2003	$ 250,000	Mesa HOME	acquisition/rehab/project delivery	13 houses; exceeded contract
2003-2004	$ 250,000	Mesa HOME	acquisition/rehab/project delivery	11 houses; exceeded contract
2004-2005	$ 350,000	Mesa HOME	acquisition/rehab/project delivery	14 houses; exceeded contract
2005-2006	$ 227,000	Maricopa County CHDO	acquisition/rehab/project delivery	10 houses; exceeded contract
2005-2006	$ 508,600	Mesa HOME	acquisition/rehab/project delivery	14 houses; exceeded contract
2006-2007	$ 242,287	Mesa ADDI (American Dream Downpayment Initiative)	Downpayment & Closing Cost Assistance	10 homebuyers; ongoing
2006-2007	$ 180,000	Maricopa County CHDO	acquisition/rehab/project delivery	6 houses, ongoing
2006-2007	$ 405,346	Mesa HOME	acquisition/rehab/project delivery	8 houses, ongoing
2007	$ 400,000	City of Flagstaff	Downpayment Assistance/Education & Couns.	14 down payment assistance, exceeded contract
1988-2007	$ 540,000	NCLR	Homebuyer Education and Counseling	1,258 hmbyrs exceeded projections
2002-2006	$ 223,665	CDBG	Homebuyer Education and Counseling	3,263 counseled exceeded projections
2002-2006	$ 78,000	Save The Family	Financial Literacy Education	827 exceeded projections
2007-2008	$ 471,800	Mesa HOME	acquistition/rehab/project delivery	8 ongoining
2007-2008	$ 44,733	CDBG	Homebuyer Education and Counseling	2,400 ongoing
2007-2008	$ 27,292	Mesa ADDI (American Dream Downpayment Initiative)	Downpayment & Closing Cost Assistance	3 ongoing
2007-2008	$ 94,162	City of Chandler ADDI	Downpayment & Closing Cost Assistance	9 ongoing
2007-2008	$ 167,027	Maricopa County CHDO	acquisition/rehab/project delivery	5 ongoing
2007-2008	$ 350,000	Arizona Department of Housing	acquisition/rehab/project delivery	10 ongoing
2007-2008	$ 53,555	NCLR	Homebuyer Education and Counseling	150 ongoing
2008	$ 33,130	NCLR- National Forecloure Mitigation Counseling	Foreclosure Mitigation Counseling	100 ongoing
2008-2009	$ 445,850	Maricopa County CHDO	Rental- Acquisition of property	7 beginning July 1 2008
2008-2009	$ 268,995	City of Peoria	Rental -Acquisition of property	7 beginning July 1 2008
2008-2009	$ 44,733	CDBG	Homebuyer Education and Counseling	3000 beginning July 1 2008
2008-2009	$ 476,000	Mesa HOME	acquisition/rehab/project delivery	14 beginning July 1 2008
Total	**$ 12,840,466**			

Attachment #2
Financial Audit –
2 years

HOUSING FOR MESA, INC. AND SUBSIDIARIES

(HFM BUILDERS, HFM REALTY, AND HOUSING FOR NEVADA)

CONSOLIDATED FINANCIAL STATEMENTS
(WITH INDEPENDENT AUDITOR'S REPORT)

Year Ended June 30, 2006

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TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Housing for Mesa, Inc.
Mesa, Arizona

We have audited the accompanying consolidated statement of financial position of Housing for Mesa, Inc. (a nonprofit corporation) and subsidiaries as of June 30, 2006, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of Housing for Mesa, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Housing for Mesa, Inc. and subsidiaries as of June 30, 2006, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 15, 2007 on our consideration of Housing for Mesa, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic consolidated financial statements of Housing for Mesa, Inc. and subsidiaries taken as a whole. The accompanying schedule of expenditures of federal awards is for Housing for Mesa, Inc. exclusive of its subsidiaries, and is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic consolidated financial statements taken as a whole.

Toepel Company, P.C.

February 15, 2007

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Arizona Society of Certified Public Accountants

HOUSING FOR MESA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

June 30, 2006

ASSETS

CURRENT ASSETS		
Cash and cash equivalents, net of restricted cash of *$73,287*	$	350,856
Grants receivable		116,852
Other receivables		500
Other current assets		4,283
TOTAL CURRENT ASSETS		472,491
OTHER ASSETS		
Restricted cash		73,287
Forgivable second and third mortgages, net of accumulated amortization		1,890,567
Non-Forgivable second and third mortgages		226,469
House Inventory		495,046
Security Deposit		3,960
NFP Accounting Software		14,926
		2,704,255
PROPERTY AND EQUIPMENT, net of accumulated depreciation		5,958
	$	3,182,704

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Lines of credit	$	667,037
Current portion of capital lease obligation		3,337
Current portion, notes payable bank		7,978
TOTAL CURRENT LIABILITIES		678,352
NON-CURRENT LIABILITIES		
Notes payable bank, net of current portion		247,552
Capital lease obligation, net of current portion		2,397
		928,301
MINORITY INTEREST		
Beginning interest		2,663
Minority interest in subsidiaries' earnings		(1,172)
		1,491
NET ASSETS		
Unrestricted		2,179,625
Permanently restricted		73,287
		2,252,912
	$	3,182,704

See accompanying notes and independent auditors' report.

HOUSING FOR MESA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES

Year Ended June 30, 2006

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUE:				
Support				
Grant revenue	$ 1,184,729	$ -	$ 178,446	$ 1,363,175
Contributions	27,805	-	-	27,805
In-Kind donations	30,446	-	-	30,446
Total Support	1,242,980	-	178,446	1,421,426
Revenue:				
House sales	5,952,074	-	-	5,952,074
Construction income	9,997	-	-	9,997
Referral fee income	113,340	-	-	113,340
Management fees	4,769	-	-	4,769
Interest income	2,184	-	-	2,184
Miscellaneous income	1,618	-	-	1,618
Total Revenue	6,083,982	-	-	6,083,982
	7,326,962	-	178,446	7,505,408
EXPENSES:				
Program services	6,513,737	-	120,150	6,633,887
Support services	206,912	-	14,628	221,540
Fundraising expense	60,294	-	-	60,294
Total Expenses	6,780,943	-	134,778	6,915,721
Change in Net Assets Before Minority Interest	546,019	-	43,668	589,687
Minority Interest In Subsidiaries' Earnings	1,172	-	-	1,172
Change in Net Assets	547,191	-	43,668	590,859
Beginning Net Assets as previously reported	1,632,434	-	29,619	1,662,053
Ending Net Assets	$ 2,179,625	$ -	$ 73,287	$ 2,252,912

See accompanying notes and independent auditors' report.

HOUSING FOR MESA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2006

	Program Services	Support Services	Fundraising	
	Affordable Housing	Management and General	Fundraising	Total
Direct housing costs	$ 5,555,848	$ -	$ -	$ 5,555,848
Construction costs	-	8,931	-	8,931
Reality costs	3,676	100,176	-	103,852
Salaries	352,684	43,590	43,844	440,118
Employee related expenses	66,322	8,197	-	74,519
Payroll taxes	27,369	3,811	3,464	34,644
Occupancy	60,172	7,437	-	67,609
Conferences, meetings and travel	75,768	9,365	-	85,133
Office expense	38,436	4,751	-	43,187
Legal and accounting	42,423	8,759	-	51,182
Fundraising expense	-	-	12,986	12,986
Telephone	15,195	1,878	-	17,073
Insurance	16,405	2,028	-	18,433
Interest	74,125	9,161	-	83,286
Administration	-	11,977	-	11,977
Training	1,439	178	-	1,617
Marketing and Advertising	3,349	414	-	3,763
Outside services	40,633	-	-	40,633
Outreach	6,602	-	-	6,602
Client services	12,872	-	-	12,872
Reference materials	2,507	279	-	2,786
Other expenses	2,789	-	-	2,789
Total expenses before depreciation	6,398,614	220,932	60,294	6,679,840
Depreciation	4,646	608	-	5,254
2nd & 3rd Mortgage forgiven	230,627	-	-	230,627
Total Expenses	$ 6,633,887	$ 221,540	$ 60,294	$ 6,915,721

See accompanying notes and independent auditors' report.

HOUSING FOR MESA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended June 30, 2006

CASH FLOWS FROM OPERATING ACTIVITIES		
Adjusted change in net assets before minority interest	$	589,687
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation and amortization		235,881
Grants receivable		(109,401)
Other current assets		(647)
Other assets		(17,386)
House inventory		(408,760)
Forgivable notes receivable		(631,020)
Payoffs of Forgivable notes receivable		128,420
Non-forgivable notes receivable		(226,470)
Accounts payable		(168)
NET CASH USED BY OPERATING ACTIVITIES		(439,864)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowing on lines of credit		5,604,282
Principal payments on lines of credit		(5,027,661)
Principal payments on lease obligations		(3,051)
Principal payments on Notes payable		(7,458)
NET CASH PROVIDED BY FINANCING ACTIVITIES		566,112
NET INCREASE IN CASH AND CASH EQUIVALENTS		126,248
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		297,895
CASH AND CASH EQUIVALENTS AT END OF YEAR	$	424,143

SUPPLEMENTAL DISCLOSURE INFORMATION:

Income taxes paid	$	2,789
Interest expense	$	83,286

See accompanying notes and independent auditors' report.

NOTE 1 - ORGANIZATION

Housing for Mesa, Inc. (Organization) is a nonprofit corporation formed in 1988 to promote the creation of affordable housing in the Mesa, Arizona metropolitan area. The Organization uses grant funding to purchase and/or recondition houses which are then sold below cost to low income families.

Each house is sold to a low-income family meeting certain eligibility requirements and loan qualifications. To make the house affordable to these families, each house is sold at fair market value below cost consistent with government granting guidelines. The benefit to the families takes form as either a forgivable second and/or third mortgage held by Housing for Mesa, Inc. or a non-forgivable mortgage that has no payment due prior to the disposal of the house. (See Notes 4 & 5).

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of Housing for Mesa, Inc. and its three subsidiaries; HFM Builders, Inc., HFM Realty, Inc. and Housing for Nevada, Inc. HFM Builders, Inc. and HFM Realty, Inc. are 50%-owned subsidiaries. One-percent of the stock of HFM Builders and one-percent of the stock of HFM Realty is owned by the legal counsel of Housing for Mesa thus effectively giving Housing for Mesa a 51% majority voting interest in each of these subsidiaries. Housing for Nevada, Inc. was consolidated with these statements because Housing for Mesa, Inc. was determined to have both control of and an economic interest in Housing for Nevada, Inc. All material inter-organization transactions have been eliminated in consolidation.

Recognition of Donor Restricted Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

The Organization reports gifts of land, buildings and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid debt instruments purchased with a remaining maturity of three months or less at date of acquisition to be cash equivalents.

Advertising Costs

The Organization expenses advertising and marketing costs as incurred. For the period year June 30, 2006, advertising and marketing expense was $3,763.

House Inventory

The Organization uses its own funds to purchase sites for prospective residents with the intention of reselling the sites to the residents at fair market value. House inventory consists of three houses that were purchased by the Organization before fiscal year-end but were not sold to new residents until the next fiscal year. These houses are considered to be assets of the Organization. House inventory is stated at cost at acquisition.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Property and equipment are recorded at cost. Donated material and equipment are recorded at fair market value at the date of donation.

Depreciation is provided on the straight-line method over the estimated useful lives of the assets, which range from five to seven years.

Maintenance and repairs are charged to expense as incurred. Major renewal and betterments are capitalized. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

In-Kind Donations

Donated materials, fixed assets and investments are recorded at fair-market value when received.

Donated services, when applicable, are recorded at fair market value as contributions and expense when the following criteria are met:

1) The services received create or enhance nonfinancial assets or require specialized skill. Those services requiring specialized skills are performed by professionals possessing the necessary skills and would typically need to be purchased if not provided by donation.

2) There is a clearly measurable basis for the amount recorded.

Some services provided to the Organization have not been reflected in the financial statements as donated services because they do not meet the above criteria. A substantial number of volunteers have donated a significant amount of time to the Organization's programs.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

Fair Value of Financial Instruments

Unless otherwise indicated, the fair values of all reported assets and liabilities which represent financial instruments (none of which are held for trading purposes) approximate the carrying values of such amounts.

Income Taxes

Housing for Mesa, Inc. is exempt from income taxes under Section 501 (c) (3) of the Internal Revenue Code. The Internal Revenue Service had determined that Housing for Mesa is not a private foundation. Unrelated business income derived from Housing for Mesa, Inc's. subsidiaries is recognized during consolidation and is taxable for income tax purposes.

NOTE 3 - PROPERTY AND EQUIPMENT

Equipment at June 30, 2006, consists of the following:

Furniture and Fixtures	$	28,710
Capitalized Lease		13,715
		42,425
Less accumulated depreciation		(36,467)
	$	5,958

Included in accumulated depreciation above is $9,715 of accumulated amortization at June 30, 2006. Amortization expense of $3,429 for the capital lease is included in depreciation expense in the accompanying financial statements.

NOTE 4 - FORGIVABLE SECOND AND THIRD MORTGAGES

Prior to October 18, 2005 houses by the Organization carried forgivable second and/or third mortgages held by Housing for Mesa, Inc. The terms of the forgivable second and third mortgages are written so that no principal or interest payments on such are due from the homeowner as long as they maintain occupancy in the house. The terms of the forgivable second and third mortgages range from five to twenty years.

Principal amounts are forgiven as determined by the terms of the note. The terms follow one of these methods: (1) reductions are amortized beginning in the first year; (2) no reductions are allowed until the seventh year when decreases are amortized over the remaining term of the note; (3) no reduction of principal until the full term of the note has expired at which time the entire mortgage is forgiven; and (4) the mortgage is never forgiven but is due in full upon the eventual sale of the property. When amounts of the mortgage are forgiven, the homeowner adds to his equity in the home.

To account for the second and third mortgages, the Organization establishes an asset account, forgivable second and third mortgages, equal to the total outstanding amount of the mortgages. The mortgages are amortized, straight-line, over the term of the mortgages to come to a net amount receivable as of the financial statement date. The balance of forgivable second and thrid mortgages at June 30, 2006 is as follows:

Forgivable second and third mortgages	$	3,080,832
Less accumulated amortization		(1,190,265)
	$	1,890,567

NOTE 5 - NON-FORGIVABLE SECOND AND THIRD MORTGAGES

On October 18, 2005, the Company's board of directors approved a change to the policy regarding the forgiveness of second and third mortgages. For some of the second and third mortgages entered into after March 1, 2006, instead of being forgiven after the term of the note, the mortgages will actually be due upon transfer or sale of the related property and, therefore, not forgivable. The Company's board views this as a way to develop more program revenue and thus further the Company's mission of providing affordable housing opportunities for low-income families. The balance of non-forgivable second and third mortgages at June 30, 2006 is $226,470.

NOTE 6 - LINE OF CREDIT

Line of Credit represents three credit lines with a total borrowing limit of $1,135,000 collectively. They are mainly used for the acquisition of new properties. The credit lines are secured by such properties. The credit line funds are subject to annual renewal and will mature in June 2006. It carries an interest rate equal to the bank's prime floating rate. The balance due at June 30, 2006, is $667,037. Total interest incurred on the above lines of credit during the year is $9,161. Interest for homes in progress is capitalized.

NOTE 7 - OBLIGATIONS UNDER CAPITAL LEASE

The Company is the lessee of copier equipment under a capital lease expiring in 2008. The asset is recorded at the present value of the minimum lease payments and is depreciated over its estimated productive life. Depreciation expense related to the capital asset of $3,429 is included in depreciation expense for the year ended June 30, 2006.

Minimum future lease payments under capital leases as of June 30, 2006 are as follows:

For the year ending June 30, 2007	$	3,337
For the year ending June 30, 2008		2,397
For the year ending June 30, 2009		-
	$	5,734

NOTE 8 - LONG TERM DEBT

Long-term debt at June 30, 2006, consists of the following:

Note payable to a business, total due by balloon payment in July 2013 of $240,000, interest at 2.00% per annum, difference between market interest rate (assumed to be 5.40%) and actual interest charged by bank is $8,160 and is recorded in these financial statements as an in-kind contribution. (See Note 11)	$	240,000

NOTE 8 - LONG TERM DEBT (continued)

Note payable to a business, in monthly installments of $751.90, including interst at 6.75%, through April 2008, secured by the assets of Housing for Mesa, Inc. and Housing for Nevada Inc.	$	15,533
		255,533
Less current portion		7,978
	$	247,555

Remaining maturities of long-term debt are as follows:

For the year ending June 30, 2007	$	7,978
For the year ending June 30, 2008		7,555
For the year ending June 30, 2009		-
Thereafter		240,000
	$	255,533

NOTE 9 - OPERATING LEASE COMMITMENTS

The Organization leases certain office facilities under operating leases with various terms extending through January 31, 2011. Future minimum payments under operating leases having lease terms in excess of one year are as follows:

For the year ending June 30, 2007	$	49,500
For the year ending June 30, 2008		31,500
For the year ending June 30, 2009		31,875
For the year ending June 30, 2010		33,225
For the year ending June 30, 2011		20,055
	$	166,155

The total expense incurred under office lease during the period covered by these financial statements was $67,609.

NOTE 10 - CONCENTRATIONS

The Organization maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $100,000. As of June 30, 2006, the Organization's uninsured cash balances totaled $265,209.

NOTE 11 - IN-KIND DONATIONS

In-kind donations for the year were $30,446. The donations consisted of the following: bank loan interest of $8,160; real estate, legal and accountings services of $7,986; reduced appraisal and title costs of $8,800 and $5,500 of reduced bank closing costs.

NOTE 12 - ECONOMIC DEPENDENCY

Housing for Mesa, Inc. receives a substantial amount of its support from government grants and contracts. A significant reduction in the level of support from these sources may have a material effect on Housing for Mesa's continuing operations.

NOTE 13 - PERMANENTLY RESTRICTED NET ASSETS

Permanently restricted net assets consist of support to be held indefinitely, the income from which is expendable to support the counseling and education of current and prospective residents. As of June 30, 2006, $73,287 of support, net of related expenses, was restricted for those purposes.

NOTE 14 - RELATED PARTY TRANSACTIONS

Members of the immediate family of the President of Housing for Mesa, Inc. were paid $42,340 for services provided to the Organization.

A board member of HFM Builders is also President and Chairman of a construction company which provides services to HFM Builders. Theses services totaled $102,020 for the fiscal year ended June 30, 2006.

SUPPLEMENTAL INFORMATION

HOUSING FOR MESA, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended June 30, 2006

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Contract Number	Expenditures
Department of Housing and Urban Development			
Passed through City of Mesa:			
Home Investment in			
Home Investment Partnerships Program	14.239	8190	$ 72,079
Home Investment Partnerships Program	14.239	8674	299,170
Home Investment Partnerships Program	14.239	8571	121,000
Home Investment Partnerships Program	14.239	8572	50,000
Home Investment Partnerships Program	14.239	C-17-03-034	44,733
			$ 586,982

See notes to schedule of expenditures of federal awards.

NOTE 1 - GENERAL

The accompanying schedule of federal awards presents the activity of all federal award programs of Housing for Mesa, Inc.

NOTE 2 - BASIS OF ACCOUNTING

The accompanying schedule of federal awards is presented using the accrual basis of accounting, which is the same basis under which Housing for Mesa's financial statements are presented.

SPECIAL AUDIT REPORTS

TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Housing for Mesa, Inc.
Mesa, Arizona

We have audited the financial statements of Housing for Mesa, Inc. (a nonprofit corporation) as of and for the year ended June 30, 2006, and have issued our report thereon dated February 15, 2007. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Housing for Mesa, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Housing for Mesa, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purposes of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses.

The report is intended solely for the information and use of the Board of Directors, management, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than specified parties.

Toepel Company, P.C.

February 15, 2007

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Arizona Society of Certified Public Accountants

A. SUMMARY OF AUDIT RESULTS

1) The auditor's report expresses an unqualified opinion on the financial statements of Housing for Mesa, Inc.

2) No reportable conditions relating to the audit of the financial statements are reported in the "Report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with government auditing standards."

3) No instances of noncompliance material to the financial statements of Housing for Mesa, Inc. were disclosed during the audit.

B. FINDINGS - FINANCIAL STATEMENT AUDIT

None

C. PRIOR YEAR FINDINGS

There were no findings reported in the prior year

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

**(HFM BUILDERS, HFM REALTY, HFN REALTY,
RIO RICO DESERT ESTATES AND HOUSING FOR NEVADA)**

CONSOLIDATED FINANCIAL STATEMENTS
(WITH INDEPENDENT AUDITORS' REPORT)

Year Ended June 30, 2007

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TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Housing Our Communities, Inc.
Mesa, Arizona

We have audited the accompanying consolidated statement of financial position of Housing Our Communities, Inc. formerly known as Housing for Mesa, Inc. (a nonprofit corporation) and subsidiaries as of June 30, 2007, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Housing Our Communities, Inc. and subsidiaries as of June 30, 2007, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued our report dated March 17, 2008 on our consideration of Housing Our Communities, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basis of consolidated financial statements of Housing Our Communities, Inc. and subsidiaries taken as a whole. The accompanying schedule of expenditures of federal awards is for Housing Our Communities, Inc exclusive of its subsidiaries, and is presented for the purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic consolidated financial statements taken as a whole.

Toepel Company P.C.

Mesa, Arizona
March 17, 2008

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HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

June 30, 2007

ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$	495,656
Grants receivable		1,169,182
Prepaid expenses		4,517
House inventory		587,570
TOTAL CURRENT ASSETS		2,256,925
OTHER ASSETS		
Forgivable second and third mortgages, *net of accumulated amortization of $1,206,461*		1,512,317
Non-Forgivable second and third mortgages		1,051,282
Investments		23,865
Security Deposits		3,960
NFP Accounting Software		14,926
TOTAL OTHER ASSETS		2,606,350
PROPERTY AND EQUIPMENT, net of accumulated depreciation of $31,055		32,135
	$	4,895,410
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Lines of credit	$	964,901
Accounts payable		71,575
Current portion, notes payable bank		7,553
TOTAL CURRENT LIABILITIES		1,044,029
NON-CURRENT LIABILITIES		
Notes payable bank, net of current portion		240,000
TOTAL LIABILITIES		1,284,029
MINORITY INTEREST		
Beginning interest		1,491
Minority interest in subsidiaries' earnings		(2,395)
TOTAL MINORITY INTEREST		(904)
NET ASSETS		
Unrestricted		3,612,285
Temporarily restricted		-
Permanently restricted		-
TOTAL NET ASSETS		3,612,285
	$	4,895,410

See accompanying notes and independent auditors' report.

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES

Year Ended June 30, 2007

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUE:				
Support				
Grant revenue	$ 1,541,303	$ -	$ -	$ 1,541,303
Contributions	816,118	-	-	816,118
In-Kind donations	25,499	-	-	25,499
Total Support	2,382,920	-	-	2,382,920
Revenue:				
House sales	772,271	-	-	772,271
Construction income	8,636	-	-	8,636
Referral fee income	117,902	-	-	117,902
Commission income	88,031	-	-	88,031
Interest income	1,328	-	-	1,328
Total Revenue	988,168	-	-	988,168
	3,371,088	-	-	3,371,088
EXPENSES:				
Program services	2,723,460	-	-	2,723,460
Support services	132,204	-	-	132,204
Fundraising expense	83,986	-	-	83,986
Total Expenses	2,939,650	-	-	2,939,650
Change in Net Assets Before Minority Interest	431,438	-	-	431,438
Minority Interest in Subsidiaries' Earnings	2,395	-	-	2,395
Change in Net Assets	433,833	-	-	433,833
Beginning Net Assets as previously reported	2,252,912	-	-	2,252,912
Prior Period Adjustments (Note 17)	925,540	-		925,540
Beginning Net Assets as restated	3,178,452	-	-	3,178,452
Change in Net Assets	433,833	-	-	433,833
Ending Net Assets	$ 3,612,285	$ -	$ -	$ 3,612,285

See accompanying notes and independent auditors' report.

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2007

	Program Services	Support Services		
	Affordable Housing	Management and General	Fundraising	Total
Direct housing costs	$ 1,287,999	$ -	$ -	$ 1,287,999
Construction costs	111,873	-	-	111,873
Realty costs	159,429	19,705		179,134
Salaries	359,565	45,515	50,066	455,146
Employee related expenses	60,979	7,719	8,491	77,189
Payroll taxes	28,434	3,599	3,959	35,992
Occupancy	64,267	7,943		72,210
Conferences, meetings and travel	93,357	11,539		104,896
Office expense	64,028	7,914		71,942
Legal and accounting	38,267	4,730		42,997
Fundraising expense			21,470	21,470
Telephone	17,288	2,137		19,425
Insurance	22,662	2,801		25,463
Interest	90,909	11,236		102,145
Administration		4,424		4,424
Training	2,609	322		2,931
Marketing and Advertising	15,263	1,886		17,149
Outside services	75,757			75,757
Outreach	8,230			8,230
Client services	28,198			28,198
Reference materials	1,096	135		1,231
Other expenses	1,140			1,140
Total expenses before depreciation	2,531,350	131,605	83,986	2,746,941
Depreciation	4,846	599	-	5,445
2nd & 3rd Mortgage Amortization	187,264	-	-	187,264
	192,110	599	-	192,709
Total Expenses	$ 2,723,460	$ 132,204	$ 83,986	$ 2,939,650

See accompanying notes and independent auditors' report.

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended June 30, 2007

CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets		$ 433,833
Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization		192,709
(Increase) decrease in operating assets:		
Grants receivable		
Increase in grants receivable	$ (1,051,830)	
Decrease to grants receivable due to prior period adjustment (Note 16)	1,066,423	14,593
Prepaid expenses		(33)
House inventory		(92,524)
Forgivable notes receivable		190,986
Non-forgivable notes receivable		(824,813)
Loss on disposal of assets		2,857
Increase (decrease) in operating liabilities:		
Accounts payable		
Increase in accounts payable	71,575	
Decrease to accounts payable due to prior period adjustment (Note 16)	(140,883)	(69,308)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		(151,700)
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment		(34,479)
Purchases of investments		(23,865)
Changes in net minority interest earnings		(2,395)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES		(60,739)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowing on lines of credit		5,703,451
Principal payments on lines of credit		(5,405,788)
Principal payments on lease obligations		(5,734)
Principal payments on notes payable		(7,977)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES		283,952
NET INCREASE IN CASH AND CASH EQUIVALENTS		71,513
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		424,143
CASH AND CASH EQUIVALENTS AT END OF YEAR		$ 495,656
SUPPLEMENTAL DISCLOSURE INFORMATION:		
Income taxes paid		$ -
Interest expense		$ 102,145

See accompanying notes and independent auditors' report.

NOTE 1 - ORGANIZATION

Housing Our Communities, Inc., formerly known as Housing for Mesa, Inc. (Organization) is a nonprofit corporation formed in 1988 to promote the creation of affordable housing in the Mesa, Arizona metropolitan area. The Organization uses grant funding to purchase and/or recondition houses which are then sold at fair market value to low-income families.

Each house is sold to a low-income family meeting certain eligibility requirements and loan qualifications. To make the house affordable to these families, each house is sold at fair market value consistent with government granting guidelines. The benefit to the families takes form as either a forgivable second and/or third mortgage held by Housing Our Communities, Inc. or a non-forgivable mortgage that has no payment due prior to the disposal of the house. (See Notes 5 & 6)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of Housing Our Communities, Inc. and its five subsidiaries; HFM Builders, Inc., HFM Realty, Inc., HFN Realty, Inc., Rio Rico Desert Estates, LLC and Housing for Nevada, Inc. HFM Builders, HFM Realty and HFN Realty are 50% owned subsidiaries. One-percent of the stock of HFM Builders, HFM Realty and HFN Realty is owned by the legal counsel of Housing Our Communities, Inc. thus effectively giving Housing Our Communities, Inc. a 51% majority voting interest in each of these subsidiaries. Rio Rico Desert Estates, LLC is wholly owned by Housing Our Communities, Inc. Housing for Nevada, Inc. was consolidated with these statements because Housing Our Communities, Inc. was determined to have both control of and an economic interest in Housing for Nevada, Inc. All material inter-organization transactions have been eliminated in consolidation.

Recognition of Donor Restricted Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

The Organization reports gifts of land, buildings and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid debt instruments purchased with a remaining maturity of three months or less at date of acquisition to be cash equivalents.

Advertising Costs

The Organization expenses advertising and marketing costs as incurred. For the year ended June 30, 2007, advertising and marketing expense was $17,149.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

House Inventory

The Organization uses its own funds to purchase sites for prospective residents with the intention of reselling the sites to the residents at fair market value. House inventory consists of three houses that were purchased by the Organization before fiscal year-end but were not sold to new residents until the next fiscal year. These houses are considered to be assets of the Organization. House inventory is stated at cost of acquisition.

Property and Equipment

Property and equipment are recorded at cost. Donated material and equipment are recorded at fair market value at the date of donation.

Depreciation is provided on the straight-line method over the estimated useful lives of the assets, which range from five to seven years.

Maintenance and repairs are charged to expense as incurred. Major renewal and betterments are capitalized. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

In-Kind Donations

Donated materials, fixed assets and investments are recorded at fair-market value when received.

Donated services, when applicable, are recorded at fair market value as contributions and expense when the following criteria are met:

1) The services received create or enhance nonfinancial assets or require specialized skill. Those services requiring specialized skills are performed by professionals possessing the necessary skills and would typically need to be purchased if not provided by donation.

2) There is a clearly measurable basis for the amount recorded.

Some services provided to the Organization have not been reflected in the financial statements as donated services because they do not meet the above criteria. A substantial number of volunteers have donated a significant amount of time to the Organization's programs.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

Fair Value of Financial Instruments

Unless otherwise indicated, the fair values of all reported assets and liabilities which represent financial instruments (none of which are held for trading purposes) approximate the carrying values of such amounts.

Income Taxes

Housing Our Communities, Inc. is exempt from income taxes under Section 501 (c) (3) of the Internal Revenue Code. The Internal Revenue Service has determined that Housing Our Cummunities, Inc. is not a private foundation. Unrelated business income derived from Housing Our Communities, Inc.'s subsidiaries is recognized during consolidation and is taxable for income tax purposes.

NOTE 3 - INVESTMENTS

The Organization held $22,685 in preacquisition land costs on June 30, 2007. The potential acquistion of these properties are to be used for future sites to build affordable housing for low-income families. The investments are reported at cost.

The Organization purchased $1,000 in stock certificates of Coolidge Station, Inc., an Arizona Corporation on December 31, 2006. The $1,000 in stock represents a 1% interest in the Corporation.

NOTE 4 - PROPERTY AND EQUIPMENT

Equipment at June 30, 2007, consists of the following:

Furniture and Fixtures	$	38,698
Leasehold Improvements		24,492
		63,190
Less accumulated depreciation		(31,055)
	$	32,135

NOTE 5 - FORGIVABLE SECOND AND THIRD MORTGAGES

Prior to October 18, 2005 houses by the Organization carried forgivable second and/or third mortgages held by Housing Our Communities, Inc. The terms of the forgivable second and third mortgages are written so that no principal or interest payments on such are due from the homeowner as long as they maintain occupancy in the house. The terms of the forgivable second and third mortgages range from five to twenty years.

Principal amounts are forgiven as determined by the terms of the note. The terms follow one of these methods: (1) reductions are amortized beginning in the first year; (2) no reductions are allowed until the seventh year when decreases are amortized over the remaining term of the note; (3) no reduction of principal until the full term of the note has expired at which time the entire mortgage is forgiven; and (4) the mortgage is never forgiven but is due in full upon the eventual sale of the property. When amounts of the mortgage are forgiven, the homeowner adds to his equity in the home.

To account for the second and third mortgages, the Organization establishes an asset account, forgivable second and third mortgages, equal to the total outstanding amount of the mortgages. The mortgages are amortized, straight-line, over the term of the mortgages to come to a net amount receivable as of the financial statement date. The balance of forgivable second and thrid mortgages at June 30, 2007 is as follows:

Forgivable second and third mortgages	$	2,718,778
Less accumulated amortization		(1,206,461)
	$	1,512,317

NOTE 6 - NON-FORGIVABLE SECOND AND THIRD MORTGAGES

On October 18, 2005, the Organizaton's board of directors approved a change to the policy regarding the forgiveness of second and third mortgages. After March 1, 2006, instead of being forgiven after the term of the note, the mortgages will actually be due upon transfer or sale of the related property and, therefore, not forgivable. The Organization's board views this as a way to develop more program revenue and thus further the Organization's mission of providing affordable housing opportunities for low-income families. The balance of non-forgivable second and third mortgages at June 30, 2007 is $1,051,282.

NOTE 7 - LINES OF CREDIT

Lines of credit as of June 30, 2007, consists of the following:

A revolving $500,000 line of credit, maturing June 30, 2008. The line is an unsecured line. Interest is paid monthly at prime rate plus 1.0%. The prime rate at June 30, 2007 was 8.25%.	$	383,131
A revolving $1,000,000 line of credit, maturing at various dates. The line is secured by individual real estate purchases. Interest is paid when line is paid down by sale of real estate and is at prime rate. The prime rate at June 30, 2007 was 8.25%		493,948
A $100,000 line of credit, maturing March 21, 2012. The line is an unsecured business loan. Minimun payments are $1,608.98 monthly. The interest rate at June 30, 2007 was 8%.		85,993
A revolving $35,000 line of credit with no maturity date. This line is an unsecured credit card. Minimum payments fluctuate monthly according to the balance. The interest rate at June 30, 2007 was 11.24%.		1,829
	$	964,901

NOTE 8 - LONG TERM DEBT

Long-term debt at June 30, 2007, consists of the following:

Note payable to a business, total due by balloon payment in July 2013 of $240,000, interest at 2.00% per annum, difference between market interest rate (assumed to be 5.40%) and actual interest charged by bank is $8,160 and is recorded in these financial statements as an in-kind contribution. (See Note 12)	$	240,000

NOTE 9 - LONG TERM DEBT (continued)

Note payable to a business, in monthly installments of $751.90, including interest at 6.75%, through April 2008, secured by the assets of Housing Our Communities, Inc. and Housing for Nevada, Inc.		7,553
		247,553
Less current portion		7,553
	$	240,000

Remaining maturities of long-term debt are as follows:

For the year ending June 30, 2008	$	7,553
For the year ending June 30, 2009		-
For the year ending June 30, 2010		-
For the year ending June 30, 2011		-
For the year ending June 30, 2012		-
Thereafter		240,000
	$	247,553

NOTE 10 - OPERATING LEASE COMMITMENTS

The Organization leases certain office facilities and equipment under operating leases with various terms extending through January 31, 2012.

Future minimum payments under operating leases having lease terms of one year or more are as follows:

For the year ending June 30, 2008	$	79,489
For the year ending June 30, 2009		39,315
For the year ending June 30, 2010		40,665
For the year ending June 30, 2011		25,635
For the year ending June 30, 2012		-
	$	185,104

The total expense incurred under occupancy during the period covered by these financial statements was $72,210.

NOTE 11 - CONCENTRATIONS

The Organization maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $100,000. As of June 30, 2007, the Organization's uninsured cash balances totaled $327,598. The risk is managed by maintaining all deposits in high quality institutions.

NOTE 12 - IN-KIND DONATIONS

In-kind donations for the year were $25,499. The donations consisted of the following: bank loan interest of $8,160; real estate, legal and accounting services of $4,489; reduced appraisal and title costs of $8,100 and $4,750 of reduced bank closing costs.

NOTE 13 - ECONOMIC DEPENDENCY

Housing Our Communities, Inc. receives a substantial amount of its support from government grants and contracts. A significant reduction in the level of support from these sources may have a material effect on Housing Our Communities, Inc.'s continuing operations.

NOTE 14 - FEDERAL FINANCIAL ASSISTANCE

The Organization has been awarded grants from the U.S. Department of Housing and Urban Development from pass-through entities to provide affordable housing and counseling services to low-income families. Grant revenue is recognized when grant is awarded and the receivable is reduced as receipts are reimbursed for expenditures. Grant expenses are recognized as incurred. Grant activity for the year ended June 30, 2007 was as follows:

Refundable advances, beginning of year	$ -
Grant Receipts	1,098,548
Grant Expenditures	(1,098,548)
Refundable advances, end of year	$ -

NOTE 15 - RELATED PARTY TRANSACTIONS

Members of the immediate family of the President of Housing Our Communities, Inc. were paid $74,433 for services provided to the Organization.

A board member of HFM Builders is also President and Chairman of a construction company which provides services to HFM Builders. These services totaled $5,589 for the fiscal year ended June 30, 2007.

NOTE 16 - PRIOR PERIOD ADJUSTMENTS

On July 1, 2006 the Organization changed its method of recording credit card expenditures, and an amount was recorded for the balance of accounts payable due at July 1, 2006. In prior years credit card expenses were not recorded at the time of the expenditure. The effect of this change decreased the beginning net assets by $140,883.

On July 1, 2006, the Organization changed its method of accounting for grant revenue. Grant revenue is recorded as income at the time of the grant award. In all prior years all grant revenue was recorded as it was received and deposited. The new method of accounting was adopted to conform to Generally Accepted Accounting Principles and to properly reflect grant receivables within the next fiscal year. The effect of this change increased the beginning net assets by $1,066,423.

The net effect of these changes increased the beginning net assets: $925,540

NOTE 18 - SUBSEQUENT EVENTS

On August 13, 2007 the Organization purchased a piece of property as an investment to develop and build single-family homes. The land investment was obtained by a $630,000 interest only, line of credit issued by Raza Development Fund, Inc.

SUPPLEMENTAL INFORMATION

HOUSING OUR COMMUNITIES, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2007

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures
U.S. Department of Housing and Urban Development			
Pass through Programs from City of Mesa, AZ:			
Home Investment Partnerships Program	14.239	8674	$ 248,310
Home Investment Partnerships Program	14.239	8779	146,485
Home Investment Partnerships Program	14.239	ADDI Funds 2003	54,537
HOME Program CHDO Operations	14.239	8778	44,250
Community Development Block Grant	14.218	8753-06	33,550
Pass through Programs from Maricopa County, AZ:			
HOME Program CHDO	14.239	C-17-06-025-2-00	159,140
Pass through Programs from National Council of LaRaza:			
AZ National Council of LaRaza - HOME	14.239		54,500
NV National Council of LaRaza - HOME	14.239		43,250
Pass through Programs from City of Henderson, NV:			
Home Investment Partnerships Program	14.239	HOME	42,706
Pass through Programs from Clark County, NV:			
Home Investment Partnerships Program	14.239	HOME	228,440
Pass through Programs from Local Initiative Support Corporation:			
HUD NCDI Funds	14.218	PA #41159-020	43,380
Total expenditures of federal awards			$ 1,098,548

See accompanying notes to schedule of expenditures of federal awards.

NOTE 1 - GENERAL

The accompanying schedule of federal awards presents the activity of all federal award programs of Housing Our Communities, Inc.

NOTE 2 - BASIS OF ACCOUNTING

The accompanying schedule of federal awards is presented using the accrual basis of accounting, which is the same basis under which Housing Our Communities, Inc. financial statements are presented.

SPECIAL AUDIT REPORTS

TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Housing Our Communities, Inc.
Mesa, Arizona

We have audited the financial statements of Housing Our Communities, Inc., formerly known as Housing for Mesa, Inc. (a nonprofit corporation) as of and for the year ended June 30, 2007, and have issued our report thereon dated March 17, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered Housing Our Communities, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Our Communities, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles, such that there is more than a remote likelihood that a misstatement of the Organization's financial statements that is more than inconsequential will not be prevented or detected by the organization's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the organization's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Housing Our Communities, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with

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which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, the audit committee, Board of Directors, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.

Mesa, Arizona
March 17, 2008

TOEPEL COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the Board of Directors
Housing Our Communities, Inc.
Mesa, Arizona

Compliance

We have audited the compliance of Housing Our Communities, Inc., formerly known as Housing for Mesa, Inc. (a nonprofit corporation) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2007. Housing Our Communities, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Housing Our Communities, Inc.'s management. Our responsibility is to express an opinion on Housing Our Communities, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Housing Our Communities, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Housing Our Communities, Inc.'s compliance with those requirements.

In our opinion, Housing Our Communities, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2007.

Internal Control Over Compliance

The management of Housing Our Communities, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Housing Our Communities, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

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Accordingly, we do not express an opinion on the effectiveness of Housing Our Communities, Inc.'s internal control over compliance.

A *control deficiency* in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of Federal Awards

We have audited the basic financial statements of Housing Our Communities, Inc. as of and for the year ended June 30, 2007, and have issued our report thereon dated March 17, 2008. Our audit was performed for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Mesa, Arizona
March 17, 2008

A. SUMMARY OF AUDIT RESULTS

1) The auditor's report expresses an unqualified opinion on the financial statements of Housing Our Communities, Inc.

2) No reportable conditions relating to the audit of the financial statements are reported in the "Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards."

3) No instances of noncompliance material to the financial statements of Housing Our Communities, Inc. were disclosed during the audit.

4) No reportable conditions relating to the audit of major federal award programs is reported in the "Report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB circular A-133."

5) The auditors' report on compliance for the major federal award programs for Housing Our Communities, Inc. expresses an unqualified opinion.

6) Audit findings relative to major federal award programs for Housing Our Communities, Inc. are reported in Part C of this Schedule.

7) The program tested as a major program:
   Home Investment Partnership Program, CFDA #14.239, Department of Housing and Urban Development.

8) The threshold for distinguishing Type A and B programs was $500,000.

9) Housing Our Communities, Inc. is an entity that has biennial audits therefore does not qualify as a low-risk auditee according to OMB Circular A-133 section 530(a).

B. FINDINGS - FINANCIAL STATEMENT AUDIT

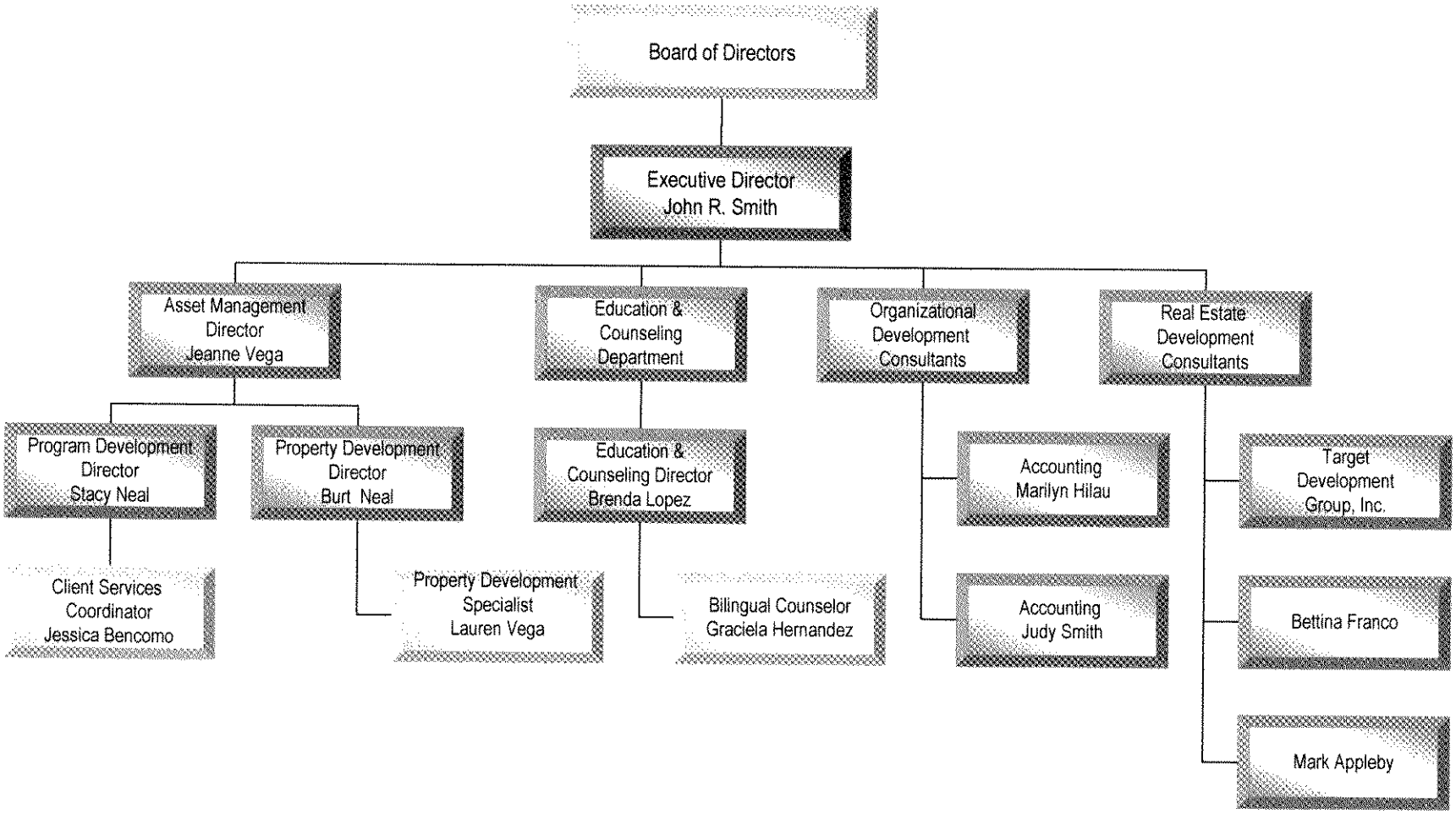
None

C. PRIOR YEAR FINDINGS

There were no findings reported in the prior year

Attachment #3
Organizational Chart

HOUSING OUR COMMUNITIES, INC.'S
2008 ORGANIZATIONAL CHART



5/28/2008

Attachment #4
Resumes

John R. Smith

480-649-1335, office
john@housingourcommunities.org

Employment:

President, Rio Rico Desert Estates, (July, 2007to present)
HOC is developing 37 single-family homes on land currently owned by HOC. HOC anticipates that 50% of these units will be workforce housing with the balance being developed as market rate units.

President, Coolidge Station, Inc (January, 2006 to present)
HOC is the managing partner of a 24-unit apartment complex that was developed using low-income housing credits (LIHTC).

President, Housing For Nevada, Inc. (July, 2001, to present)
Responsible for program administration and financial management of a non-profit housing development corporation.

President, HFM Realty, Inc. (April 1999, to present)
Responsible for program administration and financial management of a for-profit real estate development corporation.

President, HFM Builders, Inc. (October, 1998, to present)
Responsible for program administration and financial management of a for-profit residential/commercial building contractor.

President & CEO, Housing Our Communities, Inc. (May, 1996, to present)
Responsible for program administration and financial management of a non-profit housing

President, HFN Realty, Inc. (January, 2006, to present)
Responsible for program administration and financial management of a for-profit real estate development corporation.

President & Chief Financial Officer, Housing For Mesa, Inc. (1992-1996)
Responsible for negotiating contracts with funding sources and arranging financial packaging for affordable housing development.

Special Education Teacher, Mesa Public School District (1976-1994)

Technical Assistance	LISC, Phoenix Office (1998-2002) working with metropolitan LISC CDCs in affordable housing development LISC HDAC Development Team, 1998 to present) LISC, Las Vegas (2000-2003) working with the EOB Home Center to develop education/counseling center EOB Home Division, Las Vegas(Present) Acted as Co-Developer for development of New Construction, single family affordable housing M&I New Market Tax Credits Advisory Board (February, 2007-present)
Teaching Experience	Mesa Public Schools, 19 years HUD/FHA Homebuyers Education and Learning Program, 2 years
Counseling Experience	Housing Counseling, 4 years
Education And Training	*B.A., Arizona State University, Tempe, AZ (1976)* *Neighborhood Reinvestment Training Institute* Housing Counseling, Housing Counseling Clinic, Housing Counseling Review and Certification Symposium: The Arts and Economic Development *Low Income Housing Information Services (LIHIS)* CDBG Funding and Regulations Financial Management CRA and Bank Reform Bank Reform and Affordable Housing

Expanding Your Funding Base
Building Housing Resources

Southwest Regional Training Institute

Affordable Housing Strategies and Real Estate Development

Enterprise Foundation

Community Lending
Creative Strategies for Fund-Raising
Financing with Low Income Housing Tax Credits
Loan Consortia
Federal Policy on Neighborhood Revitalization
Pre-Development Lending
0MB Circulars and Compliance
Financial Management for CD's
Housing Led Economic Development
Financing with Low Income Housing Tax Credits & Tax-Exempt Bonds
Neighborhood Based Job Creation
Community Credit Unions
Individual Development Accounts
Non-Profit Production
Sustainable Economic Development
Commercial Development in Distressed Communities
Developing Mixed-Income Communities
Business Planning for Non-Profits

*ASU College of Extended Education Non-Profit Management Ins*titute

Marketing for Non-Profit Organizations
Effective Supervision
Human Resource Management
Results *Oriented Program 2000*

Fred Pryor Seminars

How to Supervise people
Interpersonal Skills
How to Manage Conflict, Anger and Emotion

Other

Labor and Employment Law
EEOC Compliance and the ADA, FMLA, and Sexual Harrassment

Community Involvement:

President, Mesa Community Council (1987-1989)
President, Mesa Education Association (1986-1987)
Board Member, Mesa United Way (1990-1994)
Steering Committee, Economic Theme Team, Building a Healthier Mesa (1996-1997
Presenter, HUD Homeownership Fair, Phoenix (1996, 1997, 1998, 1999, 2000, 2001, 2002)
Presenter, Mortgage Brokers Association
Trainer , LISC Arizona CDC Housing Development Training; Classes:Financing Resources, Strategies for Successful Development , Development Teams, Lending Institution Products, Market Analysis, Developing Banking Partners (1996)
Presenter, NAHRO State Conference
Presenter, Arizona Bankers Association
Board Member, Neighborhood Economic Development Corp (1998)
Focus Group Member, Freddie Mac National Focus Group, The National Partners in Homeownership Purchase and Rehabilitation Financing
Board Member, M&I Arizona New Markets Tax Credit (NMTC) Advisory Board

1414 S. 30th St. Mesa, AZ 85204 Phone (480)216-1870
E-Mail burt@housingourcommunities.org

Burt R. Neal

Objective

Property Development Director & Licensed Home Inspector

Experience

January 2004-present	Housing Our Communities/Housing For Nevada (HOC/HFN)	Mesa, AZ

Property Development Director

- Maintain properties acquired by Housing Our Communities/Housing For Nevada
- Manage rehabilitation projects within Housing Our Communities/Housing For Nevada by working with the City of Mesa, Maricopa County, Clark County, and City of Henderson
- Work with other city entities in Arizona to create working relationships and to create new innovative projects within those cities
- Maintain all property folders and documentation including rehabilitation costs, inspections, contracts, and any other paperwork related to each property acquired by HOC/HFN.
- Coordinate property rehabilitation and properties in Clark County for the corporation Housing For Nevada- affiliated with HOC
- Work with Clark County Community Development on rehabilitation projects in Nevada
- Write and maintain real estate contracts on houses that Housing Our Communities/Housing For Nevada would like to acquire for the affordable housing program
- Oversee all relationships with contractors, sub-contractors, and other hired construction companies working on HOC and/or HFN projects-including oversight of new construction projects across the state of Arizona and Nevada.
- Coordinate all property related communications with HOC and/or HFN staff that involve clients in the process of purchasing properties through affordable housing program
- Meet with HOC/HFN clients for a property meeting in order to disclose all property inspections and rehabilitation per HQS to be completed on the selected property
- Administer the software tool "*Housing Developer Pro 2*", created by The Enterprise Foundation, an automation tool used to prepare project budgets, bids, work write ups, and cost estimations accurately

January 2004-present	Housing Our Communities, Inc. (HOC)	Mesa, AZ

Certified Home Inspector

- Attained certification from Arizona Sun Tech, a state-recognized home inspection certification program on February 7, 2004 after completing the home inspection

course and passing the Examination Board of Professional Home Inspectors test
- Conduct Home Inspections per State of Arizona and ASHI standards
- Create home inspections using top-of-the-line industry software called "*Inspectvue*" to promote accuracy, efficiency, and industry integrity

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2003 Central Locating Services Phoenix, AZ

Utility Locator
- Located underground utility services for major utility companies such as Cox and APS
- Required time management skills with a major emphasis on detail
- High stress work environment with little or no margin for error.

2001-2003 Albertson's Grocery-Retail Mesa, AZ

Grocery Manager-4th Person
- Maintained perimeter department motivation, management, and staffing
- Maintained merchandise inventory levels
- Worked with store schematics and programs to create store displays

---

1997-2000 Albertson's Grocery-Retail Renton, WA

5th Person (Closing Manager)
- Maintained front end of store by rotating employee breaks, balancing the safe, and employee tills. Requiring accuracy and attention to detail
- Maintained perimeter department motivation, management, and staffing
- Developed strong communication and organization skills by serving and assisting customers in person and over the telephone

Education

January 1-January 31, 2004 Arizona SunTech Phoenix, AZ

Home Inspection Certification
- Took state test on February 7, 2004 from Board of Professional Home Inspectors and passed the National Home Inspection Examination
- Received state certification from the Board of Technical Registration in May 2004

April 18-April 22, 2005 NeighborWorks Training Institute Minneapolis, MN

Courses Attended:

Housing Production Management
- A two day training course covered all aspects of housing construction, rehab, contracts, team selection, and time management.

Cost Estimation for Rehab Specialists
- One day training course on rehab cost estimation tools, software, and strategies.

480-216-1870•Burt@Housingourcommunities.org

Burt R. Neal

Rehabilitation Management

- A two day training course on the intricacies of rehabilitation management.

December 11-15, 2006 | NeighborWorks Training Institute | New Orleans, LA

Courses Attended:

Design and Development for Project Managers

- A two course covering production models, owner's rep's roles and responsibilities, RFP/RFQ systems, contract revisions, site feasibility, and due diligence.

Managing Nonprofit Housing

- **A one day course on the essential practices of managing several different types of nonprofit development**
- **Comprehensive property management training included management planning, personnel and staffing, marketing and occupancy, support services, managing the physical asset, risk management, and fiscal management**

Managing Liability and Reducing Risk in the Development Process

- A two day course covering the benefits of retaining a Development Attorney, project ownership liability, pre-construction legal issues, construction process, and post construction considerations.

April 17-18, 2007 | Arizona Department of Housing Training | Phoenix, AZ

Managing Low Income Housing Tax Credit Developments

- A two day training which covered the intricacies of managing a low income housing tax credit development.
- Determining eligibility, managing mixed income tax credit developments, and working with low income housing tax credit and HOME funds were the seminars main topics discussed.

References

References are available on request.

Stacy L. Neal
1414 S. 30th Street
Mesa, AZ 85204
480-649-1335 office
602-451-2473 cell
stacy@housingourcommunities.org

Professional Experience

Housing Our Communities/Housing For Nevada

Program Development Director – April 15, 2007 – present
Housing Counselor/Program Development Specialist- January 1, 2004 - April 15, 2007
Housing Counselor training/ Data Management- March 2003-January 2004
Program Specialist II- 1996-March 2003

Program Development

- Develop new relationships with funding sources, business partners, and other non-profit organizations
- Funds development, grant writing, inquiries, proposals, meetings, etc.
- Manage and oversee development projects for HOC both in and out of the state of Arizona as assigned by top management in the corporation and manage fund development
- Organize HOC Fundraising Team that meets monthly to develop funding opportunities
- Explore funding opportunities in Nevada for HFN as well as develop new partnerships and funding relationships

Housing Counseling

- Certificate of Professional Recognition in Housing Counseling-February 20, 2006
- One-on-one housing counseling and case management with clients from HOC, Section 8, Homebuyer Education, and Housing For Nevada clients
- Assist Counseling & Education Director with program policies and fund development for services
- Served on the FSS East Valley Advisory Board of Directors from August 2005–January 2007

Reporting/ Data Management

- Contract Reporting- monthly data reported to city, county, state, and federal contracts for education, counseling, and homeownership contacts as well as organizational activities
- Quarterly and Annual reporting to funding sources for all activities and services provided in both Arizona and Nevada
- Maintain the Education tracking report and Client Intake Report for City of Mesa funding purposes
- Maintain monthly internal reports for data management

Management

- Manage front office staff
- Coordinate office projects, supply management, and implementation of office policies and procedures
- Time card management of hourly staff

Customer Service

- Maintain and edit client tracking procedures both in person and incoming calls in order to promote an effective network between clients and personnel
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Maintain 2 client tracking databases (online and offline) for tracking and reporting purposes
- Tracking and follow up on client work plans for 24 months after the clients start date

Marketing

- Innovating new marketing strategies to provide the public with homeownership options
- Establishing working relationships with real estate agents in order to expand the knowledge of the organization and understand the needs of the homebuyers
- Assist with the coordination of marketing events and outreach made by staff members as part of the marketing team such as flyers and destination in order to make sure that they were implemented and monitored
- Actively participated in the HOC Marketing Team with upper management and real estate agents in order to effectively brainstorm organizational marketing techniques
- Participate in the HFN Marketing Team to assist in the development of new marketing ideas
- Help with HOC homeownership fairs held quarterly at different locations all over the valley to perform outreach to the community and educate those about homeownership

Technology

- Manage office technology including computers, website design & editing, email, and coordination of technology support services into the HOC office monthly

Education and Training

B.A. Psychology, Arizona State University, Arizona; completed December 2003
The Essentials of Managing the Front Desk,
Rockhurst University Continuing Education Center; April 2002
Marketing for Non-Profit Organizations ASU- Center for Non-Profit Leadership; April 2003
Fundraising Workshop by Fundraisinginfo.com in Tempe, Arizona; October 2003
HUD Loss Mitigation Training; May 11, 2004
Predatory Lending and You, Westford College; June 9, 2004
Borrow Smart Post Mortgage Counseling; June 28, 2004
Neighborhood Reinvestment Corporation, Housing counseling Training; August 8-11, 2004
Neighborhood Reinvestment Corporation, Certificate of Professional Recognition in Housing Counseling, February 20-24, 2006
How to Excel at Managing and Supervising People, Skill Path Seminars, March 8-9, 2006
Practical Strategies to Involve Your Board in Fundraising NOW; Audio Conference, June 6, 2006
TGCI- Grantsmanship Cente, 5-day Grantsmanship Training Program September 11-15, 2006
Financing Community Economic Development, NeighborWorks America, December 14-15, 2006

References

John R. Smith
President/ CEO
Housing Our Communities/ Housing For Nevada.
251 W. Main Street, Suite #2
Mesa, AZ. 85201
(480) 649-1335; fax (480) 649-1020
john@housingourcommunities.org

Jeanne Vega
Asset Management Director
Housing Our Communities/Housing For Nevada
251 W. Main Street, Suite 2
Mesa, AZ 85201
(480)649-1335; fax (480)649-1020
jeanne@housingourcommunities.org

Brenda L. Lopez

2910 E. Dolphin Ave.
Mesa, AZ 85204
480-649-1335 office
480-262-2965 cell
brenda@housingourcommunities.org

Professional Experience

Housing Our Communities/Housing For Nevada

Education & Counseling Director/Housing Counselor- April 15, 2007 – present
Bi-Lingual Housing Counselor- July 2005- April 15, 2007
Program Specialist I- 2004- July 2005

Housing Counseling

- One-on-one counseling and case management with clients from HOC,HFN, & Section 8
- Provide bi-lingual housing counseling and education classes to potential clients
- Teach 1.5 hour orientation classes for incoming applicants twice a month
- Serve on the FSS East Valley Advisory Board of Directors

Customer Service

- Responsible for intake and prescreening clients for eligibility of Down payment Assistance Program.
- Provide and establish relationships involving a variety of persons and groups of various socioeconomic and ethnic compositions
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Maintain 2 client tracking databases (online and offline) for tracking and reporting purposes
- Tracking and follow up on client work plans for 24 months after the clients start date

Marketing

- Innovating new marketing strategies to provide the public with homeownership options
- Establishing working relationships with real estate agents in order to expand the knowledge of the organization and understand the needs of the homebuyers
- Actively participated in the Marketing Committee with upper management and real estate agents in order to effectively brainstorm organizational marketing techniques
- Local marketing and outreach to other non-profits all over Maricopa county
- Local marketing and outreach to Latino based communities
- Produce new marketing strategies for Housing For Nevada
- Help with HOC homeownership fairs held quarterly at different locations all over the valley to perform outreach to the community and educate those about homeownership

Data Management

- Maintain spread sheet for all potential donors for both HOC and HFN
- Create and manage homeowner client folders
- Tracking homeowners that have attended counseling or education at HOC in the Maricopa County Assessors web site

Management

- Manage Counseling Department to include: Generating monthly reports and weekly counselors meetings, assignment of new applications, monitor caseload and performance of counselors and new counselor training

Previous employment:

Bayside Dental
February 2004-May 2004

Front Desk

- Responsible for checking patients in , calling and verifying insurance to make sure what type of coverage to let the client know what will be covered
- Responsible for checking out patients, making sure what procedures where done, collecting payment, and billing insurance company
- Responsible for scheduling all appointments and making reminder calls the day before

Special Devices Inc.
January 1994-February2004

Cell Lead

- Manufacturing of explosive devices
- Responsible for all the production of the day, what needs to be produced and when it needs to ship.
- Manage the cell to make sure the production line is always running , including scheduling employees breaks and lunches
- Training of all new employees entering the area
- Responsible for all paper work and inspection needed on lots before shipping

Education and Training

The Indispensable Assistant Training- June 21, 2005
Getting the Most of Microsoft Excel-June 24, 2005
NeighborWorks Training Institute, Housing Counseling Certification- December 5-9, 2005
The University of Arizona Cooperative Extension, Money Management Advisors training- June 1-2, 2006
NeighborWorks Training Institute, Credit Counseling for Maximum Results- November 6-7, 2006
NeighborWorks Training Institute, Homebuyer Education Methods: Training The Trainer-May 7-11, 2007
NeighborWorks Training Institute, Lending Basics for Housing Counselors- August 13-15, 2007
NeighborWorks Training Institute, Compliance With State and Federal Regulations- August 13-17,2007
NeighborWorks Training Institute, Innovative Solutions to Combat Foreclosures- October16-17, 2007

References

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President/ CEO
Housing Our Communities, Inc.
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Mesa, AZ. 85210
(480) 649-1335; fax (480) 649-1020
john@housingourcommunities.org

Graciela M. Hernandez 520 N. Stapley Dr. #142, Mesa, AZ 85203

Experience

Housing Our Communities, Inc. 6/2007 -present
Bilingual Housing Counselor Mesa, Arizona

- One-on-one counseling and case management with clients in Maricopa County
- Provide bilingual housing counseling and education classes to potential clients
- Develop new relationships with funding sources, business partners, and other non-profit organizations
- Responsible for intake and prescreening clients for eligibility of Down payment Assistance Program.
- Provide and establish relationships involving a variety of persons and groups of various socioeconomic and ethnic compositions
- Utilization of the online database in order to efficiently keep in contact with every client that comes through the services provided by the organization
- Tracking and follow up on client work plans for 24 months after the clients start date
- Innovating new marketing strategies to provide the public with homeownership options
- Establishing working relationships with real estate agents in order to expand the knowledge of the organization and understand the needs of the homebuyers
- Actively participated in the Marketing Committee with upper management and real estate agents in order to effectively brainstorm organizational marketing techniques
- Local marketing and outreach to other non-profits all over Maricopa county
- Local marketing and outreach to Latino based communities
- Development of a foreclosure prevention program

Mortgage Loan Processor, 1/2007 – 6/2007
Eagle Home Mortgage Phoenix, Arizona

- Process Conventional, Government, Sub-prime, and Refinance loans
- Work with title and credit companies until loans closed and funded
- Research and correct items needed from secondary marketing

Mortgage Loan Processor, 12/2004-1/2007 Tempe, Arizona
Universal American Mortgage

- Process Conventional, Government, and Sub-prime loans
- Work with title and credit companies until loans closed and funded
- Research and correct items needed from secondary marketing

Finance Advisor, 9/19999-12/2004 Phoenix, Arizona
University of Phoenix online

- Processed financial aid for students at the university.
- Worked with Lenders/Servicers/Guaantee agencies
- Customer Service to students.

Mortgage Loan Processor, 9/1997-8/1999
Accounting Research Rep. Tempe, AZ
Greentree Mortgage/Financial

- Processed Manufactured Mortgage Loans on the servicing end.
- Prepared loans for sale to outside investors
- Researched Payment and accounting issues
- Processed loan payoffs, wires, refunds, extensions, and ledgers.

Education and training

- *NeighborWorks Training Institute*, Innovative Solutions to Combat Foreclosure October 16-17, 2007
- *National Council of La Raza,* Housing Counseling Certification, January 2008

Memberships: Arizona Housing Counseling Collaborative (AHCC).

549 N. SIRRINE • MESA, ARIZONA 85201 • PHONE (480) 986-8233

JESSICA@HOUSINGOURCOMMUNITIES.ORG

JESSICA BENCOMO

EXPERIENCE

11/02 – Current Housing Our Communities Mesa, AZ.

Client Services Coordinator

- Responsible for all client tracking procedures both in person and incoming calls in order to promote an effective network between clients and personnel
- Maintain 2 client tracking databases (online and offline) for tracking and reporting purposes for in process as well as program beneficiaries
- Assist counseling staff with client follow ups, workplans, and intakes; also enter client applications once received and dispurse to counseling department
- Homebuyer Education- preparation of education classes by assembling materials and preparing classroom for students as well as client registration and reminder calls, as well as follow up once education is completed
- Post Purchase Education – Assist in the mailing of brochures and post cards announcing upcoming post-purchase events to program beneficiaries; offer Spanish language interpretation to class instructor if needed ; enter attendees into old and new database for tracking purposes
- Maintain front office appearance, supplies, corporate materials, maintenance, mailings; also assist with corporate accounting when needed
- Responsible for marketing and outreach for the organization in all program areas – newsletters, marketing materials, flyers, brochures, events, volunteers, and partnerships with other non-profits

02/02 – 11/02 Mesa Airlines Phoenix, AZ.

Customer Service Represantative/ Gate Agent

- Provided customer service.
- Boarded/Received outgoing/incoming flight passengers.
- Worked overbooked flights: solicited volunteers to give up their seats in exchange for an incentive.
- Utilized bilingual skills for boarding and overbooked flights.
- Provided Security screening for flight passengers.

10/01 – 02/02 MCI World Communications Chandler, AZ

Marketing/ Sales Representative

- Provided Customer Service to prospective clients
- Solicited long distance service statewide.
- Utilized bilingual skills when making sales calls.

EDUCATION/TRAINING

12/2001 Phoenix College Phoenix, Az

- GED diploma.

03/2003 Career Track Training Tempe, Az

- Microsoft Word: Crash Course

04/2004 Fred Pryor Seminars Tempe, Az

- Microsoft Excel 2000, 97

01/2005 – 12/2005 Mesa Community College Mesa, Az

- Under-graduate student working on receiving my RN degree/Nursing

06/2006 SkillPath Mesa, Az

- The Indispensible Assistant

05/2007 NeighborWorks America Phoenix, Az

- Introduction To Housing Counseling – H0110

FAX (480) 649-1020 • E-MAIL JESSICA@HOUSINGOURCOMMUNITIES.ORG

Bettina Franco

602-526-1929

Passion

To educate and inform the public of all the aspects of homeownership from the wealth of knowledge that I have been able to attain in my career of over 23+ years.

College/Business Education

- Arizona School of Real Estate – Broker School
- Phoenix College – Majoring in Business
- Western College of Real Estate
- Superior School of Mortgage Banking
- Arizona School of Business – Insurance School

Real Estate Licenses

- Real Estate – 1984 to 2000
- Associate Broker 2000 to present
- Prior Cemetery License

Certifications/Instructing

- Prior College Instructor – GCC - Real Estate Principles
- Substitute College Instructor – SMCC – Real Estate Principles
- Housing Counselor *Bilingual
- Housing Instructor – National Certification by AHECI
- Real Estate Loan Processing
- Instructor for Real Estate School Hours Approved by the Arizona Department of Real Estate
- Pre-foreclosure Prevention Counselor
- 2005 Life Losses and Bereavement Specialist
- Notary Public

Other Experience

- Senior Loan Officer
- Administrative Assistant
- Real Estate Office Manager

Professional Awards & Affiliations

- 1984 - Rookie Of The Year – Real Estate
- 1985 - 1990 Million Dollar Producer – Real Estate
- 1990 - Present Multi-Million Dollar Producer
- Past Board Member for the Hispanic Association of REALTORS®
- Past Community Representative for Early Children Education Head Start
- 2005 – Realtor of the Year by N.H.S.P.

NeighborWorks® AMERICA

NCHEC Certification in Pre-Purchase Homeownership Education

IS AWARDED TO

Bettina Franco

Presented this 22nd day of May, 2007

For completing the training and satisfying the requirements established by NCHEC.

Certification is valid for three years from date of issuance. It is valid only when homeownership education is performed by or in partnership with a community-based organization.

Kenneth D. Wade

KENNETH D. WADE
Chief Executive Officer
NeighborWorks® America

Jayna L. Bower

JAYNA L. BOWER
Director
NeighborWorks® Center for Homeownership Education and Counseling

NeighborWorks® Center for Homeownership Education and Counseling

Com Sense, INC.

Mark C. Appleby
480/649-8080 (voice)
480/649-8864 (fax)
http://www.azcsi.com

Personal and Business Statement
Professional Qualification

SUMMARY

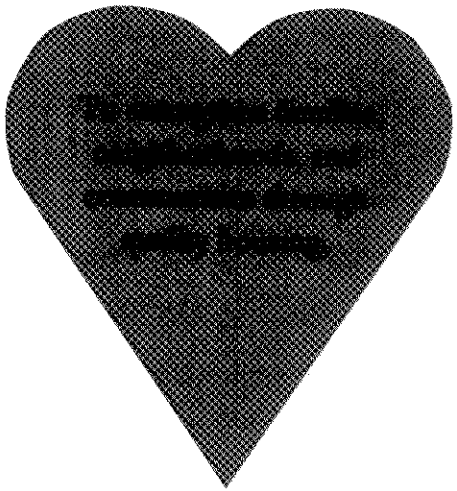
Extensive management experience with environmental site clearance needs. Expertise with clearance for municipal operations, non-profits, and federal programs. Initiatives with Phase I reviews and HUD Format I assessments in organization of tiered and multiple site reviews for area clearances. Expertise in: data retrieval; agency interviews and site reconnaissance to facilitate clearance. Ability to prepare and develop complex projects in fast paced environments. Known for logical, practical planning and implementation. ***Committed to excellence***; articulate and persuasive in interpersonal and verbal/written communications; comfortable in professional relations with the highest-level executives and government officials. Experienced in Staff training and team building.

SELECTED PROFESSIONAL CREDENTIALS

- 26 years experience as primary environmental review developer and manager.
- 10 years independent consulting on Phase I, Phase II and Phase III ASTM standard environmental assessments and HUD §24 CFR Part 50 as well as §24 CFR Part 58 environmental reviews.
- BS Education Texas A&M. Biology Major/Chemistry Minor
- Certified Environmental Manager (CEM) license #13227 from the Environmental Assessment Association.
- EPA certified as a lead-based paint activities firm in REGION 9 U.S. EPA Certified under Section 402 of TSCA 40 CFR Part 745, Subpart L expires January 12, 2011; EPA certified for Tribal Jurisdictions through January 12, 2011 - T9-10-012007-0134 and AZ-10-012007-0134 respectively.
- Environmental Assessment and Housing Quality Standards review specialist. HUD trained reviewer, specifically qualified for Federal environmental assessment reviews as well as lender liability assessments.

Attachment #5
HOC Marketing Materials

Our Mission



Bringing Home the Dream!

Housing Our Communities

A private, non-profit, housing development corporation

Our Values

Empowerment

Commitment

Integrity

Trust

Accountability

Visit us at

www.housingourcommunities.org

Mesa Public Schools neither endorses nor sponsors the organization or activity represented in this material. The distribution of this material is provided as a community service.

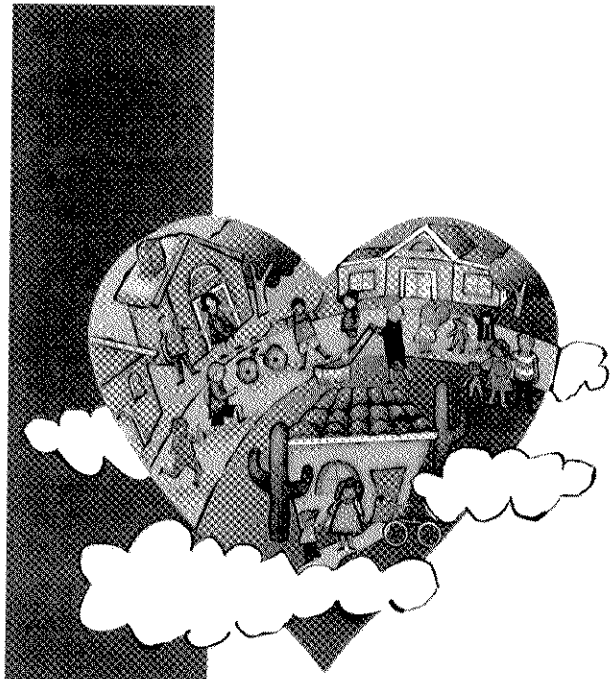
HOUSING OUR COMMUNITIES®

EQUAL HOUSING OPPORTUNITY

251 W. Main St. Ste 2
Mesa, AZ 85201

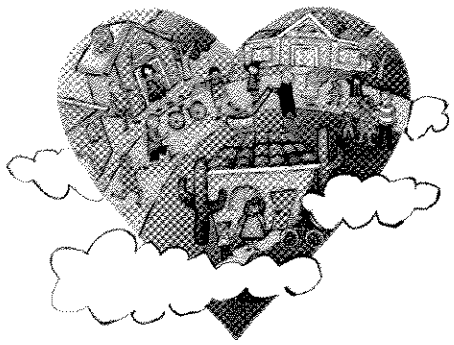
Phone: 480.649.1335
Fax: 480.649.1020
E-mail: jessica@housingourcommunities.org

HOUSING OUR COMMUNITIES®



Phone: 480.649.1335
Fax: 480.649.1020
www.housingourcommunities.org

Making the dream of homeownership... a reality!



Offering...

- Homeownership Education
- Housing Counseling
- Gap Financial Assistance*

*for qualified households

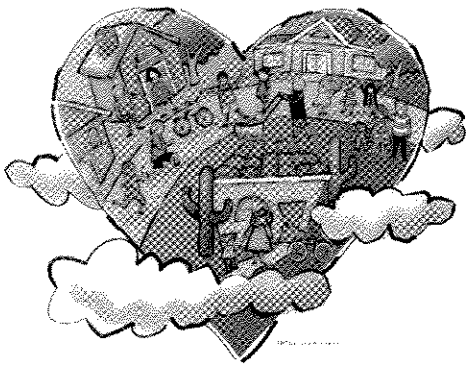
"Housing Our Communities' mission is to strengthen families, neighborhoods and communities through quality housing"

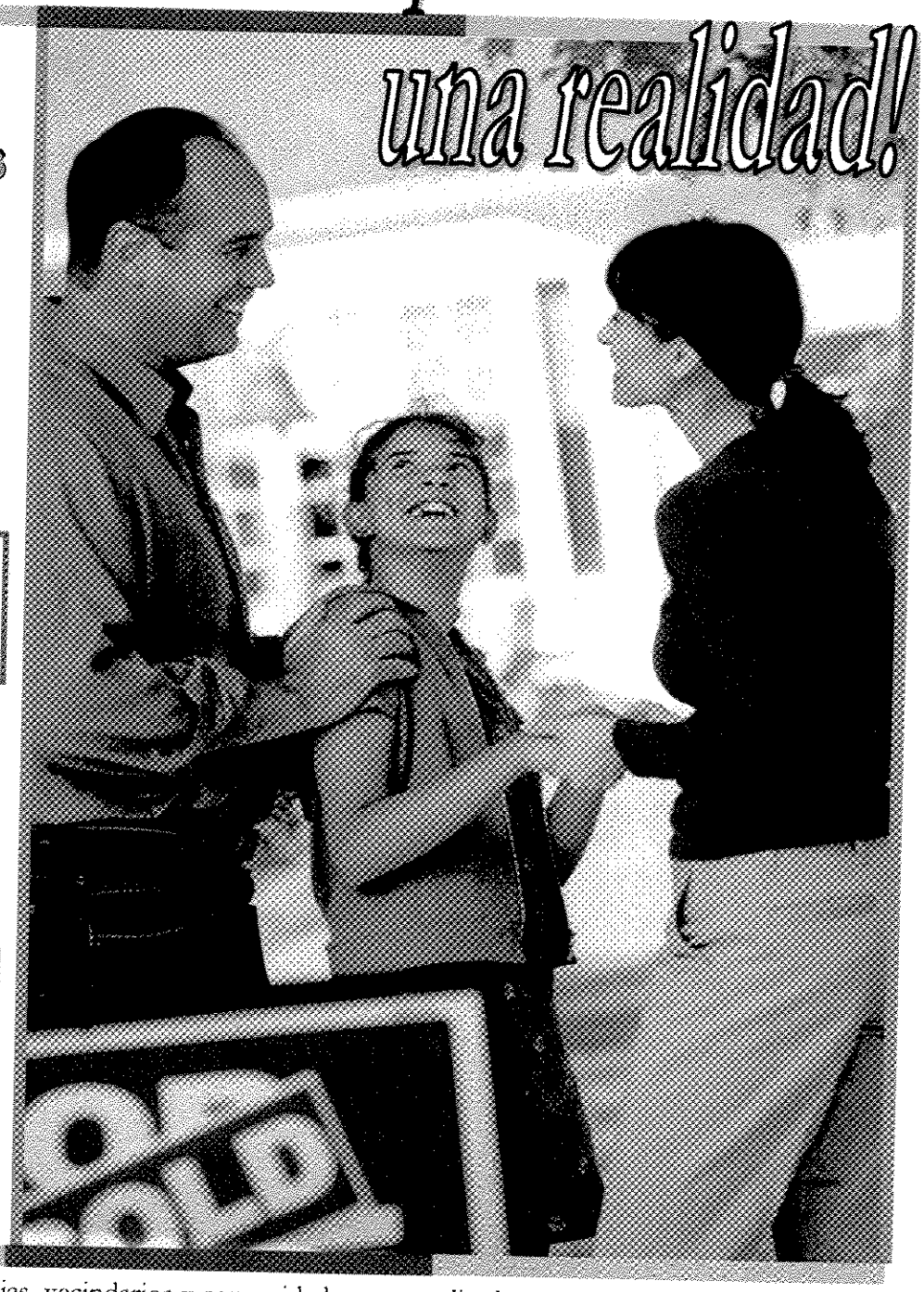
HOUSING OUR COMMUNITIES

251 W. Main Street, Suite 2 · Mesa, AZ · 85201
(480) 649-1335 · Fax: (480) 649-1020
info@housingourcommunities.org
www.housingourcommunities.org

**HOC does not in the provision of services, or in any manner, discriminate on the basis of age, race, color, religion, sex, national origin, handicap or familial status. * Reasonable accommodations will be made.

Convirtiendo el sueño de comprar su casa en... una realidad!





Ofreciendo...

Educación Para Propietarios

Asesoría De Vivienda

Asistencia Financiera*

***para personas calificadas**

Nuestra misión es de fortalecer familias, vecindarios y comunidades por medio de proveer viviendas de calidad

HOUSING OUR COMMUNITIES

251 W. Main Street, Suite 2 · Mesa, AZ · 85201
(480) 649-1335 · Fax: (480) 649-1020
www.housingourcommunities.org

**HOC no discrimina en la disposición de servicios, o en ninguna manera, a base de la edad, raza, color, religión, sexo, origen nacional, incapacidad o estado familial. * Haremos moderaciones de acuerdo

Attachment #6
Homebuyer
Education Curriculum

HOC HOME BUYER EDUCATION
(SESSION 1)

Client Name: _____

Date: _____

INSTRUCTOR: _____

- **Introduction- Benefits of attending class**
  - Housing Our Communities, Inc
  - General overview of education HOC. & Fannie Mae Workbooks

- **Advantages and disadvantages of homeownership**
  - Am I ready to accept the commitment of being a homeowner?

- **Are you prepared for homeownership?**
  - Analyze your current expenses
  - Up front costs-down payment & closing costs
  - Settling in costs-moving expenses, utilities etc
  - Long term maintenance costs (1% of purchase price)

- **Housing Affordability (Dream house vs. affordable home)**
  - What can you afford to buy?
  - Income verification/document required (worksheet 3)
  - Assets/savings (worksheet 2)
  - Debts & debt ratios (worksheet 4)
  - Housing & debt ratios (worksheet 5)

- **Budgeting**
  - Wants vs. needs -Identify on board
  - Advantages of a budget
  - Importance of savings/creative ways to save
  - Walk-thru actual budget
  - Present budget vs. homeowner budget
  - Goal of homeownership = COMMITMENT

- Cre**dit- How does it affect me?**
  - Establishing credit
  - Repairing/correcting credit issues
  - Alternative sources of credit
  - Review actual credit report
  - Credit Scoring
  - HOC Module 2-wkbook- Fannie Mae Knowing & Understanding Credit Workbook

- **Obtaining a mortgage-Roles of a lender**
  - Shopping for a loan product
  - Mortgage terms checklist
  - Loan process (application, documentation loan pkt hand-out, officer, processor, underwriter & closing agent)
  - Good faith estimate/truth in lending forms
  - Borrower's rights & obligation
  - Fair lending laws
  - Understanding rejection of loan application
  - 1st Time Home Buyer Program
  - Predatory Lending

- **Roles of the Realtor**
  - Agency relationship (how they affect you)
  - Costs & commissions- Everything you need to know about them!
  - Multiple listing system
  - Purchase offers (how to write & present offer)
  - Establish trust relationship w/Realtor
  - Fair Housing Laws

- **New Home Search**
  - New vs. older home / Home owner Associations
  - Housing needs, size & features for your family
  - Location & condition
  - Use worksheet & camera
  - Home inspection
    Lead base paint, structural, mechanical, plumbing etc…

- **Negotiating Purchase (w/your Realtor)**
  - Fair market value/What do I offer?
  - Condition of property
  - Repairs needed to be done (Negotiable w/seller)
  - Submitting offer
  - What offer includes
  - Contingencies- What are they?
  - Earnest $$$
  - Title search/ clear title

HOC HOME BUYER EDUCATION
(SESSION 2)

Client Name: _____

Date: _____

INSTRUCTOR: _____

- **Roles of the Title Company**
  - Escrow Agency
  - Title insurance for borrower/lender
  - Legal transfer of property
  - HUD 1
  - Promissory Note
  - Deed of Trust
  - Additional closing documents
  - Recording

- **Prior to Closing**
  - Termite inspection/ treatment
  - Homeowner's Insurance
  - Home warranty
  - Utilities
  - Final walk through/visual inspection
  - Funds in place from all sources
  - Change of address
  - Minimize moving costs
  - Seller's Property Disclosure Statement (SPDS)

- **Immediately after closing**
  - Meet your neighbors
  - Special house file/documents, warranties etc., etc.
  - Safety tips
  - Getting to know your home
  - Removing your name from mailing lists- ***AVOID TEMPTATION!!!***

- **Post Closing – Economics & Maintenance**
  - Energy Conservation
  - Home tool kit
  - Maintain heating/cooling units
  - Do it yourself repairs
  - Joys of homeownership/ $$ maintenance allowance
  - Hiring a contractor
  - Financing home improvements

- **Community Issues**
  - Good neighbor relations
  - City ordinances
  - Block Watch
  - Volunteerism

- **Protecting your financial investment**
  - Adjust monthly budget
  - Plan ahead/prioritize
  - Create an emergency fund
  - Pre-paying & amortization
  - Control spending- Do not let spending control *YOU!!!*
  - What to do in event of default
  - Early communication w/lender
  - Pre-foreclosure counseling
  - Consumer Credit Counseling Services

Date Certificate of Training Issued: _____

Homeowner: Yes [ ] No [ ] **Date of Close:** _____

Applicant: _____

Co-Applicant: _____

Attachment #7
Homebuyer
Assistance Program
Policies & Procedures

City of Avondale Homebuyer Assistance Program
Policies & Procedures
By
Housing Our Communities, Inc. (HOC)
fka Housing For Mesa, Inc. (HFM)

a. Staffing and Administrative Structure

Staffing Practices*

HOC hires staff after completing outreach which includes postings targeted to low and moderate income persons and neighborhoods where they live. Postings shall be advertised with local housing authorities to also target section 8 recipients as well as at the DES offices. All vacancies and recruitments must include a position description including minimum qualifications. All job postings and advertisements for employment must include Equal Opportunity and non-discrimination language. Copies of any position notices or advertisements and proof of publications and contacts must be kept together with all information for the position being filled. HOC will document contact with potential employees when a position is available. A record on interviews, questions asked and replies given for each vacancy must be kept on file for future position requirements. HOC will accept any unsolicited resumes for possible future positions and will notify such candidates of vacancies as they become available.
Interviews for all positions will be conducted by the person in charge of supervising the position to be filled and at least one other staff member. A recommendation will be made to the Executive Director who has authority for final approval for filling positions. Wage and benefit negotiations will be conducted by a representative of the finance/administration department.

New HOC personnel will be required to read and adopt the HOC Corporate Policies and Procedures, which can be found at the corporate offices of HOC. This includes policies such as employment at will, code of conduct, anti-harassment/anti-discrimination, performance, violence, attendance, termination, confidentiality, drug/alcohol, payroll, technology, travel, and medical benefits.

*Found in general HOC Policies & Procedures

b. Marketing and Advertising

HOC uses an Affirmative Marketing Strategy that targets families earning less than 80% of the Area Median Income (AMI). HOC also targets underserved populations such as minorities and female headed households. All notices and advertisements are required to obtain Equal Housing Opportunity logo or slogan in addition to the handicap accessible symbol. Federal fair housing posters shall be posted in the lobby and classrooms where services are provided. HOC shall use a variety of outreach methods to reach the greatest number of people in the community. All outreach materials shall be made available in English and Spanish. A file containing all outreach efforts shall be maintained along with a record of assessment of the results of these efforts (number of households reached,

number of events, dates & times, etc.) The following is a list of outreach methods used by HOC:

- Flyers – distribution through mail, schools, community outreach events, lending institutions, real estate agents, and other non-profit agencies
- Newsletters- HOC has a bi-annual newsletter that is mailed to partners and donors as well as program recipients. HOC also advertises in city newsletters, chamber of commerce mailings, and realtor association newsletters.
- Presentations- HOC targets parent/teacher organizations, headstart meetings, churches, local employers, city employees, and community centers. This can consist of a speaking engagement or a booth to disburse information to the public.
- Television/Radio/Media- HOC advertises on local public television broadcasted to those living in target areas as well as participates in radio broadcasting when requested. HOC submits press releases for events and activities in the program to local media that would be of interest to the community. Newspaper articles and advertising is also utilized as a tool to reach a broad population which includes the Arizona Republic as well as local press coverage.

c. Application Approval and Waiting List Procedures- The Counseling Process

Interested households looking to receive services from HOC will be asked to complete an HOC application. This application is available in English and Spanish. All households must initially come to a homebuyer education course with HOC or show proof of attending a similar course with another HUD approved counseling agency. Items must be completed on the application such as household members, contact information, current living situation, employment history, asset/liability information, and a credit consent form to enable a credit report to be pulled for counseling purposes. The application is also attached to a program description form which outlines all necessary program components and guidelines for the household to be aware of prior to submitting an application.

Applications are received on a first come, first serve basis and will be date/time stamped for counselor use. At the time of application entry, HOC will enter all family information into an online tracking database called CounselorMax® and will be followed by a scheduled pre-purchase counseling appointment with their assigned housing counselor. Counseling staff generally schedule the households for the soonest available counseling appointment. Households will be notified by mail within 7-10 business days of their scheduled appointment. At this time, clients can then call to reschedule or ask any related questions of their housing counselor. If the counselors feel as though schedules are becoming a concern and clients are not being scheduled in a timely manner, a waiting list may be generated by the Director of Education & Counseling. Clients will be notified of this waiting list that will be generated based on the application return date stamped on the application.

Once a housing counseling appointment with the family has occurred, the housing counselor will also enter any related information into the database for tracking purposes. All client documentation collected for each household and or completed by the housing

counselor is maintained in a fire proof, lockable filing cabinet. This can consist of but not limited to pay stubs, tax returns, third-party verifications, verification of employment, verification of rental history, a household budget, bank statements, debt information, credit reports, housing work plan, certificate of authorization forms, and other related housing information. Households who are not ready for homeownership as determined by their housing counselor, will remain on a housing work plan to complete any necessary components (i.e. credit, reducing debts, increasing income/job stability, establish savings, rental history, etc.) This work plan will then be monitored by the housing counselor until the family has resolved all necessary items and will be ready for homeownership. Client readiness is determined on a case by case basis. Once all necessary items are collected and verified to be completed, the family can then move onto the lending component of the program. If the household already possesses a lender approval, all mortgage information will be reviewed by the housing counselor and eligibility will be determined.

d. Financial Underwriting Standards and Eligibility Requirements

- Income – All households will be evaluated by a review of household income using Definition 1: Annual income as defined in 24 CFR 5.609, referred to as "Part 5 annual income" by HUD. Income guidelines for Maricopa County will be used and dependent on household size, the qualifying person must earn below 80% of the Area Median Income (AMI).

- First Time Homebuyer – Any individual and/or his or her spouse who have not owned a home within the last 3 years. This includes the following exceptions: A single parent who has only owned with a former spouse while married, an individual who is a displaced homemaker, or an individual who has only owned a principal residence not permanently affixed to a permanent foundation (mobile home).

- Mortgage Criteria: The following will be reviewed by the housing counselor and verified with a good faith estimate and truth in lending statement. Borrower is responsible for securing their own mortgage however referrals can be made to industry lenders when needed. Each homebuyer must be able to qualify for a 30-year fixed rate mortgage based on household income, credit, employment, and debt. HOC does NOT provide mortgages.

    - Ratios cannot exceed 33/41- total monthly PITI (Principal Interest Taxes Insurance) + HOA (Home Owners Association) cannot exceed the front end ratio of 33% of their gross monthly income; total debt ratio or back end ratio cannot exceed 41%
    - Interest rate and closing costs/fees cannot be excessive (as determined by HOC Counselor)
    - NO negative amortizing loans
    - NO pre-payment penalties
    - NO interest only loans

- Purchase price cannot exceed 95% of the current FHA mortgage limit.

- Other Eligibility Criteria: Borrower must contribute a minimum of $1,000 from their own funds to be used for closing costs. These funds must be documented and in the borrowers personal checking/savings account- these funds cannot be borrowed or gifted in any way. Client must attend a HUD-approved homebuyer education course from HOC or other certified agency, and one-on-one counseling with HOC.

e. **Procurement Procedures -** Please see attachment to these policies for the HOC Organizational Procurement Policies.

f. **Property Inspection Process and Payment Procedures**

- Eligible properties: This will be evaluated once a real estate contract is signed and executed, received by the HOC counseling and property department. Working with the family and the realtor will be crucial during this stage to ensure property is eligible for the HOME program. Funds will be available on first come, first serve basis in order of the real estate contract received and eligibility is determined. Homes must be located inside the city of Avondale; single family, patio, town homes or condominiums are eligible; and cannot be manufactured housing. The housing counselor will calculate all necessary components including purchase price, approved loan amount, subsidy funds, additional closing funds, and verify that the amounts are still within the affordable 33/41 ratio in order for the transaction to continue.

- HQS Inspections: HOC will order an HQS home inspection from an independent home inspector once in the contingency period. Any and all noted Housing Quality Standard repairs MUST be corrected prior to closing by the SELLER, unless the items are related to accessibility requirements. The cost of the home inspection will paid for by HOC upfront and reimbursed by The City of Avondale. If the seller does not agree to fix necessary items, property will not be eligible and therefore will not be eligible for the assistance. If the family chooses to have an additional licensed home inspection it must be ordered and paid for separately.

- Real Estate Agents: The utilized realtor will need to be educated on all necessary requirements prior to bidding on the property to avoid any issues during the contract process. The household has the right to choose their own realtor but it is then the responsibility of the realtor to become educated through the HOC housing counselor on program requirements and eligible properties prior to bidding on a property.

- Environmental Inspections: These inspections will be completed simultaneously with the HQS home inspection by a licensed inspector in the state of Arizona.

This cost will be paid by HOC and receive reimbursement from The City of Avondale.

- Lead Based Paint: If the home is built before 1978, a lead based paint test must be ordered and completed. If any lead is identified, the seller must repair and remediate the issues found in the inspection in order the property to remain eligible under this program. If the seller will not comply, the property will no longer be eligible.

- Payment Procedures: A draw will be submitted to The City of Avondale per property. This will include all eligible costs including homebuyer assistance services, homebuyer education, down payment & closing costs, soft costs, and direct administration of the program. A property set-up request will be submitted at the start of the inspection period for an eligible property. This will notify the city of potential activities on this property. A draw request will be submitted at the time HOC receives all required inspections and rehab is set to be completed by the seller (this will usually take place at the end of the contract contingency period). Any reports or documentation required by The City of Avondale will be submitted at this time for the draw request (receipts, inspections, invoices, counseling and education activity, etc.) HOC will seek to request funds at least 15 days prior to the close of escrow date on the property. This will be completed by the Project Manager and/or Program Development Director. Any funds requested and not utilized will be submitted back to The City of Avondale for use under this contract.

g. Housing Maintenance Counseling

- Post-Purchase Education classes will be offered to program beneficiaries as an added benefit which will cover topics relevant to first time homebuyers such as: budgeting, predatory lending, home maintenance, home improvements, living wills, filing taxes as a homeowner, purchase a car, etc. Clients will be able to attend these classes as long as they remain in their home for the affordability period.

- Ongoing counseling and education is provided to those who have received HOME/ADDI assistance for the term of their primary mortgage or until all obligations to HOC cease. Homeowners will receive HOC newsletters and class mailings announcing schedules of classes and availability of housing counseling staff.

h. Loan closing and Recording

- Down Payment & Closing Costs Assistance: To ensure affordability, HOC will use HOME funds to provide eligible buyers with financial assistance up to $45,000. A maximum of $40,000 can be used for down payment assistance and a maximum of $5,000 to be used for closing costs. These funds will be reserved and

used on an as-needed basis, determined by the housing counselor. Only funds needed for the transaction will be reserved and utilized for the transaction. The settlement statement as provided by the title company will assist in determining if funds are needed for the transaction. If all program funds are drawn down prior to the end of the contract period, a waiting list for funds will be generated by the Director of Education and Counseling, to ensure all participants will be provided with fair and equitable service. Once future funds are made available, the waiting list will then be notified in subsequent order.

- Down payment funds will be held in the form of a due upon sale or transfer, zero interest, zero payment, second mortgage. The closing costs will be provided in the form of a grant. The second mortgage is secured by a deed of trust and promissory note. These documents will be prepared by HOC and given to the title company to record at the time of closing.

- Prior to the closing of an eligible property by a program participant, HOC must provide a pre-close counseling session. This counseling will consist of loan review of all closing documents, certification of program completion, and a final review of all closing funds. This counseling can be provided in person or over the phone depending on the client's availability.

i. Loan Servicing

- HOC will provide post-purchase services for all households that receive HOME funds to purchase their first home. HOC will be listed as the beneficiary on the 2nd note and deed, HOC will be the primary contact if clients wish to sell, refinance, or have other general questions post-purchase. HOC will be available during the period of affordability as well as for the full term of the borrowers first mortgage until the 2nd note with HOC is paid back.

- Foreclosure Prevention counseling will also be offered to any program beneficiaries who find themselves in financial stress over their home mortgage. Topics can include but are not limited to: financial management, income changes, refinancing, remodeling, loss mitigation, loan modification, default, and foreclosure.

j. Lien Release

- Once a client sells the property or refinances to pay back the HOC note, documents of release and reconveyance will be submitted to a title company for recordation. The client will then no longer hold any obligation to HOC or The City of Avondale.

k. Grievance and Quality Assurance :

- The Board of Directors of HOC adopted a policy of non-discrimination, which states that HOC does not discriminate in the admission or access to, or treatment or employment in, its federally assisted programs or activities on the basis of race, color, religion, sex, national origin, disability, or familial status. Further, if any person feels that they have grounds to register a complaint of discrimination on the basis of any of the categories described, that person will have the right to file a written complaint with the president of the agency, who shall review the matter and respond in writing to the complainant. Any requests for special accommodations or accessibility complaints shall be directed to John R. Smith, ADA compliance officer for the corporation.

  If the complainant desires to pursue the matter further, he/she shall make a written request to the Executive Committee of the Board of Directors setting out the grounds for the complaint. At its discretion, the Executive Committee may invite the complainant to meet with them, or it may issue a written response solely on the basis of the written materials presented to it. If a written statement is requested from the staff of HOC, a copy of that document shall be provided to the complainant, who shall be given opportunity to respond. A decision of the Executive Committee shall be considered the final resolution of the matter. In all cases, there shall be prompt resolution of all complaints at every stage of the due process.

l. Program Income and Recapture Provisions

- HOC does not anticipate program income however if program income is received, HOC will follow HOME Investment Partnership Program final rule CFR Part 92.
- HOC will recapture the entire amount of the HOME investment from the homeowner that was used for down payment assistance. These funds will be used for program eligible costs unless otherwise instructed by The City of Avondale.

m. Accounting

- It shall be the policy of HOC to create and maintain accounting, billing, and cash control policies, procedures and records which are consistent with Generally Accepted Accounting Principles (GAAP) and which meet the requirements of state and federal statutes and regulations. HOC accounting, audit, and financial management policies are designed to protect and secure the assets of HOC; ensure the maintenance of accurate records of HOC's financial activities; and ensure compliance with governmental and private funder reporting requirements.

- Executive Director, or his/her designee, will be responsible for compiling monthly and year-to-date reports on all cost centers by revenue source, expense code, and asset and liability account balances. Periodic reports will be provided to The City of Avondale as requested or required by contract. Any significant adjustments or changes in spending policies/budget plans from the original approved budget will

be submitted by the Executive Director to the Board of Directors and The City of Avondale.

- HOC will contract for an independent audit to be performed by a Certified Public Accountant (CPA) at the conclusion of each fiscal year.

n. Refinance and Subordination

- Any refinancing that allows for cash to be taken out of the property, debt consolidation, or an increase in monthly payment requires repayment of the HOME/ADDI funds. Cash out for home improvements will be viewed on a case by case basis and must be thoroughly reviewed by the housing counselor prior to making a determination. The following factors will be considered: use and need of funds, relationship of request to period of affordability, financial burden, change in housing debt ratio, and the amount of equity in the property.

- HOC will only subordinate its position for a favorable change in rate and/or term of the original first note.

- Any exceptions to the above will be made on a case-by-case basis by the housing counselor and executive director.

- Upon transfer of title, the HOME/ADDI funds are due immediately back to HOC (usually from the sale of proceeds).

- Upon disclosure or discovery by HOC or the primary mortgage lender, that the property is no longer the primary residence of the borrower within the operable period of affordability, the funds will become due and payable within 30 days. It is a requirement of the program that this home remain the primary residence of the borrower for the period of affordability.

o. File Retention/Reporting/Program Compliance

- All program related files and records will be kept on-site in fire-safe, locked filing cabinets for the term of the contract and/or until all program files are audited by an independent CPA and The City of Avondale staff. Once this has been completed, HOC send all expired financial and program related information to a secure off-site storage facility to be held for a minimum of five (5) years before being destroyed. All program beneficiary files (family-related filed) will be kept on site permanently or unless instructed to do otherwise by the city. All files, on or off site, are easily accessible upon request.

- Program reporting and compliance will be performed by the Program Development Director in conjunction with the Project Manager and Executive Director. Reports and documentation will be provided upon request as determined by contract. All necessary demographic/household information as well as closing

documents, financial information, and other program related files will also be available as requested by the city.

- All records will be made available to city staff upon request and/or at the time of annual/semi-annual monitoring visits. HOC will be available to accommodate any reasonable request made by city staff in relation to this project.

The above program related policies coincide directly with the adopted organizational policies and procedures. Program related policies for The City of Avondale program have not been adopted by the HOC Board of Directors. If any discrepancies are found, the organizational policies supersede the program related policies due to the board's adoption.

Executive Director

5/29/08
Date

Procurement Standards

(per 24 CFR Part 84 Section 84.84
And
OMB Circular A-110, Attachment O)

These written procedures are established in order to comply with applicable federal laws and executive orders. Specifically, these procedures provide the following standards to ensure that materials and services are obtained in an effective manner for the programs operated by HFM, which receives federal funding. These procedures incorporate by reference the standards set out in 24 CFR part 84 Section 84.84 as well as the following:

A. These are the required standards for use by HFM in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders. No additional procurement standards or requirements shall be imposed by the Federal awarding agencies upon HFM, unless specifically required by Federal statute or executive order or approved by OMB.

1. Responsibilities. The standards contained in this section do not relieve HFM of the contractual responsibilities arising under its contract(s). HFM is the responsible authority, without recourse to the Federal awarding agency, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

2. Codes of conduct. HFM shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in HFM. The officers, employees, and agents of HFM shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, HFM may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

B. <u>All</u> procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

1. HFM shall be aware of conflicts of interest or non-competitive practices among contractors that may eliminate or restrict competition or otherwise restrain trade(s)
2. HFM shall develop/draft specification requirements to avoid unfair competitive advantage and to ensure contractor performance.
3. HFM shall award bids or offers that are most responsive and advantageous to the current federal program with price and other factors considered.
4. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by HFM.
5. Any and all bids/offers may be rejected when it is in the best interest of HFM to do so.

C. The minimum procedural procurement requirements to be followed are:

1. To avoid purchasing unnecessary items

2. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the Federal Government.

3. Solicitations for goods and services provide for all of the following:

   (a) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
   (b) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
   (c) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
   (d) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
   (e) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
   (f) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

4. Positive efforts shall be made by HFM to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. HFM incorporates herein by reference the Minority and Women's Business Enterprise Policy and Procedures for CDBG and HOME Program recipients and shall take all of the following steps to further the goal.
   a) Ensure that qualified small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable,

through solicitation of bidding, professional services, or rehabilitation contracts.

b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c) Consider in the contract process whether firms competing for larger contracts intend to subcontract and require the prime contractor to take the affirmative steps to work with small businesses, minority-owned firms, and women's business enterprises.

d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually, it can then be divided into smaller tasks or quantities so as to permit maximum small businesses, minority-owned firms, and women's business enterprise participation.

e) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority- owned firms and women's business enterprises.

5. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by HFM but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
6. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, "Debarment and Suspension."
7. Recipients shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.

(a) HFM's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of this Circular.

(b) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently $100,000) and is to be awarded without competition or only one bid or offer is

received in response to a solicitation, except for projects completed by HFM's general contract partner.

(c) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

(d) The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under a sealed bid procurement.

(e) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

D) Cost and price analysis. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

E) Procurement records. Procurement records and files for purchases in excess of the small purchase threshold shall include the following at a minimum:

1) basis for contractor selection
2) justification for lack of competition when competitive bids or offers are not obtained
3) basis for award cost or price.

F) Contract administration. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. HFM shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

G) Contract provisions. HFM shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

1) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
2) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

3) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows.

   (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
   (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
   (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
   (d) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

4) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
5) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A of OMB Circular A-110, as applicable.

Attachment #8
Vendor Information Form

VI. VENDOR INFORMATION FORM

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

Housing Our Communities, Inc. (HOC)
AGENCY SUBMITTING PROPOSAL

86-0616399
FEDERAL TAX ID NUMBER

John R. Smith, President & CEO
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

251 W. Main Street, Suite 2
ADDRESS

480-649-1335 480-649-1020
TELEPHONE FAX #

Mesa AZ 85201
CITY STATE ZIP

5/29/08
DATE

WEB SITE: www.housingaurcommunities.org

EMAIL ADDRESS: john@housingaurcommunities.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.

Attachment #9
Acknowledgment of Addenda

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR PROPOSALS
FOR
HOMEBUYER ASSISTANCE PROGRAM
NS 08-026

Addendum No. 1

Housing Our Communities Inc, 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 29 2008
Date

John R. Smith
Print Name

President & CEO
Title

Housing Our Communities, Inc.
Company Name

251 W. Main Street, Suite 2
Address

Mesa, AZ 85201
City, State, Zip Code

END OF ADDENDUM No. 1

868046.1

EXHIBIT B
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[Scope of Work]

See following pages

SCOPE OF WORK

Program Description. The Homebuyer Assistance Program (the "Program") is designed to assist low-income homebuyers who are able to purchase a home based on income, credit and job history but lack the savings to pay the down payment and closing costs. The federal funding source for the Program is the federal HOME and ADDI program.

1. Scope of Work. The Subrecipient will administer the Program funds in accordance with the Code of Federal Regulations 24 CFR part 92 using the following HOME and ADDI funds, subject to availability.

Funding Sources				
Source	Program Income	2008/2009	2009/2010	Total
HOME	$355,065	$85,854	$85,854	$526,773
ADDI	$ 0	$ 1,602	$ 1,602	$ 3,204
Total	$355,065	$87,456	$87,456	$529,977

The Subrecipient shall implement all aspects of the Program including contract administration, marketing, application intake, homebuyer counseling, homebuyer education, loan servicing and long-term compliance. The requirements include, but may not be limited to the following:

a. Providing technical assistance to the general public in connection with the daily operation of the Program.

b. Preparation of written administrative procedures to ensure effective, consistent implementation of the Program.

c. Processing Program applications, including review and screening of such applications with respect to ADDI and HOME regulations compliance, and creating a waiting list of compliant, qualified applicants.

d. Providing formal homebuyer education curriculum.

e. Providing homebuyer counseling to assist new homebuyer with obtaining a mortgage lender and title company and assistance with all aspects of the homebuyer process as necessary.

f. Conducting inspections of homes to ensure they are decent, safe and sanitary and free of lead based paint hazards.

g. Preparation and submission of reports, inspection records, lien releases, warranties, as required by the City.

h. Preparation, maintenance and submission of data and records for semi-annual Contractor and Subcontractor Activity Report as required by HUD.

i. Servicing soft second homebuyer loans.

2. Down Payment and Closing Cost Assistance. HOME funds may be used to pay down payment and closing costs for the purchase of a new home by a first time homebuyer. HOME assistance for down payment may not exceed $40,000. Closing costs may not exceed $5,000. A total of $45,000 is allowed.

3. Eligible Beneficiaries. Eligible beneficiaries of Program assistance are first time homebuyers with a projected annual household gross income that does not exceed 80% of the HUD Area Median Income adjusted by household size at the time the commitment is made to the prospective homeowner. Income must be determined and verified according to Section 8 guidelines. Homebuyers must have sufficient credit and income to obtain a sufficient mortgage to participate in the program. Buyer must contribute a minimum of $1,000 of their own funds. A first time homebuyer is an individual or family that has not owned a home during the three-year period prior to purchase of a home with HOME or ADDI assistance. Divorced or separated single parents and spouses who are have been out of the work force for the purpose of caring for a household are not bound by the three year restriction.

4. Eligible Property Types. Purchased homes must be within the City of Avondale. Eligible property types include single-family homes, town-homes and condominiums.

5. Required Property Standards. Purchased homes must meet all City of Avondale codes and ordinances as well as Housing Quality Standards pursuant to 24 CFR 982.401. The Subrecipient shall inspect (or have inspected by a third party) each home prior to closing. The results of the inspection are to be documented in writing. Work required to correct Code violations or the presence of lead based paint must be documented. If lead is abated lead clearance is to be performed by a certified lead clearance professional. Homes to be purchased must meet accessibility standards if prospective occupants require special accommodations.

6. Maximum Home Price. The purchased homes may not exceed the 203 (b) Mortgage Insurance Limit of the National Housing Act applicable to Maricopa County.

7. Minimum and Maximum State Investments. The maximum investment is $45,000. The minimum investment is $1,000.

8. Terms of Assistance to Homebuyers. Subrecipient must comply with the following terms of assistance to Program homebuyers:

a. Closing Costs Grants. Closing Costs shall be provided in the form of a grant.

b. Down Payment Loans. Down payment assistance must be offered in the form of a loan (as opposed to a grant) due to federal affordability requirements. A purchased home must remain occupied by the assisted low-income family for a "period of affordability" ("POA") corresponding to the level of assistance listed below.

Down Payment Assistance	Period of Affordability/Recapture Period
Under $15,000	5 years
$15,000 to $40,000	10 years

If the home is sold prior to the specified POA a pro-rata share of the assistance must be paid back to the beneficiary. The Subrecipient shall be listed as the beneficiary for all loans. All down payment loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and shall have a term equal to or greater than the affordability period. The Subrecipient may offer the following types of loans:

c. 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 prorata share of principle reduction can be determined monthly or annually. Payment reduction or forgiveness is conditioned upon the beneficiary complying with the Deed of Trust which includes the requirement that the property is maintained in good marketable condition.

d. Deferred Payment Loans. Deferred Payment Loans are interest or non-interest bearing loans that require a 100% lump sum repayment on a certain date or occurrence specified by the Subrecipient. If interest applies it can be collected in installments or at such time the principle if repaid. A common deferred payment method is the "due on sale" loan. Deferred Payment Loans require a repayment of 100% of the original assistance at the time the assisted home is sold.

10. Financial Underwriting. The Subrecipient is to review all primary mortgages prior to providing the assistance to ensure the following: 1) mortgage loans are 30-year fixed interest rate loans; 2) mortgage loans are not sub-prime loans; 3) mortgage loans have reasonable interest in line with current prevailing interest rates; 4) closing costs are not excessive; 5) lender fees are not excessive; and 6) mortgage lender underwriting is using debt ratios not to exceed 33% for the housing payment and 41% for maximum total debt (33/41). The Subrecipient must provide to the City its loan policies, including the criteria for determining whether to offer a forgivable loan or deferred payment loan.

11. Subordination of Down Payment Loan to Primary Mortgage Lender. Subrecipient down payment loan should be in second lien position but may subordinate further if necessary. No Subrecipient shall subordinate its loan position for the purpose of refinancing a primary mortgage if refinancing results in "cash-out" to the homeowner or an increase from the original monthly housing payment.

12. Eligible Costs. Eligible costs are down payment, principle buy-down, closing costs and accessibility improvements.

13. Eligible Soft Costs. Eligible soft costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, property inspection fees, housing counseling fees, Subrecipient services, lead testing services, environmental services, affirmative marketing and building permits.

14. Subrecipient Homebuyer Assistance Policies and Procedures. Subrecipient shall conduct homebuyer assistance activities in compliance with Homebuyer Assistance Policies and Procedures submitted with their Proposal.

a. Staffing and Administrative Structure

b. Marketing and advertising methodology

c. Application approval and waiting list procedures

d. Financial underwriting standards (maximum debt ratio of 33/41)

e. Procurement procedures

f. Construction inspection process and payment procedures

g. Housing maintenance counseling procedures

h. Loan closing and recordation process

i. Loan servicing policies and procedures

j. Lien release procedures

k. Grievance and quality assurance procedures

l. Program income policies and procedures

m. Accounting procedures

n. Refinance and subordination policies

o. File retention procedures.

15. Liaison. The Subrecipient will be expected to maintain communication with City Staff and attend meetings as required with the City and other city, local and federal officials.

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

Schedule of Completion	
Task	Timeline
Start Homebuyer Education Classes	August 31, 2008
Complete 1 Home Purchase	October 31, 2008
Complete 3 Home Purchases	February 28, 2009
Complete 5 Home Purchases	June 30, 2009
Complete 7 Home Purchases	October 31, 2009
Complete 9 Home Purchases	February 28, 2010
Complete 11 Home Purchases	June 30, 2010

17. Subrecipient Homebuyer Assistance Program Policies and Procedures. Subrecipient shall conduct homebuyer assistance activities in compliance with Homebuyer Assistance Program Policies and Procedures submitted with their Proposal.

18. Subrecipient Staffing. The Subrecipient shall assign the following primary and secondary contact for Program transactions.

Primary Contact:
Stacy Neal
Housing Our Communities, Inc.
251 West Main Street, Suite 2
Mesa, Arizona 85201
480-649-1335
stacy@housingourcommunities.org

Secondary Contact:
John R. Smith
Housing Our Communities, Inc.
251 West Main Street, Suite 2
Mesa, Arizona 85201
480-649-1335
john@housingourcommunities.org

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

Andrew Rael
CDBG Manager
1007 South Third Street
Avondale, Arizona 85323
623-333-2715
arael@avondale.org

EXHIBIT C
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HOUSING OUR COMMUNITIES, INC.

[Budget]

See following page.

City of Avondale Budget

Recipient	Housing Our Communities			Date	
Contract No		Contract Period	August 18, 2008 to June 30, 2010	Amendment No.	
Activity	Homebuyer Assistance Program			Amendment	Yes ☐ No ☐
Recipient Address	251 W. Main Street, Suite 2			Zip	85040
Contact Person	Stacy Neal	email	stacy@housingourcommunities.org	Phone	480-649-1335
NFS Representative	Andrew Rael	email	arael@avondale.org	Phone	623-333-2715

Budget amendments must be approved in advance by the City of Avondale.

Budget Line Item or Activity Number	Original Budget HOME Funds	Amendment 1 HOME Funds	Amendment 2 HOME Funds		Total Budget
Personnel/Salaries	$28,510.00				$28,510.00
Direct Administration	$8,165.00				$8,165.00
Classroom Space Rental	$3,600.00				$3,600.00
Program Materials/Supplies	$5,555.00				$5,555.00
Marketing/Outreach	$1,478.00				$1,478.00
Property Related Costs	$9,400.00				$9,400.00
Down Payment and Closing Cost Assistance	$418,204.00				$418,204.00
Minor Rehabilitation	$55,065.00				$55,065.00
Totals	$529,977.00		$0.00	$0.00	$529,977.00

Recipient Authorized Signature (for amendment)	Date	Title	Date

		For City Use Only		
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date

CITY COUNCIL REPORT

SUBJECT:
Materials Purchase Contract for Indian School Road and El Mirage Road Traffic Signal

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a Materials Purchase Contract to Valmont Industries in the amount of $103,755 to pre-purchase traffic signal poles and appurtenances in advance of the installation of traffic signals at the intersection of Indian School Road and El Mirage Road, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 20, 2007, City Council approved a professional services agreement with DMJM Harris for the creation of construction documents for traffic signal and roadway improvements at the intersection of Indian School Road and El Mirage Road.

DISCUSSION:

Shortly after council approved the professional service agreement with DMJM, two (2) nearby developers submitted for development plan approval. The two (2) developments are named Mirabella Apartments and Valley Golf Center. Each development was able to successfully navigate the development services process and has since begun to construct their improvements. Although each site has developed independently, they are both significantly ahead of schedule and anticipate wrapping up their improvements by end of September 2008.

The Mirabella Apartment complex is anticipating obtaining their certificate of occupancy permit as early as October 2008. The opening of this complex will bring a significant amount of additional traffic to the area. The traffic study performed by their engineer warrants a traffic signal at the intersection of Indian School Road and El Mirage Road.

The City construction documents for this signal are very near completion, and considering the developers schedules, City staff recognizes the need to pre-order the traffic signal poles and mast arms for the intersection. Delivery of the traffic signal poles and mast arms is a critical long-lead item. Historically, delivery of Avondale's trombone style signal poles has taken up to sixteen (16) weeks after orders have been placed. The design consultant has prepared the signal pole specifications; and staff has prepared the appropriate contract documents to purchase the poles in advance of the construction contract for this signal. In order to minimize the total construction duration for this project, staff recommends that the City purchase the poles and mast arms in advance of bidding the construction contract. The City will then supply the poles and mast arms to the contractor for installation.

PROCUREMENT PROCESS:

Valmont Industries and Power-Tech Sales are the only approved manufacturers of the City of Avondale's trombone style poles and mast arms. In order to maintain consistency in materials, parts and style, staff recommends a purchase through either vendor. Staff requested quotes from each vendor, and the lowest responsive quote came from Valmont Industries at $103,755. Powe-Tech failed to respond with a quote. The cost breakdown for the equipment from Valmont Industries is shown in the following table:

ITEM	QUANTITY	UNITCOST	TOTAL
Type "R" Trombone Pole w/ 55' SMA & 15'LMA	2	$32,667 ea.	$65,334
Type "Q" Trombone Pole w/35' SMA & 15' LMA	1	$20,673 ea.	$20,673
45' SMA & 15' LMA	1	$17,748 ea.	$17,748
TOTAL COST			**$103,755**

SCHEDULE:

The Engineering Department anticipates issuing a Purchase Order immediately following Council's award of the contract. The supplier has stated that the delivery of the equipment would be 12-16 weeks after acceptance of the Purchase Order.

Bid opening of the contract for the construction of the balance of the street improvements will be September 25, 2008. Staff plans to bring the construction contract before Council on October 20, 2008. The following dates summarize major milestones in the schedule for completion of the design and construction on this project:

PROJECT MILESTONES	TARGET DATES
Advertise for Bids	09/09/08
Pre-Bid Meeting	09/18/08
Bid Opening	09/25/08
Construction Contract to Council	10/20/08
Notice-to-Proceed	11/04/08
Substantial Completions	01/08/09

BUDGETARY IMPACT:

Funding for this project is available in Street Fund Line Item No. 304-1154-00-8420, Traffic Signal – Indian School/El Mirage.

RECOMMENDATION:

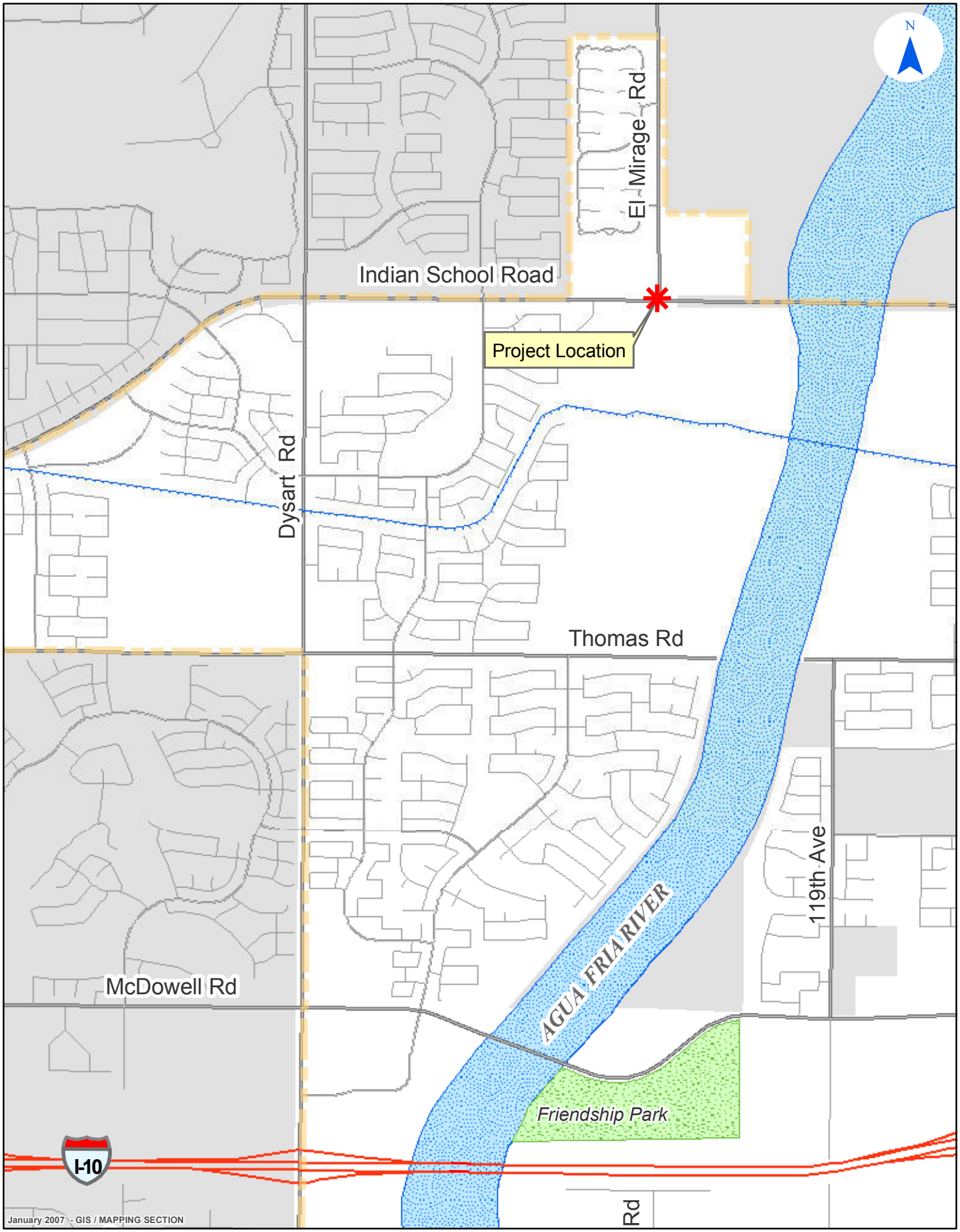
Staff recommends that the City Council award a Materials Purchase Contract to Valmont Industries in the amount of $103,755, to pre-purchase traffic signal poles and appurtenances in advance of the installation of traffic signals at the intersection of Indian School Road and El Mirage Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Quote from Valmont
- PA - Valmont

VICINITY MAP



CITY OF AVONDALE

Indian School Rd. & El Mirage Rd. Proposed Signal

Clark Electric Sales, Inc.

10752 N. 89th Place, Suite 104
Scottsdale, Arizona 85260

Phone: (480) 661-8599 - Fax: (480) 614-0125

Quote Number: 11154 REV: 0

Date:	8/4/2008
To:	PAUL LOPEZ / CITY OF AVONDALE
From:	Lynn Gerveler
Re:	CITY OF AVONDALE TROMBONE ARMS FOR MULTIUSE POLE

Qty	Description	Price	U/M
2	AVONDALE TYPE "R" TROMBONE POLE	$13,304.00	EACH
1	AVONDALE TYPE "Q" TROMBONE POLE	$10,010.00	EACH
2	AVONDALE 55 FT TROMBONE ARM	$18,148.00	EACH
1	AVONDALE 45 FT TROMBONE ARM	$16,533.00	EACH
1	AVONDALE 35 FT TROMBONE ARM	$9,448.00	EACH
4	AVONDALE 15 FT LMA	$1,215.00	EACH

TOTAL: $103,755.00

NOTES:

- **PAINTED COCOA BROWN POWDER COAT**
- **SPEC: CITY OF AVONDALE**
- **ANCHOR BOLTS INCLUDED: YES**
- **SIGN BRACKETS INCLUDED: NO**
- **FOR ABOVE PRICING TO BE VALID ALL ITEMS MUST BE ORDERED.**
- **THIS QUOTATION EXPIRES 45 DAYS FROM THE DATE SHOWN ABOVE. ORDER MUST BE RELEASED WITHIN 60 DAYS FROM TIME OF RECEIPT OF PO.**
- **TERMS: NET 30 DAYS**
- **FOB: VALMONT FACTORY/FULL FREIGHT ALLOWED**
- **SHIP: BASED ON CURRENT BUSINESS CONDITIONS, THE LEAD TIME IS 10-12 WEEKS AFTER ACCEPTABLE APPROVAL AND RELEASE OF THE ORDER. SUBMITTALS WILL TAKE 2-4 WEEKS AFTER RECEIPT OF PURCHASE ORDER. THIS LEAD TIME MAY BE DIFFERENT AT TIME OF RELEASE.**

ADDITIONAL NOTES:

ANCHOR BOLTS ARE WILL CALL.

A resulting purchase order will be made out to Valmont Industries, C/O Clark Electric Sales, Inc.

VALMONT REP: Lynn Gerveler

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VALMONT INDUSTRIES, INC.

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of August 18, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Valmont Industries, Inc., a Delaware corporation (the "Vendor").

RECITALS

A. The City issued a Request for Quotations (the "RFQ") to the two known vendors of "trombone-style" traffic signal poles and related components.

B. The City received only one response to the RFQ from the Vendor (the "Quote").

C. The City desires to purchase traffic signal structural equipment for the Indian School Road and El Mirage Road traffic signal project.

D. The City Manager, in a written determination letter, has determined that the Vendor is one of the two known sources for this type of traffic signal structural equipment and that it would be impractical to solicit bids through the formal bid solicitation procedures.

F. The Vendor intends to use Clark Power Products, Inc., also known as Clark Electric Sales, Inc., as its local representative for the City's purchase of traffic signal structural equipment.

AGREEMENT

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

1. The City shall pay Vendor a price not to exceed $103,755.00 for the purchase of traffic signal structural equipment as set forth in the Price Sheet, attached hereto as Exhibit A and incorporated herein by reference.

2. Delivery by Vendor and Vendor's Representative shall not be later than 180 days from receipt of order by the Vendor and F.O.B., the City's place of business. If a conflict exists between the terms of this section and the Price Sheet, the terms of this section shall govern.

3. In the event of any inconsistency, conflict or ambiguity among the Agreement, the RFQ, and the Quote, the Agreement shall govern.

4. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Vendor**"

VALMONT INDUSTRIES, INC., a Delaware corporation

By:_____

Name:_____

Title:_____

(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 NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____, 2008, by _____ as _____ of VALMONT INDUSTRIES, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Nebraska

My Commission Expires:

_____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VALMONT INDUSTRIES, INC.

[Quote]

See following page.

Clark Electric Sales, Inc.

10752 N. 89th Place, Suite 104
Scottsdale, Arizona 85260

Phone: (480) 661-8599 - Fax: (480) 614-0125

Quote Number: 11154 REV: 0

Date:	8/4/2008
To:	PAUL LOPEZ / CITY OF AVONDALE
From:	Lynn Gerveler
Re:	CITY OF AVONDALE TROMBONE ARMS FOR MULTIUSE POLE

Qty	Description	Price	U/M
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1	AVONDALE 35 FT TROMBONE ARM	$9,448.00	EACH
4	AVONDALE 15 FT LMA	$1,215.00	EACH

TOTAL: $103,755.00

NOTES:

- **PAINTED COCOA BROWN POWDER COAT**
- **SPEC: CITY OF AVONDALE**
- **ANCHOR BOLTS INCLUDED: YES**
- **SIGN BRACKETS INCLUDED: NO**
- **FOR ABOVE PRICING TO BE VALID ALL ITEMS MUST BE ORDERED.**
- **THIS QUOTATION EXPIRES 45 DAYS FROM THE DATE SHOWN ABOVE. ORDER MUST BE RELEASED WITHIN 60 DAYS FROM TIME OF RECEIPT OF PO.**
- **TERMS: NET 30 DAYS**
- **FOB: VALMONT FACTORY/FULL FREIGHT ALLOWED**
- **SHIP: BASED ON CURRENT BUSINESS CONDITIONS, THE LEAD TIME IS 10-12 WEEKS AFTER ACCEPTABLE APPROVAL AND RELEASE OF THE ORDER. SUBMITTALS WILL TAKE 2-4 WEEKS AFTER RECEIPT OF PURCHASE ORDER. THIS LEAD TIME MAY BE DIFFERENT AT TIME OF RELEASE.**

ADDITIONAL NOTES:

ANCHOR BOLTS ARE WILL CALL.

A resulting purchase order will be made out to Valmont Industries, C/O Clark Electric Sales, Inc.

VALMONT REP: Lynn Gerveler

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement with Southwest Umpires Association for Umpire Services

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Daniel Davis, Director of Parks, Recreation and Libraries (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Southwest Umpires Association in the amount of $64,000 to provide umpire services for Softball leagues during the FY 08-09 season and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale has contracted with the Southwest Umpires Association for the past few years. The size of our leagues and the annual expenditures for umpire services did not require a formal Professional Service Agreement. Since Festival Fields has opened our leagues have expanded to the level that the City of Avondale will offer four (4) separate seasons of softball during FY 2008-2009. The increased participation and anticipated expenditures required us to secure formal proposals for this service in accordance with our procurement procedures.

DISCUSSION:

The City of Avondale issued a request for proposals on June 19, 2008 seeking qualified vendors to provide umpire services for the FY 2008-2009 softball seasons. The City of Avondale only received one proposal submitted by Southwest Umpires Association. The City of Avondale has used Southwest Umpires previously and has found their services to be excellent and the proposed fees are competitive in the market.

BUDGETARY IMPACT:

The funding for the umpire Professional Services Agreement was planned and budgeted in the Parks and Recreation operating budget. Payment for these services will be made through league participant fees. The softball leagues and associated cost are 100% cost recoverable.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Southwest Umpires Association in the amount of $64,000 to provide umpire services for Softball leagues during the FY 08-09 season and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Service Agreement - Southwest Umpire Association

SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES ASSOCIATION S.U.A.

THIS SERVICES AGREEMENT (this "Agreement") is made as of August 18, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Southwest Umpires Association S.U.A., an Arizona sole proprietorship (the "Contractor").

RECITALS

A. The City issued Request for Quotation PR 09-012-Q seeking quotations from vendors for umpiring services (the "Quotations Request").

B. The Contractor responded to the Quotations Request (the "Quotation"), a copy of which is attached at Exhibit A, and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for umpire services (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be from September 1, 2008 through August 31, 2009.

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

3. Compensation. The City shall pay Contractor a price not to exceed $64,000.00 for the Services as set forth in the Quotation, attached hereto as Exhibit A and incorporated herein by reference.

4. Payments. The City shall pay the Contractor 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.

6. Contractor Personnel. Contractor shall provide adequately trained and experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.

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. 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.

g. 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.

h. 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.

i. 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 insurance 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 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 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 identified by

referencing the Quotations Request number or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate Quotations Request number or a 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, 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, advertising injury and property damage. 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, employees and volunteers 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 breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. 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 Contractor 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 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 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
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 Contractor: Southwest Umpires Association S.U.A.
13738 West Peck Drive
Litchfield Park, Arizona 85340
Facsimile: (623) 594-5111
Attn: Jeffrey T. Kersch

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 Quotations Request, and the Quotation, 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.

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, City Clerk

"**Contractor**"

SOUTHWEST UMPIRES ASSOCIATION S.U.A., an Arizona sole proprietorship

_____

Jeffrey T. Kersch, Director

(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 Jeffrey T. Kersch as Director of SOUTHWEST UMPIRES ASSOCIATION S.U.A., an Arizona sole proprietorship, on behalf of the proprietorship.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES ASSOCIATION S.U.A.

[Quotation]

See following page.

CITY OF AVONDALE
PROCUREMENT OFFICE
11465 W Civic Center Drive
Suite 250
Avondale, Arizona 85323-6807

RETURN THIS COPY

Company: SOUTHWEST UMPIRES ASSOCIATION
Address: 13738 W. PECK DR.
City: LITCHFIELD PARK State AZ Zip: 85340

REQUEST FOR QUOTATION

QUOTATION NO.	PR 09-012-Q REVISED
USING DEPT	Park, Recreation & Library
DUE DATE	July 1, 2008 - 5:00 p.m.

IMPORTANT QUOTING INSTRUCTIONS

1. Submit your quotation on this form. Fill out completely including delivery.
2. Include descriptive literature as necessary for evaluation.
3. Do not include sales tax, the percent allowed will be indicated on the purchase order.
4. Pricing to remain firm for a period of September 1, 2008 through July 31, 2009.
5. If further information is required before quoting, please call Ruth Espinoza at 623-333-2413

ITEM	DESCRIPTION	LEAGUE CERTIFIED.	QTY & UNIT	UNIT PRICE	EXTENDED PRICE
	Softball Umpiring				
1.	Softball Umpires for 4 seasons of adult softball leagues – men's and co rec – September 1, 2008 through July 31, 2009 10 weeks per season; 4 fields per night; 4 games per field, 4 nights per week (640 games per season) ASA Rules apply	_____	2560/ Game	$ 25.00	$ 64,000.00
	PAYMENT DUE UPON RECEIPT OF INVOICE Payment Terms _____% net _____ IS THIS QUOTATION F.O.B. DESTINATION YES ☒ NO ☐		**Total**	$ 25.00	$ 64,000.00

THIS IS NOT A PURCHASE ORDER

RETURN COMPLETED QUOTATION TO:

CITY OF AVONDALE
PROCUREMENT OFFICE
11465 W Civic Center Drive, Suite 100
Avondale, Arizona 85323-6807
Attn: Ruth Espinoza
Phone; (623) 333-2413
Fax: (623) 333-0240

x Jeffrey T. Kersch
SIGNATURE OF AUTHORIZED AGENT

JEFFREY T. KERSCH — DIRECTOR
TYPED OR PRINTED NAME — TITLE

(480) 940-7515 — 6/29/08
TELEPHONE NO — DATE

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement with Dibble Engineering, Inc. for Traffic Signal Improvements at Avondale Boulevard and Encanto Boulevard Intersection

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Dibble Engineering, Inc. to provide design services for roadway and traffic signal improvements at the intersection of Avondale Boulevard and Encanto Boulevard in the amount of $94,957 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The approved 2008-2009 Capital Improvement Program (CIP) includes a project to design a traffic signal and needed roadway improvements at the intersection of Avondale Boulevard and Encanto Boulevard (see attached vicinity map). Currently, the intersection is not signalized but is controlled with stop signs on Encanto Boulevard at Avondale Boulevard. A traffic signal warranty study was conducted by HDR Engineering which found that a traffic signal at this intersection is warranted.

DISCUSSION:

The scope of services for this project includes:

- Design Survey
- Traffic Signal Design
- Roadway Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

In accordance with the City's Procurement Policy, staff created a three (3) person panel and selected three (3) qualified firms from the current list of pre-qualified firms. All three (3) firms submitted statements of qualifications (SOQs) for the project. After reviewing the SOQs, the panel met again and found Dibble Engineering, Inc to be the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that Dibble Engineering, Inc. is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Dibble Engineering, Inc. for engineering services for the delivery of plans, specifications, and an engineer's estimate for roadway and traffic signal improvements at the intersection of Avondale Boulevard and Encanto Boulevard. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of $94,957 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:
Notice to Proceed – August 2008
Final Design – February 2009

Construction:
Bid Award – March 2009
Begin Construction – April 2009
End Construction – August 2009

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No. 304-1179-00-8001 in the amount of $90,000 and Street Fund Line Item No. 304-1179-00-8200 in the amount of $4,957.

RECOMMENDATION:

Staff is requesting that the City Council approve a Professional Services Agreement with Dibble Engineering, Inc. to provide design services for roadway and traffic signal improvements at the Intersection of Avondale Boulevard and Encanto Boulevard in the amount of $94,957 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Professional Services Agreeement

VICINITY MAP

CITY OF AVONDALE

Avondale Blvd & Encanto Blvd Improvements

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of August 18, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Solicitations for Professional Consultant Selection List" (the "RFQ") seeking Professional Consulting Engineering firms to be considered for a pre-qualified consultant selection list aimed at Capital Improvement Projects during the 2008/2009 and 2009/2010 fiscal years.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for professional services to prepare the final design plan for improvements to be made at the intersection of Avondale Boulevard and Encanto Boulevard in Avondale, Arizona (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 May 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. Valid execution and acknowledgement of the Agreement by the City and by the Consultant shall constitute written authorization to proceed as set forth in the Scope of Work.

3. Compensation. The City shall pay Consultant a price not to exceed $94,957.00 for the Services as set forth in the Fee Proposal, attached hereto as a part of Exhibit A and incorporated herein by reference.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona

with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant 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 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 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 completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the above-cited 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 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 RFQ 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) 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 `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:	Dibble & Associates Consulting Engineers, Inc. 7500 North Dreamy Draw Drive, Suite 200 Phoenix, Arizona 85020 Facsimile: (602) 957-2838 Attn: Kent M. Dibble, 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. 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 contractor. 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.

[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, City Clerk

"Consultant"

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation

By: Steven E. Rex

Name: STEVEN E. REX

Its: COO

(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 July 30, 2008, by Steven E Rex as Chief Operations Officer of DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

Lisa J. Cox
Notary Public - Arizona
Maricopa County
My Commission Expires
April 19, 2009

888127.1

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Scope of Work]

See following pages.

Dibble Engineering

7500 North Dreamy Draw Drive
Suite 200
Phoenix, Arizona 85020
phone 602.957.1155
fax 602.957.2838
www.dibblecorp.com

July 14, 2008

Mr. Chris Hamilton
Engineering Project Manager
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323-6804

Re: Engineering Cost Proposal (Revised)
Avondale Boulevard & Encanto Boulevard Intersection Design

Dear Chris:

Thank you for giving Dibble Engineering the opportunity to prepare the final design plans for the City of Avondale. After reviewing the project with you, we have prepared the attached scope of work and proposed fee.

A revised design fee has been prepared for the **final design and bid document preparation** for improvements to the Avondale Boulevard and Encanto Boulevard intersection. The lump sum design fee of $81,750 includes survey, roadway design, drainage modifications and traffic signal design, with $8,250 in allowances for post design services and TCE legal descriptions, for a total design contract fee of $90,000. As directed by the City, an additional $4,957 is included for intersection design for a total contract fee of $94,957. A full scope is also included herein under Exhibit A.

If you have any questions, please feel free to call me at 602.975.1155.

Sincerely,

DIBBLE ENGINEERING

Kent M. Dibble

Kent M. Dibble, P.E.
Project Principal
Enclosures

July 14, 2008
Dibble Engineering

Design Lump Sum plus Allowances

City of Avondale
Avondale Blvd & Encanto Blvd Intersection Design

Contract No.: ST1179

ESTIMATED MANHOURS WORKSHEET

TASK	PROJ PRIN	PROJ MGR	PROJ ENGR	ENGR /DES	DR/ CADD	SURVEY CREW	CLER	OUTSIDE SERVICE	TOTAL HOURS
Phase 1 - Design of Intersection									
Task 2 - Data Collection		2	4	8					14
Task 3 - Utility Coordination		2	14	42	10				68
Task 4 - Progress Meetings		8	12	4					24
Task 5 - Project Management	1	2	4						7
Task 6 - Design Survey		4	16	6	40	55			121
Task 7 - Right-of-Way Survey /Legal Descriptions		2	34	2	26	10			74
Task 8a - Prepare Roadway/Drainage Plans		2	44	60	82		2		190
Task 8b - Specifications		1	2	4					7
Task 8c - Estimates		1	2	9					12
Task 10 - Drainage Report/Plans		2	8	16			8		34
Task 11 - Traffic Signal			2		2				4
Task 12- Striping & Signing Plans			2	16	24				42
TOTAL	1	26	144	167	184	65	10	0	597

FEE PROPOSAL DERIVATION WORKSHEET

Project Principal	1 Hours @	$150.00	=	$150.00
Project Manager/Senior Engineer	26 Hours @	$140.00	=	$3,640.00
Project Engineer/RLS	144 Hours @	$120.00	=	$17,280.00
Designer/Engineer	167 Hours @	$105.00	=	$17,535.00
Technician/Drafter	184 Hours @	$80.00	=	$14,720.00
Survey Crew	65 Hours @	$130.00	=	$8,450.00
Secretary/Clerical	10 Hours @	$45.00	=	$450.00
			=	
			=	
	TOTAL		=	$62,225.00
ESTIMATED ALLOWANCE FOR DIRECT COSTS				
(Listed by Item at Estimated Actual Cost -NO MARKUP)				
Mileage				$331.00
Printing Services - Thomas Reprographics				$1,340.00
	Subtotal Allowance for Direct Costs			$1,671.00
ESTIMATED ALLOWANCE FOR OUTSIDE SERVICES/CONSULTANTS				
Traffic Signal & Lighting Design (AMEC Infrastructure)				$17,854.00

	Subtotal Subconsultants			$17,854.00
	TOTAL DESIGN W/OUT ALLOWANCES			$81,750.00
ESTIMATED ALLOWANCES				
Post Design Services ALLOWANCE				$2,000.00
Right-of-way Legal Descriptions (more than 5) ALLOWANCE	3 @	$750.00	/legal	$2,250.00
Extra Work ALLOWANCE				$4,000.00
	Subtotal Allowances			$8,250.00
TOTAL ESTIMATED COST				$90,000.00
Additional Intersection Design				$4,957.00
TOTAL ESTIMATED FEE (rounded)				$94,957

SCOPE OF WORK

PROJECT TITLE: **Avondale Blvd & Encanto Blvd Improvement Project**

PROJECT NO.: ST 1179

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Design a traffic signal and minor roadway improvements at the intersection of Avondale Blvd and Encanto Blvd. The roadway improvements will consist of improving the intersection to its ultimate conditions. There will also be right-of-way dedication involved to obtain the needed right-of-way on the two parcels on the west side of Avondale Blvd. There will be coordination with all utility companies as well as the undergrounding of overhead SRP electric.

A. BACKGROUND

The intersection of Avondale Blvd and Encanto has been improved in three phases. The first was the SWC with the Garden Park subdivision however the existing SRP structure was not relocated. Next, Donatella Subdivision improved the SEC to its ultimate conditions. This was followed be a City project that placed the curb in the ultimate location on the NEC. The intersection currently functions with stop conditions on Encanto Blvd and free flowing traffic on Avondale Blvd.

B. GENERAL TASKS

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

- City of Avondale Standard Details and Specifications
- MAG Uniform Standard Specifications and Details
- 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 paving plans, *water plans, sewer, grading etc.)*

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 utilitze as-built data to locate utilities on the base file. The CITY will assign the utility designation to an on-call utility locator, as desired, to detail all existing utility data and transmit. 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 und subsurface which may affect equipment or materials installation

6. 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%, 100% and final submittal and Final plans to each utility company 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 roadway improvements. DESIGN CONSULTANT shall incorporate the utility company and private developer construction requirements into the bid documents.

7. 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 roadway improvement identifying a time line for relocating their facilities.

8. 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.

9. DESIGN CONSULTANT shall identify utility easements and provide legal descriptions to the CITY, between the 30% and 60% design completion, to facilitate land acquisition during the design phase.

10. At the 30% design submittal, DESIGN CONSULTANT shall develop a utility strip map showing all existing and proposed utilities designed by others i.e. SRP, Southwest Gas, etc., and existing and proposed easements for each utility provided by utility stakeholders, to include parcel numbers and addresses, at a scale of 1"=20' H.

11. 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.

12. 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%) and provide a strip map showing proposed City and private installations, and existing and proposed easements.

13. 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%) and provide a strip map showing proposed City and private installations.

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

15. DESIGN CONSULTANT shall ascertain ADOT style Utility Clearance letters from each utility stakeholder for the project. (This item may not be stricken from contract)

16. DESIGN CONSULTANT shall coordinate with nearby projects/stakeholders

B 4.0 PROGRESS MEETINGS

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

    a. Progress Meetings will take place after the 30%, 60% and the 95% submittals. Design Consultant will coordinate the progress meetings once all comments from the City have been evaluated to by the Design Consultant.

b. Comment Resolution Meetings may be held, in lieu of the schedule Bi-Weekly Progress Meetings no later than two weeks after redlines are returned to DESIGN CONSULTANT at each plan submittal.

c. Utility Coordination Meetings shall be held at project kickoff, at each plan submittal, and as needed.

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

B 5.0 PROJECT MANAGEMENT

1. DESIGN CONSULTANT shall prepare monthly progress reports; perform regular 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 at the 30% 60% design stages and upon significant deviation in accordance to Section E. PROJECT SCHEDULE.

2. Provide Invoicing statements per City of Avondale requirements

B 6.0 DESIGN SURVEY

DESIGN CONSULTANT shall perform all project survey as detailed below:

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 perform a full topographic and planimetric survey of all existing features including but not limited to curb and gutter, median 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 methods may be used where properly controlled, verified and supplemented by conventional ground survey.

3. SURVEY LIMITS:

   a. DESIGN CONSULTANT shall take pavement elevations at the centerline known or center of (road) at 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 a distance of 80 feet from the centerline of Avondale Blvd and 70 feet from the centerline of Encanto Blvd, except where block walls prevent further width.

      - 800 feet north and south on Avondale Blvd for the centerline of Encanto Blvd.
      - 500 feet west of Avondale Blvd on Encanto Blvd.
      - 500 feet east of Avondale Blvd on Encanto Blvd.
      - Minimum of 200' beyond these survey limits on both sides for striping.

   b. DESIGN CONSULTANT shall take elevations at the rim & inverts of all catch basins, manholes, pipes and all water valve nuts within the project limits. DESIGN CONSULTANT shall establish temporary benchmarks as necessary at 500 feet intervals along Avondale Blvd and Encanto Road for the length of the project.

4. 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.

B 7.0 RIGHT-OF-WAY SURVEY

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. 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. SURVEY: A field survey shall be performed. The survey shall conform to the Minimum Standards for Arizona Land boundary surveys as adopted by the State Board of Technical Registration. Survey limits will be sufficient to substantiate ROW acquisition and document existing ROW. If necessary the survey will extend beyond project corridor to recover sufficient evidence to support ROW documentation. The field survey shall make a reasonable attempt to find any existing corner monumentantion relevant to roadway, private property parcels, canal railroad ROW adjacent to the project as well as all street centerline monumentation. Found monuments will be tied to the survey and if

not found, so noted. Preliminary results of survey (ROW Strip map) will be prepared to support the initial design and final Results of survey prepared and submitted with the final plans.

3. At Preliminary (15%) 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 on Avondale Blvd between Palm Lane and Virginia Lane and 300 feet west and 300 feet east on Avondale Blvd and which displays all APN# address lot owners. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition, permanent drainage easements TDE's, PUE's, temporary construction easements, and utility easements and shall include a list of identified properties and property rights.

4. 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, but is not limited to:

    i. The preparation of four (4) written legal descriptions and exhibits, or as many as needed, for the acquisition of permanent right of way. If more than four (4) legal descriptions necessary for right of way acquisition, the cost for such additional work will be paid from the allowance included in the Contract Price.

    ii. The preparation of two (2) written legal descriptions and exhibits, or as many as needed for permanent drainage easements. If more than two (2) legal descriptions necessary for drainage easements, the cost for such additional work will be paid from the allowance included in the Contract Price. Legal descriptions and exhibits shall be accompanied by volumetric calculations, and shall define that portion of the retention which is required to be retained by the subject property and that portion which is retained for adjacent properties.

    iii. The preparation of written legal descriptions and exhibits, as needed, for temporary construction easements. The cost for such work will be paid from the allowance included in the Contract Price.

    iv. The preparation of written legal descriptions and exhibits, as needed, for utility easements. The cost for such work will be paid from the allowance included in the Contract Price.

1. 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, a draft drainage report, and 30% design plans for all acquisitions and easements. A final R/W exhibit will be required at the 30% submittal stage.

2. DESIGN CONSULTANT shall field stake right-of-way twice monumenting the final ROW as shown on the Record of Survey, at the direction of the CITY's Project Manager.

B 8.0 PLANS, SPECIFICATIONS AND ESTIMATES

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
- Paving Plans (1"=20'H/1"=2' V) – See Task 11 for additional information
- Striping and Signing Plans (1"=40') – See Task 13 for additional information
- Traffic Signal Plans – See Task 14 for additional information per city standards.
- Utility Relocation Plans (if required, by others)
- Results of Survey and Control diagram

2. DESIGN CONSULTANT shall submit plans at the 30%, 60% 95% and 100% stages. The plan submittals will follow the checklists provided by the CITY.

3. At the 60% plan submittals, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format.

4. 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.)

5. 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.

6. DESIGN CONSULTANT shall prepare cross sections and earthwork quantities determined, with the intent to provide a balanced earthwork project.

7. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements will not be used for pay items.

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.

B 9.0 PAVING PLAN/PROFILES

1. DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout and Paving Plan & Profile Sheets using design right-of-way needs for a major arterial (City of Avondale Standard Detail A1004, A1003)

2. DESIGN CONSULTANT shall prepare paving and profile plans at a scale of 1"=20' horizontal and 1"=2' 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 curb and gutter grades, benchmarks and underground utilities.

B 10.0 DRAINAGE PLANS

1. DESIGN CONSULTANT shall prepare a drainage analysis to define the new runoff expected as a result of the Avondale Blvd construction and recommend the drainage improvements required.

2. DESIGN CONSULTANT shall prepare drainage calculations for all undeveloped areas adjacent to Avondale Blvd. The project stretch has been partially constructed by private developers constructing the half street improvements adjacent to their developments.

3. DESIGN CONSULTANT shall perform drainage calculations and incorporate them into a Draft Drainage Letter to accompany the 30% plan submittal. The limits of analysis shall be to existing improvements. DESIGN CONSULTANT shall verify that the existing basins constructed along Avondale Blvd within the project limits match the as-built plans. The Draft Drainage Letter shall identify proposed retention basins and any required drainage easements. This report shall document all calculations certifying that the proposed design meets the design criteria.

4. DESIGN CONSULTANT shall incorporate comments received from the Draft Drainage Letter into a Final Drainage Letter between the 30% and 60% plan submittals.

5. DESIGN CONSULTANT shall submit legal descriptions and exhibits for drainage easements, including volumetric calculations, to the CITY between 30% and 60% plan submittals.

B 11.0 TRAFFIC SIGNAL PLANS (all other sections apply to B 11.0)

1. DESIGN CONSULTANT shall conduct traffic signal warrant analysis and design traffic signals for the intersection of Arterial/Major Collector intersection in accordance with applicable City of Avondale Traffic Signal Standards and Specifications.

2. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing traffic signals, traffic control equipment, existing underground conduit, etc.

3. DESIGN CONSULTANT shall coordinate traffic signal design with Salt River Project (SRP) and to define a power source to serve the new relocated traffic signals.

4. DESIGN CONSULTANT shall design the layout of the signal pole and controller locations for the intersection described above at the 30% and 95% plan stage. The Signal Design Plans shall be produced at a 1" = 20' scale and include the following sheets:

   a) Title Sheet
   b) General Signal Layout Sheet w/general notes
   c) Signal Interconnect/Fiber Optic Layout Plan Sheet (if applicable)
   d) Special Documents (if applicable)
   e) Traffic Signal Quantity and Detail Sheet including Phasing Diagram, Cameras and Wiring Diagram w/construction notes
   f) Signing & marking plan w/construction notes

   g) *Utility Coordination*
      - identification of power source point of delivery with SRP.
      - coordination with project team to identify electrical changes, impacts, and definition of the point of service for signal.

   h) *Signal Design* will be based on the ultimate intersection improvements provided by Dibble. Clarification on interconnect of signal and type of connection will need to be defined.

B 12.0 STRIPING AND SIGNING PLANS

1. DESIGN CONSULTANT shall develop preliminary traffic signing and striping plans for this project at the 30% plan stage. DESIGN CONSULTANT shall finalize the traffic signing and striping plans at the 95% plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:

a. General Striping Notes sheet (including a striping quantities) and legend of both signs & markings. Markings Labels per "MCDOT Pavement Marking Manual)
b. General Signing Summary and Notes
c. Striping and Signing plan sheets

B 13.0 UTILITY LOCATING SERVICES (POTHOLING)

1. 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.

2. DESIGN CONSULTANT shall coordinate with the City of Avondale and the City's representative utility locating service. The utility locating service will 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. The utility locating service shall identify the pothole number, northing, easting and elevation of the staked location. The utility locating service shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.

C. CONSTRUCTION DOCUMENTS

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

Construction Document	30% Stage	60% Stage	95% Stage	100% Stage
Face Sheet	P	F	F	S
Design Sheet/Index		P	F	S
Special Detail Drawings		P	F	S
Typical Roadway Sections	P	F	F	S
Geometric Configuration	P	F	F	S
Paving Plan & Profile Sheets	P	F	F	S
Drainage Plans & Details	NA	NA	NA	NA
Intersection Plans & Details	NA	NA	NA	NA
Utility Plan/Profile/Details	NA	NA	NA	NA
Traffic Signal Plans & Details		P	F	S
Signing and Pavement Marking Plans & Details		P	F	S
Roadway Cross Sections	NA	NA	NA	NA
Quantity & Cost Estimate	P	P	F	S
Special Provisions		P	F	S
Drainage Report	P	P	F	S
Geotechnical Report		P	F	S
Right of Way Legal Descriptions	P	F	S	S
Right of Way Strip Map	P	F	NA	NA
Utility Strip Map	P	P	F	NA

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

C 1.0 PRELIMINARY (30%) PLANS

1. DESIGN CONSULTANT shall submit to the CITY three (3) full size sets of construction plans, four (4) half size sets of construction plans, three (3) copies of the draft drainage report, three (3) copies of the draft geotechnical report, two (2) copies of the "Testhole Data Summary Sheet", six (6) copies of the construction cost estimate, four (4) copies of the outline special provisions, two (2) copies of the final right-of-way strip map, two (2) copies of the utility strip map, and plan checklists and four (4) Engineer's estimates. 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 upon request 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 2.0 RIGHT-OF-WAY SUBMITTAL

1. DESIGN CONSULTANT shall submit three (3) copies of the final drainage reports, the final legal descriptions for acquisitions, drainage easements, utility easements, and TCEs, two (2) copies of the final right-of-way strip map, two (2) copies of the utility strip map, and tie into COA datum. Typical for all submittals

C 3.0 PRELIMINARY (60%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 30% redlines, eight (8) copies of 30% plan comments and annotated comment sheet, three (3) full size sets of construction plans, four (4) half-size sets of construction plans, two (2) copies of the sealed drainage report, three (3) copies of the final geotechnical report, six (6) copies of the construction cost estimate, six (6) copies of the technical special provisions, plan checklists, one (1) copy of the final right-of-way strip map, two (2) copies of the utility strip map and four (4) Engineer's estimates In addition, DESIGN CONSULTANT shall send one (1) full size sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall upon request 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 4.0 PRE-FINAL (95%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 60% redlines, eight (8) copies of 60% plan comments and annotated comment sheets,

two (2) full size sets of construction plans, six (6) half size sets of construction plans, six (6) copies of the construction cost estimate, four (4) copies of the final technical special provisions, plan checklists, one (1) copy of the final right-of-way strip map, two (2) copies of the utility strip map and four (4) Engineer's estimates. In addition, DESIGN CONSULTANT shall send one (1) full size sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall upon request 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 5.0 FINAL (100%) CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the pre-final plan review. 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 with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction cost estimate and bid schedule, one (1) copy of the final right-of-way strip map.

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.

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.

Notice To Proceed	0
Data Collection	NTP + 4 Weeks
Submit 15% Roll Plot	NTP + 8 Weeks
Submit 30% Plans	NTP + 12 Weeks
Submit ROW Acquisition Documents	NTP + 12 Weeks
Submit 60% Plans	NTP + 18 Weeks

Submit 95% Plans	NTP + 22 Weeks
Submit Final Plans	NTP + 24 Weeks
Bidding	NTP + 28 Weeks

1 DESIGN CONSULTANT shall adhere to the production 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. The schedule is based on a two week review period by the agencies.

F. QUALITY CONTROL –

DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

G. Fee Schedule/Man hour Breakdown

See Attached

July 9, 2008

Mr. Drew Spear, P.E.
Project Manager
Dibble Engineering
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4669

Subject: Avondale Blvd & Encanto Blvd Intersection Improvement
Project No: ST 1179
Traffic Signal Design Proposal

Dear Mr. Spear:

Thank you for the opportunity to submit this proposal to provide professional traffic engineering services on the referenced project. Based on our email correspondence and meeting, held on July 3, 2008 at the City of Avondale and comments received July 9th, we understand the following:

1. Signal Warrant Analysis is not necessary. Study will be provided by Avondale.
2. Traffic signal design will be done to ultimate intersection configuration.
3. Interconnect signal design is limited to installing the infrastructure (conduit/pull boxes) at the immediate intersection and installing wireless communication.
4. Intersection geometry will consist of setting the curb returns in the ultimate location and transitioning pavement to match existing. An interim striping condition until the full width of Avondale can be improved is expected to be necessary.
5. Dibble will be responsible for providing all survey, existing and proposed right of way, geometric improvement design; utility coordination, mapping, and planned improvements, and striping and signing to AMEC for design purposes.
6. AMEC will prepare 60%, 95%, and 100% (sealed) construction plans.

Based on our understanding, we have provided a detailed scope and fee for your review and comment. We look forward to working with you real soon. Do not hesitate to call me at 602-343-2403 or via e-mail kim.carroll@amec.com with any other questions or comments.

Sincerely,
AMEC

Kimberly Carroll, P.E. PTOE
Traffic Engineering Manager

AMEC Infrastructure, Inc.
2001 W. Camelback Road, Suite 300
Phoenix, Arizona 85015
Tel (602) 343-2400
Fax (602) 343-2499 www.amec.com

Attach.

SCOPE OF WORK

This scope is prepared as a supplement to the scoping document provided by Dibble and the City of Avondale.

A. BACKGROUND

Based on our email correspondence and meeting, held on July 3, 2008 at the City of Avondale and comments received July 9, 2008, we understand the following:

- Signal Warrant Analysis is not necessary. Study will be provided by Avondale.
- Traffic signal design will be done to ultimate intersection configuration.
- Interconnect signal design is limited to installing the infrastructure (conduit/pull boxes) at the immediate intersection and installing wireless communication.
- Intersection geometry will consist of setting the curb returns in the ultimate location and transitioning pavement to match existing. An interim striping condition until the full width of Avondale can be improved is expected to be necessary.
- Dibble will be responsible for providing all survey, existing and proposed right of way, geometric improvement design; utility coordination, mapping, and planned improvements, and striping and signing to AMEC for design purposes.
- AMEC will prepare 60%, 95%, & 100% (sealed) plans.

B. GENERAL TASKS

B 1.0 ***General Requirements***

B 2.0 ***Data Collection***

City/Dibble to provide copy of data collected, including as built drawings, existing right of way mapping, and utility mapping.

B 3.0 ***Public Utility Coordination:***

1. AMEC will coordinate with Dibble to obtain existing and planned utility line work necessary to avoid potential conflict with signal equipment.
2. AMEC will obtain, review, and address utility comments, to be provided by Dibble, at each stage that could impact signal design.

B 4.0 ***Progress Meetings:***

For the purposes of this proposal, it is assumed that AMEC will only attend three (3) comment resolution meetings after 30%, 60%, & 95% redlines are received. The hours include preparation for, attending, and travel. All meeting documentation is assumed to be prepared by Dibble Engineering.

B 5.0 ***Project Management:***

This task includes eight (8) hours of project monitoring/maintenance, invoicing, and general coordination with the Client over the 28 week period schedule identified in Section E.

AMEC Infrastructure, Inc.
2001 W. Camelback Road, Suite 300
Phoenix, Arizona 85015
Tel (602) 343-2400
Fax (602) 343-2499 www.amec.com

B 6.0 **Design Survey**

All CADD and survey design files will be provided by Dibble Engineering. AMEC will coordinate with Dibble Engineering to obtain CADD/survey files.

B 7.0 **Right-of-Way Survey**

1. All existing and proposed right of way design files will be provided by Dibble Engineering.
2. AMEC will coordinate with Dibble Engineering to obtain existing and planned right of way.

B 8.0 **Plans, Specifications and Estimates**

See Section B 11.0 for traffic signal plans special and estimate.

B 9.0 **Paving Plan/Profiles**

All work associated with this task by Dibble Engineering. Dibble will provide AMEC will roadway design files.

B 10.0 **Drainage Plans**

All work associated with this task by Dibble Engineering.

B 11.0 **Traffic Signal Plans**

1. Signal Warrant analysis and documentation is not included in this scope of work.
2. Site Visit will be conduct by AMEC and consist of inventorying existing roadway features, existing traffic control, underground conduit, and visible design and utility constraints that could impact the design. AMEC will meet with City Staff to request the existing pull box lids be opened to define existing conduit size, number, and direction.
3. AMEC will meet with SRP representative to define power source opportunities based on the existing conditions and proposed improvements. Meeting will be schedule after approval by project team of intersection geometric improvements.
4. AMEC will prepare the traffic signal construction plans, specifications, and cost estimates. Signal design files will be done in AutoCAD and submitted to Dibble Engineering at each stage. Plans will be submitted at 60%, 95%, & 100%. Signal Plans will be produced at 1"=20' scale and include the following sheets:

    a. Traffic Signal Cover Sheet
    b. General Notes/Details Sheet
    c. Traffic Signal Layout Sheet
        - i Signal Design is based on ultimate intersection configuration and striping layout provided by Dibble. Design files provided by Dibble.
        - ii Signal Design will be done in accordance with Avondale signal guidelines and specifications.
        - iii Trombone Style signal equipment will NOT be used at this ½ mile location. ADOT style signal poles and arms will be

specified. Equipment will be painted in accordance with Avondale specifications.

iv AMEC will prepare the traffic signal specials and estimates.

d. Pole Layout and Conductor Schedule Sheet

e. Signing & Marking plan w/ construction notes (By Dibble)

B 12.0 ***Striping And Signing Plans (By Dibble)***

B 13.0 **Stormwater Pollution Prevention Plans (By Dibble)**

B 14.0 **Geotechnical (By Dibble)**

B 15.0 **Phase I Environmental Site Assessment (ESA)(By Dibble)**

B 16.0 **Utility Locating Services (Potholing)(By Dibble)**

C. CONSTRUCTION DOCUMENTS

Traffic Signal Plans will be submitted in 60%, 95%, & 100% (sealed) stages. The hours associated with this consist of man hours necessary for reproduction and submittal.

C 1.0 **Alignment (15%) Plans**

1. AMEC will produce plans at this stage and therefore is not included.

C 2.0 **Preliminary (30%) Plans**

1. AMEC will not produce plans at this stage and therefore is not included.
2. AMEC will provide Dibble with an electronic signal design layout based on the alignment at 30% stage for illustration, constraint identification, and commenting purposes.

C 3.0 **Right of Way Submittal (By Dibble)**

C 4.0 **Preliminary (60%) Plans**

1. Upon completion, AMEC will submit three (3) full size copies, four (4) half size sets to Dibble Engineering for distribution purposes, one (1) hard copy of the signal specials, and one (1) hard copy of the signal cost estimate. A PDF set of each document will also be prepared and submitted electronically to Dibble Engineering.

C 5.0 **Pre-Final (95%) Plans**

1. AMEC will respond to comments received from 60% submittal.
2. Upon completion, AMEC will submit three (3) full and four (4) half size traffic signal construction plan sets to Dibble Engineering for distribution purposes. AMEC will also provide one (1) hard copy of the signal specials, and one (1) hard copy of the signal cost estimate for Dibble's reproduction and distribution.
3. Electronic design files, including a PDF of all documents, will be provided to Dibble Engineering for distribution.

C 6.0 **Final (100%) Construction Documents**

1. AMEC will respond to comments received from 95% submittal.
2. AMEC will provide full size sealed Mylar set of the signal plans for reproduction purposes by Dibble.
3. Electronic design files, including a PDF of all documents, will be provided to Dibble for distribution.

D. POST DESIGN SERVICES

D 1.0 AMEC will assist Dibble Engineering by attending the pre-bidding meeting.

D 2.0 AMEC will assist Dibble Engineering during construction to assist with answering RFI's. An allowance of 16 hours is included in the fee estimate. Should additional hours become necessary, AMEC will notify Dibble in writing.

D 3.0 As Built Plan production, inspections, construction management and participation in construction meeting is NOT included in this scope of work.

E. PROJECT SCHEDULE

AMEC can begin work on this project upon receipt of a signed copy of the contract, and receipt of the data/electronic design files to be provided by the Client described herein. Schedule is subject to receipt of design files to be provided by the Client at each stage.

Changes requested upon initiation of design could impact the schedule identified herein. AMEC will notify the Client of schedule changes is necessary as a result of requested changes.

F. QUALITY CONTROL

There is not additional fee associated with this item. Quality Control is built into each task and stage of the project.

G. FEE SCHEDULE / MAN HOUR BREAKDOWN

The services identified in this proposal will be completed for lump sum fee of ***"$17,854.00"***, which includes a budget of $440.00 for expenses related to mileage, delivery and printing . The lump sum fee is based specifically on the scope of work identified here and outlines the tasks, hours, and expenses presented in Exhibit A.

Dibble Engineering will be invoiced monthly for services rendered during the preceding calendar month. Invoices will identify percent of work complete and description of work for services rendered through the billing cycle.

Changes or additions to the scope may generate the need for redesign and/or documentation revisions. AMEC will notify Dibble engineering if and when it is determined that work beyond the scope will be required. Only upon approval will the out of scope work be completed.

All services agreed to be out side the scope of work will be completed and paid for on a time and materials (T & M) basis and invoiced in accordance with the following hourly rate schedule:

Senior Project Manager ..... *$175/Hr.*
Project Engineer (PE) Jr. ..... *$105/Hr.*
Traffic EIT II ..... *$90/Hr.*
Sr. CAD Designer ..... *$90/Hr.*
Administrative ..... *$63/Hr.*

EXHIBIT A-CITY OF AVONDALE
ST 1179 - Avondale Blvd & Encanto Blvd Intersection Improvement Project
Traffic Signal Design Fee Estimate

amec

Revised by AMEC on July 9, 2008

TASK	TASK DESCRIPTION	ESTIMATED MAN HOURS						LABOR FEE
		SR PM @ $175/HR	PE @ $150/HR	TRAF EIT II @ $90/HR	Sr. CAD @ $60/HR	ADMIN @ $55/HR	TOTAL HOURS	
B	**GENERAL TASKS**							
	B 2.0 - DATA COLLECTION	-	-	-	-	-	-	$ -
	B 3.0 - PUBLIC UTILITY COORDINATION	-	-	-	5.00	-	5.00	$ 450.00
	1. AMEC coordination w/ Dibble	-	-	-	3.00	-	3.00	
	2. Obtain & address utility comments (60%, 95%)	-	-	-	2.00	-	2.00	
	B 4.0 - PROGRESS MEETINGS	9.00	-	-	-	-	9.00	$ 1,575.00
	Comment resolution meetings (30%, 60%, 95%)	9.00	-	-	-	-	9.00	
	B 5.0 - PROJECT MANAGEMENT	6.00	-	-	-	2.00	8.00	$ 1,176.00
	Monitoring/Maintence/Invoicing/General Coordination	6.00	-	-	-	2.00	8.00	
	B 6.0 THRU B 10.0 (BY DIBBLE)	-	-	-	-	-	-	$ -
	B 11.0 - TRAFFIC SIGNAL PLANS	7.00	16.00	12.00	77.00	-	112.00	$ 10,915.00
	Field Investigation	-	-	-	3.00	-	3.00	
	SRP/AMEC Electrical Service Meeting	-			3.00	-	3.00	
	Coordination/Collect Design Files (Plans/Survey/ROW/RDWY/Striping)	-	-	-	1.00	-	1.00	
	Traffic Signal Design Layout	-	1.00	6.00	-	-	7.00	
	Traffic Signal Plan Sheet Production (4 sheets)(60%, 95% & 100%)	6.00	12.00	-	70.00	-	88.00	
	Specials & Estimates (60%, 95%, 100%)	1.00	3.00	6.00	-	-	10.00	
	B 12.0 THRU B 16.0 (BY DIBBLE)	-	-	-	-	-	-	$ -
C	**CONSTRUCTION DOCUMENTS**							
	C 1.0 Thru C 6.0 (Reproduction Hours @ 60%, 95% & Final))	-	-	4.00	3.00	2.00	9.00	$ 756.00
D	**POST DESIGN SERVICES**							
	Pre-Bid Meeting & 16 hour allowance	2.00	16.00	-	-	-	18.00	$ 2,030.00
	LABOR SUBTOTALS	24.00	32.00	16.00	85.00	4.00	161.00	$ 17,414.00

EXPENSE ESTIMATE	QUANTITY	RATE	
Mileage (Field Visit/SRP Mtg/3-Comment Resolution Mtgs)	225.00	$ 0.59	$ 131.63
Deliveries/Postage (60%, 95%, & Final Submittal)	3.00	$ 30.00	$ 90.00
Printing (8 1/2 x 11)(Specials & Estimate) (20 sheets)(1 copies)(60%, 95% & Final)	60.00	$ 0.10	$ 6.00
Printing (11 x 17)(4 sheets)(4 copies)(60%, 95%)	32.00	$ 0.15	$ 4.80
Plotting (22 x 34)(4 Sheets)(3 copies)(60% & 95%)	24.00	$ 7.00	$ 168.00
Plotting Mylar (22 x 34)(4 Sheets)(Final Submittal)	4.00	$ 10.00	$ 40.00
EXPENSE SUBTOTALS			$ 440.00

PROJECT TOTALS $ 17,854.00

CITY COUNCIL REPORT

SUBJECT:
Notice of Intent to Enter into a Development Tax Incentive Agreement

MEETING DATE:
August 18, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council adopt a Notice of Intent to enter into an economic development agreement that includes the rebate of sales tax with GUNBO, LLC for its two proposed Hyatt Hotels, Hyatt Place and Hyatt Summerfield Suites, located at the southwest corner of 103rd Avenue and McDowell Road.

BACKGROUND:

At the City Council meeting scheduled for September 8, 2008, the City Council will be asked to consider an economic development agreement (including a sales tax rebate) with GUNBO, LLC, for its proposed location of two Hyatt Hotels, Hyatt Place and Hyatt Summerfield Suites, located at the southwest corner of 103rd Avenue and McDowell Road. Pursuant to Arizona Revised Statutes § 9-500.11, the City must adopt a notice of intent at least 14 days prior to consideration and approval of an economic development agreement that includes a sales tax rebate. Therefore, adoption of the notice of intent is only the necessary first step toward the eventual adoption of the proposed economic development agreement.

RECOMMENDATION:

Staff recommends that the City Council adopt this notice of intent to enter into a development tax incentive agreement, pursuant to Arizona Revised Statutes § 9-500.11.

ATTACHMENTS:

Click to download

- NOI

NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT
(Pursuant to ARIZ. REV. STAT. § 9-500.11)
August 18, 2008

NOTICE

Notice is hereby given by the Council of the City of Avondale, Arizona (the "City Council") that, on a date that is not earlier than September 8, 2008, the City Council intends to adopt that certain development tax incentive agreement entitled "Economic Development Agreement Between the City of Avondale and GUN BO, LLC" (the "Agreement").

FINDINGS OF FACT

With respect to the Agreement, and in accordance with ARIZ. REV. STAT. § 9-500.11, the City Council hereby makes the following findings of fact:

1. That the Agreement is anticipated to raise more revenue than the amount of the incentive within the duration of the Agreement. This finding has been independently verified in a report by ESI Corporation, dated August 13, 2008, as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. That, in the absence of a tax incentive, the two Hyatt brand hotels would not locate within the corporate boundaries of the City of Avondale at the same time or place.

EXHIBIT A
TO
NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT

[ESI Corporation verification]

See following pages.

Hyatt Place and Hyatt Summerfield Suites
Fiscal Impact Analysis

PREPARED FOR:
City of Avondale

PREPARED BY:

ESI CORPORATION
300 West Clarendon Avenue
Suite 470
Phoenix, Arizona 85013
(602) 265-6120
www.esicorp.net

August 13, 2008

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Exhibit 7: Property Taxes **14**

Fiscal Analysis

This report summarizes the findings of the fiscal benefits resulting from the development of two Hyatt properties in the City of Avondale. Hyatt Place is a 127 room hotel and the Hyatt Summerfield Suites is a 123 room hotel. The two hotels are proposed to be located at the southwest corner of 103 Avenue and McDowell Road in Avondale on approximately 6 acres. The construction of the two hotels will be staggered with the Hyatt Summerfield commencing in 2008 and become operational September 2009. Construction of the Hyatt Place will begin in 2009 and be operational January 2010.

The City of Avondale is considering providing a sales tax rebate of the lodging tax for a period of up to seven years on both hotels. Contained within this report are the one-time and on-going fiscal impacts that the two hotels will have on the City of Avondale commencing with construction in 2008. The analysis is through 2019 for both properties.

Key Study Findings

Based on this fiscal analysis, the Hyatt Place will be operational January 2010. Over the 12 year timeframe of this analysis the Hyatt Place is estimated to generate $3.3 million in one-time and on-going tax and fee revenue to the City. Of this, the lodging sales tax of 2 percent represents $1 million in revenue, of which $689,491 will be generated during the first seven years of operation (2010-2016).

Table 1 - Hyatt Place Fiscal Impact Analysis
August-08

Revenue Type	Nominal Total	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Construction Sales Tax	$252,612	$0	$252,612	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
One Time Fees Generated:													
Building Permit and Plan Review	$96,153	$0	$96,153	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEP and Water and Sewer Fees	$171,191	$0	$171,191	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Development Impact Fees	$141,698	$0	$141,698	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
On-Going Tax Revenue:													
Property Tax	$279,132	$0	$0	$0	$28,615	$29,188	$29,771	$30,367	$30,974	$31,594	$32,225	$32,870	$33,527
Lodging Tax	$1,037,944	$0	$0	$79,696	$93,506	$97,243	$100,164	$103,169	$106,264	$109,452	$112,735	$116,117	$119,601
Sales Tax on the Room	$1,297,430	$0	$0	$99,620	$116,882	$121,553	$125,205	$128,961	$132,830	$136,814	$140,919	$145,146	$149,501
Food and Beverage Tax	$91,215	$0	$0	$7,425	$7,950	$8,575	$8,825	$9,075	$9,298	$9,577	$9,864	$10,160	$10,465
Communications & Other Income	$16,593	$0	$0	$1,350	$1,425	$1,525	$1,550	$1,575	$1,727	$1,779	$1,832	$1,887	$1,944
GRAND TOTAL	**$3,383,968**	**$0**	**$661,654**	**$188,090**	**$248,378**	**$258,083**	**$265,515**	**$273,146**	**$281,092**	**$289,215**	**$297,576**	**$306,181**	**$315,037**

The Hyatt Summerfield Suites will generate nearly $3.7 million during the 12 year timeframe of one-time and on-going revenue. Similar to the other Hyatt property, the lodging tax of 2 percent represents $1.1 million in revenue to the city, with $658,483 generated the first seven years of operation (2009-2015).

Table 2 - Hyatt Summerfield Suites Fiscal Impact Analysis
August-08

Revenue Type	Nominal Total	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Construction Sales Tax	$303,088	$26,813	$276,276	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
One Time Fees Generated:													
Building Permit and Plan Review	$113,428	$10,209	$103,219	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEP and Water and Sewer Fees	$169,511	$15,256	$154,255	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Development Impact Fees	$140,264	$12,624	$127,640	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
On-Going Tax Revenue:													
Property Tax	$371,572	$0	$0	$35,469	$34,456	$35,145	$35,848	$36,565	$37,296	$38,042	$38,803	$39,579	$40,370
Lodging Tax	$1,162,858	$0	$24,998	$86,889	$98,469	$107,112	$110,329	$113,639	$117,048	$120,559	$124,176	$127,901	$131,738
Sales Tax on the Room	$1,453,573	$0	$31,248	$108,611	$123,086	$133,890	$137,911	$142,048	$146,310	$150,699	$155,220	$159,877	$164,673
Food and Beverage Tax	$57,117	$0	$1,221	$4,160	$4,672	$5,080	$5,232	$5,682	$5,852	$6,028	$6,209	$6,395	$6,587
Communications & Other Income	$26,895	$0	$578	$1,971	$2,213	$2,406	$2,478	$3,267	$2,634	$2,713	$2,794	$2,878	$2,964
GRAND TOTAL	**$3,798,307**	**$64,901**	**$719,435**	**$237,100**	**$262,895**	**$283,632**	**$291,798**	**$301,201**	**$309,140**	**$318,041**	**$327,202**	**$336,630**	**$346,333**

The combined total of the fiscal impacts for the two properties, noted in the following table, also includes infrastructure sales tax as well as state shared sales tax on construction and hotel receipts. These two Hyatt properties combined are estimated to provide the City of Avondale with one-time and on-going revenue of $7.2 million over 12 years. Lodging tax represents 30 percent of the total revenue collection.

Table 3 - Fiscal Impact Analysis, Hyatt Place and Hyatt Summerfield Suites
August-08

Revenue Type	Nominal Total	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Construction Sales Tax	$555,700	$26,813	$528,888	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Infrastructure Sales Tax	$46,575	$9,344	$37,232	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
One Time Fees Generated:													
Building Permit and Plan Review	$209,581	$10,209	$199,372	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEP and Water and Sewer Fees	$340,702	$15,256	$325,446	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Development Impact Fees	$281,962	$12,624	$269,338	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
On-Going Tax Revenue:													
Property Tax	$650,704	$0	$0	$35,469	$63,071	$64,332	$65,619	$66,932	$68,270	$69,636	$71,028	$72,449	$73,898
Lodging Tax	$2,200,802	$0	$24,998	$166,585	$191,974	$204,354	$210,493	$216,807	$223,311	$230,011	$236,911	$244,018	$251,339
Sales Tax on the Room	$2,751,003	$0	$31,248	$208,231	$239,968	$255,443	$263,116	$271,009	$279,139	$287,514	$296,139	$305,023	$314,174
Food and Beverage Tax	$148,332	$0	$1,221	$11,585	$12,622	$13,655	$14,057	$14,757	$15,150	$15,605	$16,073	$16,555	$17,052
Communications & Other Income	$43,488		$578	$3,321	$3,638	$3,931	$4,028	$4,842	$4,360	$4,491	$4,626	$4,765	$4,908
State Shared Revenue	$11,644	$52	$930	$816	$941	$1,002	$1,032	$1,063	$1,094	$1,127	$1,161	$1,196	$1,232
GRAND TOTAL	**$7,240,495**	**$74,296**	**$1,419,251**	**$426,007**	**$512,214**	**$542,717**	**$558,344**	**$575,409**	**$591,326**	**$608,383**	**$625,938**	**$644,006**	**$662,602**

The remainder of this report consists of several detailed exhibits which include:

- Exhibit 1: Project Assumptions and Inputs utilized in this analysis
- Exhibit 2: Construction schedule
- Exhibit 3: Sales tax generated from construction
- Exhibit 4: Permit and development impact fees
- Exhibit 5: Lodging Revenue
- Exhibit 6: Lodging and Sales Tax Revenue
- Exhibit 7: Property Tax Revenue

Exhibit 1: Inputs to Impact Model

EXHIBIT 1: INPUTS TO IMPACT MODEL

Project Element		Source of Data
Hyatt Place Hotel		
Construction Mar 2009		
Operational January 2010		
Square feet	76,122	Developer
Number of rooms	127	Developer
Construction cost ($196.29 SF)	$14,941,733	Developer
Hyatt Summerfield Suites		
Construction November 2008		
Operational March 2009		
Square feet	94,000	City of Avondale
Number of rooms	123	City of Avondale
Construction cost ($191.40 SF)	$17,991,382	Developer
Total Infrastructure Cost		
Infrastructure (2008 and 2009)	$2,866,177	Developer
Property Tax Factors		
Assessor's Valuation Discount	80%	Maricopa County Assessor Estimate based on authors' data files
Property Tax Due Lag Factor of 1 year		
City of Avondale Tax Rate (per $100 of Assessed Value	1.1058	Arizona Tax Research Association, 2007 Property Tax Rates
Sales Tax Factors		
Avondale Sales Tax (Retail & Construction)	2.5%	City of Avondale
Avondale Sales Tax (Amusements, Restaurant & Bar)	2.5%	City of Avondale
Avondale Sales Tax (Commercial Lease)	2.5%	City of Avondale
Avolndale Telecom Tax	2.5%	City of Avondale
Avondale Bed Tax	2.0%	City of Avondale
State Sales Tax subject to distribution	5.0%	AZ Dept, of Revenue
Avondale share of the revenue sharing	0.014257001	AZ Dept. of Revenue data (May 2008)
Distribution base for construction	0.2	AZ Dept, of Revenue
Distribution base for hotel	0.55	AZ Dept, of Revenue
Escalation Factors:		
Annual Escalation Factor - Construction and Property Value	2%	Estimate based on ESI data files
Discount rate	5%	ESI Corp

Note: All dollar values in $2008

Other Assumptions:

Hyatt Place

Absorption lags construction by 1 year
Food & beverage sales equals 7% of total room sales starting year 2015
Room revenue increases 3% a year starting 2015
Telephone Revenue equals .4% of room sales starting 2015
Rebate Lodging Tax for seven years
Other Income equals .9% of room sales starting in 2015

Hyatt Summerfield

Absorption lags construction by 1 year
Food & beverage sales equals 4% of total room sales starting year 2014
Room revenue increases 3% a year starting 2014
Telephone Revenue equals .4% of total room sales starting in 2014
Other Income equals 1.9% of total room sales starting in 2014
Rebate Lodging Tax for seven years
Permit and Impact Fees are divided into two calendar years with 9% in 2008 and 91% in 2009

Exhibit 2: Construction Schedule

Exhibit 3: Sales Taxes from Construction

EXHIBIT 2: CONSTRUCTION SCENARIO

YEAR #	NPV TOTAL 5%	Nominal Total	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Infrastructure														
Total Spending	$2,625,784	$2,866,177	$575,000	$2,291,177	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Hyatt Place														
Construction Cost	$13,552,592	$14,941,733	$0	$14,941,733	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Units in Place (Begnning Jan 2010)			0	0	127	127	127	127	127	127	127	127	127	127
Hyatt Summerfield Suites														
Construction Cost	$16,393,544	$17,991,382	$1,650,000	$16,341,382	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Units in Place (Begnning Sept 09)			0	123	123	123	123	123	123	123	123	123	123	123

EXHIBIT 3: SALES TAXES FROM CONSTRUCTION

YEAR #	NPV TOTAL	Nominal Total	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Infrastructure Value	$2,625,784	$2,866,177	$575,000	$2,291,177	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Taxes Based on 65% of Value	$1,706,760	$1,863,015	$373,750	$1,489,265	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Share of State Sales Taxes (5%)	$85,338	$93,151	$18,688	$74,463	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Distribution Base @ 20%	$17,068	$18,630	$3,738	$14,893	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City distrubtion share @ 25%	$4,267	$4,658	$934	$3,723	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Avondale Share of State Sales Taxes	$61	$66	$13	$53	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Avondale Sales Tax	$42,669	$46,575	$9,344	$37,232	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Hyatt Place														
Hotel Value	$14,100,117	$15,545,379	$0	$15,545,379	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Taxes Based on 65% of Value	$9,165,076	$10,104,496	$0	$10,104,496	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Share of State Sales Taxes (5%)	$458,254	$505,225	$0	$505,225	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Distribution Base @ 20%	$91,651	$101,045	$0	$101,045	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City distrubtion share @ 25%	$22,913	$25,261	$0	$25,261	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Avondale Share of State Sales Taxes	$327	$360	$0	$360	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Avondale Sales Tax	$229,127	$252,612	$0	$252,612	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Hyatt Summerfield Suites														
Hotel Value	$16,992,357	$18,651,574	$1,650,000	$17,001,574	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Taxes Based on 65% of Value	$11,045,032	$12,123,523	$1,072,500	$11,051,023	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Share of State Sales Taxes (5%)	$552,252	$606,176	$53,625	$552,551	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Distribution Base @ 20%	$110,450	$121,235	$10,725	$110,510	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
City distrubtion share @ 25%	$27,613	$30,309	$2,681	$27,628	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Avondale Share of State Sales Taxes	$394	$432	$38	$394	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Avondale Sales Tax	$276,126	$303,088	$26,813	$276,276	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL TAX RECEIPTS ON CONSTRUCTION														
Avondale Share of State Sales Taxes	$781	$859	$52	$807	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Avondale Sales Tax	$547,922	$602,276	$36,156	$566,120	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Const Sales Tax Receipts			$36,208	$566,927	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Exhibit 4: Permit and Development Impact Fees

Exhibit 5: Hotel Revenue

EXHIBIT 4: PERMIT AND DEVELOPMENT IMPACT FEES

YEAR #	NPV TOTAL	Nominal Total	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Hyatt Place														
Building permit and plan review fees			$0	$96,153	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEP. Water and Sewer Fees			$0	$171,191	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Impact fees			$0	$141,698	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Hyatt Summerfield Suites														
Building permit and plan review fees			$10,209	$103,219	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEP. Water and Sewer Fees			$15,256	$154,255	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Impact fees			$12,624	$127,640	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL FEES:														
Building Permit and Plan Review	$190,559	$209,581	$10,209	$199,372	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEP and Water and Sewer Fees	$309,719	$340,702	$15,256	$325,446	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Development Impact Fees	$256,320	$281,962	$12,624	$269,338	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	$756,598	$832,245	$38,088	$794,157	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

EXHIBIT 5: HOTEL REVENUE

YEAR #			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Hyatt Place Hotel														
Number of rooms			0	0	127	127	127	127	127	127	127	127	127	127
Construction cost ($196.29 SF)			$0	$14,941,733	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Rooms Available			0	0	46,355	46,355	46,355	46,355	46,355	46,355	46,355	46,355	46,355	46,355
Annual Occupied Rooms			0	0	31,197	34,859	34,859	34,859	34,859	34,859	34,859	34,859	34,859	34,859
Occupancy			0.0%	0.0%	67.3%	67.3%	67.3%	67.3%	67.3%	67.3%	67.3%	67.3%	67.3%	67.3%
Average Daily Rate			$0	$0	$127.73	$134.12	$139.48	$143.67	$147.98	$152.42	$156.99	$161.70	$166.55	$171.55
Room Revenue			$0	$0	$3,984,782	$4,675,284	$4,862,128	$5,008,187	$5,158,429	$5,313,182	$5,472,577	$5,636,755	$5,805,857	$5,980,033
Food and beverage sales			$0	$0	$297,000	$318,000	$343,000	$353,000	$363,000	$371,923	$383,080	$394,573	$406,410	$418,602
Telephone			$0	$0	$17,000	$18,000	$19,000	$19,000	$19,000	$21,253	$21,890	$22,547	$23,223	$23,920
Other Income			$0	$0	$37,000	$39,000	$42,000	$43,000	$44,000	$47,819	$49,253	$50,731	$52,253	$53,820
Hyatt Summerfield Suites				(Sept 09)										
Number of rooms			0	123	123	123	123	123	123	123	123	123	123	123
Construction cost ($191.40 SF)			$1,650,000	16,341,382	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Rooms Available			0	14,965	44,895	44,895	44,895	44,895	44,895	44,895	44,895	44,895	44,895	44,895
Annual Occupied Rooms (4 months in 2009)			0	9,982	33,043	36,006	38,026	38,026	38,026	38,026	38,026	38,026	38,026	38,026
Occupancy			0.0%	66.7%	73.6%	80.2%	84.7%	84.7%	84.7%	84.7%	84.7%	84.7%	84.7%	84.7%
Average Daily Rate			$0	$125.22	$131.48	$136.74	$140.84	$145.07	$149.42	$153.90	$158.52	$163.28	$168.18	$173.22
Room Revenue			$0	$1,249,903	$4,344,457	$4,923,432	$5,355,591	$5,513,378	$5,681,934	$5,852,393	$6,027,964	$6,208,803	$6,395,067	$6,586,919
Food and beverage sales			$0	$48,835	$166,399	$186,882	$203,182	$209,277	$227,277	$234,096	$241,119	$248,352	$255,803	$263,477
Telephone			$0	$5,141	$17,516	$19,672	$21,388	$22,029	$22,728	$23,410	$24,112	$24,835	$25,580	$26,348
Other Income			$0	$17,992	$61,305	$68,851	$74,856	$77,102	$107,957	$81,933	$84,392	$86,923	$89,531	$92,217
TOTAL HOTEL REVENUE														
Room Revenue	$76,161,117	$110,037,054	$0	$1,249,903	$8,329,239	$9,598,715	$10,217,719	$10,521,565	$10,840,363	$11,165,574	$11,500,542	$11,845,558	$12,200,924	$12,566,952
Food and Beverage	$4,101,221	$5,933,286	$0	$48,835	$463,399	$504,882	$546,182	$562,277	$590,277	$606,018	$624,199	$642,925	$662,213	$682,079
Telephone	$302,885	$437,591	$0	$5,141	$34,516	$37,672	$40,388	$41,029	$41,728	$44,662	$46,002	$47,382	$48,804	$50,268
Other Income	$901,837	$1,301,934	$0	$17,992	$98,305	$107,851	$116,856	$120,102	$151,957	$129,752	$133,645	$137,654	$141,784	$146,037

Exhibit 6: Lodging and Sales Taxes

EXHIBIT 6: LODGING AND SALES TAXES

YEAR #	NPV TOTAL	Nominal Total	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Hyatt Place (ROOMS)														
Units in Place / Use			0	0	127	127	127	127	127	127	127	127	127	127
Room Nights (Including Vacancy Factor)			0	0	31,197	34,859	34,859	34,859	34,859	34,859	34,859	34,859	34,859	34,859
Room Rate			$0	$0	$127.73	$134.12	$139.48	$143.67	$147.98	$152.42	$156.99	$161.70	$166.55	$171.55
Total Room $	$35,810,153	$51,897,213	$0	$0	$3,984,782	$4,675,284	$4,862,128	$5,008,187	$5,158,429	$5,313,182	$5,472,577	$5,636,755	$5,805,857	$5,980,033
Avondale Transient Lodging Tax (2.0%)	$716,203	$1,037,944	$0	$0	$79,696	$93,506	$97,243	$100,164	$103,169	$106,264	$109,452	$112,735	$116,117	$119,601
Avondale Sales Tax (2.5%)	$895,254	$1,297,430	$0	$0	$99,620	$116,882	$121,553	$125,205	$128,961	$132,830	$136,814	$140,919	$145,146	$149,501
Food and Beverage Sales	$2,519,935	$3,648,588	$0	$0	$297,000	$318,000	$343,000	$353,000	$363,000	$371,923	$383,080	$394,573	$406,410	$418,602
Food and Beverage Sales Tax (2.5%)	$62,998	$91,215	$0	$0	$7,425	$7,950	$8,575	$8,825	$9,075	$9,298	$9,577	$9,864	$10,160	$10,465
Telephone	$141,297	$204,834	$0	$0	$17,000	$18,000	$19,000	$19,000	$19,000	$21,253	$21,890	$22,547	$23,223	$23,920
Other Income	$316,092	$458,876	$0	$0	$37,000	$39,000	$42,000	$43,000	$44,000	$47,819	$49,253	$50,731	$52,253	$53,820
Telephone & Other Income Sales Tax (2.5%)	$11,435	$16,593	$0	$0	$1,350	$1,425	$1,525	$1,550	$1,575	$1,727	$1,779	$1,832	$1,887	$1,944
Hyatt Summerfield Suites (ROOMS)														
Units in Place / Use			0	123	123	123	123	123	123	123	123	123	123	123
Room Nights (Including Vacancy Factor)			0	9,982	33,043	36,006	38,026	38,026	38,026	38,026	38,026	38,026	38,026	38,026
Room Rate			$0	$125.22	$131.48	$136.74	$140.84	$145.07	$149.42	$153.90	$158.52	$163.28	$168.18	$173.22
Total Room	$40,353,249	$58,142,905	$0	$1,249,903	$4,344,457	$4,923,432	$5,355,591	$5,516,441	$5,681,934	$5,852,393	$6,027,964	$6,208,803	$6,395,067	$6,586,919
Avondale Transient Lodging Tax (2.0%)	$807,065	$1,162,858	$0	$24,998	$86,889	$98,469	$107,112	$110,329	$113,639	$117,048	$120,559	$124,176	$127,901	$131,738
Avondale Sales Tax (2.5%)	$1,008,831	$1,453,573	$0	$31,248	$108,611	$123,086	$133,890	$137,911	$142,048	$146,310	$150,699	$155,220	$159,877	$164,673
Food and Beverage Sales	$1,581,286	$2,284,698	$0	$48,835	$166,399	$186,882	$203,182	$209,277	$227,277	$234,096	$241,119	$248,352	$255,803	$263,477
Food and Beverage Sales Tax (2.5%)	$39,532	$57,117	$0	$1,221	$4,160	$4,672	$5,080	$5,232	$5,682	$5,852	$6,028	$6,209	$6,395	$6,587
Telephone	$161,588	$232,758	$0	$5,141	$17,516	$19,672	$21,388	$22,029	$22,728	$23,410	$24,112	$24,835	$25,580	$26,348
Other Income	$585,745	$843,059	$0	$17,992	$61,305	$68,851	$74,856	$77,102	$107,957	$81,933	$84,392	$86,923	$89,531	$92,217
Telephone & Other Income Sales Tax (2.5%)	$18,683	$26,895	$0	$578	$1,971	$2,213	$2,406	$2,478	$3,267	$2,634	$2,713	$2,794	$2,878	$2,964
TOTAL SALES														
Lodging Revenue	$76,163,402	$110,040,118	$0	$1,249,903	$8,329,239	$9,598,715	$10,217,719	$10,524,628	$10,840,363	$11,165,574	$11,500,542	$11,845,558	$12,200,924	$12,566,952
Food and Beverage Sales	$4,101,221	$5,933,286	$0	$48,835	$463,399	$504,882	$546,182	$562,277	$590,277	$606,018	$624,199	$642,925	$662,213	$682,079
Telephone	$302,885	$437,591	$0	$5,141	$34,516	$37,672	$40,388	$41,029	$41,728	$44,662	$46,002	$47,382	$48,804	$50,268
Other Income	$901,837	$1,301,934	$0	$17,992	$98,305	$107,851	$116,856	$120,102	$151,957	$129,752	$133,645	$137,654	$141,784	$146,037
TOTAL TAX REVENUE														
Transient Lodging Sales Tax	$1,523,268	$2,200,802	$0	$24,998	$166,585	$191,974	$204,354	$210,493	$216,807	$223,311	$230,011	$236,911	$244,018	$251,339
Sales Tax	$1,904,085	$2,751,003	$0	$31,248	$208,231	$239,968	$255,443	$263,116	$271,009	$279,139	$287,514	$296,139	$305,023	$314,174
Food and Beverage Tax	$102,531	$148,332	$0	$1,221	$11,585	$12,622	$13,655	$14,057	$14,757	$15,150	$15,605	$16,073	$16,555	$17,052
Telephone & Other Income	$30,118	$43,488	$0	$578	$3,321	$3,638	$3,931	$4,028	$4,842	$4,360	$4,491	$4,626	$4,765	$4,908
STATE SHARED REVENUE														
State Share of State Sales Taxes (5%)	$3,808,170	$5,502,006	$0	$62,495	$416,462	$479,936	$510,886	$526,231	$542,018	$558,279	$575,027	$592,278	$610,046	$628,348
Distribution Base @ 55%	$2,094,494	$3,026,103	$0	$34,372	$229,054	$263,965	$280,987	$289,427	$298,110	$307,053	$316,265	$325,753	$335,525	$345,591
City distrubtion share @ 25%	$523,623	$756,526	$0	$8,593	$57,264	$65,991	$70,247	$72,357	$74,527	$76,763	$79,066	$81,438	$83,881	$86,398
Avondale Share of State Sales Taxes			0.0142570	0.0142570	0.0142570	0.0142570	0.0142570	0.0142570	0.0142570	0.0142570	0.0142570	0.0142570	0.0142570	0.0142570
TOTAL TAX RECEIPTS														
Avondale Sales Tax	$2,899,396	$5,143,626	$0	$58,045	$389,721	$448,202	$477,383	$491,693	$507,415	$521,962	$537,621	$553,749	$570,362	$587,472
State Shared Sales Tax (Retail)	$6,080	$10,786	$0	$123	$816	$941	$1,002	$1,032	$1,063	$1,094	$1,127	$1,161	$1,196	$1,232
TOTAL SALES TAX RECEIPTS	$2,905,477	$5,154,411	$0	$58,167	$390,538	$449,143	$478,385	$492,725	$508,478	$523,056	$538,748	$554,910	$571,558	$588,704

Exhibit 7: Property Taxes

EXHIBIT 7: PROPERTY TAXES

YEAR #			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	NPV TOTAL	Nominal Total												
(Lags by one year)														
Hyatt Place														
Property Value			$0	$0	$0	$16,173,412	$16,496,881	$16,826,818	$17,163,355	$17,506,622	$17,856,754	$18,213,889	$18,578,167	$18,949,730
Assessor's Valuation (80%)			$0	$0	$0	$12,938,730	$13,197,504	$13,461,455	$13,730,684	$14,005,297	$14,285,403	$14,571,111	$14,862,534	$15,159,784
Assessment Ratio			23%	22%	21%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Assessed Value			$0	$0	$0	$2,587,746	$2,639,501	$2,692,291	$2,746,137	$2,801,059	$2,857,081	$2,914,222	$2,972,507	$3,031,957
City Property Tax Receipt	$151,322	$212,734	$0	$0	$0	$28,615	$29,188	$29,771	$30,367	$30,974	$31,594	$32,225	$32,870	$33,527
Hyatt Summerfield Suites														
Property Value			$0	$0	$19,092,599	$19,474,450	$19,863,939	$20,261,218	$20,666,443	$21,079,771	$21,501,367	$21,931,394	$22,370,022	$22,817,423
Assessor's Valuation			$0	$0	$15,274,079	$15,579,560	$15,891,152	$16,208,975	$16,533,154	$16,863,817	$17,201,094	$17,545,115	$17,896,018	$18,253,938
Assessment Ratio			23%	22%	21%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Assessed Value			$0	$0	$3,207,557	$3,115,912	$3,178,230	$3,241,795	$3,306,631	$3,372,763	$3,440,219	$3,509,023	$3,579,204	$3,650,788
City Property Tax Receipt	$212,847	$291,623	$0	$0	$35,469	$34,456	$35,145	$35,848	$36,565	$37,296	$38,042	$38,803	$39,579	$40,370
TOTAL ASSESSED VALUE			$0	$0	$3,207,557	$5,703,658	$5,817,731	$5,934,086	$6,052,768	$6,173,823	$6,297,299	$6,423,245	$6,551,710	$6,682,744
ESTIMATED PROPERTY TAXES FOR TAX AREA														
City Property Tax Rates /$100 of Assessed Value			1.1058	1.1058	1.1058	1.1058	1.1058	1.1058	1.1058	1.1058	1.1058	1.1058	1.1058	1.1058
TOTAL CITY PROPERTY TAX RECEIPTS	$447,677	$650,704	0	$0	$35,469	$63,071	$64,332	$65,619	$66,932	$68,270	$69,636	$71,028	$72,449	$73,898

CITY COUNCIL REPORT

SUBJECT:
Resolution 2760-808 - Authorizing an Intergovernmental Agreement –Arizona Department of Transportation– McDowell Road Sidewalks-123rd Avenue to the Agua Fria Bridge

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Sue McDermott, P.E., City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and the State of Arizona acting by and through the Arizona Department of Transportation (State) for the proposed sidewalk improvements along the north side of McDowell Road between 123rd Avenue and the Agua Fria Bridge (Project), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The 2006-2007 Capital Improvement Program (CIP) included a sidewalk project that proposed to improve the north side of McDowell Road by constructing curb, gutter, sidewalk, and streetlights. The CIP planned for the project design in Fiscal Year 2007-08 and construction in Fiscal Year 2008-09. Due to the availability of Federal Congestion Mitigation and Air Quality funds (CMAQ) through the Maricopa County Association of Governments (MAG), staff applied for and was granted a federal grant for this project. The City is required to enter into an IGA with the State in order for the City to obtain these federal funds that meets funding ratios required or as finally fixed and determined by the City and the Federal Highway Administration (FHWA).

Upon completion, this project will provide:

- A pedestrian corridor along the north side of McDowell Road from 123rd Avenue to the Agua Fria Bridge.
- Provide pedestrian access from the north side of McDowell Road to Friendship Park.
- Street improvements from 123rd Avenue to the existing Agua Fria Bridge (see attached vicinity map)
- Connectivity to the City of Avondale's future multi-use trail system

On April 2, 2007, Council approved a professional services agreement with Tristar Engineering and Management, Inc. in the amount of $99,993 to provide design services for the McDowell Road improvements. The scope of services included: design survey, geometric analysis and design, lighting analysis and design, drainage design, and construction plans, specifications, and estimates. The design is currently at 60% completion. The design and construction cost is estimated to be approximately $710,000.

DISCUSSION:

There are two main components to the IGA: 1) it is a mandatory requirement to receive federal funds from the FHWA, and 2) it will identify and define the State's and the City's respective responsibilities for the Project.

The IGA proposes the following terms of agreement: The State shall:
- Submit a program to the FHWA containing the above-mentioned Project with the recommendation that it be approved for design and construction funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Standard Specifications for Road and Bridge Construction of ADOT.
- Upon approval by FHWA, and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firms(s) for the construction of the project.
- Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in said construction contract and will request the maximum federal funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
- Notify the City promptly of any change orders required during construction and the City shall provide the State written concurrence in a timely manner in order to avoid Project delay.
- Upon execution of this Agreement, invoice the City. The City's share of the Project cost is currently estimated at $213,000. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
- Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

The City shall:
- Upon execution of this Agreement designate the State as authorized agent for the City.
- Upon execution, of the Project Agreement, deposit funds with the State in the amount of $213,000 equal to the difference between the total cost of the Project for construction and the amount of federal aid received for construction, which is capped at $527,041 for construction.
- Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by federal funding or not.
- Include the Project improvements in the City's annual street maintenance program to provide for proper maintenance of the Project including all of the Project components.
- Consent to any inspection performed by the State, provided records or audit any books in order for the State to assure itself that the monies for the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and Federal Government.

BUDGETARY IMPACT:

The Project construction cost estimated by the State is $710,000. Based on this estimate, the State will provide the City a maximum total of $527,041 in federal aid for Project construction. In accordance with the IGA, the City is responsible for $213,000 and any Project costs over and above the estimated Project costs. The current engineer's estimate for construction is $669,500.

Funding for this Project is available in FY08-09 Street Fund Line Item No. 304-1126-00-8420, McDowell Road Sidewalks.

RECOMMENDATION:

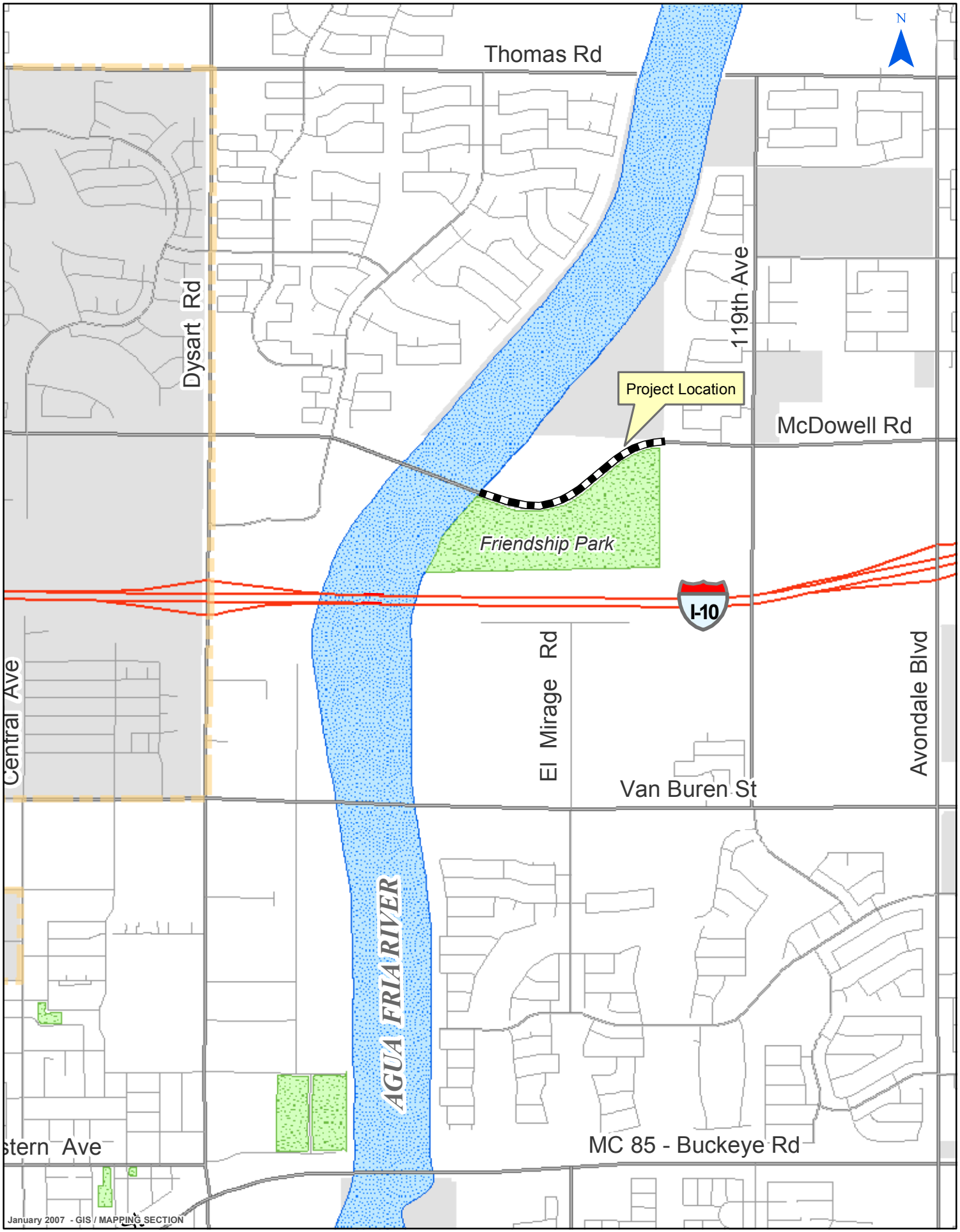
Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the State of Arizona acting by and through the Arizona Department of Transportation (State) for the proposed sidewalk improvements along the north side of McDowell Road between 123rd Avenue and the Agua Fria Bridge (Project), and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Resolution 2760-808

VICINITY MAP



CITY OF AVONDALE

ST-1126 McDowell Road Sidewalk

RESOLUTION NO. 2760-808

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO DESIGN AND CONSTRUCTION OF PEDESTRIAN IMPROVEMENTS ALONG MCDOWELL ROAD BETWEEN THE AGUA FRIA RIVER AND 119TH AVENUE.

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

SECTION 1. That the Intergovernmental Agreement with State of Arizona relating to design and construction of pedestrian improvements between the Agua Fria River and 119th Avenue (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, August 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. 2760-808

[Intergovernmental Agreement]

See following pages.

JPA File No.: 07-014-I
AG Contract No.: P001-2007-002816
Project No.:AVN08-624
Project: McDowell Rd.
Pedestrian Improvements
Section: Agua Fria River
To 119th Avenue
TRACS No.: SS 645 01C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____2008, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its Mayor and City Council (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project lies within the boundary of the City and has been selected by the City, the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

5. The City, in order to obtain Federal funds for the construction of the project, is willing to provide City funds to match Federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).

6. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the City and to authorize such Federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the City.

7. The work contemplated under this Agreement is for the construction of pedestrian improvements on McDowell Road between the Agua Fria River to 119th Avenue in the City of Avondale, hereinafter referred to as the "Project". The State shall advertise, bid and award the Project. The estimated construction costs are as follows:

SS645 01C

Total Construction Cost	$ 710,000.00
Federal Aid Funds @ 94.3% (capped) $527,041.00	$ 497,000.00
Estimated City Funds @ 5.7%	$ 30,041.00
Estimated City Funds @ 100%	$ 182,959.00
Total Estimated City Construction Funds	$ 213,000.00

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for construction funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation.

b. Upon approval by FHWA, and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firms(s) for the construction of the project.

c. Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in said construction contract and will request the maximum Federal Funds available, including construction engineering and administration costs. Should costs exceed the maximum Federal funds available, it is understood and agreed that the City will be responsible for any overage.

d. Notify the City promptly of any change orders required during construction and the City shall provide the State written concurrence in a timely manner in order to avoid Project delay.

e. Upon execution of this Agreement, invoice the City, the City's estimated share of the Project cost currently estimated at **$213,000.00.** Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement designate the State as authorized agent for the City.

b. Upon execution, of the Project Agreement, deposit funds with the State in the an amount of **$213,000.00** equal to the difference between the total cost of the Project for construction and the amount of Federal Aid received for construction at 94.3% (capped).

c. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not.

d. Include the Project improvements in the City's annual street maintenance program to provide for proper maintenance of the Project including all of the Project components.

e. Consent to any inspection performed by the State, provided records or audit any books in order for the State to assure itself that the monies for the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and Federal Government.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City 's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid and related matters; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. All books, accounts, reports, files and other records of either party relating to this Agreement or the work performed according to this Agreement shall be subject at all reasonable times to inspection and audit by the other party until five years after the date the Project is completed. Such records shall be available for inspection upon five business days notice at the offices of the party in possession of the records.

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of State Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17th Avenue, Mail Drop 616E Phoenix, Arizona 85007 (602) 712-7525 (602) 712-7424 Fax	City of Avondale 11465 W. Civic Center Drive Avondale, Arizona 85323 Phone # (623) 333-4200 Fax # (623) 333-0100 Attn: Charles P. McClendon, City Manager

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

By _____
MARIE LOPEZ ROGERS
Mayor

ATTEST:

By _____
CARMEN MARTINEZ
Clerk

STATE OF ARIZONA
Department of Transportation

By _____
RAKESH TRIPATHI
TRANSPORTATION PLANNING DIVISION

G07-014-City of Avondale
SS645001C loc gov pathway
June 25, 2008-ly

JPA 07-014

ATTORNEY APPROVAL FORM
FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____2008.

_____
City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2761-808 - Supporting Submission of a Grant Proposal to the Gila River Indian Community for the Taking Back Neighborhoods Program

MEETING DATE:
August 18, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Council adopt a Resolution supporting the submittal of a grant proposal to the Gila River Indian Community for funds to support the Taking Back Neighborhoods Program.

BACKGROUND:

The passage of Proposition 202 by the voters of Arizona in November 2002 allowed for new gaming compacts between the State and the 15 Arizona tribes to be negotiated. An important provision of Proposition 202 was the sharing of gaming revenues with the State. Proposition 202 allows an Indian tribe to retain and distribute twelve percent (12%) of its total annual contribution of gaming revenues for "Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development". The Gila River Indian Community's policy is to limit the distribution of their revenues to nearby cities, towns and counties, including the City of Avondale. Gila River Indian Community has identified several areas of priority funding including public safety, transportation facilities, healthcare services, economic development and education. It is also the Gila River Indian Community policy that Councils of cities requesting funds submit a resolution of support for the grant proposal.

DISCUSSION:

The Neighborhood Family Services and the Police Department have joined forces and developed an innovative program for "Taking Back Neighborhoods". The program would provide $20,000 to Police Officers who move into the City of Avondale and an additional $10,000 for those officers that move into homes that are bank owned. This funding would be in the form of a ten year forgivable loan and would depreciate by 10% per year. The participating Police Officers would be required to live in the home and participate in housing education classes. As a retention mechanism for officers that currently work and live in Avondale, a stipend of $5,000 would be made available to them for home renovations. This funding would be in the form of a reimbursable one time grant. The second part of the program would support a Housing Specialist staff person to oversee the program and implement a housing education program for all residents as well as coordinate all housing related activities for the city. This person's salary and any ancillary items such as work stations will be included in the grant so that the General Fund is not affected.

The program will have multiple benefits to the City of Avondale. First, it will provide police presence in neighborhoods and in some instances neighborhoods with high crime statistics. Secondly, it will increase the City's tax base by adding new residents to Avondale. Thirdly, the Housing Specialist will not only run the Police Retention Program, but will also provide housing education support to residents.

BUDGETARY IMPACT:

The City of Avondale will be requesting $500,000 for a two year program. Funding would include Police staff housing loans of $20,000 for 10 officers ($200,000) an additional subsidy of $10,000 ($100,000) and $5,000 for 15 officers that currently work and reside in Avondale for home renovations ($75,000). The Housing Specialist salary is $62,500 for two years ($125,000).

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution supporting the submittal of a grant proposal to the Gila River Indian Community for funds to implement the Taking Back Neighborhoods Program.

ATTACHMENTS:

Click to download

- RES - 2761-808

RESOLUTION NO. 2761-808

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE GILA RIVER INDIAN COMMUNITY.

WHEREAS, the Gila River Indian Community (the "Community") is accepting applications for Proposition 202 funding from state and local agencies for projects relating to all aspects of public safety; and

WHEREAS, the City of Avondale desires to acquire funding for a "Taking Back Our Neighborhoods" program (the "Program") for the protection of Avondale residents and such program may be eligible for Community funding; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit a grant application (the "Application") to be considered by the Community for funding.

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

SECTION 1. That the City Council hereby approves the submission of the Application relating to the Program for consideration by the Community.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1322-808 - Amending the Avondale City Code, Chapter 2, Administration, Relating to Financial Affairs, Departments and Risk Management

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602)257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider the City Attorney's recommendation to (i) amend the City Code to remove an obsolete provision and (ii) consolidate two provisions and move such consolidated provisions into another Section of the City Code.

BACKGROUND:

City Code Chapter 2, Administration, Article III, Financial Affairs, is being deleted in its entirety because it contains two provisions, one of which is obsolete, Section 2-52, Purchase Orders, and the other, Section 2-52, Claims and checks, which can be consolidated into Section 2-69, Financial services department; created, because of its relationship to the financial services department.

RECOMMENDATION:

Staff recommends that City Council adopt this Ordinance to remove obsolete provisions and to consolidate two provisions.

ATTACHMENTS:

Click to download

- Ordinance 1322-808

ORDINANCE NO. 1322-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2, ADMINISTRATION, RELATING TO FINANCIAL AFFAIRS, DEPARTMENTS AND RISK MANAGEMENT.

WHEREAS, pursuant to Article VIII, Section 2, of the Avondale City Charter, the Council of the City of Avondale (the "City Council") adopted a procurement code setting forth the process for purchases by the City of Avondale (the "City"); and

WHEREAS, upon adoption, the City's procurement code rendered obsolete certain provisions in the Avondale City Code (the "City Code"), which provisions the City Council desires to amend to eliminate any inconsistencies.

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

SECTION 1. That the City Code, Chapter 2, Administration, Article III, Financial Affairs, is hereby deleted in its entirety.

SECTION 2. That the City Code, Chapter 2, Administration, Article IV, Departments, is renumbered as Article III, and Section 2-69 thereof, Financial services department; created, is hereby amended as follows.

2-69 Financial services department; created.

(a) Pursuant to Article IV, Section 1, Subsection a. of the Avondale City Charter, the city council does hereby establish the financial service department as a separate department of the city.

(b) The financial services department shall consist of a director of financial services who will also act as the city treasurer and as many additional staff members as may be deemed necessary from time to time by the director subject to the approval of the city manager.

(c) The financial services department shall be operated and managed in accordance with such department policies and procedures as may from time to time be adopted by the director with the approval of the city manager.

(d) It is the duty of the financial services department under the direction of the director to:

(1) Accept, record and deposit all cash received into the city~~;~~.

(2) Disburse cash as required to satisfy all claims against the city and required debt incurred by the city. NO CHECK SHALL BE DRAWN UPON THE FUNDS OF THE CITY OR EXECUTED UNLESS THE CHECK IS IN PAYMENT OF AN OUTSTANDING CLAIM AGAINST THE CITY FOR WHICH PAYMENT HAS BEEN APPROVED BY THE CITY MANAGER OR AUTHORIZED DESIGNEE.

(3) UPON REQUEST, THE FINANCE DIRECTOR WILL PROVIDE THE COUNCIL WITH INFORMATION ABOUT CLAIMS AGAINST THE CITY.

~~(3)~~(4) Provide an efficient financial management system to account for all transactions of a financial nature~~;~~.

~~(4)~~(5) Invest all idle funds in accordance with the City Charter to enhance interest earnings~~;~~.

~~(5)~~(6) Prepare and administer an annual budget in accordance with the City Charter and the laws of the state~~;~~.

~~(6)~~(7) Procure goods and services through the most efficient process available consistent with the mandates of the City Charter~~;~~.

~~(7)~~(8) Preserve and account for all fixed assets acquired by the city~~;~~.

~~(8)~~(9) Perform such additional duties as may be required by the city manager~~;~~.

~~(9)~~(10) The city manager may from time to time order that the budget and research department created by Ordinance No. 475 be directed and administered by the director of the financial services department.

SECTION 4. That the City Code, Chapter 2, Administration, Article V, Risk Management, is hereby renumbered as Article IV.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. That the City Manager is hereby authorized and directed to prepare and implement an administrative policy to carry out the purpose and intent of this Ordinance.

SECTION 7. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1321-808 - Avondale Gateway Center Rezoning (Z-07-16)

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Rezoning from AG (Agricultural) to PAD (Planned Area Development)

PARCEL SIZE: Approximately 84 acres

LOCATION: Southwest corner of 107th Avenue and Interstate 10 (Exhibits A, B, and C)

APPLICANT: Ms. Vanessa Hickman, Withey Morris PLC

OWNER: Cavan Real Estate Investments

BACKGROUND:

The property was annexed into the City of Avondale on March 17, 1986. Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). The current zoning of the property remains AG and the property is vacant.

The property is designated by the General Plan Land Use Map as Employment (Exhibit C). The Employment designation is designed to provide employment opportunities by encouraging uses that include office and enclosed light industrial as well as commercial uses that act in support of those employment uses. Additionally, the property is located within the Freeway Corridor Specific Plan area.

A General Plan Amendment application was filed to change the land use designation for the eastern 18 acres of the subject property from Employment to Freeway Commercial in February, 2008. Staff and the applicant worked to modify the original PAD proposal to fit within the framework of the Employment designation and eliminate the need for any amendment to the General Plan land use map. The applicant withdrew the General Plan Amendment request on June 27, 2008.

The subject property is bordered by Interstate10, Corporate Drive (alignment), 111th Avenue (alignment) and 107th Avenue. The existing uses of the surrounding properties are as follows:

- **EAST:** Avondale Automall, a 150 acre, fourteen dealership retail automotive complex. The automall is nearly built out with roughly 11 acres still available for new development.

- **SOUTH:** The planned Roosevelt Park Phase II, which includes 462 high-density single-family residences in addition to land designated for commercial uses. The final plat for the residential portion of Roosevelt Park II was approved in November, 2007. The project has been placed on hold without any timetable for the project to be completed.

- **WEST:** Avondale Gateway, a commercial/office/employment PAD which was approved by the

City Council in 2005. Two hotels (Hilton Garden Inn and Homewood Suites) and one restaurant (Ruby Tuesday) are currently built and operating. A site plan for two Class A office buildings totaling 150,000 square feet west of the hotels was approved on August 4, 2008.

- **NORTH:** Multiple parcels that, with the exception of the Avondale Integrated Medical campus, remain zoned and used for agricultural purposes.

SUMMARY OF REQUEST:

1. On behalf of Cavan Real Estate Investments, the applicant is requesting to rezone approximately 84 acres from AG (Agricultural) to PAD (Planned Area Development) for a regional office and employment development. The applicant has submitted a PAD General Development Plan (Exhibit E), which details permitted uses, development standards, design standards, phasing, and other relevant information to guide future development of the site.

2. The proposed development plan divides the property into three sub-areas, each with their own purpose and set of uses (See Exhibit 5 in PAD Narrative). These areas are:
   - **Office:** Located directly adjacent to Interstate-10, this 29 acre sub-area will provide the types of uses typically found within multi-story Class A type office buildings, including business offices, medical offices, full-service restaurants, and banking centers. The applicant has agreed that buildings within the "Office" sub-area will be a minimum of three stories in height to capitalize on the proximity to Interstate-10.
   - **BusinessPark:** Located in the southwestern quadrant of the site, the "Business Park" sub-area is comprised of three parcels totaling 38 acres. This designation allows for a mix of office and light-manufacturing uses in line with the CP (Commerce Park) zoning district. Development within this sector may take the form of single-user stand alone buildings built to suit individual users or in a planned commerce park type setting utilizing multi-tenant flex-office buildings. Building heights within the southernmost "Business Park" parcel are limited to four stories (60 Feet), in conformance with the Freeway Corridor Specific Plan, in order to limit impacts on the residential areas south of Roosevelt Street and Corporate Drive.
   - **Employment/Commercial:** The "Employment/Commercial" sub-area is comprised of two parcels totaling 18 acres located on the eastern boundary of the subject property adjacent to 107th Avenue. This sub-area will provide limited retail, restaurant, and service uses primarily intended to support the daily needs of those working within the surrounding office, retail, and light industrial areas.

3. If approved, master planning within the boundaries of the PAD will be required in minimum increments of eight acres. Master site plans will identify building footprints, specific building materials and colors, internal circulation, parking area configurations, and landscaping. The applicant is proposing that final building site plans be approved administratively following City Council's approval of the master site plan.
4. Access to the site will be provided by 107th Avenue to the east, Corporate Drive to the south, and 111th Avenue to the west. Additionally, a new minor collector named Gateway Boulevard will run east-west through the site, connecting to the existing Hilton Way and allowing access to Avondale Boulevard. Portions of Roosevelt Street and 109th Avenue will also be constructed with this project. All infrastructure improvements will occur in two phases.

   Additional information on required right-of-way improvements:

   - ***107th Avenue*** will provide direct access into the two Employment/Commercial parcels. The developer's responsibilities for 107th Avenue will include completing the west half of 107th Avenue, relocating the existing 69 KV power lines out of the ultimate right-of-way and onto the subject property, undergrounding/relocating irrigation lines onto the subject property, and any right-of-way improvements deemed necessary by the traffic study submitted at the time of master site plan (i.e. deceleration lanes, traffic signals, transit facilities, etc.). Both the

relocation of the power lines and the improvements to 107th Avenue north of Gateway Boulevard will be completed in the first phase of the project, prior to issuance of a Certificate of Occupancy for the first building on site. The improvements to 107th Avenue south of Gateway Boulevard will be completed in the second phase. The developer will be eligible to receive credit for the improvements to 107th Avenue as outlined in the City's Impact Fee Study.

- ***Corporate Drive***, a major collector roadway, will run along the southern boundary of the subject property, turning south after it reaches the 109th Avenue alignment. The applicant will be responsible for constructing the north half of Corporate Drive and all associated improvements (including relocation of SRP irrigation pipe) as part of Phase II, prior to issuance of any Certificate of Occupancy for buildings adjacent to Corporate Drive or requiring access to Corporate Drive.
- ***Roosevelt Street***, a minor collector roadway, bisects Corporate Drive west of 109th Avenue connecting to the portion of Roosevelt Street adjacent to the existing Avondale Gateway PAD. The applicant will be responsible for constructing the full street and all related improvements between Corporate Drive and 111th Avenue as part of Phase II, prior to issuance of any Certificate of Occupancy for buildings adjacent to Corporate Drive or requiring access to Corporate Drive.
- **Gateway Boulevard,** a minor collector roadway, will run from east to west through the property where it will connect to Gateway Boulevard/Hilton Way in the existing Avondale Gateway development. The applicant will be responsible for constructing the full street and related improvements between 107th Avenue and 111th Avenue as part of Phase I, prior to issuance of any Certificate of Occupancy for buildings on site.
- **111th Avenue,** a minor collector roadway, will eventually connect this development to Van Buren Street. The applicant will be responsible for constructing the east half-street and related improvements between Gateway Boulevard and Corporate Drive as part of Phase I, prior to issuance of any Certificate of Occupancy for buildings on site.
- **109th Avenue**, a minor collector roadway, serves as an extra point of connection between Corporate Drive and Gateway Boulevard. The applicant will be responsible for constructing the full street as part of Phase II, prior to issuance of any Certificate of Occupancy for buildings adjacent to Corporate Drive or requiring access to Corporate Drive.

5. Maximum building heights for this parcel are governed by the Freeway Corridor Specific Plan (FCSP). The FCSP allows for up to 10 stories in height for the bulk of the property, limiting the height to four stories at the southwest corner in proximity to residential uses. The applicant is proposing maximum building heights consistent with the Freeway Corridor Plan.
6. The PAD proposes development standards roughly based on the CP (Commerce Park) zoning district, although the proposal varies from those standards in a small number of areas, including setbacks, open space, and landscaping. These instances are examined in detail within the "Analysis" section of this staff report.
7. The PAD narrative proposes architectural, site design, and landscaping design requirements more stringent than those found in the Zoning Ordinance. Amongst those items discussed are improving the aesthetics of parking areas, façade articulation, building materials, signage guidelines, drive-thru standards, and Class "A" office criteria. The project will also adhere to the Design Manual for Commercial, Industrial, and Multi-Family Development.
8. Water and Sewer services will be obtained from the City of Avondale. Four points of connection into the City's water system and three points of connection into the City's sewer system are available. Pipe will be laid within the right-of-way concurrent with the construction of the correlating roadway segments.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 PM on June 11, 2008 at the Civic Center Library. Letters were mailed to the 47 property owners located within 500 feet of the subject property on May 20, 2008. A neighborhood meeting notice sign was posted on the property on May 20,

2008. The neighborhood meeting was advertised in the West Valley View on May 20, 2008. According to the applicant, there were no attendees at the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on July 1, 2008. The property was posted on June 27, 2008. Letters were mailed out to 47 property owners on June 23, 2008. Staff received one phone call from a nearby resident seeking additional information on the proposal. No citizens spoke on the item at the Planning Commission meeting.

A notice of the City Council hearing was published in the West Valley View on July 29, 2008. The property was posted on July 28, 2008. Letters were mailed out to 9 property owners on July 21, 2008. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on July 17, 2008, and voted 6-0 to recommend **APPROVAL** of this request subject to the following stipulations (Exhibit F):

1. Development shall conform to the Avondale Gateway Center PAD General Development Plan Narrative date stamped June 9, 2008, except as modified by these stipulations.

2. No building permits for retail uses within the Employment/Commercial sub-area of this PAD shall be approved unless building permits have been issued for an equal or greater square footage of building within the Office or Business Park sub-areas of this PAD or within the Business Park or Mixed-Use/Office sub-areas of the adjacent Avondale Gateway PAD (Z-05-5). The square footage of the existing Hilton Garden Inn and Homewood Suites hotels (APN 102-56-018) shall not count toward this requirement.

3. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

4. Within the Employment/Commercial sub-area, all retail building end-cap suites shall provide a west-facing customer entrance so as to maximize accessibility from the Office and Business Park sub-areas.

5. No more than one drive-thru use shall be located adjacent to 107th Avenue. Up to two additional drive-thru uses may be allowed within the Employment/Commercial subarea if they are located within the interior of the site and views from 107th Avenue are minimized by the strategic placement of other buildings.

6. Pedestrian scale lighting shall be provided within all plazas and similar pedestrian gathering areas within the Office sub-area.

7. Trees shall be planted between the curb and sidewalk within the right-of-way adjacent to all collector roadways, as displayed in Exhibit 9 of the Development Plan, overhead plan view. The cross-section view in Exhibit 9, which does not show trees between sidewalk and curb, shall be disregarded.

8. The PAD will be restricted to no more than 30% of medical office use per sub area as analyzed in the preliminary traffic study analysis.

9. Right-of-way shall be dedicated by Final Plat to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:

Street	Right-of-way Widths Required

107th Avenue	Arterial Half Street – 65 Feet
Corporate Drive	Major Collector Half Street – 50 Feet
Roosevelt Street	Minor Collector Full Street – 80 Feet
Gateway Boulevard	Minor Collector Full Street – 80 Feet
111th Avenue	Minor Collector Half Street – 40 Feet
109th Avenue	Minor Collector Full Street – 80 Feet

10. The developer shall be required to construct all Phase 1 infrastructure improvements, as shown in Exhibit 14 of the PAD Development Program, prior to issuance of the first Certificate of Occupancy or certificate of completion for any building on site. In addition, improvements to 107th Avenue shall also be completed by the developer in the first phase. In the instance that the City's CIP project for 107th Avenue occurs prior to development, the developer shall pay the City the full cost of half-street improvements prior to issuance of a building permit. All improvements shall be completed per the then-current City of Avondale standards.

11. The developer shall be required to construct all Phase 2 infrastructure improvements, as shown in Exhibit 14 of the PAD Development Program, prior to issuance of the first Certificate of Occupancy or certificate of completion for any building south of Gateway Boulevard that is adjacent to Corporate Drive or requires access to corporate drive, unless a traffic study requires these improvements as part of an earlier phase. All improvements shall be completed per the then-current City of Avondale standards.

12. A full traffic impact study for the +/- 84 acre subject property will be required with the first master site plan submittal. Proposed phasing may change based on results of the traffic study.

13. Additional right-of-way may be required at the time of master site plan approval for intersections, turn lanes, decelerations lanes, bus pull-out bays, transit stops, and other site specific requirements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer. Construction of these improvements will be required with adjacent street improvements.

14. Contribution toward traffic signals will be determined based on results of the Traffic Impact Study, including required for 107th Avenue & Corporate Drive, and 107th Avenue & Gateway Boulevard if warranted. In addition, if other signals are determined to be warranted or if a significant portion of site generated traffic impacts nearby traffic signals, additional cost contribution may be required. Also, the intersection of 107th Avenue & Gateway Blvd. may be too close to the I-10 interchange for a traffic signal and may be required to have restricted turning movements; Final decision will be based upon the results of the revised traffic study and site plan application, as determined by the City Engineer.

15. The developer shall relocate the 69 KV power poles along 107th Avenue out of the ultimate right-of-way prior to issuance of the first certificate of occupancy or certificate of completion for any building within the Employment/Commercial sub-area. In the instance that the City's CIP project for 107th Avenue occurs prior to development in the Employment/Commercial sub-area, the developer shall pay the City the full cost required to relocate the 69 KV poles.

16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

17. All irrigation ditches on site or in the right of way adjacent to the site to be replaced/tiled with an underground pipeline and relocated (if necessary), or abandoned subject to the approval of the irrigation company and downstream users, if any.

18. Minimum master plan size shall be eight acres.

19. Service Stations and Auto Repair Facilities shall not be permitted within the Business Park sub-area.

20. Non-chartered financial institutions shall be prohibited.

21. There shall be a minimum separation of at least 165 feet between all freestanding signage.

At the bequest of Planning Commission, staff and the applicant continued to work together subsequent to the Planning Commission meeting to come to an agreement on the wording of stipulations 10 and 11 pertaining to the phasing of off-site improvements. An agreement was reached on July 31, 2008 and a revised phasing plan (Exhibit G) was submitted to the City. Stipulations 10 and 11 have subsequently been modified to reference the revised phasing plan.

The revised stipulations can be found within the recommendation section of this report.

ANALYSIS:

General Plan and Freeway Corridor Specific Plan

- The General Plan Land Use Map designates this property as Employment. The Employment designation encourages facilities that provide employment opportunities. The types of uses allowed in the employment category include general office and enclosed industrial uses, along with retail and commercial uses that support these primary employment uses.

  The uses proposed for the Avondale Gateway PAD are consistent with this employment designation. The Office sub-area and Business Park sub-area each have refined use lists intended to maximize employment opportunities on the site. Additionally, both staff and the applicant have worked to ensure that the Employment/Commercial sub-area functions in an appropriate support role to the employment uses on the property and in the immediate vicinity. In order to ensure that this retail area is compatible with the Employment Land Use Designation, the overall size of the retail sub-area, the size of retail establishments within the retail sub-area, and the breadth of permitted uses have all been limited in this area. Additionally, specific site and building design standards for this portion of the property have been included so that it will be integrated with the office and business park portions of the site. Furthermore, a stipulation has been included which will require the office/business park buildings be built prior to or concurrently with the retail portion.

- The sixth goal of the General Plan, Civic Infrastructure Theme, Circulation element is to "Reduce Avondale residents' reliance on automobiles." The integration of support retail uses into this development, as proposed, will reduce the need for future employees working within the site to drive off-site for meals and other simple errands.

- The subject property falls within the "Freeway Frontage" sub-area of the Freeway Corridor Specific Plan. According to the Specific Plan, the subject property is "well suited for certain types of commercial and commerce park uses which desire high visibility and are not impacted by freeway noise." The location of 3-10 story office buildings along the Interstate frontage takes advantage of the prominent freeway location and will help create a long desired visual presence.

- The Freeway Corridor Specific Plan states, "Design and landscaping standards must be developed to ensure that development along the Freeway will present an upscale image." The proposed Avondale Gateway Center PAD narrative proposes landscaping and design standards that exceed the Zoning Ordinance requirements. Additionally, adherence to the Design Manual for Commercial, Industrial, and Multi-Family Residential development will be required to ensure the future development of this site presents the upscale image identified in the Specific Plan.

- The Freeway Corridor Specific Plan identifies a maximum height of ten stories for development on the majority of this property; a maximum height of four stories is allowed on the southwest portion of the property due to its proximity to adjoining residential uses. The proposed PAD narrative identifies maximum building heights (10 stories/150 feet on majority of site, 4 stories/60 feet on southwest portion of site) in line with the maximum allowed by the Freeway Corridor Specific Plan.

- The Freeway Corridor Specific Plan requires master site planning in minimum 10 acre increments in order to ensure cohesive development and utilize the land's full potential. The applicant proposes 8 acre minimum master site plans to correspond to the smallest sub-area shown within the PAD development plan. The PAD contains standards designed to unify the entire 84 acre development and in several ways acts as a high level master site plan, in effect meeting the original intent of the Freeway Corridor Plan requirement.

- To ensure all retail uses act in support of surrounding employment uses, no building permits for retail uses within the Employment/Commercial sub-area of this PAD will be approved unless building permits have been issued for an equal or greater square footage of building within the Office or Business Park sub-areas of this PAD or within the Business Park or Mixed-Use/Office sub-areas of the adjacent Avondale Gateway PAD (Z-05-5). This stipulation will effectively prohibit the development of a standalone retail center which does act in support

Permitted Uses and Conditional Uses

- The Office sub-area is modeled after the C-O (Commercial Office) zoning district. The Permitted Uses proposed for the Office sub-area are consistent with the C-O Zoning District, with the following exceptions:

    - Within the C-O zoning district, sit-down restaurants are permitted subject to a Conditional Use Permit. The applicant is proposing to allow restaurants in the office sub-area. Keeping in mind that the PAD requires minimum building heights in this area of 3 stories, these uses will only be allowed as part of multi-story office buildings.

- The Business Park sub-area is modeled after the C-P (Commerce Park) zoning district. The Permitted Uses for the Business Park sub-area are consistent with the Commerce Park Zoning District with the following exceptions:

    - Warehousing/distribution facilities are limited to 30,000 feet in floor area. The Zoning Ordinance does not impose any maximum floor area for these uses.
    - Service Stations and Vehicle Repair are allowed subject to a Conditional Use Permit. Vehicle repair is a heavy-industrial use which is allowed only in the A-1 (General Industrial) zoning district due to the noise and visually unappealing temporary storage often associated with these facilities. Traditionally, vehicle repair has not been allowed within the Freeway Corridor with an exception being the service areas of the individual dealerships within the Automall. For these reasons, staff has recommended a stipulation prohibiting Service Stations and Vehicle Repair in the Business Park sub-area.

- Hotels, athletic and health clubs, and chartered financial institutions all require conditional use permits within the C-P zoning district but are permitted outright within this PAD. Staff and the applicant agree that these uses will support and amenitize the employment generators within the remainder of the PAD and should be encouraged at this location with no need for a CUP.

- The Employment/Commercial sub-area has been specifically tailored to conform to the General Plan land use designation of Employment. As such, it is not modeled after any of Avondale's commercial zoning districts which are intended for use in areas with a land use designation of "Commercial" or "Freeway Commercial". In order to maintain the Employment character of the area, the following measures have been taken:

  - The breadth of uses has been narrowed to those types of uses which will serve the employee population in the area.
  - Retail tenants have been limited to a maximum floor area of 20,000 square feet in order to prevent regional big-box retailers at this location. For reference purposes only, a 20,000 square foot retail space is slightly larger than a typical chain pharmacy.
  - The site will be limited to one drive-thru use adjacent to 107th Avenue. The applicant will be allowed up to two additional drive-thrus if they are screened from view from 107th Avenue by the strategic placement of other buildings.

Development Standards

- The development standards for the site are based largely on equivalent standards contained within the Zoning Ordinance Instances where this PAD deviates from Zoning Ordinance or Freeway Corridor Specific Plan standards are as follows *(unless stated below, proposed standards are identical to Zoning Ordinance Requirements)*:

Proposed Development Standards less restrictive than Zoning District and/or Freeway Corridor Plan Standards:

  - Minimum Front/Street-Side Setbacks in Business Park sub-area (Ordinance Standard – 25 feet; Proposed – 20 feet)
  - Maximum Building Coverage in Business Park sub-area (Ordinance standard (CP District) – 50%, Proposed – NONE)

Proposed Development Standards that exceed the Zoning District and/or Freeway Corridor Plan Standards:

  - Minimum Building Height within the Office sub-area (Ordinance standard – NONE, Proposed – 3 Story Minimum)
  - Minimum Setbacks from 107th Avenue in Employment/Commercial Sub-Area (Ordinance standard – 20 feet to building, Proposed – 30 feet to building)
  - Landscape Area Within the Office and Employment/Commercial Sub-Areas (Ordinance Standard – 10 % of net site area, Proposed – 15% of net site area)
  - Landscape Area Within the Business Park Sub-Area (Ordinance standard – 5% of net site area, Proposed – 10 % of net site area)
  - Tree Sizes at Primary Entrys (Ordinance standard – Combination of 15 Gallon and 24 inch box, Proposed – 36 inch box).
  - Foundation landscaping, or the percentage of any visible building frontage that must be landscaped (Ordinance standard: 33%, Proposed – 50%)
  - Parking Lot Landscaping Adjacent to Interstate-10 (Ordinance standard – 5 percent of parking lot area, Proposed – 15 percent of parking lot area)

- Public Art – (Ordinance standard: NONE, Proposed – 1% of development cost allocated for public art, $100,000.00 cap)

The minimum building heights, landscaping, and public art proposed within the PAD narrative represent substantial increases from equivalent standards contained within the Zoning Ordinance. Staff has determined that these increases are substantial enough to accommodate the applicant's request for shorter front and street side setbacks within the Business Park sub-area.

Design Standards

- The design expectations in the Freeway Corridor relate to the visibility and exposure to Interstate 10. The intent of the design standards contained in the PAD development narrative (pages 16-34) is to ensure a quality, integrated development with interesting architecture. In addition to the standard language detailing materials, colors, and other aspects of design, the applicant has proposed numerous site and building design standards unique to this project, some of which include:

  - Proposing a minimum drive-thru canopy length of 80 feet. More substantial canopies drastically help to camouflage the appearance of these uses.
  - "Class A" building criteria which all structures in the Office sub-area will be required to meet. Class A standards ensure that buildings will have interior access to all suites, no exterior staircases, covered parking areas, and high quality exterior site amenities such as plazas.
  - Limiting parking within proximity to Interstate 10. More specifically, the proposed PAD includes a standard that no more than 30 percent of the freeway frontage could include parking within 150 feet of the freeway in order to minimize large parking areas immediately adjacent to the freeway and to encourage building massing along this frontage.
  - Creating a specific set of standards (Pages 29-34) specifically designed to integrate the retail sub-area with the two office and employment focused sub-areas.
  - The use of color on building facades will be encouraged throughout the project during the site plan review process. The PAD does not prohibit the use of any specific colors in order to provide maximum flexibility to respond to the preferences of the City at the time of site plan approval.

- Staff has recommended stipulations pertaining to design, including:

  - That retail end-cap suites within the Commercial/Employment sub-area be designed with a west-facing customer entrance to encourage pedestrian movement between the office/business park buildings and the retail area.
  - That human scale lighting be provided within pedestrian plazas in the Office sub-area. This stipulation will help to ensure that these spaces remain usable by employees at all hours throughout the year.

- The applicant has included a series of images (Exhibit 12 of the PAD Narrative) representing the quality of building that will be built on this site. These images, along with the text itself, will be used while evaluating future proposals on site.

- In addition, the Commercial, Industrial, and Multi-Family Residential Design Manual will apply to aspects of this project not specifically addressed within the PAD narrative.

Signage

- Signage criteria are addressed in the PAD Development Plan. A comprehensive sign plan which identifies the design and locations for freestanding signage on the site will be required at the time of master site plan approval.

- The applicant is requesting signage which exceeds Zoning Ordinance requirements in terms of both size and number allowed, as follows:

    - The applicant is requesting one freeway pylon sign adjacent to Interstate-10 to identify the Avondale Gateway Center development and up to 8 tenants. The maximum allowed height of the sign will be 75 feet, 10 feet taller than the current Zoning Ordinance standard of 65 feet, but equal to the sign approved for the adjacent Automall.
    - Additionally, the applicant is proposing freestanding, individual tenant monument signs of up to six feet in height be allowed for banks, restaurants, and gas stations in the Employment/Commercial sub-area. The Zoning Ordinance would not permit individual tenants within planned retail centers to have their own signage. To reduce potential visual clutter, staff has recommended a stipulation requiring a minimum separation between all freestanding signage of at least 165 feet.
    - The Zoning Ordinance allows wall signage at the rate of one square foot of signage per linear foot of building frontage (a minimum of 24 square feet). Any building that is located on a corner is allowed to have wall signage on both street frontages. The Zoning Ordinance does not make allowances for any signage on building walls that do not front on a public street. The proposal includes building wall signage for all four sides of each building. This will ensure clear identification of the businesses from the adjacent roadways and the freeway. This is consistent with developments where customers or employees may be accessing buildings from multiple entry points. The maximum aggregate sign area will be dependant on the building type and size, with no building allowed more than 500 square feet of signage.

- The design of freestanding signage will share materials and themes with the buildings on site.

- Building wall signage will be consistent throughout the development. Except in cases where tenants have trademarked logos, all building signage will be limited to a standard typeface and color determined at the time of master site plan approval. Each tenant will be required to utilize halo, indirectly illuminated or non-illuminated reverse pan channel lettering.

Landscaping and Open Space

- As mentioned previously, the applicant is proposing landscaping in excess of Zoning Ordinance minimum requirements.

- Suitable shrubs, groundcover, and trees are listed in Exhbit 8 of the PAD Narrative. For water conservation purposes, the applicant has chosen plant species from the Arizona Department of Water Resources Low Water plant list.

- Primary site entry points, building entries, and pedestrian areas will be given enhanced landscaping (larger trees) in order to accentuate and highlight these visual interest points.

- One minimum 50 square foot pedestrian refuge area is required for each building. This area is required to offer pedestrian seating, shading, and landscaping. Additionally, each master plan area in the Employment/Commercial and Office sub-areas will be required to include a minimum 500 square foot plaza or courtyard also to include pedestrian seating, pedestrian lighting, landscaping, shading, and special paving.

- The developer will provide public art as part of each master site plan. One percent of the estimated development cost of any master site plan area will be allocated for on-site public art which may be incorporated into open spaces areas or the design of the buildings themselves.

Public Streets

- All public street improvements adjacent to and internal within the Avondale Gateway Center development will be constructed in two phases, as discussed previously in this report. Required improvements will be to then-current City Standard and include traffic lanes, bike lane, curb and gutter, sidewalks, street lights, landscaping, etc.

- The developer will be required to provide a full traffic impact study at the site plan review stage. Additional right-of-way beyond what was identified by stipulation may be required at that time in order to accommodate the future development. Results of the traffic study may also result in the need to construct portions of Phase II as part of the first phase.

Utilities

- The project will be adequately served by existing water and sewer capacity in the immediate area.

Water Rights

- Water rights associated with this property will be conveyed to the City of Avondale. This is a standard rezoning requirement to ensure the City will have an adequate water supply in the future.

FINDINGS:

The proposed rezoning meets the following findings:

- The proposed PAD zoning with staff recommended stipulations is in conformance with the General Plan and the Freeway Corridor Specific Plan.

- The proposal meets the PAD requirements of the Zoning Ordinance.

- The proposed PAD zoning will result in compatible land use relationships.

- The proposed development standards and design standards are consistent with the desired character of development for this area.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application Z-07-16, a request for rezoning approval subject to the following 21 stipulations:

1. Development shall conform to the Avondale Gateway Center PAD General Development Plan Narrative date stamped June 9, 2008, except as modified by these stipulations.

2. No building permits for retail uses within the Employment/Commercial sub-area of this PAD shall be approved unless building permits have been issued for an equal or greater square footage of building within the Office or Business Park sub-areas of this PAD or within the Business Park or Mixed-Use/Office sub-areas of the adjacent Avondale

Gateway PAD (Z-05-5). The square footage of the existing Hilton Garden Inn and Homewood Suites hotels (APN 102-56-018) shall not count toward this requirement.

3. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

4. Within the Employment/Commercial sub-area, all retail building end-cap suites shall provide a west-facing customer entrance so as to maximize accessibility from the Office and Business Park sub-areas.

5. No more than one drive-thru use shall be located adjacent to 107th Avenue. Up to two additional drive-thru uses may be allowed within the Employment/Commercial subarea if they are located within the interior of the site and views from 107th Avenue are minimized by the strategic placement of other buildings.

6. Pedestrian scale lighting shall be provided within all plazas and similar pedestrian gathering areas within the Office sub-area.

7. Trees shall be planted between the curb and sidewalk within the right-of-way adjacent to all collector roadways, as displayed in Exhibit 9 of the Development Plan, overhead plan view. The cross-section view in Exhibit 9, which does not show trees between sidewalk and curb, shall be disregarded.

8. The PAD will be restricted to no more than 30% of medical office use per sub area as analyzed in the preliminary traffic study analysis.

9. Right-of-way shall be dedicated by Final Plat to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:

Street	**Right-of-way Widths Required**
107th Avenue	Arterial Half Street – 65 Feet
Corporate Drive	Major Collector Half Street – 50 Feet
Roosevelt Street	Minor Collector Full Street – 80 Feet
Gateway Boulevard	Minor Collector Full Street – 80 Feet
111th Avenue	Minor Collector Half Street – 40 Feet
109th Avenue	Minor Collector Full Street – 80 Feet

10. Prior to issuance of the first certificate of occupancy or certificate of completion for any building on site, the developer shall be required to construct all Phase 1 infrastructure improvements as shown in the revised phasing exhibit date stamped July 31, 2008. All improvements shall be completed per the then-current City of Avondale standards.

11. Prior to issuance of the first certificate of occupancy or certificate of completion for any building south of Gateway Boulevard having frontage on Corporate Drive, requiring access to Corporate Drive, or determined to be required as part of an earlier phase based on results of the traffic study submitted during master site plan review, the developer shall be required to construct all Phase 2 infrastructure improvements as shown in the revised phasing exhibit date stamped July 31, 2008. All improvements shall be completed per the then-current City of Avondale standards.

12. A full traffic impact study for the +/- 84 acre subject property will be required with the first master site plan submittal. Proposed phasing may change based on results of the traffic study.

13. Additional right-of-way may be required at the time of master site plan approval for intersections, turn lanes, decelerations lanes, bus pull-out bays, transit stops, and other site specific requirements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer. Construction of these improvements will be required with adjacent street improvements.

14. Contribution toward traffic signals will be determined based on results of the Traffic Impact Study, including required for 107th Avenue & Corporate Drive, and 107th Avenue & Gateway Boulevard if warranted. In addition, if other signals are determined to be warranted or if a significant portion of site generated traffic impacts nearby traffic signals, additional cost contribution may be required. Also, the intersection of 107th Avenue & Gateway Blvd. may be too close to the I-10 interchange for a traffic signal and may be required to have restricted turning movements; Final decision will be based upon the results of the revised traffic study and site plan application, as determined by the City Engineer.

15. The developer shall relocate the 69 KV power poles along 107th Avenue out of the ultimate right-of-way prior to issuance of the first certificate of occupancy or certificate of completion for any building within the Employment/Commercial sub-area. In the instance that the City's CIP project for 107th Avenue occurs prior to development in the Employment/Commercial sub-area, the developer shall pay the City the full cost required to relocate the 69 KV poles.

16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

17. All irrigation ditches on site or in the right of way adjacent to the site to be replaced/tiled with an underground pipeline and relocated (if necessary), or abandoned subject to the approval of the irrigation company and downstream users, if any.

18. Minimum master plan size shall be 8 acres.

19. Service Stations and Auto Repair Facilities shall not be permitted within the Business Park sub-area.

20. Non-chartered financial institutions shall be prohibited.

21. There shall be a minimum separation of at least 165 feet between all freestanding signage.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving application Z-07-16, a request to rezone approximately 2.8 acres from Agricultural (AG) to Planned Area Development (PAD), subject to twenty-one stipulations.

ATTACHMENTS:

Click to download

- List of Exhibits
- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photo 2008
- Exhibit C - General Plan Land Use Map
- Exhibit D - Summary of Related Facts
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 1 of 8)
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 2 of 8)
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 3 of 8)
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 4 of 8)
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 5 of 8)
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 6 of 8)
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 7 of 8)
- Exhibit E - Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008 (Part 8 of 8)
- Exhibit F - Draft Planning Commission Meeting Minutes from July 17, 2008
- Exhibit G - Revised Phasing Plan, date stamped July 31, 2008
- Ordinance 1321-808

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

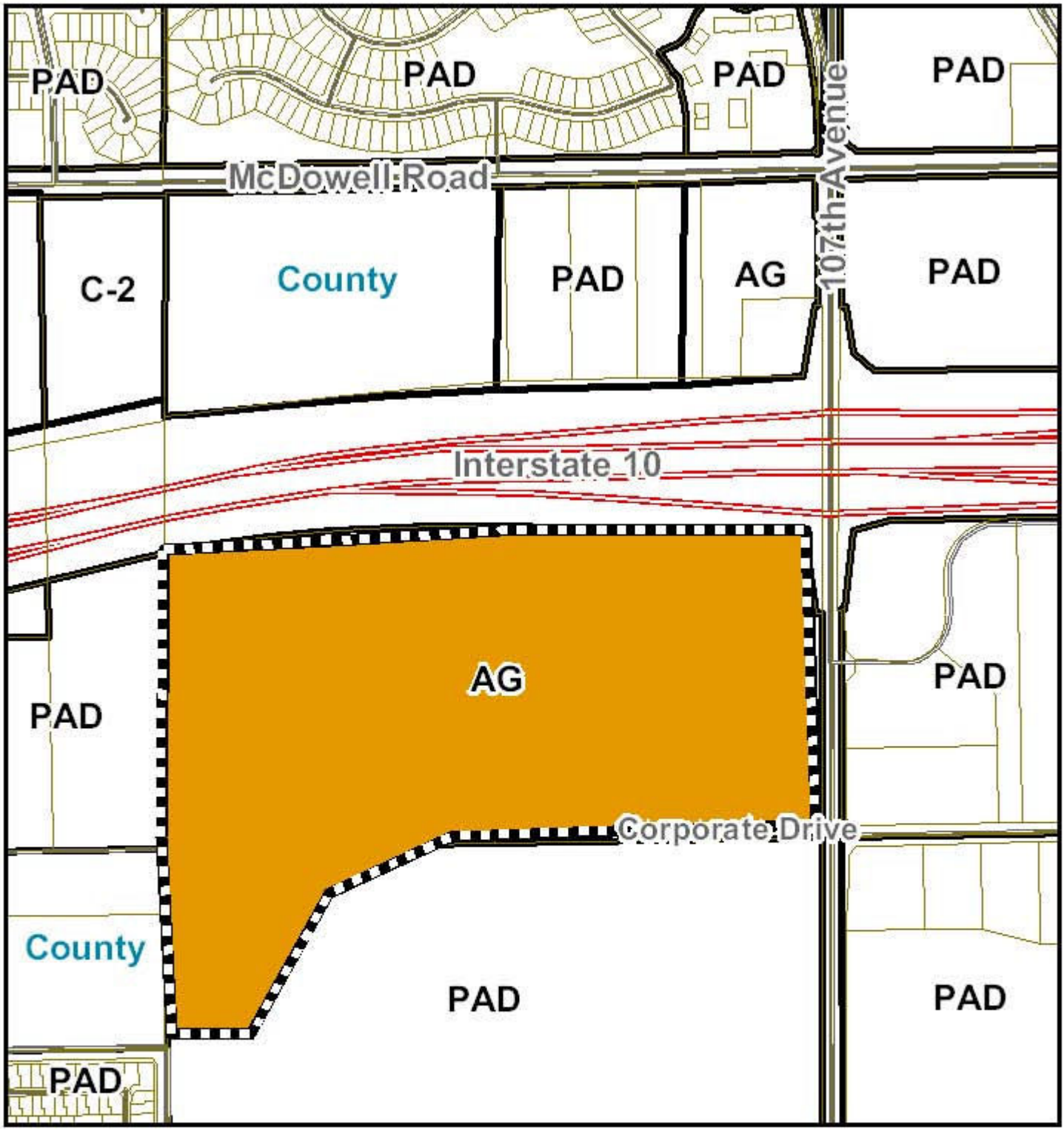
ATTACHMENTS

Exhibit A Zoning Vicinity Map
Exhibit B Aerial Photo 2008
Exhibit C General Plan Land Use Map
Exhibit D Summary of Related Facts
Exhibit E Avondale Gateway Center PAD Development Plan Narrative, date stamped June 9, 2008
Exhibit F Draft Planning Commission Meeting Minutes from July 17, 2008
Exhibit G Revised Phasing Plan, date stamped July 31, 2008.

FULL SIZE EXHIBITS:

PAD Development Plan, date stamped June 9, 2008

Exhibit A



2008 Aerial Photo

Avondale

Subject Property

Avondale Gateway Center

Exhibit 1

Aerial Photo

LEGEND

Project Boundary

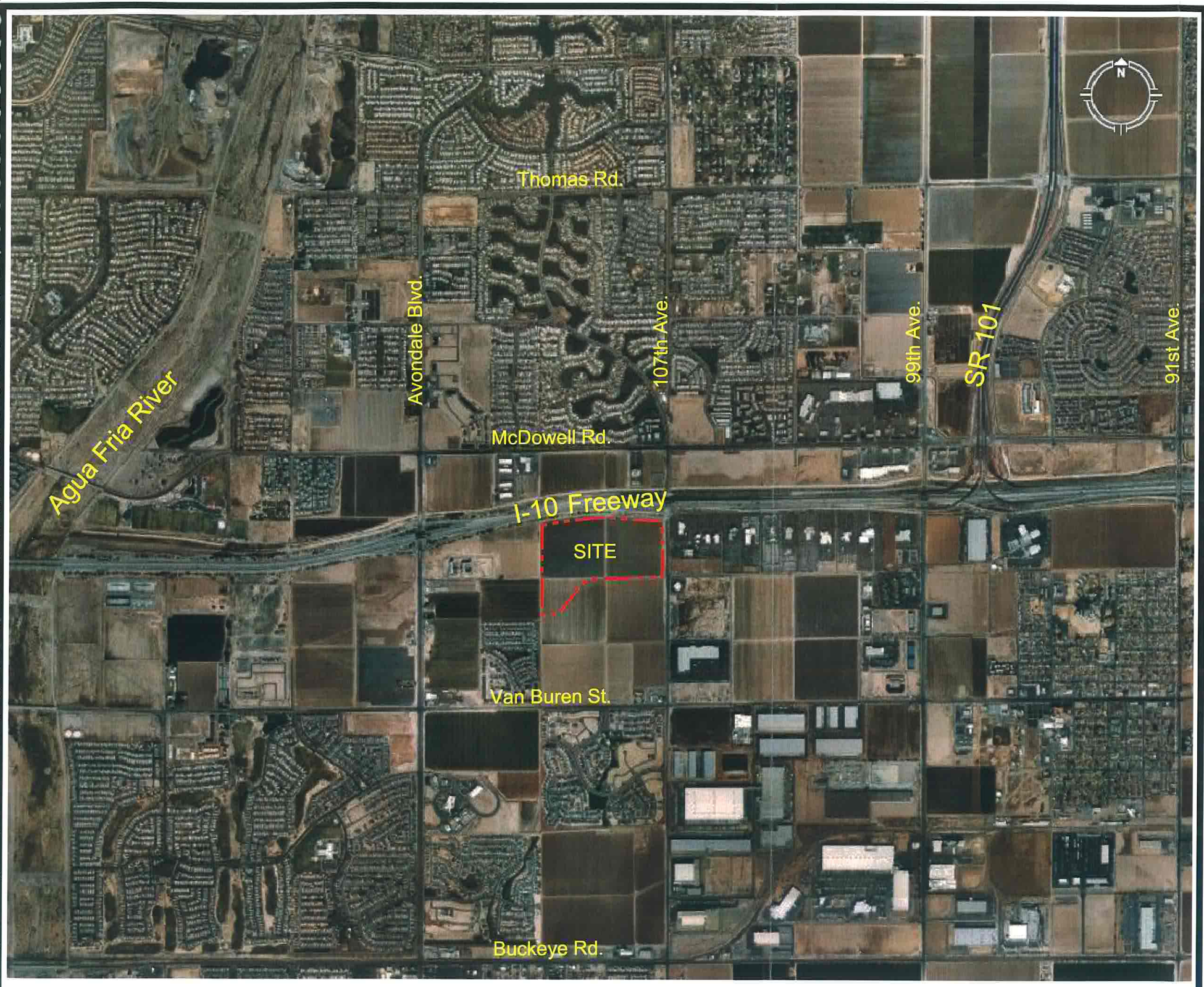
SCALE: 1"=350'

0 87.5' 175' 350'

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR

LVA urban design studio
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.0994



Avondale Gateway Center

Exhibit 2

Vicinity Map

LEGEND

Project Boundary

SCALE: 1"=2,000'

0 500' 1,000' 2,000'

NORTH

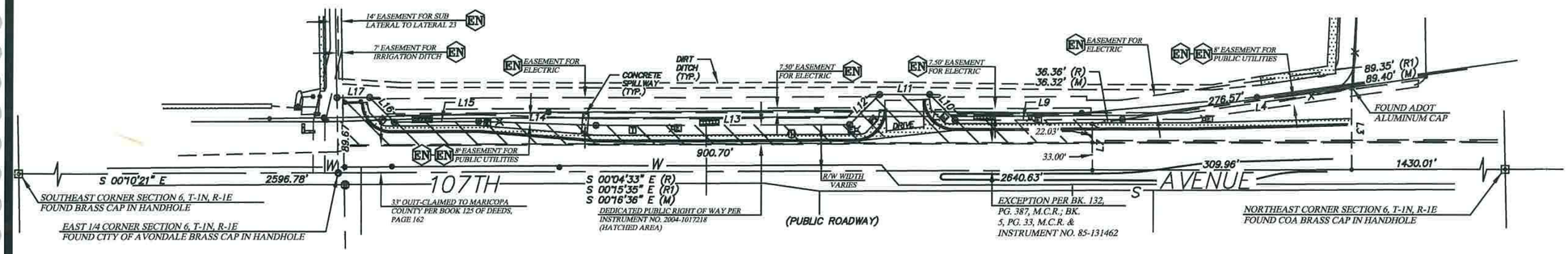
Date: 03.19.08
Job No.: 0712
Drawn by: PR

LVA urban design studio
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.0994

A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

OF

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



DETAIL "A"

NOT TO SCALE

SCHEDULE "B" ITEMS

(13) The fact that the herein described land has no rights of ingress and egress to the adjoining Limited Access State Highway, except across that portion of the boundary line hereinafter set forth, such rights having been:
Relinquished by a deed to the State of Arizona,
Recorded: July 24, 1992, Instrument No. 92-406971
Taken by decree in favor of the State of Arizona, a certified copy of which decree was
Recorded: April 26, 1983, Instrument No. 83-153115
Affects: as set forth therein.

(15) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: City of Avondale
Purpose: public utility
Recorded August 31, 2004, Instrument No. 2004-1017219
Affects: as set forth therein

(16) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Purpose: Utility lines and appurtenances
Recorded Instrument No. 04-1301044
Affects: as set forth therein
and re-recorded January 28, 2005, Instrument No. 05-114126

(17) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Purpose: Utility lines and appurtenances
Recorded October 29, 2004, Instrument No. 04-1274555
Affects: as set forth therein
and re-recorded January 28, 2005, Instrument No. 05-114129

(18) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Purpose: Aboveground and underground public utility facilities
Recorded February 11, 2005, Instrument No. 05-1772144
Affects: as set forth therein

(19) Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: United States of America
Purpose: construct, operate and maintain ditch
Recorded April 26, 1923, Book 175, Page 206
Affects: as set forth therein
(AFFECTS AN UNDEFINED PORTION OF SECTION 6 TO CONSTRUCT, OPERATE & MAINTAIN A DITCH)

(20) Right of way for a sub-lateral to Lateral 23 of the Grand Canal, located as set forth in Quit Claim Deed recorded September 11, 1919 in Book 132 of Deeds, page 392.

(24) Right of way for a sub-lateral to Lateral 23 of the Grand Canal, located as set forth in Quit Claim Deed recorded September 11, 1919 in Book 132 of Deeds, page 387 and 391.

DESCRIPTION

PARCEL NO. 1:
That portion of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at a 5/8" rebar found at the center of said Section 6;
Thence North 88 degrees 46 minutes 43 seconds East (R) North 88 degrees 43 minutes 57 seconds East (M) along the North line of the Southeast quarter of said Section 6, a distance of 1014.75 feet to a point on a non-tangent curve concave to the Southeast whose radius is 540.00 feet and whose center bears South 23 degrees 24 minutes 47 seconds East, said curve being the Northerly right of way line of proposed Roosevelt Street;
Thence Southwesterly along said curve to the left along said Northerly right of way line, through a central angle of 28 degrees 35 minutes 22 seconds, an arc distance of 269.45 feet to the point of tangency;
Thence South 37 degrees 59 minutes 51 seconds West, continuing along said Northerly right of way line, a distance of 557.98 feet to the point of curvature of a 460.00 feet radius curve concave to the Northwest;
Thence Westerly along said curve to the right, continuing along said Northerly right of way line, through a central angle of 51 degrees 30 minutes 49 seconds, an arc distance of 413.58 feet to the point of tangency;
Thence South 89 degrees 30 minutes 40 seconds West, continuing along said Northerly right of way line, a distance of 95.00 feet to the West line of the Southeast quarter of said Section 6;
Thence North 00 degrees 29 minutes 20 seconds West along said West line, a distance of 758.81 feet to the point of beginning.

PARCEL NO. 2:
A portion of the Northeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the City of Avondale Brass Cap in Handhole at the intersection of Roosevelt Street and 107th Avenue marking the East quarter corner said Section 6 from which a 5/8" rebar found at the center of said Section 6 bears South 88 degrees 46 minutes 43 seconds West 2628.24 feet, said described line being the South line of the Northeast quarter of said Section 6 and the basis of bearings for this description;
THENCE South 88 degrees 46 minutes 43 seconds West 89.67 feet along the South line of said Northeast quarter to the Southerly extension of the Westerly right of way line of 107th Avenue as deeded to the City of Avondale by instrument recorded in instrument number 04-1017218, Official Records of Maricopa County, Arizona and the POINT OF BEGINNING;
THENCE continuing South 88 degrees 46 minutes 43 seconds West 2538.57 feet along the South line of said Northeast quarter to a 5/8" rebar marking the center of said Section 6;
THENCE North 00 degrees 29 minutes 20 seconds West 1161.06 feet along the West line of said Northeast quarter to a set ½" rebar with cap marked RLS 42137 on the Southerly right of way of the Ehrenberg-Phoenix Highway;
THENCE North 78 degrees 03 minutes 06 seconds East 53.22 feet along said Southerly right of way to an Arizona Department of Transportation Aluminum Cap marking the beginning of a non-tangent curve the center of which bears South 12 degrees 04 minutes 57 seconds East 7439.44 feet;
THENCE Easterly along said Southerly right of way line and the arc of said curve through a central angle of 10 degrees 13 minutes 23 seconds, an arc distance of 1327.39 feet to its intersection with the Southerly line of that right of way deeded to the State of Arizona by instrument recorded in instrument number 92-0406971, Official Records of Maricopa County, Arizona;
THENCE South 86 degrees 43 minutes 27 seconds East 1167.90 feet along said right of way line to an Arizona Department of Transportation Aluminum Cap;
THENCE South 08 degrees 08 minutes 08 seconds East 276.57 feet along said right of way line to its intersection with the Westerly right of way line of 107th Avenue as deeded to the City of Avondale by instrument recorded in instrument number 04-1017218, Official Records of Maricopa County, Arizona;
THENCE Southerly along said Westerly right of way line the following eight courses and distances;
THENCE South 00 degrees 16 minutes 36 seconds East, 200.36 feet;
THENCE South 44 degrees 56 minutes 04 seconds West, 42.89 feet;
THENCE South 00 degrees 10 minutes 16 seconds East, 60.00 feet;
THENCE South 45 degrees 03 minutes 56 seconds East, 50.46 feet;
THENCE South 00 degrees 16 minutes 36 seconds East, 302.57 feet;
THENCE South 01 degrees 46 minutes 06 seconds West, 140.12 feet;
THENCE South 00 degrees 16 minutes 36 seconds East, 100.68 feet;
THENCE South 44 degrees 56 minutes 04 seconds West, 41.59 feet;
THENCE South 00 degrees 03 minutes 56 seconds East, 39.19 feet continuing along said Westerly right of way line and it's Southerly extension to the POINT OF BEGINNING.

NOTES

1) The basis of bearing is the North line of the Southeast quarter of Section 6, using a bearing of North 88 degrees 46 minutes 43 seconds East.

2) All title information and the description shown is based on an Amended Commitment for Title Insurance issued by Fidelity National Title Insurance Company, Order Number 39007961-D, dated January 23, 2007.

3) There are no striped parking spaces on the subject property.

4) According to FEMA Flood Insurance Rate Map, Map Number 04013C2085G, dated September 30, 2005, the subject property is located in Zone X. Zone X is defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood."

5) The underground utilities that have been shown are based on physical evidence or records provided by the respective utility companies, without verification by the surveyor. Due to the inconsistency inexact nature and ambiguity in the aforementioned records, no guarantee can be made as to the extent of the utilities available, either in service or abandoned, nor to their exact location. If this site is to be improved, the utilities and their locations shown on this survey should be verified. Please call an underground utility locator or "BLUE STAKE" at 263-1100 for the precise location and extent of all utilities in the area prior to any design and/or excavation.

6) The Surveyor has not obtained any information relating to, and has no knowledge of any proposed right of ways, easements, or dedications that any municipality, individual or governmental agency may require.

7) This A.L.T.A./A.C.S.M. Land Title Survey was prepared specifically for the use of the parties named in the certification and their representatives. Use of this survey by any other party is forbidden unless expressly permitted in writing in advance by Superior Surveying Services, Inc. This survey is not to be used for design purposes. Superior Surveying Services, Inc. shall have no liability for any unauthorized use of this information without their prior written consent.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 8/22/07
ARIZONA, U.S.A.

PARCEL NO. 1

AREA = 10.828 ACRES
471,648 SQ. FEET

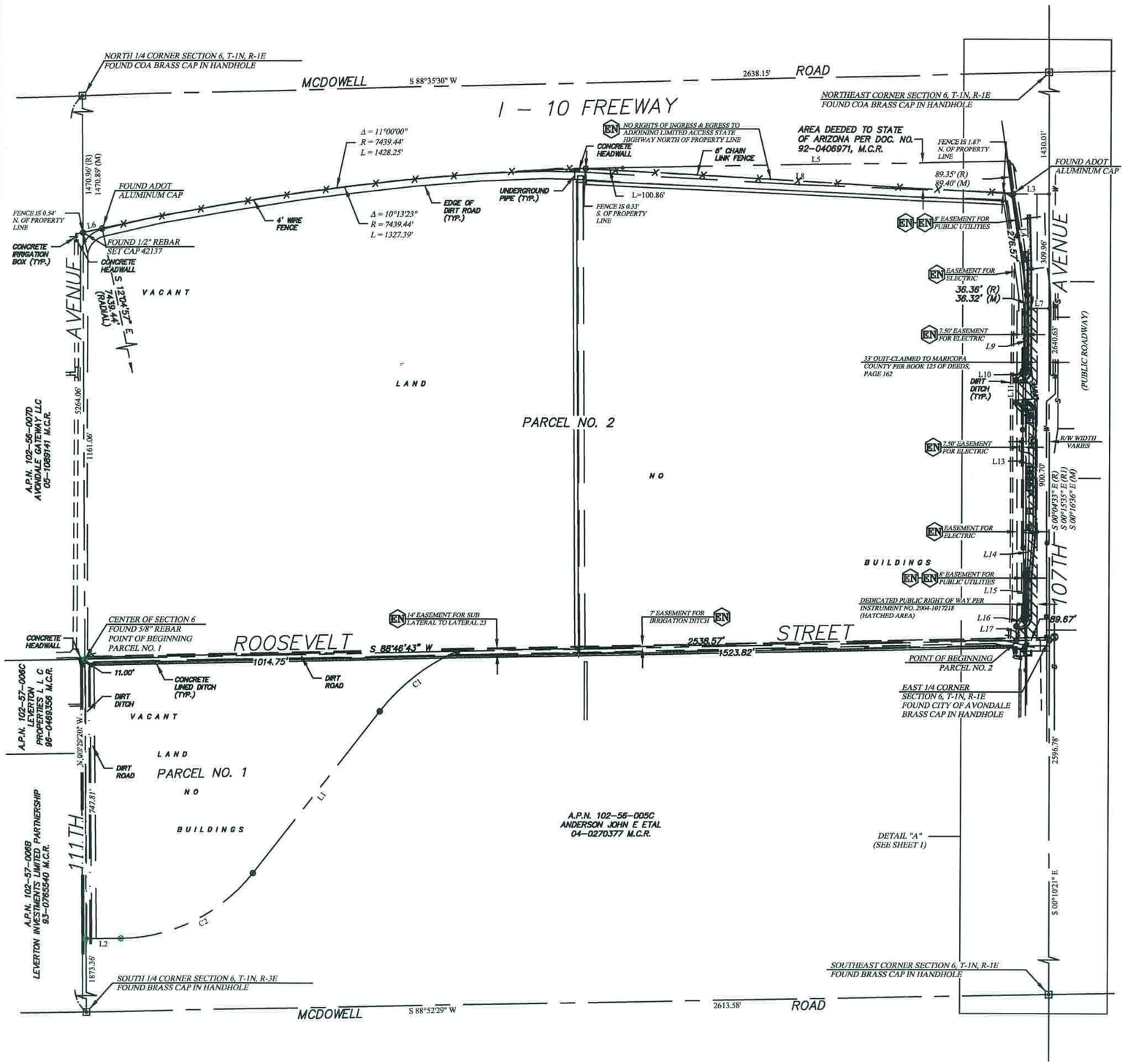
PARCEL NO. 2

AREA = 73.882 ACRES
3,218,297 SQ. FT.

ALTA Survey & Legal Description

Date:
03.19.08
Job No.:
0712
Drawn by:
PR

LVA urban design studio
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.0994



LEGEND

- SET 1/2" REBAR W/ CAP 42137 (UNLESS OTHERWISE NOTED)
- PROPERTY LINE
- CONCRETE SURFACE
- 24 INCH VERTICAL CURB & GUTTER
- 24 INCH ROLLED CURB
- 6 INCH CONCRETE CURB
- INDICATES DRIVEWAY (MEANS OF ACCESS)
- WALL
- FENCE
- O.H.E. — OVERHEAD ELECTRIC LINE
- W — UNDERGROUND WATER LINE
- S — UNDERGROUND SEWER LINE
- E — UNDERGROUND ELECTRIC LINE
- SCHEDULE B ITEM
- DOWN GUY
- ELECTRIC JUNCTION BOX
- ELECTRIC TRANSFORMER
- GUARD POST
- LIGHT POLE
- POWER POLE
- POWER POLE W/ UNDERGROUND ELECTRIC
- SEWER MANHOLE
- TRAFFIC SIGNAL BOX
- WATER VALVE

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
COA	CITY OF AVONDALE
(R)	RECORD PER DOCUMENT NO. 92-0406971, M.C.R.
(R1)	RECORD PER DOCUMENT NO. 04-1017218, M.C.R.
(R2)	RECORD PER SECOND EXCEPTION IN DESCRIPTION
(M)	MEASURED

LINE TABLE

LINE	BEARINGS	LENGTH
L1	S 37°59'51" W	557.98'
L2	S 89°30'40" W	95.00'
L3	S 89°55'27" W (R) S 89°43'17" W (M)	97.78' (R) 97.81' (M)
L4	N 07°56'00" W (R) N 08°08'08" W (M)	402.29'
L5	S 88°09'33" W (R) S 88°57'23" W (M)	1052.69'
L6	N 78°03'06" E	53.22'
L7	S 89°44'46" W (R1) S 89°43'17" W (M)	55.00' (R1) 55.03' (M)
L8	S 86°31'13" E (R) S 86°43'27" E (M)	1167.89' (R) 1167.90' (M)
L9	S 00°15'35" E (R1) S 00°16'36" E (M)	200.47' (R1) 200.36' (M)
L10	S 44°57'05" W (R1) S 44°56'04" W (M)	42.89'
L11	S 00°09'15" E (R1) S 00°10'16" E (M)	60.00'
L12	S 45°02'55" E (R1) S 45°03'56" E (M)	50.46'
L13	S 00°15'35" E (R1) S 00°16'36" E (M)	302.57'
L14	S 01°47'07" W (R1) S 01°46'06" W (M)	140.12'
L15	S 00°15'35" E (R1) S 00°16'36" E (M)	100.68'
L16	S 44°57'05" W (R1) S 44°56'04" W (M)	41.59'
L17	S 00°02'55" E (R1) S 00°03'56" E (M)	39.19'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	540.00'	28°35'22"	269.45'
C2	460.00'	51°30'49"	413.58'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 8/22/07
ARIZONA, U.S.A.

Exhibit 3 (B)

ALTA Survey & Legal Description

SCALE: 1"=350'

0 175 350'

87.5'

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR

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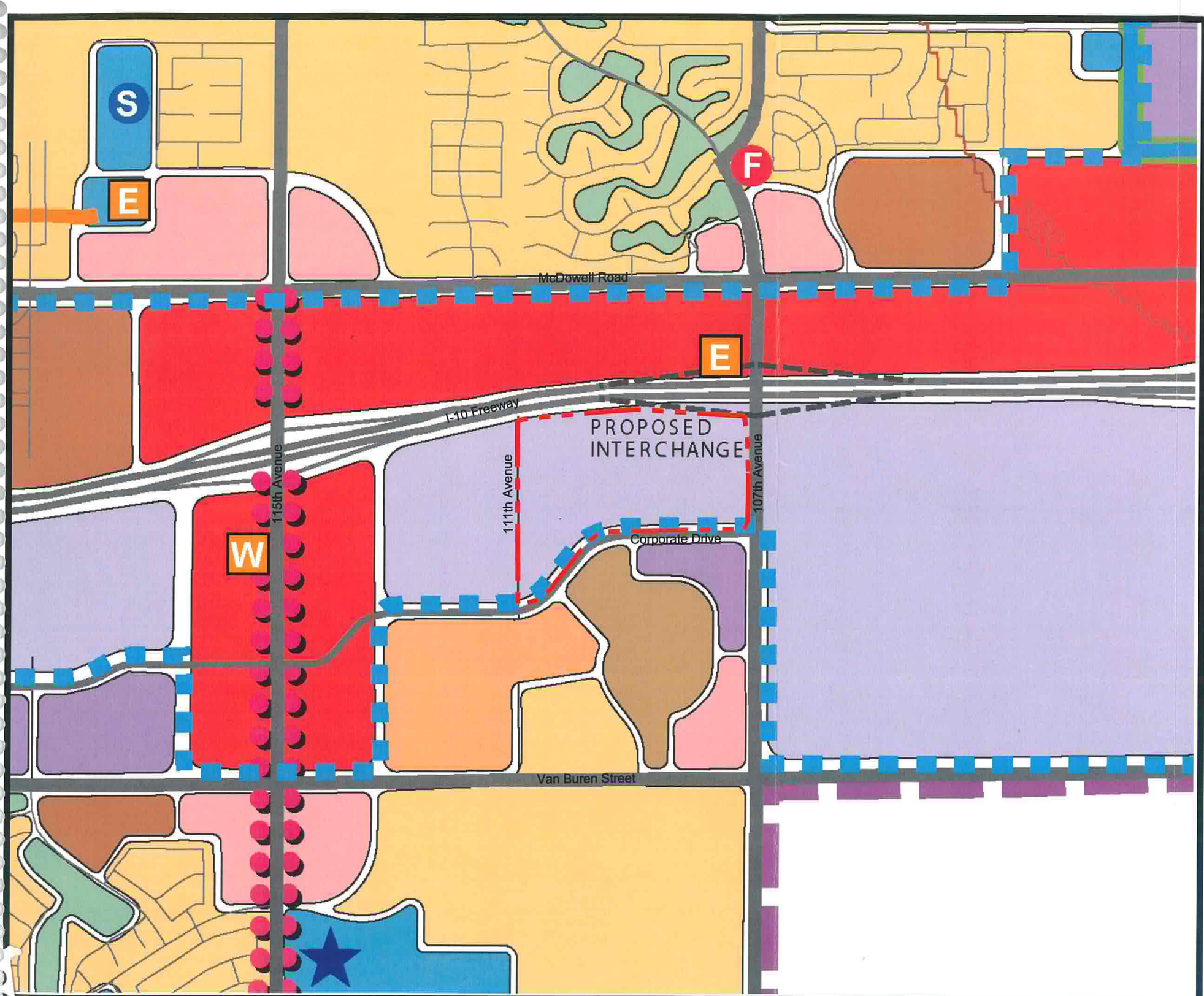

Avondale Gateway Center

Exhibit 4

General Plan Land Use Map

LEGEND

Project Boundary

LAND USE

- FREEWAY COMMERCIAL (Regional Retail, Light Industrial & Office)
- COMMERCIAL (Neighborhood and Community Retail & Office)
- MIXED USE (Employment, Commercial, Office & Residential)
- EMPLOYMENT (Business Park & Industrial Uses)
- MULTI FAMILY RESIDENTIAL (12+ DU/ ac, Target Density = 12)*
- HIGH DENSITY RESIDENTIAL (8- 12 DU/ ac, Target Density = 8)*
- MEDIUM HIGH DENSITY RESIDENTIAL (4 - 8 DU/ ac, Target Density = 4)*
- MEDIUM DENSITY RESIDENTIAL (2.5 - 4 DU/ ac, Target Density = 2.5)*
- LOW DENSITY RESIDENTIAL (1 - 2.5 DU/ ac, Target Density = 1)*
- RURAL LOW DENSITY RESIDENTIAL (0 - 1 DU/ ac, n/a)*
- OPEN SPACE
- PUBLIC FACILITIES

*The allowable density is the bottom of the density range. Higher densities may be approved by meeting the criteria identified in the Land Use Element (does not apply to Rural Low Density).

SYMBOLS

- GROWTH AREA
- COMMERCIAL & EMPLOYMENT CORRIDOR
- POTENTIAL RESORT
- School
- Library
- Police Station
- Fire station
- Municipal Bldgs & Storage Facilities
- Future City Hall location
- Waste Water Treatment Plant
- SRP Sub-Stations
- SRP Wells
- Avondale Well Sites
- In-Service
- Out-of-Service

SCALE: 1"=1,000'

0 250' 500' 1,000'

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR

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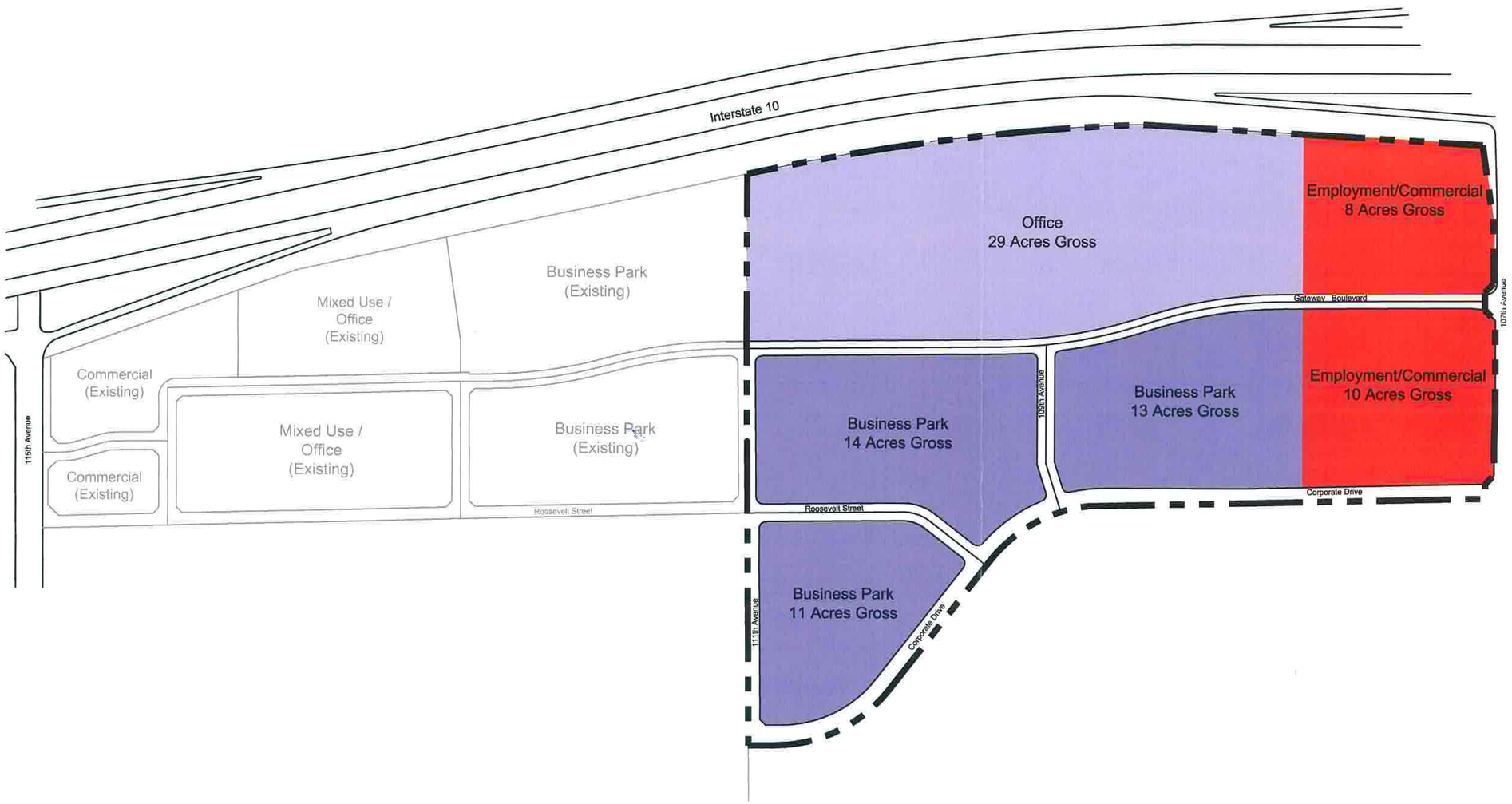

General Development Plan

LEGEND

Project Boundary

NOT TO SCALE

NORTH

Date:
03.19.08
Job No.:
0712
Drawn by:
PR

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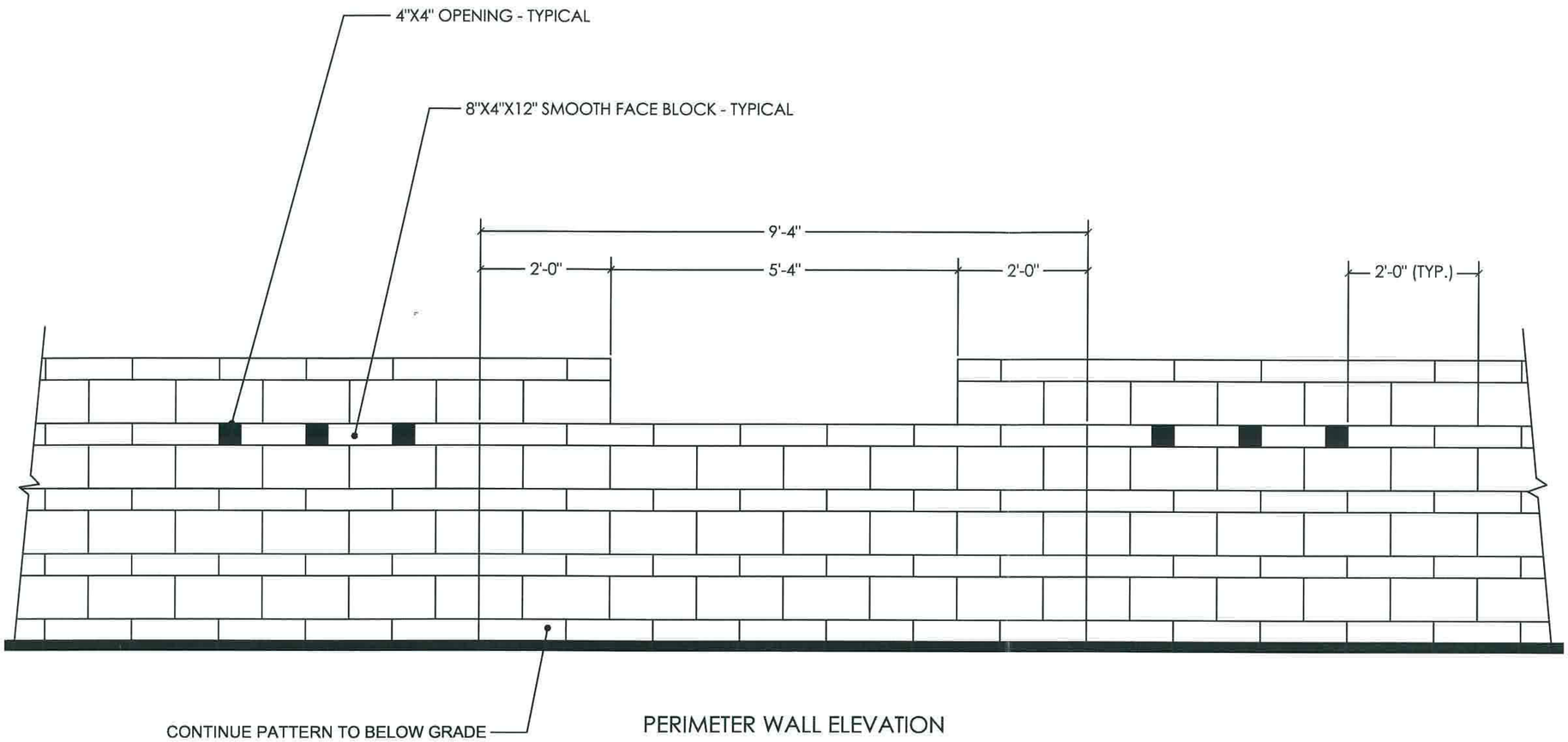
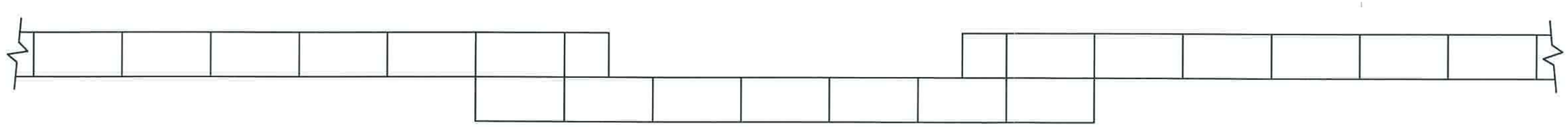


PERIMETER WALL ELEVATION



PERIMETER WALL PLAN VIEW

NOTE:

1. TYPICAL WALL- 8" HIGH SMOOTH BLOCK WITH 4"SMOOTH ACCENT BANDS, RECESSED $\frac{1}{2}$"
2. ACCENT WALL ELEMENTS- 8" HIGH SPLIT FACED BLOCK WITH 4" SMOOTH BANDS, RECESSED $\frac{1}{2}$"
3. BLOCK TO BE INTEGRAL COLOR OF STANINED COLOR TYPICAL THROUGHOUT MASTER PLAN.

Exhibit 6

Conceptual Screen Wall

NOT TO SCALE

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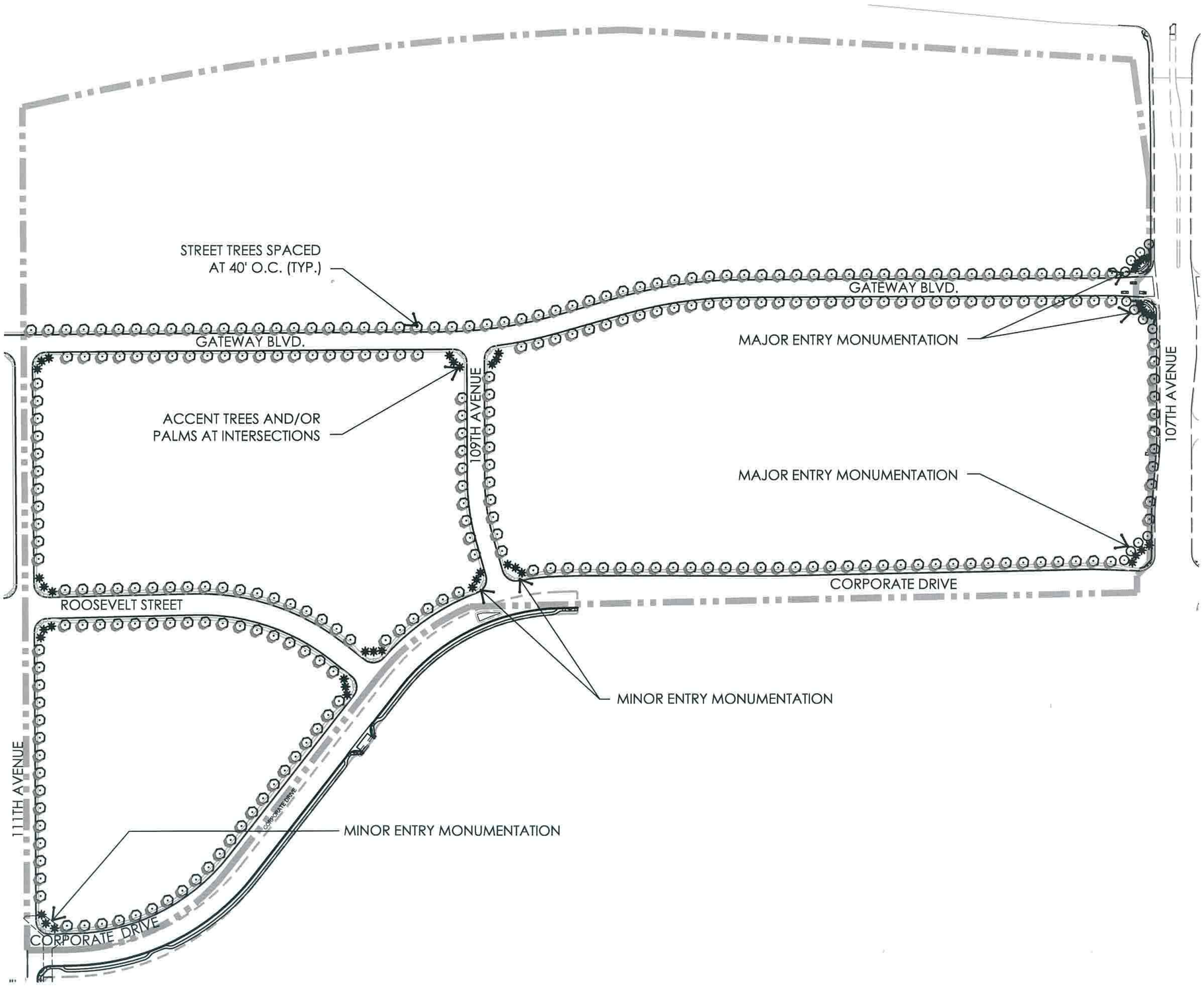
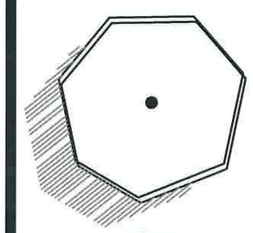


Conceptual Landscape Plan

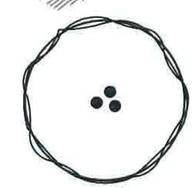
LEGEND

See Exhibit 8 for
Landscape Palette

PLANT MATERIAL LEGEND

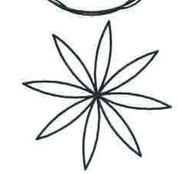


STREET TREES (TYPICAL):
- WEEPING WATTLE
- SOUTHERN LIVE OAK
- SISSO TREE
- ASH TREE



ACCENT TREES (TYPICAL):
- SWEET ACACIA
- PALO BREA
- CHITALPA
- DATE PALM
- FAN PALM
- DESERT MUSEUM PALO VERDE

PALM TREES (TYPICAL):
- DATE PALM
- FAN PALM



NORTH

NOT TO SCALE

Date:
03.03.08
Job No.:
0712
Drawn by:
PR

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Trees

- Sweet Acacia
- Catclaw Acacia
- Weeping Wattle
- Twisted Acacia
- Blue Palo Verde
- Palo Brea
- Chitalpa
- Ironwood
- Texas Ebony
- Southern Live Oak
- Date Palms
- Fan Palms
- Desert Museum Palo Verde
- Shoestring Acacia
- Evergreen Bird of Paradise
- Sissoo Tree
- Ash Tree

Accents

- Century Plant
- Octopus Agave
- Gentry's Agave
- Weber's Agave
- Saguaro Cactus
- Desert Spoon
- Fishhook Barrel
- Ocotillo
- Giant Hesperaloe
- Red Yucca
- Bear Grass
- Opuntia sp. (Cactus varieties)
- Golden Barrel
- Toothless Desert Spoon
- Spanish Bayonet
- Twisted Yucca
- Agave sp.

Shrubs/Groundcovers

- Desert Carpet
- Bursage
- Desert Milkweed
- Bougainvillea 'Barbara Karst'
- Shrubby Senna
- Mexican Bird of Paradise
- Red Bird of Paradise
- Yellow Bird of Paradise
- Baja Fairy Duster
- Pink Fairy Duster
- Dalea 'Sierra Gold'
- Brittle Bush
- Turpentine Bush
- Desert Lavender
- Chuparosa
- Regal Mist
- Firecracker Penstemon
- Desert Penstemon
- Lady Bank's Rose
- Mexican Barrio Ruellia
- Cleveland Sage
- Jojoba
- Globe Mallow
- Ruellia Species
- Green Cloud Sage
- Chihuahuan Sage
- Salvia Species
- Valentine Bush
- Paper Flower
- Petite Pink Oleander
- Heavenly Bamboo
- Turf
- 3/4" Decomposed Granite

Landscape Palette

Date:
03.03.08
Job No.:
0712
Drawn by:
PR
Revised:
06.06.08

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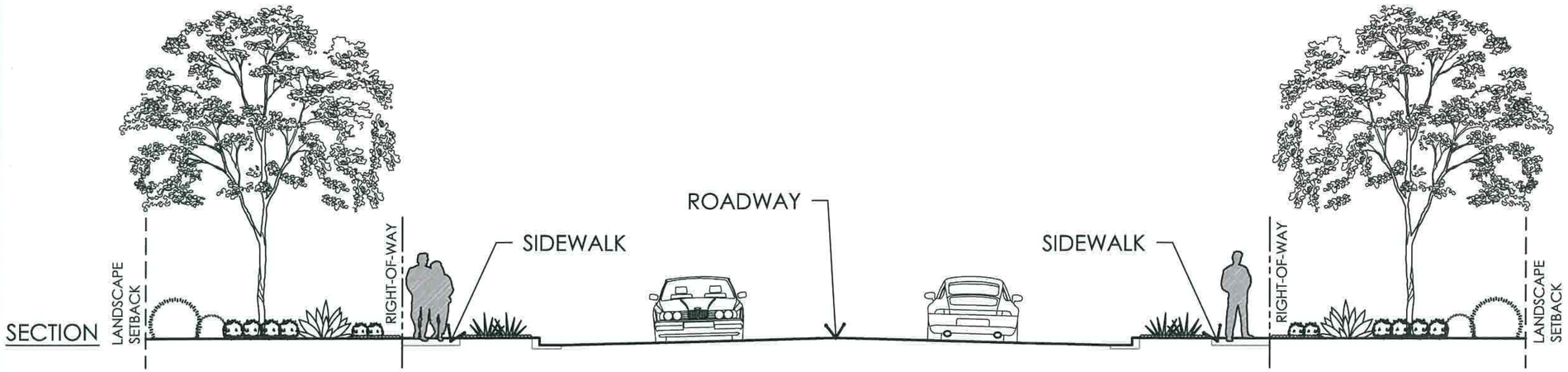
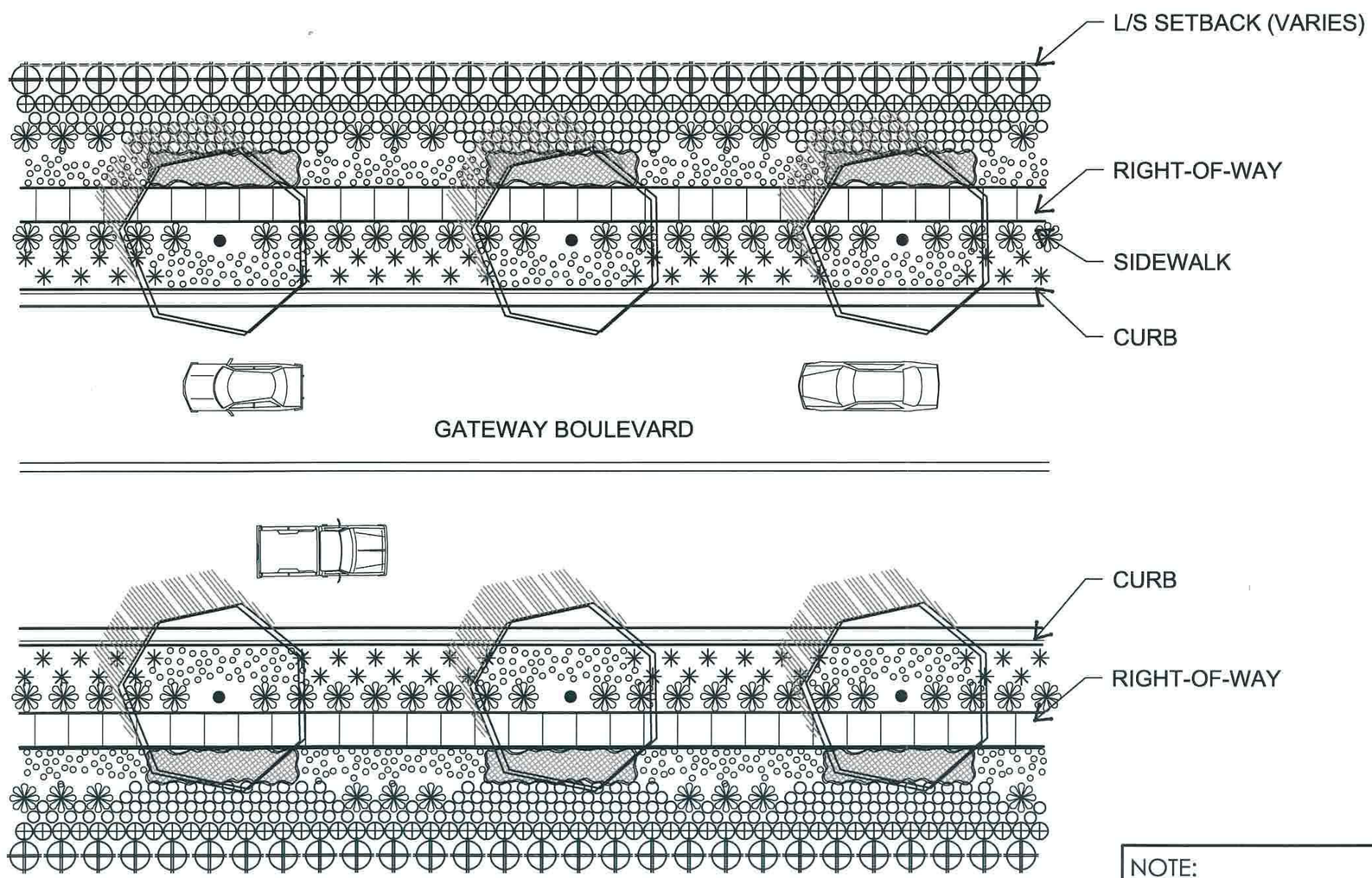
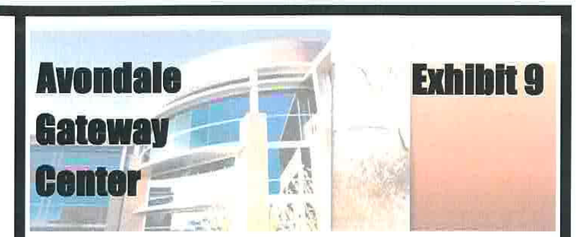




PLAN VIEW

NOTE:
SEE CIVIL PLANS FOR EXACT CROSS SECTION DIMENSIONS

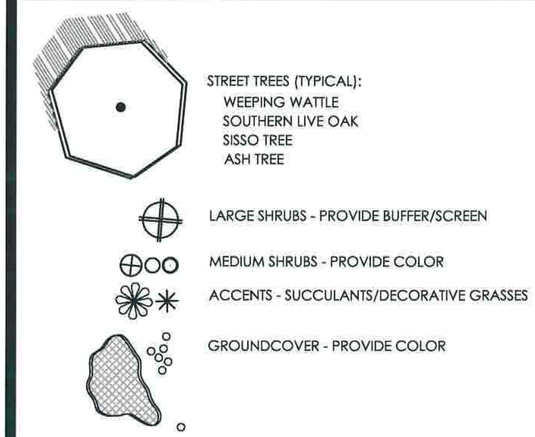


Streetscape Sections

LEGEND

See Exhibit 8 for Landscape Palette

PLANT MATERIAL LEGEND



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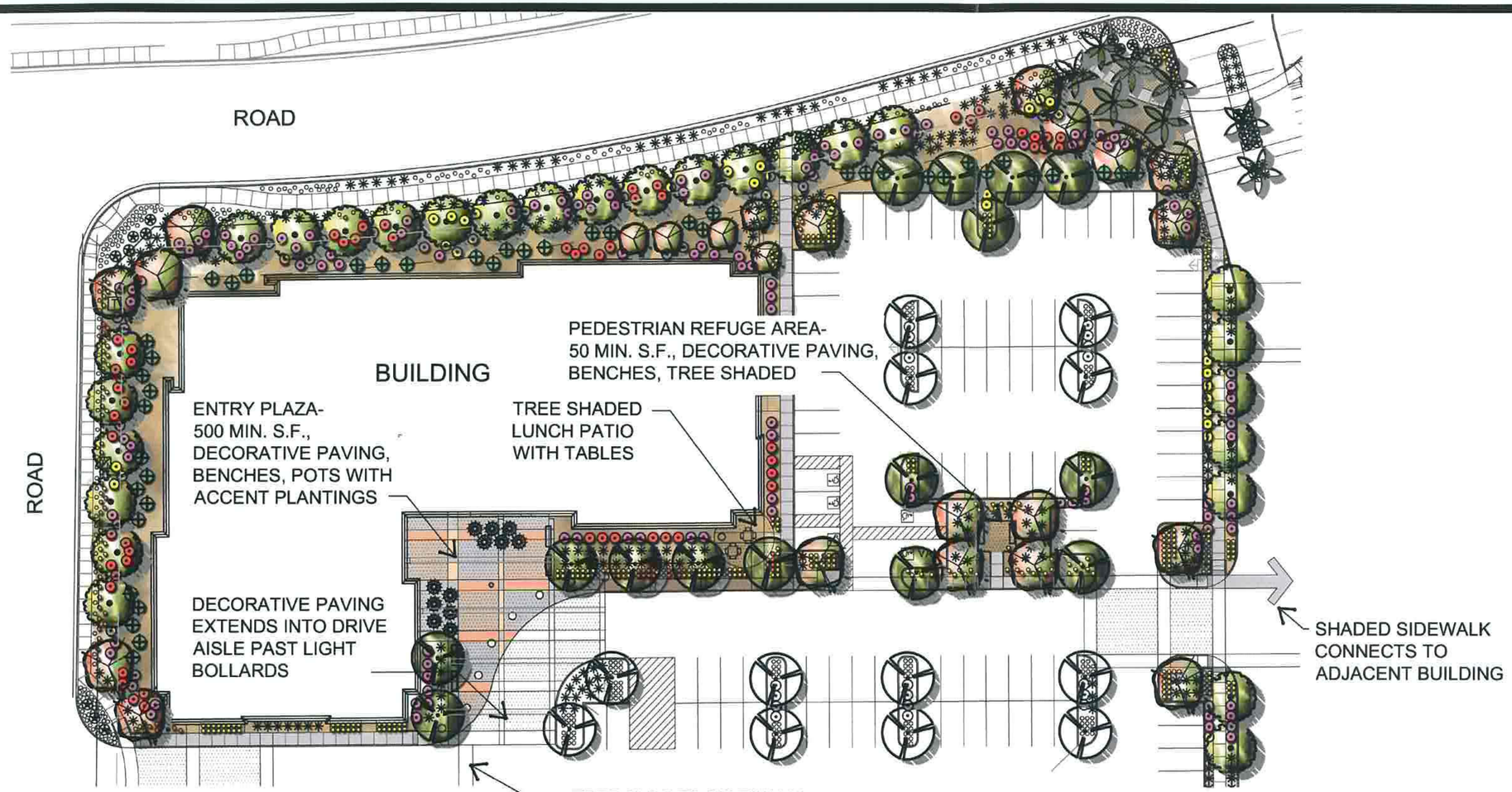
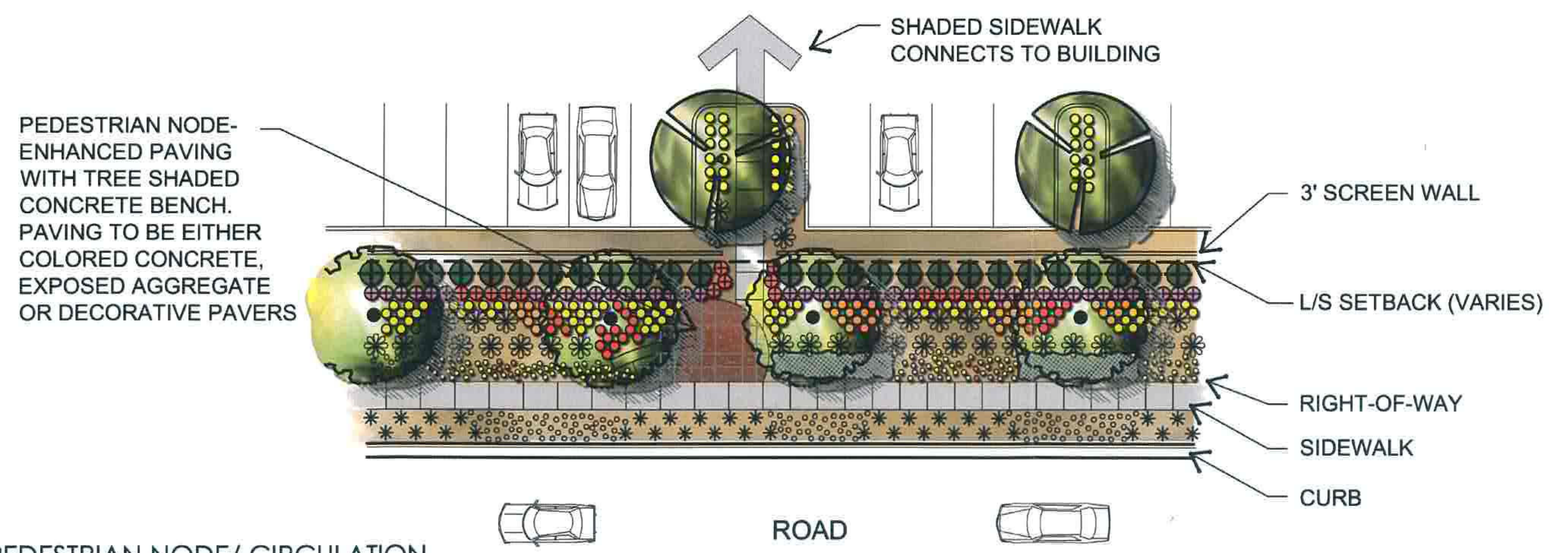


SITE OPEN SPACE



PEDESTRIAN NODE/ CIRCULATION

0712\CAD\Landscape\Preliminary\Figure 6 - landscape street frontage.dwg

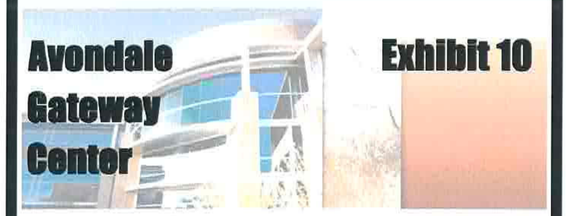
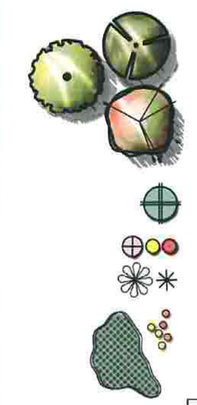


Exhibit 10

Open Space Concepts

PLANT MATERIAL LEGEND



STREET TREES (TYPICAL):
WEEPING WATTLE
SOUTHERN LIVE OAK
SISSO TREE
ASH TREE

LARGE SHRUBS - PROVIDE BUFFER/SCREEN

MEDIUM SHRUBS - PROVIDE COLOR

ACCENTS - SUCCULANTS/DECORATIVE GRASSES

GROUNDCOVER - PROVIDE COLOR

NOTE:
OPEN SPACE SHALL INCLUDE ALL LANDSCAPE AND HARDSCAPE AREAS, EXCLUDING AREAS WITHIN THE ROW OR PARKING LOT LANDSCAPING WHERE NOT IMMEDIATELY ADJACENT TO A PEDESTRIAN WALKWAY.

NOT TO SCALE

NORTH

Date:
04.09.08
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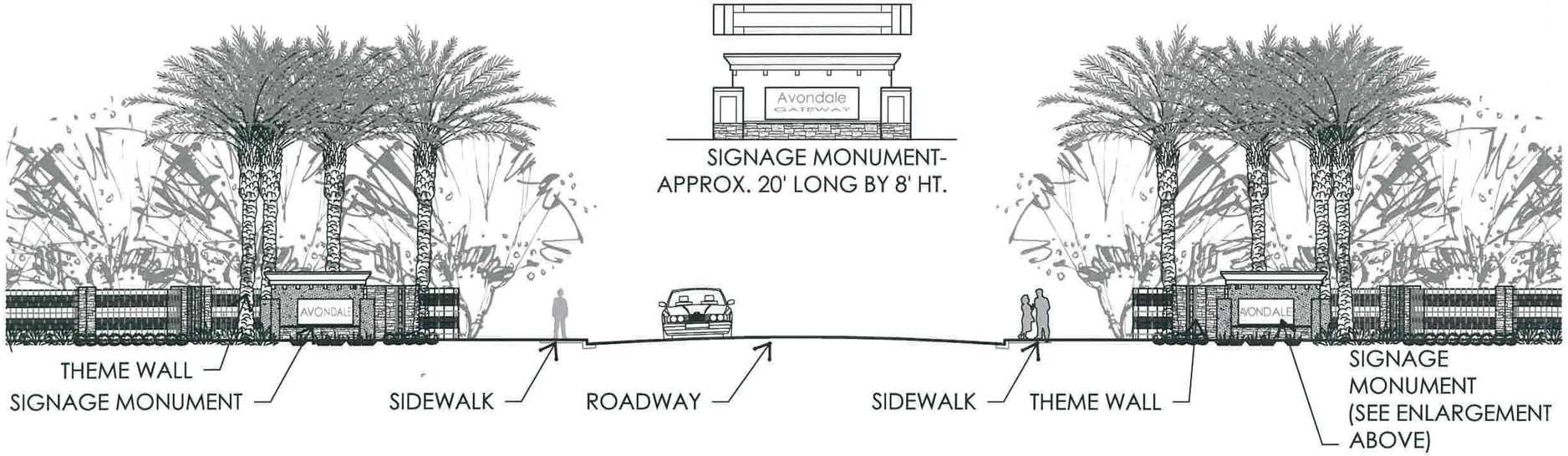

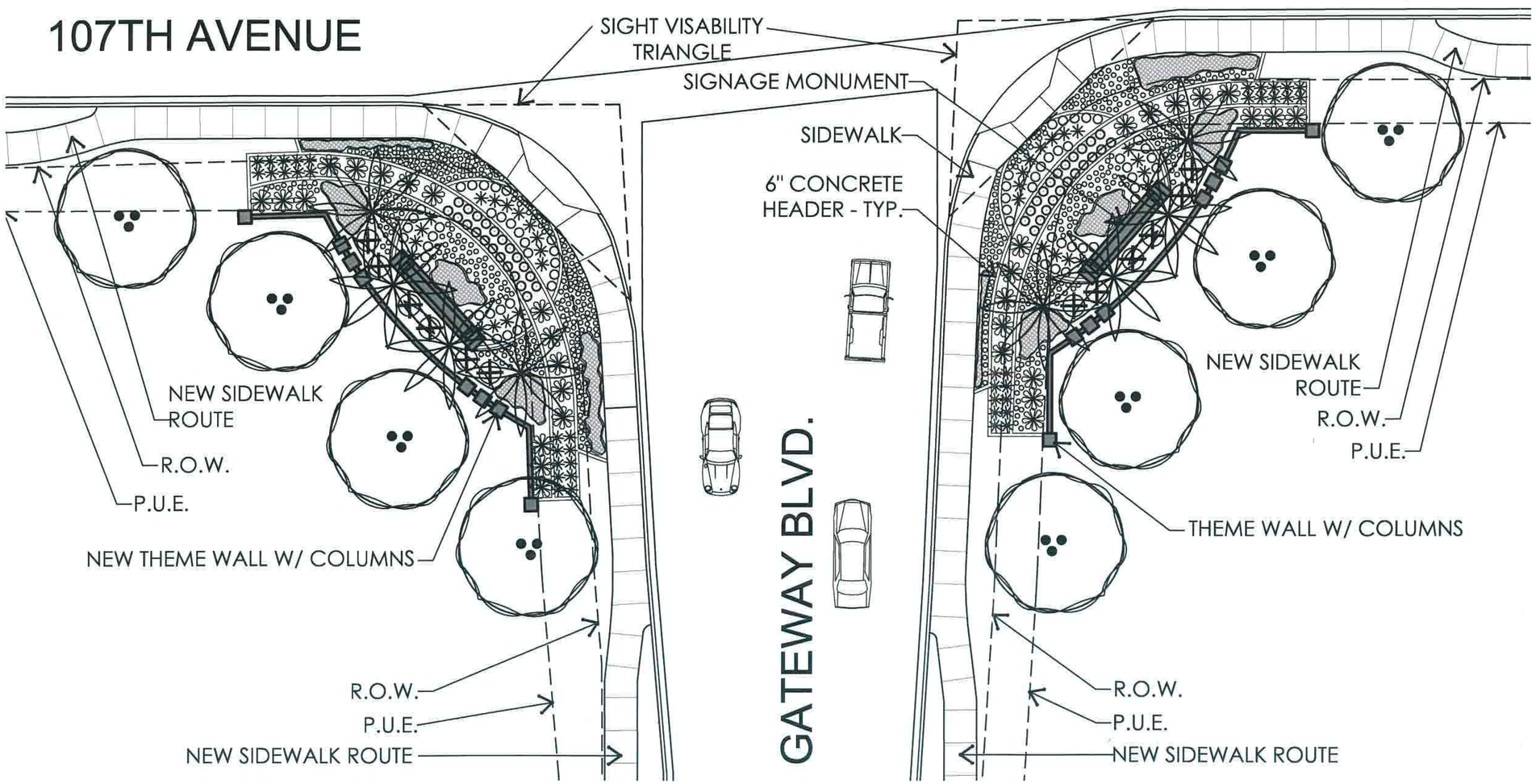

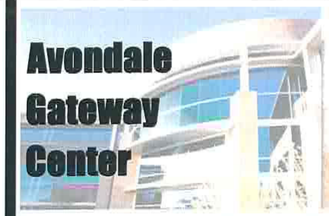

Exhibit 11 [A]

Entryway Feature

(major monument)

LEGEND

See Exhibit 8 for Landscape Palette

PLANT MATERIAL LEGEND

- ACCENT TREES - ENTRY AREAS
- LARGE SHRUBS - PROVIDE HEIGHT/COLOR
- MEDIUM SHRUBS - PROVIDE COLOR
- ACCENTS - SUCCULANTS/DECORATIVE GRASSES
- GROUNDCOVER - PROVIDE COLOR

NOTE: SIGHT VISIBILITY TRIANGLES WILL BE DETERMINED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF AVONDALE STANDARDS AND AASHTO GUIDELINES, AND MUST BE SHOWN ON LANDSCAPE PLANS.

NOT TO SCALE

NORTH

Date: 03.03.08
Job No.: 0712
Drawn by: PR
Revised: 06.06.08

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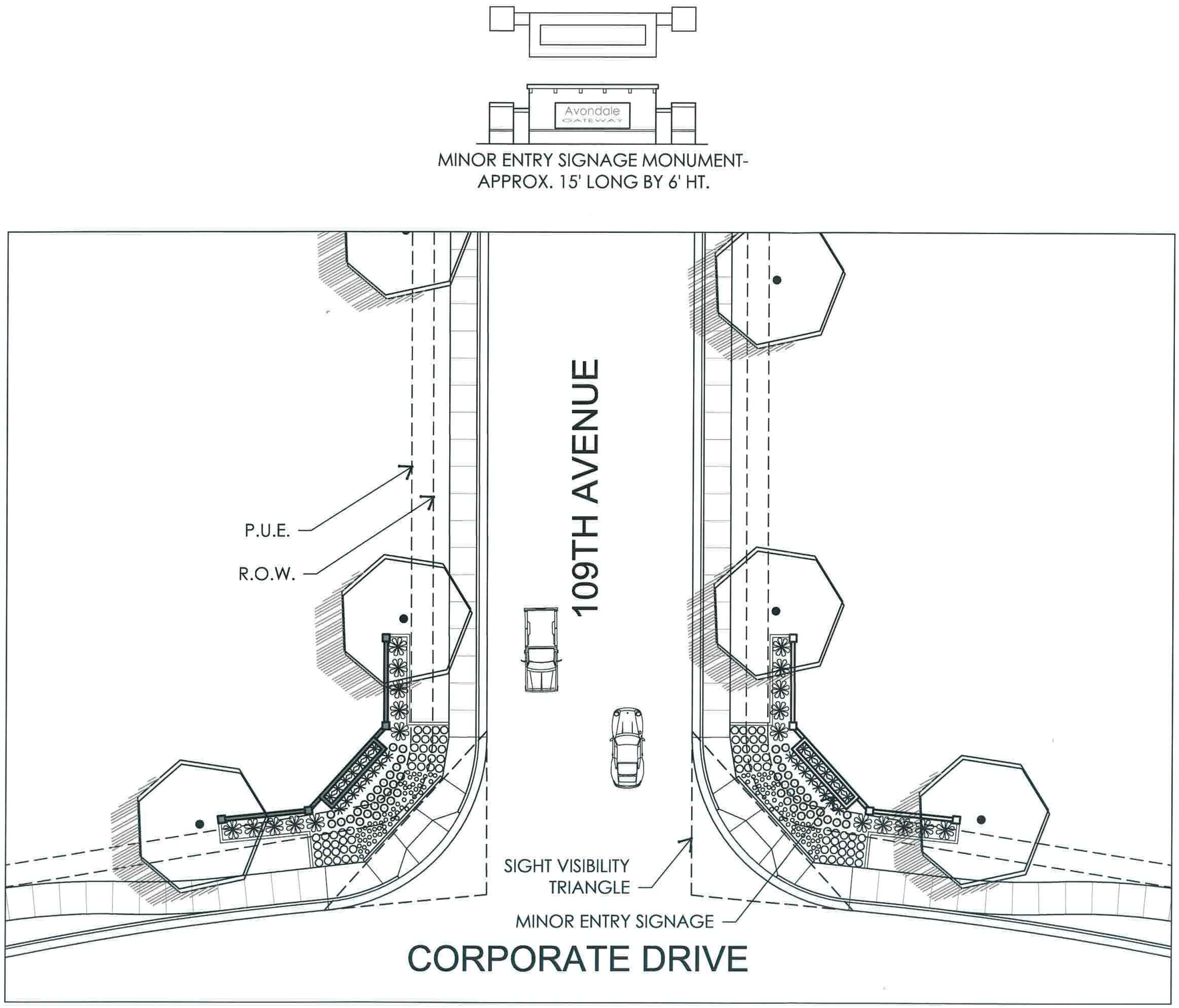

Exhibit 11 [B]

Entryway Feature

(minor monument)

LEGEND

See Exhibit 8 for Landscape Palette

PLANT MATERIAL LEGEND

ACCENT TREES - ENTRY AREAS

PALM TREES - ENTRY AREAS

LARGE SHRUBS - PROVIDE HEIGHT/COLOR

MEDIUM SHRUBS - PROVIDE COLOR

ACCENTS - SUCCULANTS/DECORATIVE GRASSES

GROUNDCOVER - PROVIDE COLOR

NOTE: SIGHT VISIBILITY TRIANGLES WILL BE DETERMINED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF AVONDALE STANDARDS AND AASHTO GUIDELINES, AND MUST BE SHOWN ON LANDSCAPE PLANS.

NORTH

NOT TO SCALE

Date: 03.03.08
Job No.: 0712
Drawn by: PR
Revised: 06.06.08

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Business Park

Office

Employment / Commercial

Avondale Gateway Center

Exhibit 12

Architectural Character Images

Date:
03.19.08
Job No.:
0712
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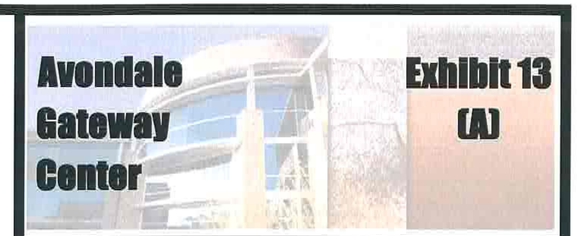

Signage Matrix

Freestanding Sign Matrix

User Type	Type	Quantity	Maximum Height	Maximum Area	Description	Location
Master Development Signs	Freeway Pylon (office and commercial use)	One (1)	75 Feet	Total Signage, per face, not to exceed 45% of the gross sign area	Eight (8) tenant panels and Identification of Master Development	Adjacent to Interstate 10 Freeway as per plans.
	Entrance Monuments	Two (2)	8 feet	60 square feet	Identification of Master Development Only	NW and SW corner of 107th Avenue and Gateway Boulevard.
	On-site Campus Directories	As required to provide safe traffic flow	8 feet	32 square feet	Directional information to buildings, facilities, etc.	As per plans
	On-site Directionals	As required to provide safe traffic flow	4 feet	12 square feet	Information for private, public, delivery entrances and exits.	As per plans
Employment/ Commercial	Multi-Tenant Monument	Two (2)	14 feet	80 square feet	Up to six (6) tenant panels and identification of project	As per plans
	Single-Tenant Monument (banks, restaurants and fuel stations)	One per street frontage	6 feet	60 square feet	Identification of tenant	As per plans
Office Park (Single building development)	Single-Tenant Building Monument	One (1) per street frontage	6 feet	60 square feet	Identification of tenant	As per plans
	Multi-Tenant Building Monument	One (1) per street frontage	10 feet	80 square feet	Up to six (6) tenant panels and may contain identification of project	As per plans
Office Park (Multi-building development)	Multi-Tenant Monument	Two (2) per street frontage	10 feet	80 square feet	Up to eight (8) tenant panels and identification of project	As per plans
Business Park	Single-Tenant Building Monument	One (1) per street frontage	6 feet	60 square feet	Identification of tenant	As per plans
	Multi-Tenant Building Monument	One (1) per street frontage	10 feet	80 square feet	Up to six (6) tenant identification panels	As per plans
Hotel (if applicable)	Hotel Primary Identification Monument	One (1) per primary entrance	8 feet	60 square feet	Identification of hotel user	As per plans
	Hotel Secondary Identification Monument	One (1) per secondary entrance	4 feet	30 square feet	Identification of hotel user	As per plans
	Hotel Directional Signs	As approved by staff at time of sign permit, maximum of two signs per hotel site	4 feet	7 square feet	No identification or logos, for navigation only	As per plans

Sign locations must be delineated at time of Final Site Plan review.
For all multi-tenant freestanding signs, a landscaped area shall be provided, on-premise at the street frontage at the base of the sign, which shall extend a minimum of four (4) feet beyond the perimeter section of the sign structure at its widest point.

Setbacks
No signs shall be located in any public right of way but may be located at the property line with the leading edge of the sign.
No signs shall be located in any public utility easement.

Date:
03.19.08
Job No.:
0712
Drawn by:
PR
Revised:
06.06.08

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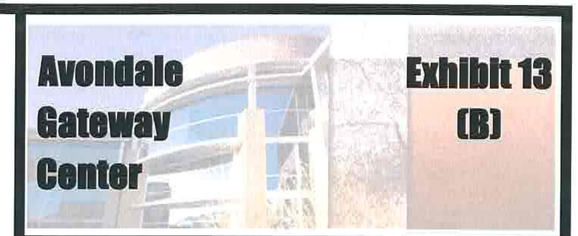

Signage Matrix

Building Wall Sign Matrix

User Type	Type	Quantity	Sign Area	Placement	Description	Illumination
Freeway Corridor	Signage on any building elevation directly facing the freeway (not criteria for other elevations)	A maximum of two (2) freeway oriented signs per elevation.	Two (2) square foot of signage for each one (1) linear foot of the elevations oriented to freeway traffic. [1,2] The maximum aggregate sign area shall be 500 square feet for buildings up to 50,000 square feet in floor area and 850 square feet for buildings greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review and must be integrated with building design. Signage to be located on the upper floor of the building, and may or may not be located over tenants leased space.	Reverse pan channel letters and logos; or custom cabinets shall be allowed. If applicable, tenants to be allowed to use nationally/locally recognized corporate standard design and colors. All other tenants shall use a standard typeface and color.	Halo or indirect
Employment/ Commercial	Single-tenant buildings	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] Single tenant buildings on corner parcels with building frontage on two major roadway frontages may use both frontages calculated at one (1) square foot of signage per one (1) foot of frontage. On additional elevations, for each one (1) foot of frontage, one-half (1/2) square footage of signage is allowed. [1,2] The maximum aggregate sign area shall be 250 square feet. [1]	Sign fields must be delineated at time of Final Site Plan review. Signs must be located over tenants leased space.		
	Shop/In-line Tenants	All elevations visible by traffic may have signage.	One (1) square foot of signage for each one (1) linear foot of tenants leased space. One-half (1/2) square foot of signage for each one (1) linear foot of tenant space along any additional elevation. [1,2] All tenants shall be allowed a minimum of 24 square feet of signage.	Sign fields must be delineated at time of Final Site Plan review. Signs must be located over tenants leased space on a maximun of 2 elevations.		
Office Park	Single tenant buildings	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review.	Reverse pan channel letters and logos shall be allowed. Colors and materials shall be consistent throughout building/ building complex. [3]	Halo, indirect or none
	Multi-tenant buildings (1-2 stories)	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for tenants with up to 50,000 square feet in floor area and 500 square feet for tenants with greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Signage may be located on both first and second levels, and must be located over tenants leased space.		
	Multi-tenant buildings (3 or more stories)	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for tenants with up to 50,000 square feet in floor area and 500 square feet for tenants with greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review. Signage may be located on first floor and upper floor only, and may or may not be located over the tenants leased space.		
Business Park	All buildings	A maximum of four (4) elevations may have signage.	One (1) square foot of signage for each one (1) linear foot of elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation. [1,2] The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area. [1,2]	Sign fields must be delineated at time of Final Site Plan review. Signs must be located over tenants leased space.	Reverse pan channel letters and logos. Colors and materials shall be consistent throughout building/ building complex. [3]	Halo, indirect or none

Raceway mounted signs are prohibited.
Each tenant is allowed a minimum of 24 square feet of signage.

1 Larger square footage exceptions and alternate sign locations may be considered for major tenants or single user tenants on an individual basis upon approval of the Landlord and the City of Avondale.

2 Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.

3 To be determined in the Comprehensive Sign Program

Date:
03.19.08
Job No.:
0712
Drawn by:
PR
Revised:
06.06.08

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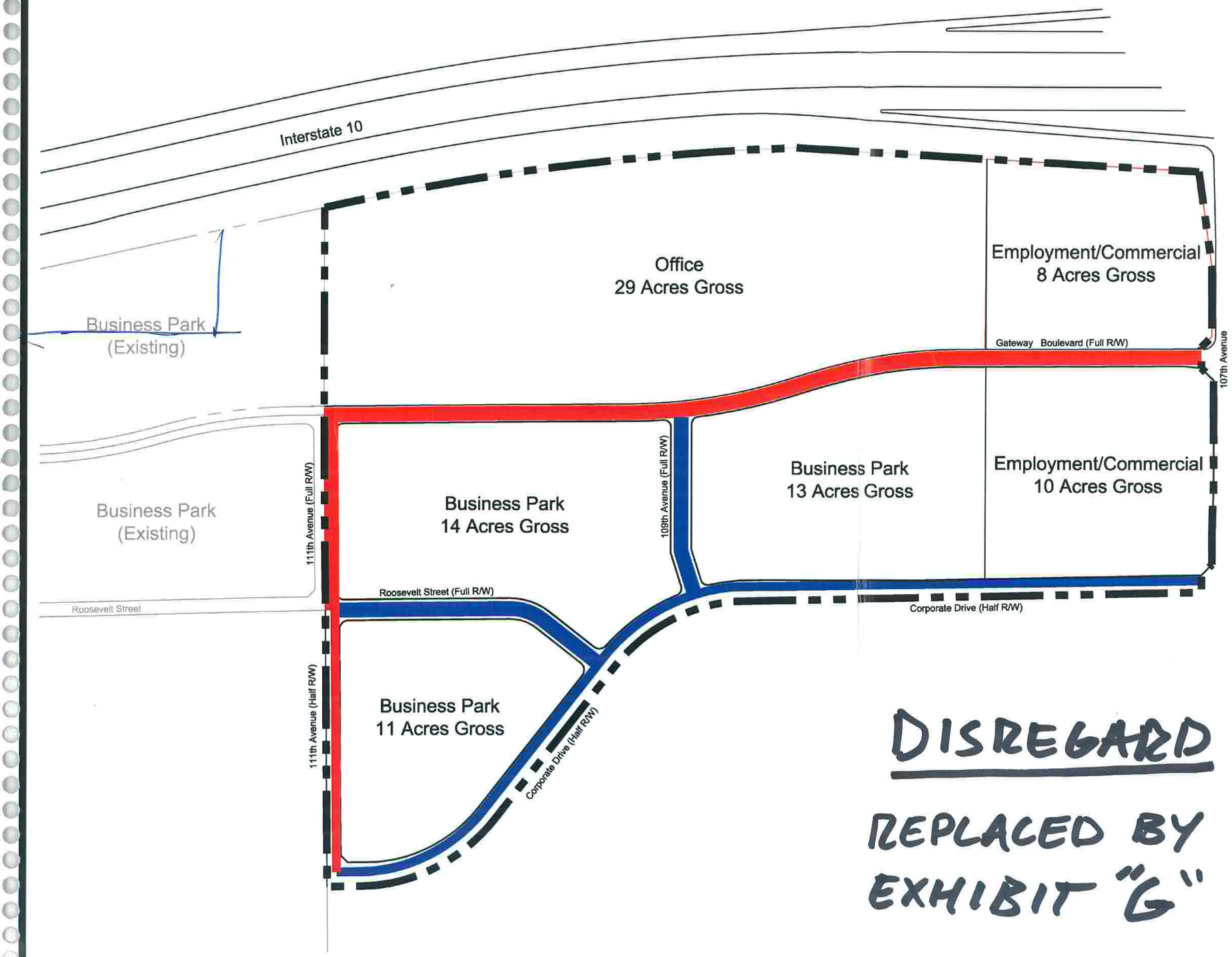
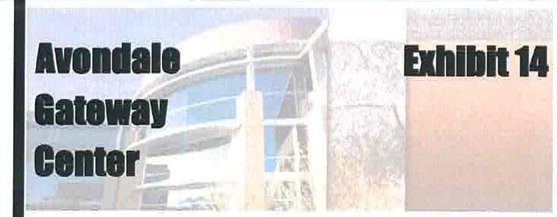


DISREGARD

REPLACED BY EXHIBIT "G"



Infrastructure Phasing Plan

LEGEND

Project Boundary

Phase 1
- Gateway Blvd.
- 111th Ave.

Phase 2
- 109th Ave.
- Roosevelt Dr.
- Corporate Dr.

NOT TO SCALE

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR
Revised: 06.06.08

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Excerpt of the Draft Minutes of the regular Planning Commission meeting held July 17, 2008 at 6:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Angela Cotera, Commissioner
David Iwanski, Chairman
Edward Meringer, Commissioner
Michael Demlong, Vice Chairman
Alan Lageschulte, Commissioner

CITY STAFF PRESENT
Brian Berndt, Development Services Director
Dean Svoboda, Long Range Planning Director
Ken Galica, Planner II, Development Services Department
Kelly LaRosa, Traffic Engineering Department
Scott Wilken, Senior Planner, Development Services Department
Rogene Hill, Assistant City Manager
Chris Schmaltz, City Attorney

APPLICATION NO. Z-07-16

APPLICANT: Ms. Vanessa Hickman
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Suite A-212
Scottsdale, AZ 85016

PROPERTY OWNER: Cavan Real Estate Investments
15333 N. Pima Road, Suite 305
Scottsdale, AZ 85260

REQUEST: This is a request to rezone approximately 84 acres located at the southwest corner of 107th Avenue and Interstate 10 from AG (Agricultural) to PAD (Planned Area Development. Staff Contact: Ken Galica

Mr. Galica stated the subject property is located at the southwest corner of 107th Avenue and I-10 and is currently zoned Agricultural. The Auto Mall is located across 107th Avenue from the project, and the remainder of adjacent land use is vacant property. The property to the south is zoned for residential and commercial uses as part of the Roosevelt Park North PAD. The subject property is designated as Employment, which allows for office and light industrial uses, as well as support retail. The property is within the Freeway Corridor Plan. Mr. Galica explained that the applicant's request would create three subareas on this parcel: Office, Business Park, and Employment/Commercial.

The Office subarea occupies the bulk of the property adjacent to I-10. This area would be developed with multi-story, Class A office buildings, including general office, medical offices, banks, and restaurants. The parcel has a minimum height of three stories. He noted that uses such as banks and restaurants, which typically would be in one-story buildings, would have to be part of a three story building. The Business Park subarea is comprised of three parcels totaling 38 acres. This designation allows for a mix of office and light manufacturing in line with the Commerce Park zoning district. Development may take the form of business parks or single-user, standalone buildings built to suit individual users. The height requirements are limited to four stories to ensure compatibility with the adjacent Waterford Square residences. The Employment/Commercial sub-area is comprised of two parcels totaling 18 acres located on the eastern boundary adjacent to 107th Avenue. These parcels will provide limited retail, restaurant

and service uses intended to support the daily needs of those working within the surrounding office, retail and light industrial areas. Mr. Galica reported that the applicant had applied for a General Plan Amendment, however Staff worked with the applicant to get the property in line with the existing designation of Employment and the General Plan amendment application was withdrawn.

Mr. Galica stated that Gateway Blvd. and 111th Avenue will be constructed in the first phase of the project prior to issuance of a Certificate of Occupancy for any building on the site. Corporate Drive, Roosevelt Street and 109th Avenue will be constructed in the second phase. Mr. Galica noted that Staff had passed out a memorandum tonight recommending a revision to Stipulation No. 10, which will require the developers to improve 107th Avenue to City standards as part of the first phase. Staff will continue to work with the applicant to potentially revise the stipulation further, as there is a potential for reimbursement for those improvements from the impact fee study that the City completed.

Chairperson Iwanski pointed out that seems to be a pretty significant oversight. He does not know how much the improvements are and he hopes that Staff and the applicant can work it out. Mr. Galica clarified that the applicant was made aware of the cost of the improvements up front but that it was misstated in the original stipulation and staff report.

Commissioner Lageschulte asked if Stipulation No. 10 regarded street improvements on 107th Avenue. Mr. Galica stated it was for half street improvements. Commissioner Lageschulte asked if the City had just improved 107th Avenue. As 107th Avenue is now wider than the crossing under the freeway, he asked what needs to be improved and why does the street need to be wider. Mr. Galica stated that all of the overpasses are being widened, so there will be a requirement for three lanes in each direction. A portion of the property has been improved already. He informed the Commission that this portion of the property was built to standards from two years ago, and subsequently the City's Transportation Plan identified the three lane arterial section for that road, so that is what is required to be built. He noted that the City is prepared to work with the applicant as far as reimbursement for those improvements where possible.

Mr. Galica continued his presentation on Item Z-07-16, stating the proposed building heights are in line with the Freeway Corridor Specific Plan, which allows up to ten stories on the majority of the property and limits to four stories the area south of Roosevelt Street where the property juts to the south. The applicant has taken Staff's recommendation and proposed a minimum height of three stories along the freeway. Mr. Galica stated that the development standards for the subareas in this PAD are largely consistent with comparable Zoning Ordinance standards. Landscaping and open space requirements have been exceeded. In the Office subarea, 10% is normally required to be landscaped, and the applicant is providing 15%. In the Business Park subarea, 5% is typically required, and the applicant is providing 10%. The applicant has also agreed to provide public art on the site allocated at 1% of the development cost. In return for these added benefits, the applicant has presented an aggressive sign program which exceeds the Zoning Ordinance maximums in terms of quantities and the height of free-standing signs and area of building wall signs. Mr. Galica stated the PAD also contains design standards which are fairly comprehensive and ensure integration through the site. The applicant has presented a set of Class A office criteria that all buildings within the Office subarea will be required to meet to ensure the development of a high quality office environment. Additionally, the site will be responsible for adherence to the Design Manual.

Staff finds that the proposed rezoning meets the requirements of the Zoning Ordinance and results in compatible land use relationships, and will produce a quality development which is consistent with the desired character of the Freeway Corridor. With the stipulations, the PAD is consistent with the goals and objectives of the General Plan. Staff recommends approval with 21 stipulations, most of which are standard. The non-standard stipulations pertain to elimination of a few permitted uses that have not been traditionally allowed within the Freeway Corridor, setting a minimum master plan size, requiring pedestrian lighting in plaza areas, and requiring pedestrian

access to the retail buildings on the west exterior, making that retail portion of the site fully integrated with the office.

Commissioner Cotera stated the Staff analysis states that retail tenants have been limited to a maximum floor space of 20,000 square feet, but when she was looking at what was provided by the Avondale Gateway Center, it states 5,000 square feet. Mr. Galica explained that the 5,000 square feet is for the Business Park subarea and the 20,000 square feet strictly applies to the employment retail subarea, which is the 107th Avenue portion of the property.

Commissioner Cotera asked if 20,000 square feet is typical. Mr. Galica explained that 20,000 is the approximate size of a chain pharmacy. The remainder of the site has the 5,000 square foot limit, which is for stores within office buildings, such as a gift shop.

Commissioner Cotera noted that service stations and auto repair facilities will not be permitted in the Business Park subarea, which Mr. Galica confirmed.

Commissioner Cotera noted that the applicant is proposing that final building site plans be approved administratively following the master plan. She asked if the buildings will go up and then the plans will not return to the Planning Commission. Mr. Galica explained that with a master site plan, the Commission will see the first building or series of buildings that will be built on the site. Additional buildings are Staff approved and they make sure that the future buildings are in line with the first buildings. The Commission and Council have control of the precedent of the architecture on a site. Allowing administrative approval of subsequent final site plans is a time saving mechanism for applicants.

Chairperson Iwanski asked for clarification regarding building permits for retail uses. Mr. Galica stated the intent of Stipulation No. 2 is to keep the project in conformance with the Employment land use designation and to make sure that a retail center is not the first item built on the site. He reiterated that the intent of the Employment designation is to provide employment with support retail. If there is no employment on the site, retail would not be acting in support of employment.

Commissioner Lageschulte stated that if a restaurant wants to come in, which would be an employment place of business, they could not build unless an office is built with the same square footage as the restaurant. Mr. Galica confirmed that statement and added that the types of employment opportunities that the City is trying to attract to the Employment areas are jobs with higher salaries, such as industrial and office type jobs. Although retail and restaurants do provide employment opportunities, these jobs are generally lower paying and not necessarily the types of careers that Avondale is looking to bring to the City outside of commercially designated areas.

Vice Chair Demlong asked if there is a traffic light at 111th and Van Buren. Mr. Galica replied there is no traffic light required currently and any future traffic signal will be determined at the time of the master site plan for any of the parcels.

Vice Chair Demlong noted Bush Morning Glory is on the landscaping list and he does not recognize that as an approved plant.

Vice Chair Demlong stated regarding Item Z-07-16, he noticed that the trees along the street are in 40’ centers, and he thought they should be 20’ centers. Mr. Galica stated that the exhibit which shows the streetscape landscaping is conceptual and that all landscaping will reviewed at the time of master site plan.

Vice Chair Demlong remarked that the applicant has come in with a high quality project given all the extras that the applicant offers, and he likes seeing that.

Vice Chair Demlong asked if the applicant was really going to give 1% for art, and asked what the cost of the project is. Mr. Galica stated he cannot estimate what the project will cost, but the applicant has proposed 1% from the beginning of the project.

Vice Chair Demlong asked why the plan talks about developing 8 acres as a magic number for development. Mr. Galica explained that the 8 acres is the size of the smallest of the subarea parcels. Generally in the Freeway Corridor the applicant would be required to develop 10 acres. In this case, it was practical to reduce the minimum acreage to 8.

Vice Chair Demlong stated that on Item Z-07-16 there are two development standards that are less restrictive, and asked if Staff was okay with that. Mr. Galica replied that Staff can accept the slight deviations in the development standards given that the applicant has committed to providing increased building height as well as increased landscaping.

Chairperson Iwanski invited further questions and comments, and hearing none, invited the applicant to address the Commission.

Mike Withey, Withey Morris PLC, representing Cavan Investments, stated they will provide Avondale with a dynamic Class A office employment campus. They have been working with Staff for months and think they have done all they have been asked. They are present tonight with Staff's recommendation for approval. They have no opposition and are in full conformance with the General Plan. He appreciates the Commissioners' comments regarding the fact that they have exceeded the ordinance requirements in order to ensure this will be a quality development. He added that they were not under the impression until Monday that they would be required to make improvements to 107th Avenue. They would like an opportunity to work out that language, and they will go through the process in meetings with Staff prior to the next Council meeting. He asked that the Planning Commission approve all three items per Staff's recommendation.

Chairperson Iwanski invited questions and comments for the applicant.

Vice Chair Demlong stated the City is very fortunate that Cavan Investments brings their projects to Avondale because they are quality projects. He thanked the applicant for coming to Avondale. Mr. Withey stated the other big benefit to the City is that they were able to acquire all the property, rather than it being developed in smaller parcels. In this manner they can control quality and uniform street scape and landscaping to make a signature project. He stated the applicant deserves major kudos for dedicating 1% of the cost of the project to art. Mr. Withey stated that Cavan Investments believes that is a good thing to do in terms of all projects. He pointed out that they have a dollar cap for art in the PAD. He noted they have seen the benefit of art in their projects. Vice Chair Demlong stated it should be clear that the applicant has put a dollar cap on the amount of art they will provide.

Vice Chair Demlong suggested as these parcels are adjacent to the City Center Plan, perhaps the applicant could take some time and look over the City Center draft plan. Perhaps there are parts of that plan that the applicant can use to make their project even better, and it might be neat to see continuity from the City Center into the applicant's project.

Commissioner Meringer asked if there would be access to the site in future plans to tie in with the off ramp at 107th Avenue, or is that an Arizona Department of Transportation (ADOT) issue. Kelly LaRosa, Traffic Engineering Department, stated that is an excellent suggestion. There are no plans at this time to address access to the ramp coming off of the freeway frontage road on I-10 for the eastbound direction; however, working with the developer through the master site plan process, Staff can discuss that with the applicant. The issues that would be involved do mean Staff would have to contact both ADOT and SHWA in regards to getting the correct access approvals.

Mr. Withey interjected that they would love to talk to Staff about that issue as they go through the master site plan process.

Commissioner Meringer stated that main access to the properties would be either off of 107th Avenue at Roosevelt or Avondale Blvd., which Ms. LaRosa confirmed.

Chairperson Iwanski gave kudos to the applicant for the value added to the project.

Chairperson Iwanski invited further questions, and hearing none, opened the public hearing for Item Z-07-16. There were no requests to speak. Chairperson Iwanski called for a motion.

Chris Schmaltz, City Attorney, advised the Chairperson to close the public hearing.

Chairperson Iwanski closed the public hearing and called for a motion.

Commissioner Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application Z-07-16, a request to rezone approximately 84 acres from Agricultural (AG) to Planned Area Development (PAD) subject to 21 Staff-recommended stipulations with the modification to Stipulation No. 10. Commissioner Demlong **SECONDED** the motion.

1. Development shall conform to the Avondale Gateway Center PAD General Development Plan Narrative date stamped June 9, 2008, except as modified by these stipulations.

2. No building permits for retail uses within the Employment/Commercial subarea of this PAD shall be approved unless building permits have been issued for an equal or greater square footage of building within the Office or Business Park subareas of this PAD, or within the Business Park or Mixed-Use/Office subareas of the adjacent Avondale Gateway PAD (Z-05-5). The square footage of the existing Hilton Garden Inn and Homewood Suites hotels (APN 102-56-018) shall not count toward this requirement.

3. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-family Residential Development.

4. Within the Employment/Commercial subarea, all retail building end-cap suites shall provide a west-facing customer entrance so as to maximize accessibility from the Office and Business Park subareas.

5. No more than one drive-thru use shall be located adjacent to 107th Avenue. Up to two additional drive-thru uses may be allowed within the Employment/Commercial subarea if they are located within the interior of the site and views from 107th Avenue are minimized by the strategic placement of other buildings.

6. Pedestrian scale lighting shall be provided within all plazas and similar pedestrian gathering areas within the Office subarea.

7. Trees shall be planted between the curb and sidewalk within the right-of-way adjacent to all collector roadways, as displayed in Exhibit 9 of the Development Plan, overhead plan view. The cross-section view in Exhibit 9, which does not show trees between sidewalk and curb, shall be disregarded.

8. The PAD will be restricted to no more than 30% of medical office use per subarea as analyzed in the preliminary traffic study analysis.

9. Right-of-way shall be dedicated by Final Plat to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as the date of this Ordinance, the required right-of-way dedications are as follows:

Street	Right-of-way Widths Required
107th Avenue	Arterial Half Street – 65 feet
Corporate Drive	Major Collector Half Street – 50 feet
Roosevelt Street	Minor Collector Full Street – 80 feet
Gateway Boulevard	Minor Collector Full Street – 80 feet
111th Avenue	Minor Collector Half Street – 40 feet
109th Avenue	Minor Collector Full Street – 80 feet

10. The developer shall be required to construct all Phase 1 infrastructure improvements, as shown in Exhibit 14 of the PAD Development Program, prior to issuance of the first certificate of occupancy or certificate of completion for any building on site. In addition, improvements to 107th Avenue shall also be completed by the developer in the first phase. In the instance that the City's CIP project for 107th Avenue occurs prior to development, the developer shall pay the City the full cost of half-street improvements prior to issuance of a building permit. All improvements shall be completed per the then-current City of Avondale standards.

11. The developer shall be required to construct all Phase 2 infrastructure improvements, as shown in Exhibit 14 of the PAD Development Program, prior to issuance of the first Certificate of Occupancy or Certificate of Completion for any building south of Gateway Boulevard that is adjacent to Corporate Drive or requires access to Corporate Drive, unless a traffic study requires these improvements as part of an earlier phase. All improvements shall be completed per the then-current City of Avondale standards.

12. A full traffic impact study for the +/- 84 acre subject property will be required with the first master site plan submittal. Proposed phasing may change based on the results of the traffic study.

13. Additional right-of-way may be required at the time of master site plan approval for intersections, turn lanes, deceleration lanes, bus pull-out bays, transit stops, and other site specific requirements based upon the result of the reviewed traffic study and the site plan application, as determined by the City Engineer. Construction of these improvements will be required with adjacent street improvements.

14. Contribution toward traffic signals will be determined based on results of the Traffic Impact Study, including required for 107th Avenue & Corporate Drive, and 107th Avenue & Gateway Boulevard if warranted. In addition, if other signals are determined to be warranted or if a significant portion of site-generated traffic impacts nearby traffic signals, additional cost contribution may be required. Also, the intersection of 107th Avenue & Gateway Blvd. may be too close to the I-10 interchange for a traffic signal and may be required to have restricted turning movements; Final decision will be based upon the results of the reviewed traffic study and site plan application, as determined by the City Engineer.

15. The developer shall relocate the 69 KV power poles along 107th Avenue out of the ultimate right-of-way prior to issuance of the first Certificate of Occupancy or Certificate of Completion for any building within the Employment/Commercial subarea. In the instance that the City's CIP project for 107th Avenue occurs prior to development in the

Employment/Commercial subarea, the developer shall pay the City the full cost required to relocate the 69 KV poles.

16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

17. All irrigation ditches on site or in the right-of-way adjacent to the site to be replaced/tiled with an underground pipeline and relocated (if necessary), or abandoned subject to the approval of the irrigation company and downstream users, if any.

18. Minimum master plan size shall be 8 acres.

19. Service Stations and Auto Repair Facilities shall not be permitted within the Business Park subarea.

20. Non-chartered financial institutions shall be prohibited.

21. There shall be a minimum separation of at least 165 feet between all freestanding signage.

Chairperson Iwanski opened the floor for discussion.

Commissioner Lageschulte stated that with the moving of the power lines, the artwork, and with the buildings that are going up in the proximity of the City Center Plan, he thinks this will be a good project and it will help with the City Center Plan. He would like to see Staff work with this applicant as far as the street improvements and the power lines, as the applicant is putting up a lot of money before they have even put a building up.

Chairperson Iwanski hearing no further comments, called for a Roll Call Vote.

Commissioner Meringer stated he had a concern because there are a number of business parks and commerce parks that have already been approved that have a lot of vacancies. He wishes the applicant the best of luck on his project.

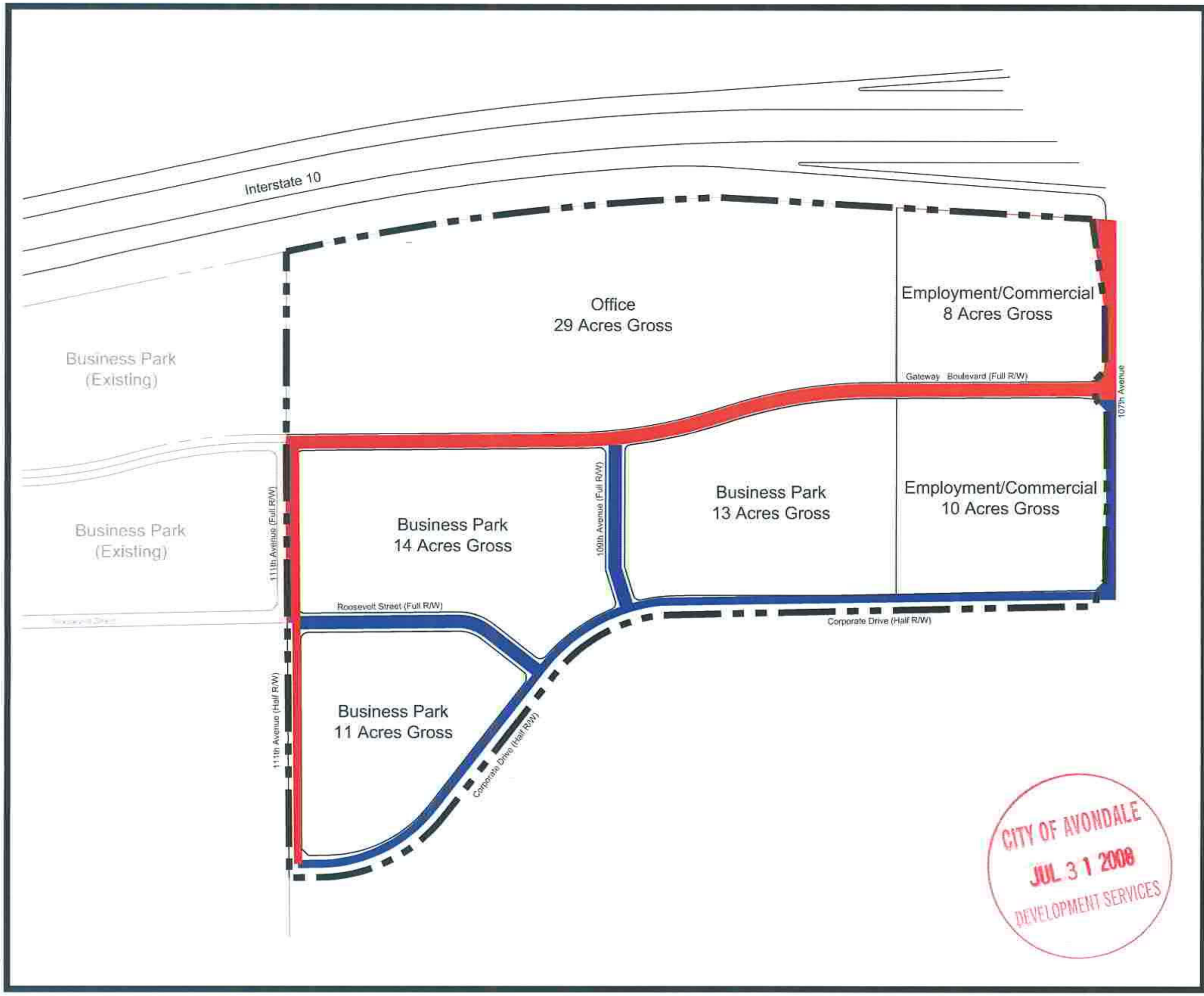
Chairperson Iwanski called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Chairperson Meringer	Aye
Commissioner Cotera	Aye
Commissioner Webster	Aye

THE MOTION PASSED UNANIMOUSLY.

Exhibit G



Infrastructure Phasing Plan

LEGEND

Project Boundary

Phase 1
- Gateway Blvd.
- 111th Ave.
- 107th Ave. (North of Gateway Blvd.)

Phase 2
- 109th Ave.
- Roosevelt Dr.
- Corporate Dr.
- 107th Ave. (South of Gateway Blvd.)

* See Section VI of PAD Narrative for list of improvements within each phase.

NOT TO SCALE

NORTH

Date: 03.19.08
Job No.: 0712
Drawn by: PR
Revised: 07.30.08

CITY OF AVONDALE
JUL 31 2008
DEVELOPMENT SERVICES

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ORDINANCE NO. 1321-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 84 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF 107TH AVENUE AND INTERSTATE 10, AS SHOWN IN FILENAME Z-07-16, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, July 17, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on August 18, 2008.

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

SECTION 1. That + 84 acres of real property generally located at the southwest corner of 107th Avenue and Interstate 10, as shown in filename Z-07-16 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall conform to the Avondale Gateway Center PAD General Development Plan Narrative date stamped June 9, 2008 (the "Development Plan"), except as modified by these stipulations.

2. No building permits for retail uses within the Employment/Commercial sub-area of this PAD shall be approved unless building permits have been issued for an equal or greater square footage of building within the Office or Business Park sub-areas of this PAD or within the Business Park or Mixed-Use/Office sub-areas of the adjacent Avondale Gateway PAD (Z-05-5). The square footage of the existing Hilton Garden Inn and Homewood Suites hotels (APN 102-56-018) shall not count toward this requirement.

3. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

4. Within the Employment/Commercial sub-area, all retail building end-cap suites shall provide a west-facing customer entrance so as to maximize accessibility from the Office and Business Park sub-areas.

5. No more than one drive-through use shall be located adjacent to 107th Avenue. Up to two additional drive-through uses may be allowed within the Employment/Commercial subarea if they are located within the interior of the site and views from 107th Avenue are minimized by the strategic placement of other buildings.

6. Pedestrian scale lighting shall be provided within all plazas and similar pedestrian gathering areas within the Office sub-area.

7. Trees shall be planted between the curb and sidewalk within the right-of-way adjacent to all collector roadways, as displayed in Exhibit 9 of the Development Plan, overhead plan view. The cross-section view in Exhibit 9, which does not show trees between sidewalk and curb, shall be disregarded.

8. The PAD will be restricted to no more than 30% of medical office use per sub area as analyzed in the preliminary traffic study analysis.

9. Right-of-way shall be dedicated by Final Plat to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:

Street	**Right-of-way Widths Required**
107th Avenue	Arterial Half Street – 65 Feet
Corporate Drive	Major Collector Half Street – 50 Feet
Roosevelt Street	Minor Collector Full Street – 80 Feet
Gateway Boulevard	Minor Collector Full Street – 80 Feet
111th Avenue	Minor Collector Half Street – 40 Feet
109th Avenue	Minor Collector Full Street – 80 Feet

10. Prior to issuance of the first certificate of occupancy or certificate of completion for any building on site, the developer shall be required to construct all Phase 1 infrastructure improvements as shown in the revised phasing exhibit date stamped July 31, 2008. All improvements shall be completed per the then-current City of Avondale standards.

11. Prior to issuance of the first certificate of occupancy or certificate of completion for any building south of Gateway Boulevard having frontage on Corporate Drive, requiring access to Corporate Drive, or determined to be required as part of an earlier phase based on results of the traffic study submitted during master site plan review, the developer shall be required to construct all Phase 2 infrastructure improvements as shown in the revised phasing exhibit date stamped July 31, 2008. All improvements shall be completed per the then-current City of Avondale standards.

12. A full traffic impact study for the +/- 84 acre subject property will be required with the first master site plan submittal. Proposed phasing may change based on results of the traffic study.

13. Additional right-of-way may be required at the time of master site plan approval for intersections, turn lanes, decelerations lanes, bus pull-out bays, transit stops, and other site specific requirements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer. Construction of these improvements will be required with adjacent street improvements.

14. The Developer shall make a contribution to the City toward traffic signals will be determined based on results of the Traffic Impact Study, including required for 107th Avenue & Corporate Drive, and 107th Avenue & Gateway Boulevard, if warranted. In addition, if other signals are determined to be warranted or if a significant portion of site generated traffic impacts nearby traffic signals, additional cost contribution may be required. Also, the intersection of 107th Avenue & Gateway Blvd. may be too close to the I-10 interchange for a traffic signal and may be required to have restricted turning movements; final decision will be based upon the results of the revised traffic study and site plan application, as determined by the City Engineer.

15. The developer shall relocate the 69 KV power poles along 107th Avenue out of the ultimate right-of-way prior to issuance of the first certificate of occupancy or certificate of completion for any building within the Employment/Commercial sub-area. In the instance that the City's CIP project for 107th Avenue occurs prior to development in the Employment/Commercial sub-area, the developer shall reimburse the City the full cost required to relocate the 69 KV poles.

16. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.

17. All irrigation ditches on site or in the right-of-way adjacent to the site to be replaced/tiled with an underground pipeline and relocated (if necessary), or abandoned subject to the approval of the irrigation company and downstream users, if any.

18. Minimum master plan size shall be 8 acres.

19. Service Stations and Auto Repair Facilities shall not be permitted within the Business Park sub-area.

20. Non-chartered financial institutions shall be prohibited.

21. There shall be a minimum separation of at least 165 feet between all freestanding signage.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

890235.1

EXHIBIT A
TO
ORDINANCE NO. 1321-808

[Legal Description and Map of the Property]

See following pages.

Avondale Gateway Center
Legal Description

PARCEL NO. 1:

That portion of the Southeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at a 5/8 inch rebar found at the center of said Section 6 from which a City of Avondale brass cap in handhole found at the East quarter corner of said Section 6 bears North 88 degrees 46 minutes 43 seconds East 2628.24 feet;

Thence North 88 degrees 46 minutes 43 seconds East 966.57 feet along the North line of the Southeast quarter of said Section 6 to a point on a non-tangent curve concave to the Southeast whose radius bears South 27 degrees 59 minutes 10 seconds East 560.00 feet, said curve being the Northerly right of way line of Corporate Drive as deeded to the City of Avondale in Instrument No. 2007-0933123, Official Records of Maricopa County, Arizona:

Thence Southwesterly along the arc of said curve through a central angle of 24 degrees 01 minutes 00 seconds an arc length of 234.74 feet;

Thence South 37 degrees 59 minutes 50 seconds West 558.00 feet continuing along said Northerly right of way line to the beginning of a tangent curve to the right having a radius of 410.92 feet;

Thence Westerly along said curve to the right and along said Northerly right of way line, through a central angle of 51 degrees 30 minutes 43 seconds an arc length of 369.44 feet;

Thence South 89 degrees 30 minutes 33 seconds West 117.80 feet continuing along said Northerly right of way line to the West line of the Southeast quarter of said Section 6;

Thence North 00 degrees 29 minutes 20 seconds West 727.86 feet along said West line to the point of beginning.

PARCEL NO. 2:

That portion of the Northeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at a 5/8 inch rebar found at the center of said Section 6 from which a City of Avondale brass cap in handhole found at the East quarter corner of said Section 6 bears North 88 degrees 46 minutes 43 seconds East 2628.24 feet;

Thence North 00 degrees 29 minutes 20 seconds West 1161.06 feet along the West line of said Northeast quarter to a set ½" rebar with Cap marked RLS 42137 on the Southerly right of way of the Ehrenberg-Phoenix Highway;

Thence North 78 degrees 03 minutes 06 seconds East 53.22 feet along said Southerly right of way to an Arizona Department of Transportation Aluminum Cap marking the beginning of a non-tangent curve the center of which bears South 12 degrees 04 minutes 57 seconds East 7439.44 feet:

Thence Easterly along said Southerly right of way line and the arc of said curve through a central angle of 10 degrees 13 minutes 23 seconds, an arc distance of 1327.39 feet to its intersection with the Southerly line of that right of way deeded to the State of Arizona by instrument recorded in Instrument No. 92-0406971 Official Records of Maricopa County, Arizona;

Thence South 86 degrees 43 minutes 27 seconds East 1167.90 feet along said right of way line to an Arizona Department of Transportation Aluminum Cap;

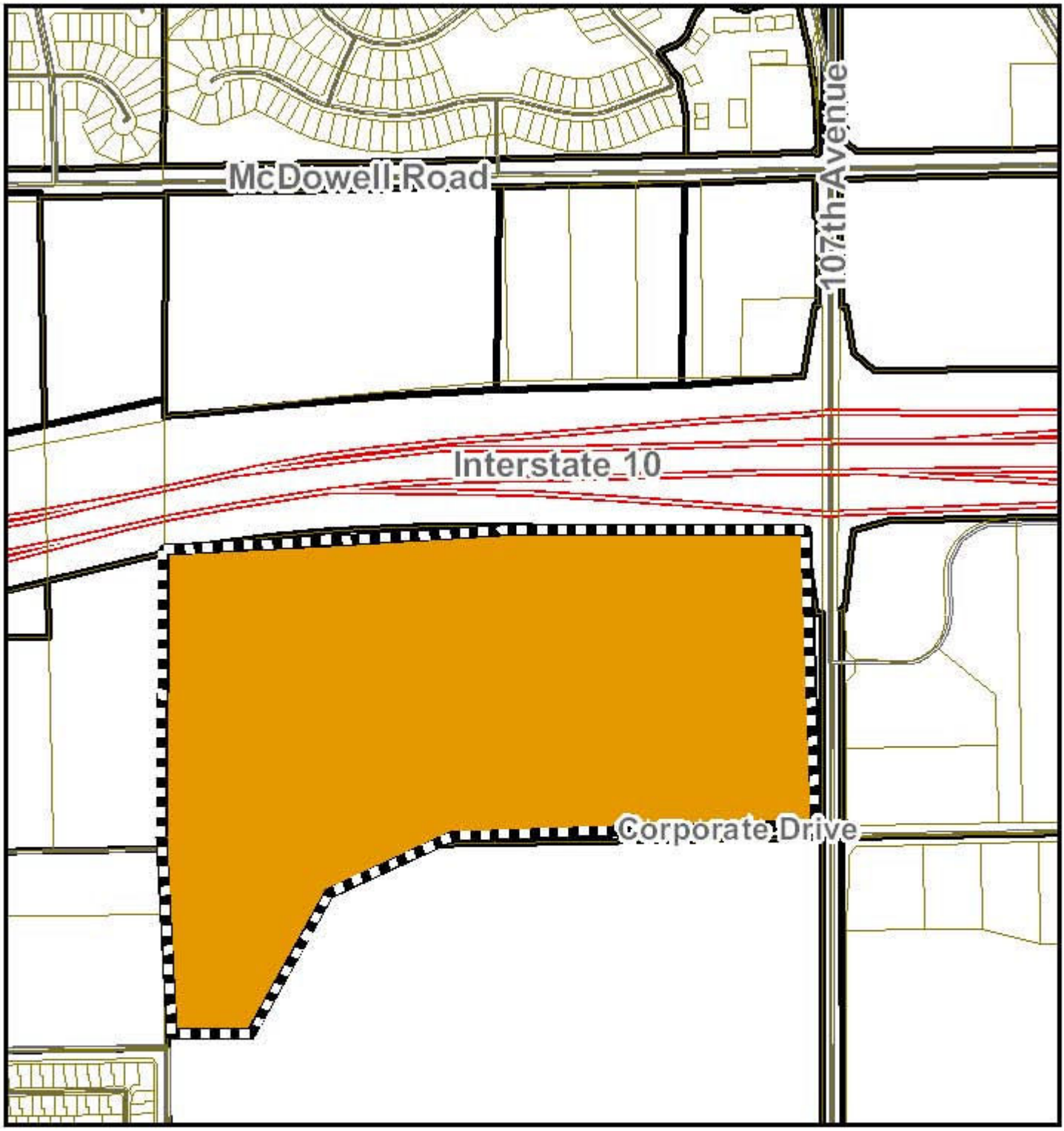
Thence South 08 degrees 08 minutes 08 seconds East 276.57 feet along said right of way line to its intersection with the Westerly right of way line of 107th Avenue as deeded to the City of Avondale by instrument recorded in Instrument No. 04-1017218, Official Records of Maricopa County, Arizona;

Thence Southerly along said Westerly right of way line the following seven courses and distances:

Thence South 00 degrees 16 minutes 36 seconds East 200.36 feet;
Thence South 44 degrees 56 minutes 04 seconds West 42.89 feet;
Thence South 00 degrees 10 minutes 16 seconds East 60.00 feet;
Thence South 45 degrees 03 minutes 56 seconds East 50.46 feet;
Thence South 00 degrees 16 minutes 36 seconds East 302.57 feet;
Thence South 01 degrees 46 minutes 06 seconds West 140.12 feet:
Thence South 00 degrees 16 minutes 36 seconds East 88.67 feet to the Northerly right of way line of Corporate Drive as deeded to the City of Avondale in Instrument No. 2007-0933123, Official Records of Maricopa County, Arizona;

Thence Westerly along said Northerly right of way line the following five courses and distances:

Thence South 44 degrees 15 minutes 04 seconds West 42.79 feet;
Thence South 88 degrees 46 minutes 43 seconds West 820.30 feet;
Thence North 89 degrees 56 minutes 54 seconds West 450.11 feet;
Thence South 88 degrees 46 minutes 43 seconds West 50.00 feet to the beginning of a tangent curve to the left having a radius of 560.00 feet;
Thence Southwesterly along the arc of said curve through a central angle of 26 degrees 45 minutes 53 seconds an arc length of 261.59 feet to the South line of the Northeast quarter of said Section 6;
Thence South 88 degrees 46 minutes 43 minutes West 966.57 feet to the POINT OF BEGINNING.



Application Z-07-16

Avondale

Subject Property

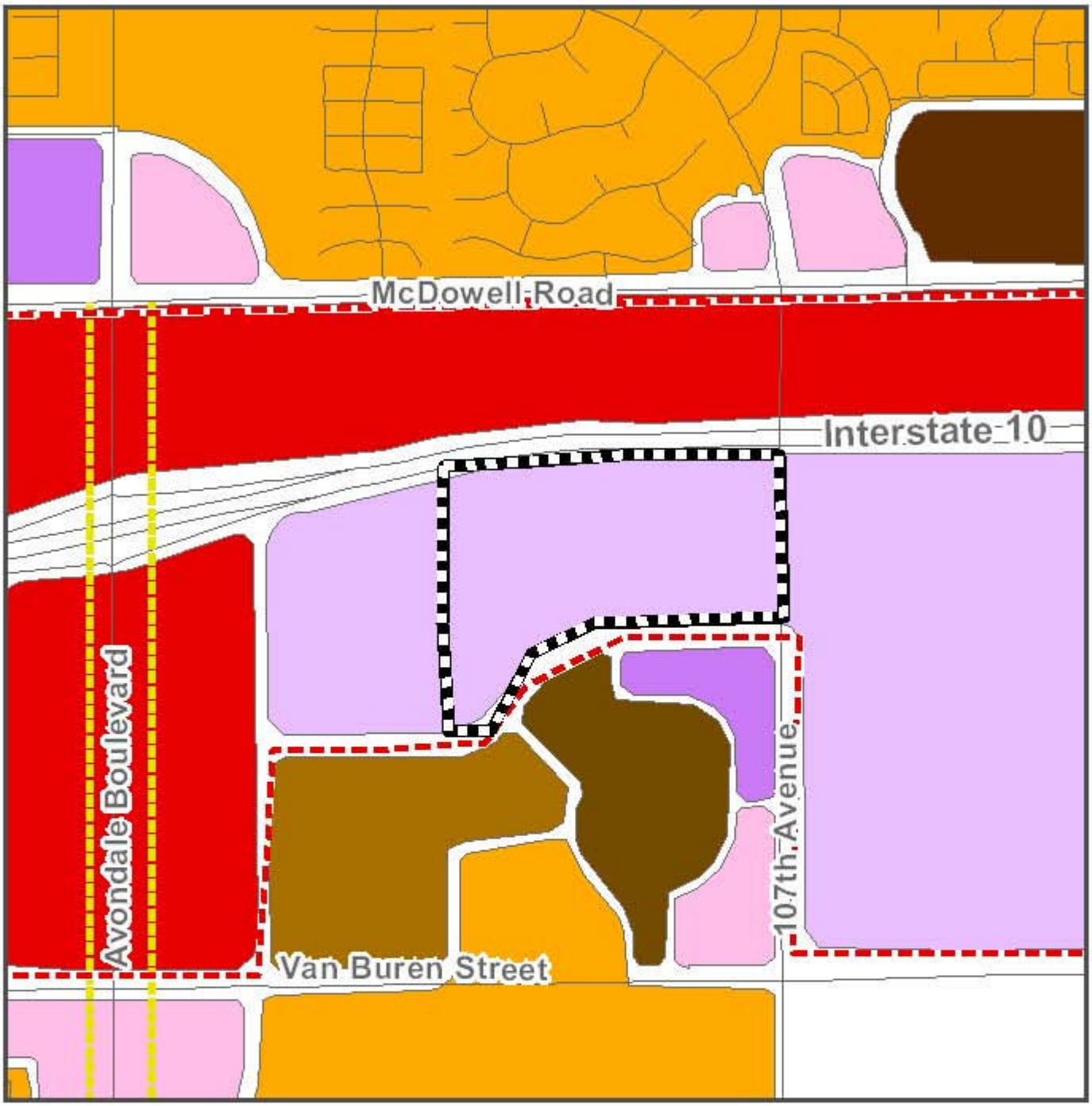
Exhibit B

2008 Aerial Photo

Avondale

Subject Property

Exhibit C



General Plan Land Use Map

- 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 Z-07-16

THE PROPERTY	
PARCEL SIZE	Approximately 84 acres
LOCATION	SWC Corner of 107th Ave. & Interstate 10
PHYSICAL CHARACTERISTICS	The site is relatively flat and contains no structures
EXISTING LAND USE	Vacant
EXISTING ZONING	Agricultural (AG)
ZONING HISTORY	Annexed on March 17, 1986; zoned AG in 1990
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	Interstate 10
EAST	Avondale Automall PAD – Automobile Sales and Service
SOUTH	Rosevelt Park PAD – Mixed Use
WEST	Avondale Gateway - Mixed Use (Hotels, Restaurant, Retail, and Office)
GENERAL PLAN	
Designated by General Plan land use map as Employment; subject parcel also falls within the boundaries of the Freeway Corridor Specific Plan.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School
HIGH SCHOOL	Tolleson Union High School

STREETS	
107th Avenue (West Half)	
Classification	Arterial
Existing half street ROW	60’
Required half street ROW	65’
Existing half street improvements	1 through lane, striped median, curb & gutter, street lights, and attached sidewalk.
Future improvements (CIP Project)	2 through lanes, landscaped median, bike lane, curb & gutter, sidewalk, landscaping, and street lights.
Corporate Drive (North Half)	
Classification	Major Collector
Existing half street ROW	0’
Required half street ROW	50’
Existing half street improvements	None
Standard Collector improvements	2 through lanes, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping
Roosevelt Street – 111th Avenue to Corporate Drive (North Half)	
Classification	Minor Collector
Existing half street ROW	0’
Required half street ROW	40’
Existing half street improvements	None
Standard half street improvements	1 through lane, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, streetlights, and landscaping
Gateway Boulevard (Full Street)	
Classification	Minor Collector
Existing half street ROW	0’
Required half street ROW	80’
Existing half street improvements	None
Standard Collector improvements	2 through lanes, median/turn lane, 2 bike lanes, detached sidewalks curb & gutter, street lights, and landscaping
111th Avenue (Eastern Half)	
Classification	Minor Collector
Existing half street ROW	0’
Required half street ROW	40’
Existing half street improvements	None
Standard Collector improvements	1 through lanes, ½ median/turn lane, bike lane, detached sidewalk, curb & gutter, street lights, and landscaping
109th Avenue (Full Street)	
Classification	Minor Collector
Existing half street ROW	0’
Required half street ROW	80’

Existing half street improvements	None
Standard Collector improvements	2 through lanes, median/turn lane, 2 bike lanes, detached sidewalks, curb & gutter, street lights, and landscaping

UTILITIES
There is an existing 16" waterline and existing 15" sewer line in 107th Avenue. New lines will run under the public streets within the development to serve future users.

Exhibit E

Avondale Gateway Center

Planned Area Development & General Development Plan

84+/- Acres at the Southwest Corner of 107th Avenue & Interstate 10
Avondale, Arizona

Revised June 2008

CITY OF AVONDALE
JUN 9 2008
DEVELOPMENT SERVICES
2-07-16

311

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I. INTRODUCTION AND SUMMARY OF REQUEST

I. INTRODUCTION AND SUMMARY OF REQUEST

Cavan Real Estate Investments ("Cavan") plans to develop an approximate 84-acre site at the southwest corner of I-10 and 107th Avenue (the "Property"). This development, called "Avondale Gateway Center" will include a variety of uses including office, restaurant, retail, business park, light industrial and other compatible uses that support both the Avondale General Plan and the Freeway Corridor Specific Plan.

A. Project Location / Surrounding Land Use

The Property is located at the southwest corner of I-10 and 107th Avenue north of Corporate Drive. Reference **Exhibit 1**: Aerial Map and **Exhibit 2**: Vicinity Map. The ALTA Survey and Legal Description for the Property is attached as **Exhibit 3**.

Directly north of the Property is the I-10 Freeway. East of the Property, across 107th Avenue, is the Avondale Auto Mall Planned Area Development which includes numerous automobile dealerships. West of the Property is the approved Avondale Gateway PAD which is currently being developed with two (2) hotels and is planned for future Commercial, Mixed Use / Office and Business Park. South of the Property is the approved Roosevelt Park PAD, which allows for a combination of high density single family, multi-family, and commercial uses.

B. Request

In accordance with the General Plan and the Freeway Corridor Specific Plan, this request is to rezone the Property to Planned Area Development (PAD) to allow for a variety of office, restaurant, retail, business park, light industrial and other compatible uses.

C. Existing Zoning

The Property is zoned Agricultural (AG). This district allows for agricultural, ranching and related uses until transition to suburban or urban land uses in accordance with the General Plan.

D. Conformance with City of Avondale's General Plan

The City of Avondale General Plan ("General Plan") designates the Property as Employment (see General Plan Map attached as **Exhibit 4)**. The General Plan states that this category designation "encourages facilities that provide employment opportunities, and the type of uses allowed in the employment category include general office and enclosed industrial uses along with retail and commercial uses that support the primary employment uses." This PAD is consistent with, and is in conformance with, the goals and objectives of the General Plan. Many of the General Plan elements related to the project are highlighted below.

General Plan - Economic Element

1. GOAL: PLAN LAND USES THAT SUPPORT A DIVERSE RANGE OF SUSTAINABLE ECONOMIC OPPORTUNITY.
   Agricultural employment and low skill jobs are decreasing in Avondale, while skilled employment types are increasing. We should plan for and promote a range of employment types.

   A. Objective: Reserve adequate land to accommodate commercial and future light industrial development to meet a job-to-population ratio of one job for every two residents.

      1. Policy: Reserve portions of freeway corridors for industrial development that will contribute to Avondale's overall economic vitality, environmental quality, and community character.

A portion of the Property is devoted to commercial and light industrial development to attract companies and industries with above average wages. The Property will provide a venue for high-end jobs and clean industry which the City recognizes is important to its future. The Property will provide significant new employment opportunities for Avondale and allow the expansion of existing businesses within the City. The design of the Property will promote a range of employment types including major office tenants, light industrial and commercial uses and allow them to locate in Avondale and make the Property one of Avondale's key corporate office sites.

2. GOAL: CONTINUE TO PARTICIPATE IN REGIONAL ECONOMIC DEVELOPMENT EFFORTS.

   B. Objective: Encourage development that will increase the City's sales tax revenues.

      2. Policy: Encourage mixed-use developments that provide nearby "captive" markets for retail uses.

      3. Policy: Strategically locate retail uses near potential markets within the City and outside its borders.

   D. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.

      1. Policy: Encourage a diverse range of manufacturing, industrial, and employment opportunities in Avondale.

   E. Objective: Enhance the purchasing power of Avondale residents.

      1. Policy: Increase efforts to attract companies and industries with above average wages.

The Property will offer a variety of employment and commercial opportunities to Avondale residents while also attracting residents from other parts of the metropolitan area to Avondale for these services. The development of the Property will help meet the

goal of encouraging a diversity of employment types so as to provide increased job choice for Avondale citizens. Increased commercial variety will create a well-rounded community with a superior living experience while expanding municipal revenue.

General Plan - Growth Area Element

1. GOAL: ENCOURAGE ECONOMIC DIVERSITY WITHIN GROWTH AREAS.

   A. Objective: Encourage different economic foci within each growth area.

      2. Policy: Encourage regional and super-regional development within ¼ mile of I-10.

The Property is located within a Growth Area as designated within the City of Avondale General Plan. This category "indicates areas of intense employment, retail, or mixed-uses supported by high-volume transportation infrastructure and superior access." Growth areas are "appropriate locations for intense employment and retail uses." This Property meets the goals of the growth area by allowing for "high intensity employment, freeway commercial and retail uses adjacent to the I-10." The mix of economic activities will help Avondale remain prosperous regardless of changes that might occur within specific sectors of the economy.

E. Conformance with the Freeway Corridor Specific Plan ("FCSP")

The FCSP has incorporated the General Plan Land Use Map and designates the Property as Employment. The FCSP states that, "sites with high visibility are appropriate for corporate headquarters," and "retail centers, hotels and offices should be encouraged to utilize fully Avondale's transportation advantage of easy on-off access to the Freeway." This proposal promotes many of the objectives as identified in the FCSP.

One of the primary goals of the Freeway Corridor Specific Plan, is to "establish a distinctive image for the Corridor and the City of Avondale." This Property, being 84 acres in size, coupled with the common ownership of an additional 29 acres of land immediately west of this Property as part of the Avondale Gateway PAD, provides a unique opportunity to develop a large scale comprehensive master plan for almost an entire linear mile of highly visible freeway frontage, incorporating a common theme and distinctive image for the corridor and the City of Avondale, achieve a primary goal defined within the FCSP.

This application complies with the FCSP's required findings for approval of increased height by complying with the following performance criteria as identified within the FCSP:

1. The proposal conforms to the intent and objectives of the Freeway Corridor Specific Plan to help create a gateway to the Phoenix metro area with high visibility appropriate for corporate headquarters, "signature buildings" and architectural excellence. The retail, business, and office development will be able to utilize Avondale's transportation advantage of efficient on-off access to the Freeway.

2. The development will support the Boulevard streetscape concept as discussed in the DCSP by providing street and landscaping improvements which will exceed the minimum requirements.
3. The project will provide a compatible mix of land uses which include office, retail, and employment uses as defined within the proposed land use plan.
4. The project provides and incorporates public art into the site.
5. The project will be designed to be pedestrian friendly. Pedestrian plazas and enhanced pedestrian walkways will be incorporated into future site plans to connect major buildings and land uses within the development.

II. PROJECT DESCRIPTION

II. PROJECT DESCRIPTION

A. General Development Plan

The Avondale Gateway Center General Development Plan incorporates a mix of various land uses in accordance with the overall vision and intent of the Avondale General Plan and Freeway Corridor Specific Plan (see **Exhibit 5**). The General Development Plan is designed to blend well with the approved Avondale Gateway PAD (Case #Z-05-5) immediately to the west by extending the existing roadway alignments and section details, overall landscape and hardscape themes, and ensuring compatible land uses.

The subject site is highly visible and accessible from the Interstate 10 Freeway corridor via an existing interchange at 107th Avenue to the east. With development of the project, proposed new streets will connect the property to the Roosevelt Drive and the Avondale Boulevard interchange at I-10 to the west. These combined facilities will establish efficient circulation patterns and integrate the project into the surrounding properties. These factors provide opportunities for substantial office and other employment uses, business park uses, and general commercial and retail uses along the 107th Avenue alignment.

The General Development Plan defines the master roadway circulation elements, land use designations and initial parcelization (or lotting) proposed for the development. There are three (3) primary land use categories defined in the General Development Plan (as shown in Exhibit 5): 1) Office in the northwest portion of the site, adjacent to the I-10 freeway, 2) Business Park in the southwest corner of the site, and 3) Employment / Commercial along the eastern portion of the site adjacent to 107th Avenue.

Within the General Development Plan boundaries will be numerous parcels and lots as defined in this document. For development of individual parcels and/or lots, this document shall establish the standards for suitable development. Individual site plans for existing lots or parcels may be processed through the City as described below.

Master site planning shall be required for individual parcels or groups of parcels. Each master site plan will be compatible in context, character and quality to the guidelines and standards established in this General Development Plan and will conform to this PAD and the City of Avondale's development standards. Each master site plan shall be a minimum of eight gross acres in size, which corresponds to the smallest development parcel proposed within the General Development Plan. Any proposed drive thru uses must be analyzed at the time of master site plan review to ensure safe and effective automobile and pedestrian circulation. Parcels or lots approved in one master site plan may be amended by inclusion in a subsequent and/or separate master site plan submittal if necessary. City Council approval shall be required for each master site plan.

Changes to approved master site plans that substantially increase traffic, significantly change building square footage, or which have impacts on adjacent users, or include changes that alter the character of the Sub-area Master Plan, including but not limited to significant changes to approved building architecture or materials will be considered a Major Amendment to the Master Plan. Major Amendments shall be reviewed by the Planning Commission and approved by the City Council. All other changes are Minor Amendments and shall be reviewed and approved administratively.

Individual Site Plans
Once a master site plan is approved, all individual site plans within that master site plan area may be submitted for administrative review and approval for each building. All individual final site plans shall be in general conformance with the General Development Plan and applicable master site plan. All individual site plans will be submitted in accordance with Section 106, *Site Plan Review,* of the City of Avondale Zoning Ordinance and will be developed in conformance with this PAD, the Avondale Zoning Ordinance and the applicable Design Manual for Commercial or Industrial development.

Amendments to the General Development Plan
Any amendments or modifications to the General Development Plan and Program shall be in accordance with the following procedures as defied within Section 605 of the Avondale Zoning Code:

- Major Amendments: The following changes to the approved General Development Plan and Program shall be considered major if they involve any one of the following:
    - An increase in the approved totals of dwelling units or in the acreages devoted to commercial or industrials uses
    - A significant change in boundary lines of development units;
    - Any change which could have significant impact on areas adjoining the PAD;
    - Any change which could have a significant traffic impact on roadways adjacent or external to the PAD.
- Minor Amendments: All amendments deemed minor by the city planner shall be reviewed and approved administratively by the city planner upon finding that the amendment is in substantial conformance to the approved General Development Plan and Program.

B. Proposed Land Uses

1. Office

The purpose of the Office land use category is to provide office and other employment uses.

Permitted Uses
The following uses are permitted within the Office land use category of the PAD:

- Offices for professional, administrative, corporate, governmental, and general business;
- Medical, Wellness and Health-related facilities (Out-patient only);
- Research and Development;
- Banking and financial institutions with or without drive-thru facility;
- Media production or broadcasting studios (no on-site broadcasting towers);
- Cafeterias, coffee shops and/or food services, including outdoor dining;

Permitted Uses subject to a Conditional Use Permit

The following uses may be allowed within the Office land use category through the review and approval of a Conditional Use Permit. Conditional uses shall be processed in accordance with Section 108, *Conditional Use Permits,* of the City of Avondale Zoning Ordinance.

- Commercial, trade or business schools and training facilities with exception of schools of an industrial nature (such as automobile, constructions equipment, etc);

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Walk-up Automatic Teller Machines.
- Retail services (limited to a maximum 20% of gross floor area of the associated primary use).

2. *Employment / Commercial*

The purpose of the Employment / Commercial land use area is to provide quality office and employment uses, specialty retail and commercial services, shopping, and restaurants that will serve the existing and future employees, customers and residents in the area.

Permitted Uses

The following uses are permitted within the Employment / Commercial land use category:

- Office for professional, administrative, business and similar uses;
- Medical, dental, health, fitness and wellness offices, clinics and laboratories, including out-patient urgent care, surgical services;
- Full service restaurants, other sit down restaurants and delis without drive-thru facilities, coffee shops, and similar eating establishments;
- Brewpubs, taverns, and cocktail lounges, excluding adult live entertainment;
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (excluding day labor);
- Banking and financial services without drive-thru facilities;
- Retail or wholesale sales of new merchandise (maximum of 20,000 square feet in gross floor area per user/tenant);
- Hotels, provided all rooms are accessed internally through a central lobby area;
- Conference, banquet, and event centers, etc.;
- Self service or full service gas stations, convenience stores;

Permitted Uses Subject to Conditions

The following uses are authorized within the Employment / Commercial land use category subject to the following conditions:

- Drive-thru facilities for coffee shops or restaurants provided:
    - Drive thru shall be reviewed at the time of master site plan approval.

- Pet and veterinarian care services (subject to Section 305 of the Zoning Ordinance)
- Pet boarding and day care facilities (subject to Section 305 of the Zoning Ordinance)
- Pharmacies and drug stores with drive-thru facilities, provided:
    - Drive thru shall be reviewed as the time of master site plan approval.
- Banking and financial services with drive-thru facilities provided:
    - Drive thru shall be reviewed at the time of master site plan approval.

Accessory Uses
The following uses are allowed as accessory uses directly related with a permitted use:

- Outdoor dining;
- Sidewalk Café;
- Walk up Automatic Teller Machines; and
- Car washes, Self-service or Full-service, associated with a gas station or car dealership

Permitted Uses subject to a Conditional Use Permit
The following uses may be allowed within the Employment/Commercial land use category through the review and approval of a Conditional Use Permit. Conditional uses shall be processed in accordance with Section 108, *Conditional Use Permits,* of the City of Avondale Zoning Ordinance.

- Automobile and Motor Vehicle sales and service, and all uses generally associated with sales, leasing and maintenance of automobiles, motor vehicles and equipment;
- Day care centers, pre-school centers, and adult day care centers.

3. Business Park

The purpose of the Business Park land use category is to provide offices, research facilities, manufacturing, wholesaling, and warehousing business in a business park environment or as stand-alone buildings.

Permitted Uses
The following uses are permitted within the Business Park land use category:

- Offices for professional, administrative, clerical, and sales services;
- Research, development and production laboratories;
- Medical, Wellness and Health-related facilities;
- Chartered financial institutions without drive thru facilities;
- Hotels, provided all rooms are accessed internally through a central lobby area;
- Athletic clubs, health clubs;
- Wholesaling and warehouse operations;
- Manufacturing or assembly of finished products or sub-assemblies so long as the primary use of the Property is not the basic processing and compounding of raw materials or food products, except as otherwise provided herein;

Permitted Uses Subject to Conditions

The following uses are authorized within the Business Park land use category subject to the following conditions:

- Chartered financial institutions with drive thru facilities provided:
  - Drive thru facilities shall be reviewed at the time of master site plan approval.

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Warehousing and distribution, with a maximum area of 30,000 square feet per building or tenant, excluding dead vehicle storage, trucking companies, and moving-storage companies;
- An integral residence for caretaker and family employed on-premises;
- Retail commercial operations directly related to the primary office or industrial use provided it does not exceed ten (10) percent of the total gross floor area of the primary office or industrial use.

Permitted Uses subject to a Conditional Use Permit

The following uses may be allowed within the Business Park land use category through the review and approval of a Conditional Use Permit. Conditional uses shall be processed in accordance with Section 108, *Conditional Use Permits,* of the City of Avondale Zoning Ordinance.

- Child care center;
- Grills, sandwich shops, cafes and other restaurants without drive thru facilities.
- Service stations and Auto Repair Facilities (except that this use shall not be allowed on any lot that directly fronts Corporate Drive).
- General retail sales provided that any store shall not have a sales area greater than five thousand (5,000) square feet in size.
- Motion picture studios.
- Radio and television studios with receiving and transmitting towers.
- Hospitals and other health care facilities.
- Public utility buildings.

III. DESIGN AND DEVELOPMENT STANDARDS

III. DESIGN AND DEVELOPMENT STANDARDS

A. Overview

The Avondale Gateway Center PAD has been envisioned to create an energetic, mixed-use environment that incorporates a diversity of massing scenarios within a dynamic vertical regime. Because of the very large size of the overall development area for Avondale Gateway Center, it is preferred that this application not focus on one particular single architectural theme. Building design will be reviewed and approved by the City Staff at the time of a Master Site Plan review with respect to the general representation of scale, massing, design color, materials, and overall visual strength, particularly as viewed from the pedestrian and vehicular perspective, but also from surrounding properties. This architecture will vary depending upon location, use, and appropriate massing, but will maintain some common design themes that create continuity between structures and land uses, and are consistent with the context of the project's overall development theming. Additionally, the Avondale Gateway Center PAD will comply with the Design Manual for Commercial, Industrial and Multi-Family Development.

B. Site Design

Building placement that creates opportunities for landscape features, plazas, courtyards, and/or outdoor dining is encouraged. Setback areas may be used to provide space for such areas. Each parcel within Avondale Gateway Center will be developed to ensure that building, parking, pedestrian/open space, entrances and retention areas are compatible with adjacent development. General guidelines for site design include:

- Incorporate pedestrian circulation and open spaces, with benches, outdoor eating areas and green spaces, enhanced through the utilization of a variety of paving materials, landscaping, signage and lighting.
- Maintaining appropriate distances between structures to minimize the impact of parking.
- Parking for each development within Avondale Gateway Center will be provided via onsite surface parking lots or parking structures, with controlled points of access from adjoining thoroughfares. Parking areas shall include landscape treatments to break up the monotony of large paved areas, providing shade and defined access points in parking areas, with aisles oriented to facilitate pedestrian movement to the building(s) served as well as pedestrian paths creating a pedestrian-friendly environment. Parking canopies or parking structures shall be architecturally compatible with to the primary structure. All parking structures will be required to submit an operational parking garage analysis for review and approval by the City at Master Site Plan.
- Mechanical equipment, including equipment located on a rooftop but not including solar panels, shall be screened from the view of a person standing on the property line on the far side of an adjacent public street. These screens shall be designed to utilize common structural materials and colors

maintaining compatibility with the respective buildings, especially where mechanical equipment is placed on a structure's rooftop.

- Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscape so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets. Screening materials for solid waste collection and loading areas shall be the same as, or of equal quality to, the materials used for the principal building.
- Building structures and parking shall be surrounded by a continuous landscape / hardscape perimeter, interrupted only by access drives and pedestrian connections. The landscape perimeter shall be compatible to the landscape theme of adjacent thoroughfares to reinforce the landscape design of that street.
- Lighting materials and features in Avondale Gateway Center shall be designed in accordance with common light standards for the PAD and will be located to minimize the "bleeding" of light onto any adjacent residential properties, but also be suitable for safety and visibility of directional signage. The height of parking lot lighting shall be consistent with adjacent developments, and will be consistent with City of Avondale standards. Site Lighting for Avondale Gateway Center shall consist of: a) Streetlights (located in street rights-of-way), b) parking lot lights, c) support landscape lighting, d) sidewalk lighting, d) bollards, and e) other building entrance and pedestrian way lighting, depending on structural preferences.
- Common open space areas shall be located so as to be readily accessible and useable by employees or visitors in various locations of the development, unless the lands are sensitive natural resources and access should be restricted.
- Buildings are encouraged to be located at or near the front setback line or create a significant visual presence to the street.
- Parking lots should not be the dominant visual elements to the site. Large expansive paved areas shall not be placed along 107th Avenue or Interstate 10. Instead smaller multiple lots located to the side or rear of the buildings and separated by landscaping is encouraged.
- Bicycle facilities will be provided adjacent to the major buildings to encourage alternative modes of transportation to and from the property.
- Currently, there is no transit service provided adjacent to the property. In the future, if transit service is made available, the developer will work with the City and applicable transit agency to provide appropriate transit facilities.

C. Building Design

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with primary emphasis on corporate office, general commercial and

business park appearance. The design of each building within the overall development, including complementary uses such as retail, restaurants and hotels, will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Representative images of similar types of design material have been included with this document with the intent to express a common level of quality and design vernacular. See Architectural Character attached as **Exhibit 12**. These images have been provided for general illustrative purposes only, and do not represent the designs for any specific structures within Avondale Gateway Center.

Building Design Elements
The desirable architectural design elements for the various building types within Avondale Gateway Center may include:

- Distinction in roof form and parapet heights
- Incorporating clearly pronounced recesses and projections
- Presentation of wall plane / building off-sets
- Application of other reveals and projections and subtle changes in texture and color of wall surfaces
- Use of recessed windows and fenestrations
- Use of protected and recessed building entries
- Treatment of vertical accents or focal points

Excessive use of decorative detail applied to the surface of a building is discouraged.

Primary entrances to buildings shall be distinguished with façade variations, porticos, roof variations, recesses or projections, or other integral building forms.

A rich material base that emphasizes variety is encouraged on the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material shall be used to highlight significant building features and massed elements.

All sides of a building that are visible from a public space shall express consistent architectural detail and character.

Screening devices, site walls and enclosed service, loading and refuse areas shall be designed to be an integral part of the building architecture.

All downspout shall be internalized or integrated as an architectural element of the building.

Windows and glazing areas shall include a variety of shapes, insets, shading devices, accent mullions or other treatments that complement the overall building design.

The design of each building adjacent to the freeway shall consider the speed and direction of travel on the adjacent freeway. Particular design emphasis should be placed on those sides of the building most visible to freeway traffic. False building facades may be used to promote corporate image on large wall expanses or for non-administrative buildings on the most critical building sides.

Building Massing

The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

Building wall articulation is required on the buildings with appropriate details and elements to help create pedestrian scale and a sense of quality.

Reduction of building mass may be achieved by using a combination of the following techniques:

- Variation in the rooflines and form;
- Use of ground level arcades and covered areas;
- Use of protected and recessed entries;
- Use of vertical elements on or in front of expansive blank walls;
- Use of pronounced wall plane offsets and projections;
- Use of focal points and vertical accents;
- Inclusion of windows on elevations facing streets, publicly traveled drive aisles and pedestrian areas; and
- Retaining a clear distinction between roof, body and base of building.

Roofs

All pitched-roof structures should be roofed with pre-cast "color-thru" concrete tile. Flat roofs shall be an earth-toned non-reflective material.

Variations in rooflines, one-way parapets or other significant roof or canopy forms shall be used to reduce the scale of commercial and industrial buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building. Parapets for concealing flat roofs shall feature three dimensional cornice treatments or other similar details that enhance the building architecture. Where not used in conjunction with other roof elements, parapets should vary in height.

The size of all roof elements shall be appropriate to the size and scale of roofing materials used. Buildings with sloping roofs should include multiple planes.

Elevations/Walls

Particular attention to detail shall be given to all sides of buildings so that the main architecture theme/style is articulated on all sides. Materials shall be carried form the main elevation throughout the entire design of the building.

Approved Exterior Wall Material: Common clay brick, granite, marble or other natural stone, concrete masonry units (provided that surfaces are painted, stained or have attractive exposed aggregate which must be approved as to color and texture) and shall have architectural relief, architectural metal, and stucco or plaster (synthetic systems simulating stucco or plaster are permitted) provided that finishes must be smooth, sand, or ceramic tile. Concrete may be allowed provided that the building is highlighted with architectural features that create a corporate image. All exterior wall materials and design must be approved by City Staff.

Approved Exterior Wall Colors: All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones. Accent colors found in the native desert palette are encouraged to provide design interest and diversity. A combination of complimentary colors and materials will be used to create variety within the building elevations. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the City of Avondale prior to construction.

Materials and Colors Not Permitted: Wood (except for very limited amounts of trim), exposed plain concrete block, corrugated metal and pre-engineered metal sided buildings, bright shades of orange, red, blue, green, yellow, purple and the like (unless specifically approved for limited accents).

Representative images (see **Exhibit 12**: Architectural Character) are attached to indicate a general level of quality and design for each sub area: Employment/Commercial, Office and Business Park.

Entrances

All buildings shall have clearly defined customer entrances (s) incorporating elements such as:

- Canopies or porticos;
- Overhangs;
- Recesses/Projections;
- Arcades;
- Raised corniced parapets over the door;
- Peaked roof forms;
- Arches;
- Entrance framed by outdoor pedestrian features or enhanced landscaping;
- Architectural details such as tile work and moldings integrated into the building structure to frame the entryway;
- Integral planters or wing walls that incorporate landscaped areas and/or sitting areas; and
- Enhanced pedestrian surfaces.

All buildings adjacent to 107th Avenue shall have entryways that are unique and easily identifiable. Significant architectural faces of the buildings shall be oriented towards 107th Avenue.

Drive-Thru Facilities

All drive-thru facilities shall appear as an integral part of the primary building and include full canopy which has a minimum length of 80 feet or the length of the building, whichever is less. The method of screening shall be determined at the time of master site plan review for the subject property. No drive-thru window shall face directly onto 107th Avenue.

"Class A" Building Design Criteria within the Office Land Use Area

It is intended that the Office Building development located in the Office Land Use adjacent to the Interstate 10 freeway be designed as "Class A" office space as defined within the Phoenix Metropolitan area.

Some of the aspects of this "Class A" design criteria may include, but are not limited to:

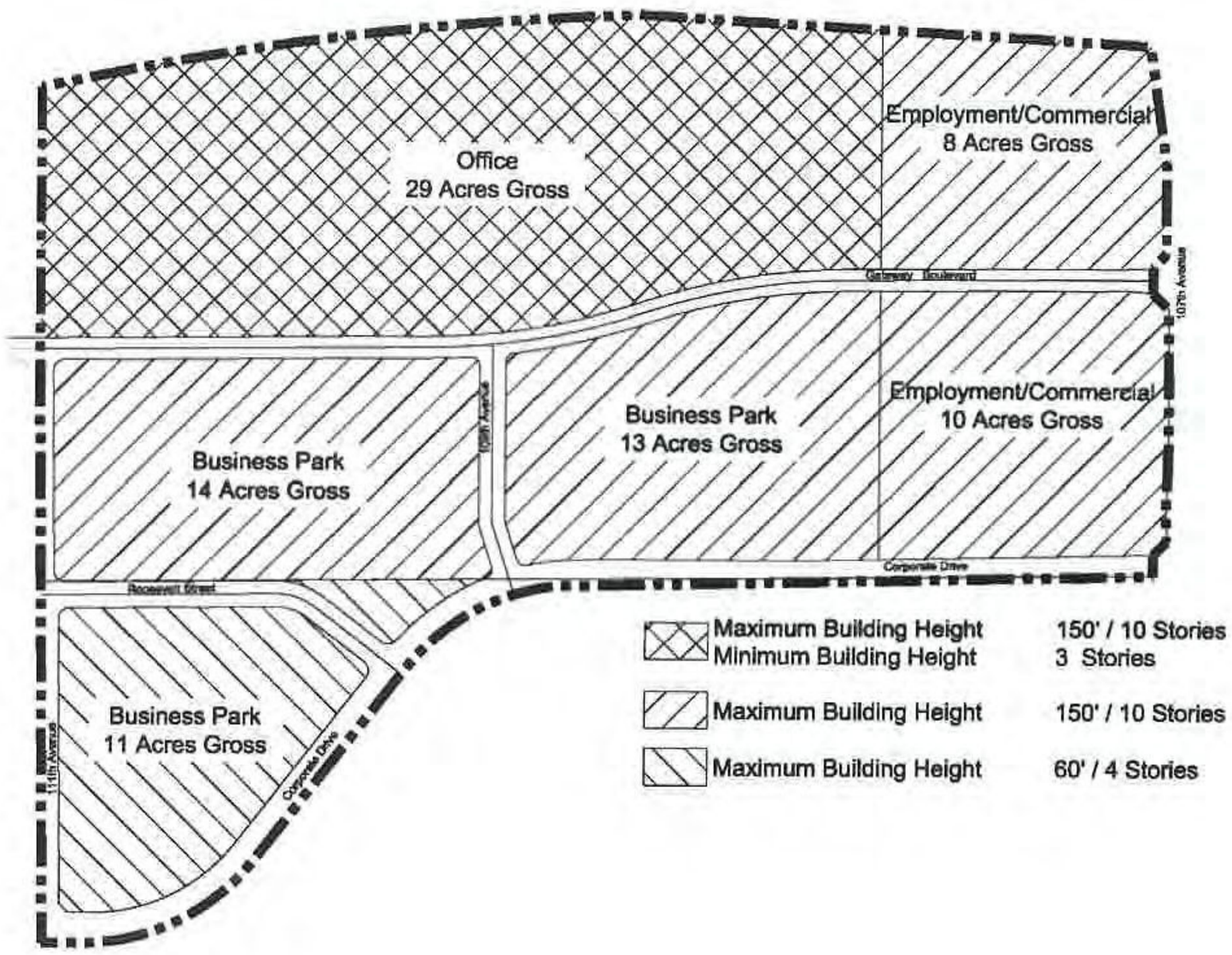
- Interior tenant circulation/corridors to access tenant office space(s).
- Common tenant / visitor restroom facilities within the building public space.
- Public lobby / entry areas to be used by building tenants and visitors.
- Multi-story buildings to be served by internal vertical circulation (elevators and stairs) located in a common public core area.
- Large tenant / visitor entry lobby spaces with upgrade interior finishes and design.
- Exterior site amenities such as building entrance "plazas" and common green spaces.
- Tenant covered parking areas and visitors parking "courts" located convenient to pedestrian access ways to primary building entrances.

D. Maximum Building Height

The PAD proposed an increase in overall building height as allowed within the provisions of the (FCSP) overlay on the property. As a provision of the increased height, the FCSP identified various performance criteria that must be met in order to allow the increased height. Of the various performance criteria options defined within the FCSP, the Avondale Gateway Center PAD will provide the following as part of the development:

1. The project will support the Boulevard streetscape concept and provide street and landscaping improvements which exceed minimum requirements;
2. The project will provide a mix of land uses which may include office, retail, hotel, and/or entertainment uses;
3. The project will incorporate public art into the site;
4. The project will be designed to be "pedestrian friendly" providing for ease of pedestrian movement, unique pedestrian environments and/or distinctive pedestrian gathering areas.

Source: Freeway Corridor Specific Plan – Building Height Amendment (SP-07-04), Exhibit C2: Proposed Maximum Building Height



E. Landscape Design

The goal of the landscape design will be to create comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and excitement. See Conceptual Landscape Plan attached as **Exhibit 7**. Individual parcel landscaping will enhance and acknowledge each site while complementing and unifying the overall development. All streets will be lined with a street theme tree with accent trees at various locations. Street trees will include a combination of Weeping Wattle, Southern Live Oak, Sissoo and Ash. Accent trees and major and minor entries will include Sweet Acacia, Palo Brea, Chitalpa, Desert Museum Palo Verde, Date Palms and Fan Palms. Additional filler trees may be provided as defined within the Landscape Palette as defined within **Exhibit 8**.

All plant materials shall be automatically irrigated with a 100% automatic, low volume drip emitter system. Irrigation run times shall be seasonally adjusted to maximize water efficiency. The system shall be zoned for specific water use requirements, with all tree and shrub valve zones being controlled separately. Small, select turf areas may be provided at strategic locations, such as major entry features or pedestrian plaza areas to provide additional enhancement to highly visible areas.

The landscape plant material palette and landscape design will utilize Xeriscape principles to create a visually harmonious, water efficient landscape. See Conceptual Landscape Palette attached as **Exhibit 8**. Plant materials were selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. Plants were selected from the Arizona Department of Water Resources Low Water plant list.

In addition to the following requirements, all landscaping shall meet the minimum requirements set forth in Section 503; *Landscaping,* of the City of Avondale Zoning Ordinance. Individual parcels will be required to supplement any existing plantings in order to meet the required quantities.

The minimum street-landscaping setback shall be 30 feet to buildings and or parking along 107th Avenue, 20 feet for Roosevelt Street and all other internal public local streets. See **Exhibit 9**: Streetscape Sections. Landscaping shall not block sight visibility triangles as per the City of Avondale standards.

The major entry points into the Avondale Gateway Center PAD shall be clearly identified as project entrances and will include the use of enhanced landscape treatment. These entries shall include increased plant densities, themed plant species including vertical tree elements, and architecturally themed monument signage and site walls. Primary trees within the major entry points shall be 36" box size or larger. The primary entry features into the development are located at the intersections of 107th Avenue and Gateway Boulevard and 107th Avenue and Corporate Drive. Minor entry features will be provided at the corner of Corporate Drive and 109th Avenue and Corporate Drive and 111th Avenue. See **Exhibit 11[A]** and **Exhibit 11[B]** for examples of the entry feature design. All entryway features will accommodate sight visibility triangles and adequate space for future traffic signal and equipment, if needed.

Landscaping shall be used to frame and soften structures. All areas not covered by structures, walkways, plazas, streets or parking areas shall be landscaped.

A combination of trees and groupings of large shrubs shall be planted adjacent to at least 50% of the length of any elevation visible from public streets, publicly traveled drive aisles, and Interstate 10 to accomplish the following:

- Accentuate the building design;
- Minimize the impact of large wall surfaces;
- Provide a buffer between building and parking areas;
- Highlight building entrances; and
- Provide solar protection of glazed surfaces.

Trees that are 36-inch box or larger are encouraged at major focal points such as building entries and pedestrian gathering areas.

All plant materials shall be properly pruned to allow the plant to attain their natural shape and form. The irrigation system will be maintained to optimize water efficiency. Use of fertilizers shall be prudent to avoid excessive plant growth, thus reducing water need and unnecessary pruning. All dead vegetation shall be removed within 30 days and replaced.

All planting areas shall receive topdressing of 1/2–inch select Decomposed Granite as approved for the project development. Color and size of the materials shall be compatible with overall development design criteria.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a "bathtub" or linear channel appearance. Highly visible retention basins should be contoured using berms and curvilinear design. Side slopes for retention basins may not exceed 4:1 or 6:1 for basins deeper than 3 feet. If retaining walls in retention basins are necessary, they shall be terraced and landscaped to reduce their visual scale.

F. Open Space and Amenities

Useable open space shall be provided in the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, outdoor plazas, courtyards, featured landscaped areas, walkways and/or paths. Additional landscaped open space shall include all landscape and hardscape areas, storm water retention areas, and landscape areas within parking lots where immediately adjacent to pedestrian walkways and/or paths. These open space areas shall be included on individual site plans as appropriate to project use. The separation of uses is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane.

The total amount of open space shall include a minimum of fifteen (15) percent of the overall net site area for the Office and Employment/Commercial development parcels and ten (10) percent of the overall net site area for the Business Park development parcels. Not all lots or parcels must include the minimum percent total as defined above so long as each land use designation as a whole meets the minimum percentage defined within that land use category. In general, "open space" shall be defined as exterior site areas which can be appreciated, either visually and literally, by tenants and/or users of the development. Areas that would meet this requirement shall include, but not be limited to: landscape and hardscape plaza areas, fountains and water features, sitting areas, landscaped retention areas, sidewalks and walkways, landscaped setback areas, and parking lot landscaping immediately adjacent to pedestrian walkways. Areas that shall not be included are landscaping within public rights-of-way, dedicated streets and alley, vehicular drives, and parking areas except where immediately adjacent to a pedestrian walkway. See **Exhibit 10** for an example of a typical open space concept.

Each applicable lot shall provide at least one (1) pedestrian refuge area and outdoor plaza. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1) seating bench, two (2) trees and six (6) shrubs. Shade canopies may be provided in lieu of trees. Combined plaza areas can be provided between two parcels if they are at least double in size.

Within each master plan area, one (1) outdoor plaza or courtyard with a minimum area of 500 square feet shall be provided per building (except in the business park parcels where lot sizes are less than two acres in size). Plazas or courtyards shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, on-site furniture and shade coverage.

Each parcel shall provide pedestrian walkways that interconnect with the outdoor plazas (except in the business park parcels where lot sizes are less than two acres in size). Pedestrian corridors shall be at least ten (10) feet wide, with a minimum of five (5) feet dedicated to the pedestrian walkway. Walkways or paths that traverse vehicle drive aisles may be distinguished with specialty pavers, enhanced concrete or other appropriate markings. Pedestrian scale lighting will be provided for all plazas and primary pedestrian pathways within the employment/commercial development parcels. All other areas will use area lighting to ensure adequate lighting throughout the site.

In conjunction with the increased height allowance through the FCSP, a provision for public art will be incorporated into the development. Public art will be provided on a phased basis as the project develops, with 1% of the development cost (not to exceed $100,000 for the PAD) being allocated for public art. The public art may include stand-alone pieces or site amenities incorporated into common areas of the property. It may be incorporated into the design of the building and/or open space site improvements during the design and construction phases of development.

G. Development Standards

Unless otherwise noted, all development standards shall comply with the City of Avondale Zoning Ordinance. These development standards shall apply to all development within the PAD. In the event the text of the Avondale Zoning Ordinance and this PAD differ, the PAD text shall prevail.

Minimum Lot Width and Area:	None
Setbacks	
107th Avenue:	30 feet to parking or buildings
All other Streets:	20 feet to parking or buildings
Front Yard:	20 feet to parking or buildings
Perimeter Side:	20 feet to parking or buildings (unless integrated with adjacent site plan)
Interior Side:	None (shall comply with building code)
Rear Yard:	None (shall comply with building code)
Freeway:	20 feet to parking or buildings
Minimum Building Height:	For the Office land use parcel, a minimum of 3 stories will be required
Maximum Building Height:	150 feet / 60 feet (see Building Height Exhibit in Subsection D)
Perimeter Landscaping:	All perimeter setbacks shall be landscaped
Lot Coverage:	None-subject to meeting minimum development standards, including parking, landscaping, and setback requirements.

Lighting

In addition to the following requirements, all lighting of the sites shall comply with Section 707 *Outdoor Lighting,* of the City of Avondale Zoning Ordinance.

- Accent lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Said lights shall be fully shielded.
- Buildings three stories or greater shall utilize architectural down lighting on their most prominent elevations.
- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- All primary light fixtures shall be metal halide.
- The design of lighting fixtures and their structural support shall be of a scale and architectural design compatible with on-site buildings.
- Fixtures that illuminate large areas from a single source are prohibited.
- Pedestrian scale lighting features shall be provided in areas designed for pedestrian activities such as plazas, courtyards, pathways, and seating areas but excluding parking only areas. Such pedestrian lighting fixtures will compliment the general architectural style of the development.
- Parking are light pole bases, poles and fixtures shall be chosen to add architectural interest to the site.
- All building mounted lighting shall be decorative in nature, except for screened service areas not visible from public streets, Interstate 10, or publicly traveled drive aisles.

Screening

Where screening is required by development regulations, a combination of elements shall be used including solid walls, berms, and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of screening and colors. Trash enclosures, service facilities, and loading areas will be sited away from project entrances and major circulation aisles.

Parking Areas

All parking areas shall be screened from the public right-of-way by a minimum three (3) foot high wall, landscape berm, or combination. Screen walls shall be commercial grade and designed to complement the design of the adjacent buildings. Design of the screen wall is provided as **Exhibit 6** within this document and is designed to be compatible with the adjacent Avondale Gateway PAD for consistency throughout the overall development.

All parking areas adjacent to 107th Avenue shall be screened from the right-of-way by a combination of landscaping berm and screen wall. Walls may not be used for more than 25% of the total frontage of the parking lot along 107th Avenue. This does not include screening of drive-thru lanes or other areas required to be screened by walls.

Service Areas

To alleviate the unsightly appearance of service areas, service areas shall not be located at the front of buildings where it is difficult to adequately screen them from view. Such facilities are restricted to the side or rear of the site. Service areas shall be screened with walls and landscaping. The minimum height of screening of service areas shall be (6) feet and up to eight (8) feet as required to ensure adequate screening of service areas.

Buildings with freeway frontage shall be oriented to provide screening of loading and service areas away from the view of the freeway traveler. Buildings shall be designed to give the appearance of the frontage or facing onto the freeway to provide a significant architectural presence to the Interstate 10 corridor.

Utility and Mechanical Equipment

All roof mounted equipment, satellite dishes and ventilators projecting above the roofline shall be either fully recessed or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

No wall-mounted equipment shall be permitted on the front, street or freeway sides of any building, except as necessary for hotels. Wall mounted equipment shall be made visually subordinate with architectural features that blend with the design of the main building.

Ground mounted electrical or mechanical equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted between any street and building setback line.

If facing a street, Service Electrical System (S.E.S) panels shall be screened by landscaping and/or a solid wall built of similar building materials and colors of the main development and equal to or exceeding the height of the S.E.S panel. This criteria shall be reviewed in context with utility company requirements and approved by Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

Trash Enclosures

All trash or refuse collection areas shall be enclosed by a minimum six (6) foot wall. All gates shall be opaque and designed to complement the building architecture.

Walls and Fences

Walls shall be designed to complement the site's architecture. Landscaping used in combination with all walls is required. The Master Site Plan shall include a wall plan to show the approximate location and architectural theme of screen walls.

Walls and fences shall only be utilized for screening or security purposes. Walls shall not enclose individual parcels with the exception of within the Business Park land use area. Landscape buffers with a minimum width of six 6 feet are required between individual, separate development sites to provide a transition between uses as determined at the time of Master Site Plan review.

Parking

Parking shall be provided per Section 804, *Required Parking Schedule,* of the Avondale Zoning Ordinance except for those uses specified as follows:

Hotels: 1 space per 1 rental room
Banquet/Meeting Rooms within Hotel: 1 space per 300 square feet

*Additional parking is not required for a hotel restaurant/bar if it is completely internal to the hotel (no separate entrance) and has no signage on the exterior of the building.

The size of all parking spaces, driveways, parking lot islands, and other improvements in the parking areas shall conform to the City of Avondale Zoning Ordinance. For all parking lots directly adjacent and visible to Avondale Boulevard, a minimum of 15% of the total parking lot area shall be landscaped. No more than 30% of the linear frontage of Interstate 10 shall include surface parking within 150 feet of the property line in order to minimize large parking areas immediately adjacent to the freeway and to encourage building massing along the freeway frontage.

Parking structures are allowed. Said parking structures shall be designed to be architecturally compatible with the buildings including, but not limited to, the use of similar colors, materials, and architectural features. All parking structures will be required to submit an operational parking garage analysis for review and approval by the City at Master Site Plan.

Canopy or shade type parking structures are allowed. Parking canopies shall not exceed 12 cars in length. No canopies shall be installed immediately in the front of any buildings. The design of the canopies shall provide fascia skirts or upgraded details compatible with building architecture and columns painted to match the buildings. Under canopy lighting shall be screened to limit visual distraction from the surrounding environment. Canopies shall be cantilever-type. All parking spaces covered by parking canopies shall be removed from the parking space calculation as it related to required landscape island and number of trees required per site plan review.

Special paving treatments shall be provided at site entrances into parking lots.

H. Additional Design and Development Standards for Employment/Commercial Parcels

The east boundary of the Avondale Gateway Center, specifically that area which abuts 107th Avenue, presents a unique opportunity to take advantage of the increased traffic that will gain visibility and access to the site. In addition, the high concentration of employment-generating uses that will occupy a majority of the Avondale Gateway Center should also be served by local commercial, retail, and restaurant uses such that additional freeway and regional traffic is not generated by internal users. However, while the employment-commercial relationship is a necessary one for this property it is also recognized that the design quality for the commercial properties must be addressed to ensure that there is a continuity of theme and value throughout the entire site. Therefore, the following design guidelines have been created to construct a framework for the architectural compatibility that will be expressed throughout the property.

Site Design

Access, Parking and Circulation

1. Structures should provide at least one contiguous pedestrian walkway from the right-of-way to the building entrance walkway or sidewalk adjacent to the building. This walkway should be separated from all vehicular movements except where drive aisle crossings are necessary.
2. All walkways that traverse vehicle drive aisles should be distinguished with various hardscape materials such as pavers or stamped colored concrete. Decorative materials should be used to clearly delineate pedestrian travel areas from drive aisles.
3. Pedestrian access shall be provided from all street frontages, from all corners, from all transit stops into the site, and shall provide connections to all buildings. Where primary street crossings occur, a material change will be provided to identify the pedestrian crossing.
4. The use of landscaped pedestrian walkways, separated from vehicular movements in parking areas, should be maximized. When appropriate, walkways should provide shaded pedestrian refuge areas, which may consist of trees, shade structures, or other appropriate elements. Such areas should be functional and integrated into the site.
5. Where possible, seek shared driveway access and cross access easements between sites to limit the disruption of traffic on perimeter streets and to allow vehicles to move easily between adjacent sites.
6. Parking canopies or parking structures should be architecturally compatible to the primary structure by use of architectural style, color, or materials.
7. On-site parking areas should be separated from each other by buildings or by a landscape buffer to reduce the impact of large parking areas.
8. Loading docks, truck parking, outdoor storage, trash collection and compaction, and other service functions should be incorporated into the overall design of the building and landscape so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets.

Pedestrian Amenities / Open Space

1. Site design should incorporate elements that enhance the pedestrian environment including features that reflect human scale, the use of shaded walkways using shade tree and/or other shade structures and richness of materials at the pedestrian level.
2. Encourage continuity of perimeter open space and thematic landscape designs to ensure compatibility with the public streetscape.
3. Customer entrances should provide weather protection features such as awnings, arcades, or colonnades where appropriate.
4. Walkways should be anchored by special design features such as towers, arcades, porticos, pedestrian light features, bollards, planter walls, or other architectural elements that define circulation ways and outdoor spaces.
5. Commercial developments with multiple tenants should provide common outdoor plaza areas or similar architecturally integrated public spaces and enhanced or expanded walkways.
6. All pedestrian refuge areas should provide pedestrian scale lighting and concentrated landscaping where appropriate.
7. Outdoor furniture and fixtures should be compatible with the project architecture and should be considered as integral elements of the project. Outdoor furniture should be included in and shown on all site and landscaping plans.
8. The use of covered walkways, trellises, arcades and similar architectural shading features is encouraged where pedestrian use will be highest (i.e. building entries and porte cocheres, pathways between building/transit facilities, perimeter locations with pedestrian activity).
9. A primary pedestrian breezeway connection will be provided within each of the two employment/commercial development parcels to provide safe, attractive and convenience pedestrian access from the parcels to the west. These pedestrian connections will be linked to primary pedestrian circulation elements throughout the PAD.

Landscaping

1. Landscaping should be used to:

    a. Define areas such as building entrances, key activity hubs, focal points, and the street edge.
    b. Provide screening for unattractive/unsightly service areas;
    c. Serve as buffers between neighboring uses; and
    d. Screen drive-through/drive-up lanes.

2. Landscaping should be provided at the foot of buildings to soften the transition between paved areas on the ground plane and building materials on the vertical plane.
3. Building structures and parking facilities should be contained by a continuous landscape perimeter, interrupted only by access drives. The landscape perimeter should be compatible to the landscape theme of adjacent thoroughfares to reinforce the landscape design of that street.
4. The site should incorporate natural features into the development template including topography, view corridors, washes and significant vegetative stands to enhance the character of the development

5. Potted plants and other ornamental landscaping should enhance courtyards, plazas, and other gathering areas.
6. Canopy trees should be used in parking areas to reduce the impact of large expanses of paving and to provide shade, as well as to reduce glare and heat build-up.
7. Tree grates should occur along street edges and plazas where a continuous walking surface is needed

Loading Areas/Trash Enclosures

1. Loading areas and trash enclosures should be oriented away from perimeter streets to minimize visual clutter and nuisances to neighboring properties and should be adequately screened from the development parcels immediately to the west.
2. Trash enclosures should be designed with similar finishes, materials and details as incorporated with the primary buildings. Trash enclosures shall not be located on corners including ends of parking aisles if they block required sight visibility.
3. Auxiliary structures and equipment (including dumpsters, mechanical equipment, electrical equipment, elevator overruns/stairwells, etc.) should be screened from public view and from the development parcels immediately to the west where practical. These screens should be designed to utilize common structural materials and colors maintaining compatibility with the respective buildings, especially where mechanical equipment is placed on a structure's rooftop.
4. Screening materials for solid waste collection and loading areas should be the same as, or of equal quality to, the materials used for the principal building.
5. Encourage the grouping of service areas, refuse collection facilities and other similar functions with adjoining development for the purpose of efficiency and better management site impacts. Where such abutting functions are not compatible, provide adequate buffering to minimize the impacts to adjoining development
6. Trash enclosure locations should not hinder internal traffic circulation and visibility.
7. Public circulation should not route through loading and service areas.

Building Design

Following are some more general considerations pertaining to structure massing, orientation and theming:

Orientation

1. Building frontages and sides that are oriented to the street or other public areas (i.e. parks, open space, or pedestrian linkages) should incorporate a combination of arcades, pedestrian level display windows, storefronts, and store entrances
2. Structure design should incorporate passive architectural solutions to the most exposed faces of buildings to avoid solar exposure.
3. To activate a building frontage, primary entrances should be located at frequent intervals of no greater than 100 feet where practical.

4. The scale of buildings on a site edge should match the scale of adjoining development. Where surrounding development is of a low scale, large-scale buildings should be located internal to a site and transition down in scale as the outer edge of the site approached.
5. The apparent mass of a building may be further reduced by the following techniques:

    a. Distinction in roof form and parapet heights
    b. Incorporating clearly pronounced recesses and projections
    c. Presentation of wall plane off-sets (dimension established by building section)
    d. Application of other reveals and projections and subtle changes in texture and color of wall surfaces
    e. Use of recessed windows with mullions
    f. Manipulation of ground level arcades and second floor balconies
    g. Use of protected and recessed entries
    h. Treatment of vertical accents or focal points

6. Primary building entrances should be designed to be visually prominent and to provide shade for pedestrians. This objective should be accomplished through the use of a combination of 2 or more of the following features at the primary building entrance:

    a. A canopy, portico, archway, arcade, or similar overhang that provides architectural interest and pedestrian protection;
    b. Peaked roof forms;
    c. Raised corniced parapets over the door;
    d. Outdoor pedestrian features such as seat walls and landscaping with seasonal color or permanent landscape planters with integrated benches; and/or
    e. Architectural detailing such as tile work and moldings integrated into the building structure.

Theme

1. Buildings that gain their image primarily from applied theming that expresses corporate design characteristics are discouraged.
2. Multi-tenant commercial centers should have a consistent architectural and thematic palette throughout the development.
3. A commercial complex should establish and maintain a consistent architectural style with individual buildings designed with complementary forms and materials.
4. All sides of the buildings should receive equal design consideration and treatment.

Building Mass / Form

1. Perceived building mass should be reduced by dividing the building mass into small scale components by providing a well-defined base, middle and top to the building.

2. A solid building base may be achieved by elements such as low planters and walls, base planting, a base architectural veneer banding and treatments defined by a different material, texture or color.
3. A well defined building top may be achieved by utilizing features such as distinct and multiple architectural roof forms, clearly pronounced eaves, and distinct parapet designs and cornice treatments.
4. Rooflines, building heights, orientation of entrances and other major architectural elements of the buildings should be designed within the context of the overall development. Building design should complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
5. Buildings should be oriented with the primary building entrance facing the primary public street, unless topographical or other site features make such orientation non functional.
6. The main entry into a structure should be emphasized to announce a point of arrival in one or more of the following ways:
   a. Flanked by columns, decorative fixtures or other details;
   b. Recessed within a larger arched or cased decorative opening;
   c. Covered by means of a portico (formal porch) projecting from or set into the building face;
   d. Punctuated by means of a change in roofline, tower, or a break in the surface of the subject wall.
7. Commercial storefront entries should be recessed and/or sheltered by a covered arcade structure, colonnade, canopy, or awning.

Facade Articulation

1. To ensure minimal amount of horizontal articulation/undulation, no building wall on the primary building façade should run more than 50 feet without employing one or more of the following:

   a. a twelve inch offset in wall plane
   b. a column or pier at least 1 foot wide and 8 inches deep
   c. a building corner or projection
   d. significant texture change

2. Architectural elements, such as overhangs, trellises, projections, awnings, insets, material, texture, and color, should be used to create shadow patterns that contribute to the building's character.
3. Buildings should include articulated wall planes, projection and recesses to provide shadow and depth, and should combine multi-story forms with stepped, stacked or sloped facades.
4. Non-entry facades that face roads or views from public spaces should incorporate additional architectural treatments, such as pilasters, recessed areas, and windows with spandrel glass that give the appearance of windows facing the street.
5. A distinct building center may be achieved by the addition of covered walkways, trellises, colonnades, or architectural awnings that provide deep shadow.
6. All buildings shall include "four-sided" architecture to ensure similar design and articulation on al four sides of each building.

Roof Planes

1. Rooflines should be varied in height, form, and materials. Parapet rooflines should be varied by stepping up and down or incorporating pitched roof elements. Rooflines should be broken at intervals no greater than 50 feet long by changes in height or step backs.
2. Parapet walls should be designed and constructed in a manner to appear as a solid, three dimensional form rather than a veneer. Parapets should incorporate detail treatments to ensure perceived variation:
3. Deep overhangs should be integrated to create shadow and add depth to facades.
4. For all buildings less than 24 feet in height, parapets should not exceed 5 feet in height. For all buildings 24 feet or greater in height, parapets should not exceed 7 feet in height.
5. All roof-mounted mechanical equipment should be screened from view. A line of sight exhibit should be provided showing the effectiveness of the proposed screening methods from the public right-of-way. For projects abutting single-family residential homes, mechanical equipment should be screened from all adjacent second story windows.
6. All screening materials should be compatible with the colors, materials, and design of the building.

Colors and Materials

1. All developments should employ the integrative use of multiple exterior accent materials including, but not limited to, brick, stone, and masonry in appropriate quantities with the proposed elevations.
2. Material changes should occur at intersecting planes, preferably at the inside corners of changing wall planes or where architectural elements intersect, such as pilaster, projection or fence line.
3. When stucco is utilized a light to smooth finish is required and should be blended with other finish materials, such as stone, brick, wood, and/or iron.
4. Material and colors should be used to enhance different parts of the building's façade.
5. When appropriate, a rich, bold color palette should be employed to create a sense of variety and interest to exterior elevations.
6. Bright primary colors should be limited to trim and accent features only.

IV. SIGN PACKAGE

IV. SIGN PACKAGE

These guidelines for Avondale Gateway Center will ensure design continuity with the existing approved Avondale Gateway signage program, but also expand on it to incorporate the other uses being addressed in this phase of the overall project. While consistency is key in this process, the architectural uniqueness of the individual developments within the project will also be important considerations.

A Comprehensive Sign Package will be submitted for review to the City of Avondale concurrent with the Master Site Plan review for each sub-area within Avondale Gateway Center. Signage for the project is very important and will be based on the needs of the site, the variety of uses it contains, and its various windows for signage. The project as a whole is quite large, with approximately 5,000 lineal feet of frontage along the I-10 freeway, and 107th Avenue (on the eastern edge) has about 1,200 feet. The overall size of the site, along with the freeway exposure, makes this project unique.

Theme and Image

As a continuation of Avondale Gateway, signage within Avondale Gateway Center shall be developed with an awareness of the existing design theme of the project, the surrounding community, its proximity to the freeway and its location within the freeway corridor.

An important part of this development is maintaining a consistent and unified theme for the site signage. While elements of signage for individual parcels within the site shall vary somewhat (depending on the use and architectural uniqueness), the general elements such as structure and basic overall composition shall be used to maintain a level of project continuity. Varying elements could include forms, massing, colors, materials and finishes that complement, not copy, the architecture for the parcel in question. Ultimately, the goal of consistency is not to make every sign look the same, but to convey the message that Avondale Gateway Center, while made up of different elements, truly operates under an overall idea.

Project Signage Hierarchy

Freestanding Signs (see **Exhibit 13[A]**: Freestanding Sign Matrix for more details)

In addition to the existing pylon sign, one (1) freeway pylon sign shall be located in allowable freeway corridor locations on-site to identify Avondale Gateway Center and up to eight (8) tenants. While freeway visibility for wall signage is advantageous, space will be limited to avoid too much visual clutter. Also, there is the potential for major tenants within the site that will have no visibility from the freeway. The pylon signs will be an important element to identify these tenants, as well as the Avondale Gateway Center project as a whole. Overall design elements, height and area will be consistent with the previously approved pylon signage for the project.

Project entrance identification monument signage will be located at key entrance points along 107th Avenue. At eight (8) feet tall, these signs will display only the name of the project.

Multi-tenant monument signs shall be used for both commercial, office and business park uses. In most cases, these will include the name of the project and also tenant

identification. These signs shall be located along 107th Avenue, and also along internal roads throughout the project. These signs will have a height of fourteen (14) feet in the commercial areas, and ten (10) feet in the office/business park areas. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Single-tenant monument signs shall also be used in the commercial, office and business park sub areas of the project, and will identify only one tenant or building. These signs will have a maximum height of six (6) feet. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Campus directory signs will be developed to provide way finding throughout the internal roadway system. These will be designed to provide safe vehicular flow within the established design theme. Directory signs shall provide directions to destinations either using addressing individual tenant/building names. The maximum height of campus directories shall be eight (8) feet. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

Smaller directional signage will also be used to guide traffic on lesser roads and at parking lot decision points. Delivery/pick-up areas can also utilize this type of signage. These signs will be at a height of four (4) feet. Design will be pulled from both the overall project signage, and the architectural character of the building/project.

For projects with drive through services, menu boards, ordering boards, shall be per the City of Avondale Zoning Ordinance except that such signs shall be monument style, and relate to the building architecture.

Building / Tenant Wall Signs (see **Exhibit 13[B]**: Building Signage Matrix for more details)

General Address Number

Address numbers are a critical method of way finding for the site. These signs will be strategically placed for maximum visibility to traffic entering each development within the project. The numerals will be a designed and located for visibility, recognition and safety. Future phases' building address numbers will be located in a similar manner and of similar material.

General Wall Signage

All tenant identification within Avondale Gateway Center shall be constructed of reverse pan channel letters and logos. Upon review, reverse pan channel custom cabinets may also be allowed. See wall signage matrix (Exhibit 13[B] for details. With the complexity of the site layout, clear identification of the individual business will be a key component to an appropriate way finding system. In the individual Comprehensive Sign programs for each parcel, complete tenant building signage guidelines will be developed that ensures quality design, quality construction through any combination of the following types of signage and that which is appropriate for the use:

- Halo and indirectly illuminated, aluminum pan channel returns and retainers and colored acrylic faces;
- Halo-illuminated, aluminum reverse pan channel graphics/letters;

- Non-illuminated, aluminum reverse pan channel, or dimensional flat cut-out graphics/letters;
- Aluminum plate or aluminum cast letters; and
- Custom, dimensional and integrated cabinets.
- Raceway mounted signs and internally illuminated, acrylic faced box cabinets will be prohibited.

General Size and Area

The overall area and sizes of building signage shall be designed to be proportional with the architecture.

Standard design proportions to 70% of the overall height and 80% overall length of building fascia area shall be used. Sign fields shall be delineated at the time of Final Site Plan review.

Maximum letter heights for the various locations and uses will also be established for good signage visibility based on street frontages, building heights, and incorporating tenants corporate identification standards. Such maximum letter heights shall be established at the time of Master Site Plan review.

V. INFRASTRUCTURE AND ENGINEERING

V. INFRASTRUCTURE AND ENGINEERING

A. Roadways

All street segments described herein will be public roadways. As required, developer will dedicate all necessary rights of way for the entire project at the time of the first sub-area master plan. The street classifications are shown in the table below.

Primary access to the site will be provided by the I-10 freeway, 107th Avenue and Corporate Drive. Additional internal circulation roads will provide direct access to the individual development parcels. Individual and shared driveways will provide access to parking areas throughout the project.

Street Classifications for each roadway are as shown in the Infrastructure Table below. Existing 107th Avenue is a major arterial street. Corporate Drive is classified as a major collector street. Roosevelt Drive is classified as a minor collector street. 111th Avenue, 109th Avenue and Gateway Boulevard are classified as minor collector streets. All off-site public roadway infrastructure improvements will be constructed per City of Avondale standards.

B. Utilities

All utility mainline extensions and service stubs to each parcel and lot will be installed with the correlating roadway segments and adjacent sites. All utilities will be underground.

Water: The City's water distribution system will be extended by this development as described in the table below. Existing City water system points of connection consist of: 1) an 8" main in Hilton Way, 2) a 12" main in Roosevelt Street, 3) a 12" main in 111th Avenue south of Corporate Drive, 4) a 16" water main in 107th Avenue, and 5) improvement plans for Roosevelt Park Phase 2 by M2 Group proposes a 12" main in Corporate Drive from 111th Avenue to 109th Avenue.

See Infrastructure Table below for Water System improvements required by this project.

Sanitary Sewer: The City's sanitary sewer collection system will be extended by the development as described in the table below. Existing City sewer points of connection consist of: 1) 8" gravity main in Hilton Way and Roosevelt Street, 2) 15" gravity main in 107th Avenue, and 3) 18" gravity main in Van Buren Street – approximately 1750 LF south of the site.
See Infrastructure Table below for sanitary sewer improvements required by this project.

Dry Utilities: All dry utilities will be installed underground to each parcel and lot as required for proposed service levels. APS will provide electric service. Qwest and Cox Communications will provide telephone, cable and data services. Southwest Gas will provide gas service.

Trash collection will be provided by private collection agencies.

C. Grading and Drainage

The offsite roads will be drained through the use of scuppers and catch basins. Temporary retention basins will be constructed to hold the runoff from the 100-yr, 2-hr storm event, using 2.65 inches of rainfall. Future onsite retention for the 100-yr, 2-hr storm event, using 2.65 inches of rainfall, will be required for each development along with its associated half street drainage unless provided elsewhere. Site specific detention facilities may utilize surface or underground storage facilities for stormwater management. Dry Wells will be used for stormwater outlet or dissipation.

D. Infrastructure Table

Street Segment	***Street Classification***	***Required Improvements***	***Water System***	***Sanitary Sewer***	***Dry Utilities***
Corporate Drive (107th Ave. to 109th Ave)	Major Collector	North Half-Street and associated improvements	12" dia. Main	10" dia. Main	YES
Corporate Drive (109th Ave. to 111th Ave.)	Major Collector	North Half-Street and associated improvements	By Others	10" dia. Main	YES
Roosevelt Street (Hilton Way to 111th Avenue)	Minor Collector	North Half-Street & associated improvements	12" dia. Main	8" dia. Main	YES
Roosevelt Street (111th Avenue to Corporate Drive)	Minor Collector	Full Street & associated improvements	8" dia. Main	8" dia. Main	YES
111th Avenue (Corporate Drive to Roosevelt Street)	Minor Collector	East Half-Street & associated improvements	12" dia. Main	10" dia. Main ** Connect to Ext'g. 18" Main in Van Buren Street	YES
111th Avenue (Roosevelt Street to Gateway Blvd)	Minor Collector	Full Street & associated improvements	8" dia. Main	10" dia. Main	YES
109th Avenue Gateway Blvd to Corporate Drive	Minor Collector	Full Street & associated improvements	8" dia. Main	None Required	If Required
Gateway Boulevard Hilton Way to 107th Avenue	Minor Collector	Full Street & associated improvements	8" dia. Main	10" dia. Main	YES

VI. PHASING

VI. PHASING

Attached as **Exhibit 14**, is a conceptual phasing plan that will respond both to market demand as well as to infrastructure financing, design, and construction. Most notably, roadway improvements to Gateway Boulevard and 111th Avenue and their attendant water and wastewater services, will guide the development scenario for Avondale Gateway Center. Based upon a tactical review of existing infrastructure as well as the most strategically located areas of the project site, ownership anticipates that the first phase for the project will be those areas that abut Gateway Boulevard and 111th Avenue, with subsequent development occurring from 107th Avenue west.

Phasing will occur as market conditions warrant. All necessary storm water retention, perimeter streetscape improvements, and traffic management facilities will be delineated as part of a particular phase. Ownership will submit plans for each phase to City Staff to ensure proper and orderly development and infrastructure will be built to support each new phase as development progresses.

Note that all Phasing requirements are subject to change based on the results of the traffic study. Additional requirements may be identified with the Traffic Impact Studies at Master Site Plan, including but not limited to traffic signals, turn lanes, transit stops, and intersection improvements that may also require additional right-of-way.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1320-808 - Avondale Gateway Triangle Rezoning (Z-08-1)

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Rezoning from A-1 (General Industrial) to PAD (Planned Area Development)

PARCEL SIZE: 2.8 acres

LOCATION: Approximately 800 feet east of the southeast corner of Avondale Boulevard and Interstate 10 (Exhibits A, B, and C)

APPLICANT: Ms. Vanessa Hickman, Withey Morris PLC

OWNER: Cavan Real Estate Investments

BACKGROUND:

The property was annexed into the City of Avondale on March 18, 1985. It was rezoned from R-1 (One Family Residence) to A-1 (Light Industrial District) on May 20, 1985. The current zoning of the property remains A-1; the name of the district was changed from “Light Industrial” to “General Industrial” when the Zoning Ordinance was updated in 1990. The property is vacant and undeveloped.

The subject parcel is designated by the General Plan Land Use Map as Employment (Exhibit C). The Employment designation encourages facilities that provide employment opportunities by allowing uses that include general office, enclosed industrial uses and retail and limited commercial uses that support office and industrial. Additionally, the property is located within the Freeway Corridor Specific Plan area.

The existing Avondale Gateway PAD, which surrounds the subject parcel to the south and east, was approved by the City Council on June 20, 2005. A master site plan for the Hilton Garden Inn and Homewood Suites was approved on July 5, 2005 and those buildings were completed in Fall 2007.

The subject parcel was acquired by Kitchell Development Company, the original master developer for Avondale Gateway, in Spring 2006. Subsequently, on July 17, 2006, the final plat for Avondale Gateway (which included the triangular exception parcel) was approved by the City Council. It was noted at that time that a rezoning action would be needed at a later date in order to ensure compatibility with the existing PAD.

SUMMARY OF REQUEST:

1. The applicant is requesting to rezone 2.8 acres from A-1 (General Industrial) to PAD (Planned Area Development). The applicant has submitted a PAD General Development Plan (Exhibit E), which details permitted uses, development standards, and design standards for future development of the site.

2. The subject parcel is surrounded on two sides by the Avondale Gateway PAD (Z-05-5), approved by the City Council in 2005. At the time of that rezoning, the triangular property was under separate ownership from the remainder of the surrounding land and was excluded from the rezoning action. The purpose of this request is to effectively add this former exception parcel into the Avondale Gateway PAD, applying identical use lists, development standards, and design criteria.

3. The proposed development plan divides the property into two sub-areas which correspond to the adjacent sub-areas in the Avondale Gateway PAD (See Figure 4 of Exhibit E). A brief description of these sub-areas follows:

- **Mixed-Use/Office Sub-Area:** This designation is applied to the westernmost acre of the subject parcel. The purpose of the Mixed-Use/Office sub-area is to provide office and employment uses that take advantage of the visibility provided from Interstate 10. Retail, restaurant, and hotel uses which help support offices uses are allowed within this sub-area.
- **Business Park:** The Business Park sub-area is the eastern 1.8 acres of the subject property. This category is intended to provide employment uses in a planned business park environment. Fully enclosed light industrial uses are also allowed within this sub-area.

4. All proposed development and design standards, including building height, setbacks, landscaping standards, screening, and building architecture are identical to those approved for the surrounding Avondale Gateway PAD. Development will adhere to the Design Manual for Commercial, Industrial, and Multi-Family Development.

5. The subject property has no direct access to public streets. As a result, it will be required to be master planned together with adjacent parcels in the original Avondale Gateway PAD. This measure will ensure adequate vehicular and pedestrian access to any development occurring on the property.

6. Water and Sewer services will be obtained from the City of Avondale. The existing eight inch water and sewer lines under Hilton Way will be stubbed out to serve development north of Hilton Way.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 PM on June 11, 2008 at the Civic Center Library. Letters were mailed to the nine property owners located within 500 feet of the subject property on May 20, 2008. A neighborhood meeting sign was posted on the property on May 20, 2008. The meeting was advertised in the West Valley View on May 20, 2008. According to the applicant, there were no attendees at the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on July 1, 2008. The property was posted on June 27, 2008. Letters were mailed out to nine property owners on June 23, 2008. No persons spoke on the item at the Planning Commission Meeting.

A notice of the City Council hearing was published in the West Valley View on July 29, 2008. The property was posted on July 28, 2008. Letters were mailed out to nine property owners on July 21, 2008. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on July 17, 2008, and voted 6-0 to recommend **APPROVAL** of this request subject to the following stipulations (Exhibit G):

1. Development shall conform to the Avondale Gateway Triangle PAD Development Plan Narrative date stamped June 9, 2008, except as modified by these stipulations.

2. Roadways outside of this PAD shall be governed by their own separate PAD development plans, including street classification.

3. The subject property shall be master site planned with an adjacent parcel(s) which has direct access to a public street.

4. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

ANALYSIS:

- Approval of the proposed rezoning will eliminate a potentially troublesome exception parcel of which was not included in the Avondale Gateway PAD approval in 2005. With its current zoning of A-1, development can potentially occur on the subject property that is not compatible in use, character, intensity, or architectural design with the surrounding development. If approved, this PAD will ensure a seamless form of development adjacent to Interstate 10, from Avondale Boulevard to 111th Avenue, as desired by the Freeway Corridor Specific Plan.
- The proposed land uses within this 2.8 acre PAD are identical to the land uses allowed within the existing 48 acre Avondale Gateway PAD. Approval of this application will result in the location of compatible, employment generating land uses adjacent to Interstate 10.
- The proposed requirement that this site be master planned in conjunction with surrounding parcels will assist in solving a long-standing problem of accessibility to the 2.8 acre subject property. Stipulation #3 below will ensure that all employees and visitors to the site will have well-planned, safe access on both vehicular and pedestrian levels.
- The PAD proposes employment generating uses that are consistent with the General Plan land use designation of employment.
- The PAD adheres to the standards and recommendations contained within the Freeway Corridor Specific Area Plan.

FINDINGS:

The proposed rezoning meets the following findings:

- The proposed PAD zoning is in conformance with the General Plan and the Freeway Corridor Specific Plan.
- The proposal meets the PAD requirements of the Zoning Ordinance.
- The proposed PAD zoning will result in compatible land use relationships.
- The proposed PAD includes uses, design standards, and development standards identical to the surrounding Avondale Gateway PAD and areconsistent with the desired character of development for this area.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application Z-08-1, a request for rezoning approval subject to the 4 stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving application Z-08-1, a request to rezone approximately 2.8 acres from General Industrial (A-1) to Planned Area Development (PAD), subject to four recommended stipulations.

ATTACHMENTS:

Click to download

- Exhibit List
- Exhibit A - Zoning Map
- Exhibit B - Aerial Photograph
- Exhibit C - General Plan Land Use Map

- Exhibit D - Summary of Related Facts
- Exhibit E - Proposed Avondale Gateway Triangle PAD Development Plan Narrative, date stamped June 9, 2008
- Exhibit F - Approved Avondale Gateway PAD Development Plan Narrative
- Exhibit G - Draft Planning Commission Meeting Minutes from July 17, 2008
- Ordinance 1320-808

FULL SIZE COPIES (Council Only):

PAD Development Plan, dated June 9, 2008

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

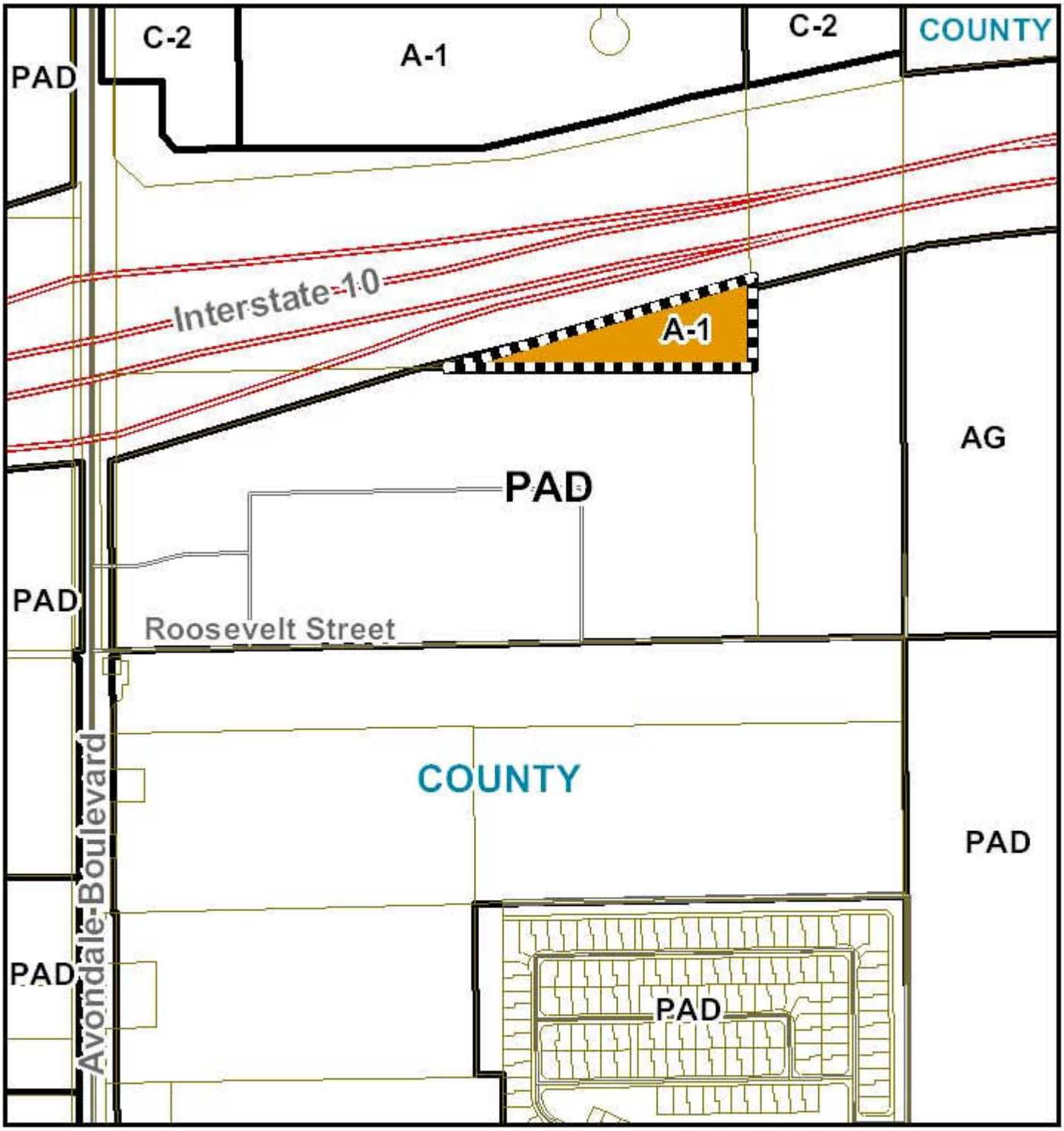
ATTACHMENTS

Exhibit A Zoning Vicinity Map
Exhibit B Aerial Photo 2007
Exhibit C General Plan Land Use Map
Exhibit D Summary of Related Facts
Exhibit E Proposed Avondale Gateway Triangle PAD Development Plan Narrative, date stamped June 9, 2008
Exhibit F Approved Avondale Gateway PAD Development Plan Narrative
Exhibit G Draft Planning Commission Meeting Minutes from July 17, 2008

FULL SIZE EXHIBITS:

PAD Development Plan, date stamped June 9, 2008

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

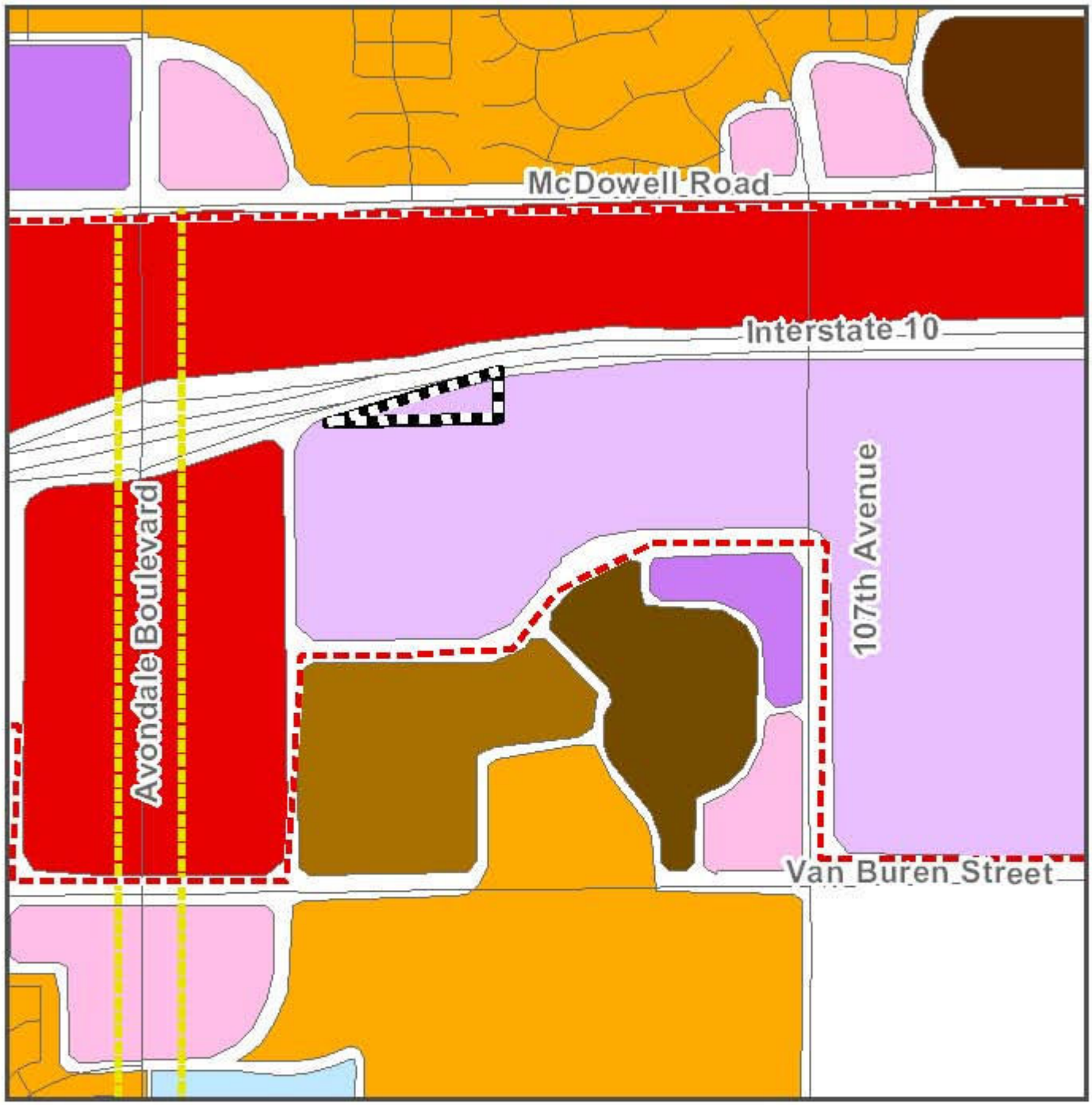
2008 Aerial Photo

Avondale

Subject Property

N

Exhibit C



General Plan Land Use Map

- 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 Z-08-1

THE PROPERTY	
PARCEL SIZE	2.8 acres
LOCATION	East of the southeast corner of Interstate 10 and Avondale Boulevard
PHYSICAL CHARACTERISTICS	The site is largely flat and contains no structures.
EXISTING LAND USE	Vacant
EXISTING ZONING	A-1 (General Industrial)
ZONING HISTORY	Annexed on March 18, 1985; zoned A-1 on May 20, 1985
DEVELOPMENT AGREEMENT	There is no development agreement for this property. A development agreement for the Avondale Gateway PAD was approved by the City Council in April 2005 and amended in April 2006. The agreement specified the infrastructure improvements that would be completed by the developer and the improvements which would be completed by the City. The terms of that agreement have been satisfied.

SURROUNDING ZONING AND LAND USE	
NORTH	Interstate 10
EAST	Interstate 10
SOUTH	Avondale Gateway PAD (Planned Area Development) – Mixed Use & Business Park Sub-Areas
WEST	Avondale Gateway PAD (Planned Area Development) - Business Park Sub-Area
GENERAL PLAN	
The western portion of the subject property is designated as Employment on the General Plan Land Use Map. The eastern portion is designated as Freeway Commercial.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School
HIGH SCHOOL	Westview High School

STREETS
There are no public streets adjacent to the subject property. This property will be developed in conjunction with the surrounding Avondale Gateway PAD and access to Hilton Way will be provided through adjacent parcels.

UTILITIES
There is an existing 8” waterline in Hilton Way which will be stubbed out to serve the future development. There is an existing 8” sewer line in Hilton Way which will be stubbed out to serve the future development.

EXHIBIT E

Avondale Gateway Triangle

A Request for a Rezone
to
Planned Area Development (PAD)

2.8 Acres East of the Southeast Corner of
Avondale Boulevard & I-10
Avondale, Arizona

Submitted: March 2008
Revised Submittal: June 2008

CITY OF AVONDALE
JUN 9 2008
DEVELOPMENT SERVICES
2-08-1

CAVAN

LVA

WITHEY MORRIS PLC

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Avondale Gateway Triangle
Planned Area Development

I. Introduction

The owner / developer plans to rezone approximately 2.8-acres of the southeast corner of Parcel 6 of the approved Avondale Gateway Final Plan. This rezone is in conjunction with the already approved 48-acre Avondale Gateway PAD. This rezone will allow the addition of a remnant parcel left out of the Avondale Gateway PAD, utilizing the same land uses and development standards. The proposed development consists of two land uses: Mixed-Use Office Park (1.0 acres), and Business Park (1.8 acres). These uses are compatible with both the Avondale General Plan and the Freeway Corridor Specific Plan.

II. Project Location

The site borders Interstate 10 to the north, and the existing Avondale Gateway PAD to the south, east and west.

See **Figure 1***: Vicinity Map,* **Figure 2***: Parcel Map and* **Figure 3***: Legal Description for location and configuration of the Subject Property.*

III. Request

This request is to rezone the 2.8-acre parcel to Planned Area Development (PAD) to specifically allow the range of proposed uses per the proposed General Development Plan.

IV. General Plan Conformance

The City of Avondale General Plan and Freeway Corridor Specific Plan identify the site as Freeway Commercial. This designation allows flexibility for development of regional retail, family entertainment, office, and employment uses.

One of the goals of the General Plan is to provide economic sustainability for the community. The proposal supports this goal by providing the opportunity for office and light industrial use development.

One of the key elements of the Freeway Corridor Specific Plan is the designation of a "regional commercial node" in the vicinity of Avondale Boulevard and the I-10 freeway. This designation encourages intense land uses such as business parks, hotels, and related commercial uses. The proposal includes a request for an increase in height allowance to allow the type of intense land use outlined in the Freeway Corridor Specific Plan.

The Freeway Corridor Specific Plan outlines required findings for approval of increased height. The subject property will be developed as a single project or projects with the adjoining property (Avondale Gateway PAD) which includes the following:

a. The proposal conforms to the intent and objectives of the Freeway Corridor Specific Plan to create a regional commercial and office corridor in the vicinity of the Interstate-10 and Avondale Boulevard.
b. Meets the corridor design standards and principals.
c. Supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
d. Provides a mix of land uses which include office, retail, hotel and employment uses.
e. Extraordinary architectural and design criteria are included to ensure quality development.
f. The project is "pedestrian friendly" by providing pedestrian plazas and enhanced pedestrian walkways.

V. Infrastructure

Circulation

Primary access to the site is provided by the I-10 Freeway, Avondale Boulevard (115th Avenue) and the future Roosevelt extension east of Avondale Boulevard.

Avondale Boulevard is a major arterial street, Roosevelt Street is Hilton Way/Gateway Boulevard are collector streets and the remaining proposed interior streets will be local streets.

Vehicular access to this 2.8 acre parcel will be through surrounding parcels which have direct access to Hilton Way/Gateway Boulevard. Prior to development, a final plat will be recorded which combines the subject property with the adjacent parcels that enjoys direct access to a public street to ensure that the subject property is not land locked.

Utilities

All utilities will be developed with the roadway and site improvements and placed underground.

Water and wastewater service will be provided by the City of Avondale. Stub-outs will be provided for the development of these parcels.

Qwest will provide telephone service.

Trash collection will be provided by private collection agencies.

SRP will provide electric service.

Grading and Drainage
Each parcel will be responsible to provide onsite storage for runoff from a 100-year 2-hour storm event. Each parcel will also be responsible to collect adjacent half-street runoff.

Maintenance
The property owner(s) will, in a manner that provides a neatly trimmed, cultivated and litter free site, provide maintenance of the proposed individual parcels, including any contiguous landscape areas up to the back of the public sidewalk plus any landscape areas within the right of way between the public walk and street edge. All public streets will be maintained by the City of Avondale.

VI. Final Development Plans / Site Plan Review

A General Development Plan is included as **Figure 4**. The General Development Plan shows the master roadway circulation plan. There are two (2) primary sub areas of the General Development Plan: Mixed-Use Office Park (1.0 acres) on the west half of the site, and Business Park (1.8 acres) occupying the east half of the site. The two sub-area boundaries proposed within this PAD correspond to the two sub-area boundaries approved within the Avondale Gateway PAD as demonstrated by the faded parcel boundaries shown in **Figure 4**.

Site plans shall be submitted in accordance with Section 106, *Site Plan Review*, of the City of Avondale Zoning Ordinance. All site plans shall be in conformity with this PAD and Zoning Ordinance. A site plan(s) for this PAD must be combined with a site plan(s) for the surrounding Avondale Gateway PAD or proposed Avondale Gateway Center PAD to ensure the subject property has access to public streets. The development standards for both PAD's are identical.

Master Site Plans
A Master Site Plan is required for each sub-area of the overall development. The Master Site Plans must include compatible architectural themes, building materials and colors, internal circulation, parking lot configurations, signage, landscape theme, and maximum building footprints. Such Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Again, it should be noted that any master site plan may be combined with the site plan(s) proposed within the Avondale Gateway PAD immediately south.

As each sub-area develops, the Master Site Plan may need to be amended or updated to reflect changes in users or other factors. Areas submitted in one Master Site Plan may also be amended by inclusion in a subsequent Master Site Plan submittal. Changes that increase traffic, significantly change building square

footage, significantly change building orientation or footprints, have impact on adjacent users, or include changes that alter the character of the Master Site Plan including changes to approved building architecture or materials will be considered Major Amendments to the Master Site Plan. Major Amendments shall be reviewed by the Planning Commission and approved by the City Council. All other changes are Minor Amendments and shall be reviewed and approved administratively.

As the site develops, it may be necessary for buildings to cross zoning boundaries. Therefore, master site plans may be developed in conjunction with the adjacent Avondale Gateway PAD.

Individual Site Plans
Following approval of a Master Site Plan, Individual Site Plans may be submitted for administrative review and approval for each building within that sub-area. All Individual Site Plans shall be in substantial conformity with the Master Site Plan.

VII. Land Uses

When drafting the following list of uses, the applicant assumed that the 2.8-acre site would be divided into smaller components. For the purpose of this use list, the following conceptual sub-areas were used:

- A "Mixed-Use Office Park" (approximately one acre) bounded by the Interstate 10 to the north, the existing Mixed-Use Office Park parcel to the south, the proposed Business Park parcel to the east and the Interstate 10 on-ramp to the west.
- A "Business Park" (approximately 1.8 acres) for the remainder of the site.

Mixed-Use Office Park:

The purpose of the Mixed-Use Office Park land use is to provide office and employment uses that capitalize on visibility from the Interstate 10 freeway. Retail, restaurant, hotels and conference facilities that support the primary office uses are encouraged in this area.

Permitted Uses
The following uses are authorized within the Mixed-Use Office Park Element of the PAD:

- Professional, administrative, corporate, or business offices;
- Medical, dental, or health offices, or clinics;
- Full service restaurants, other sit down restaurants and delis without drive-thrus, coffee shops, and similar eating establishments;
- Brewpubs, taverns, and cocktail lounges;
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor);

- Financial institution without drive-thru facility;
- Retail sales of new merchandise (maximum or 30,000 square feet in gross floor area).
- Barber shops, beauty shops, nail salons, tanning salons, day spas, and similar personal service uses (not including massage, tattoo, and body piercing studios);
- Hotels;
- Conference, banquet, and event centers;
- Car rental office (no vehicles parked or stored on site); and
- Media production or broadcasting studios (no onsite broadcasting towers).

Permitted uses Subject to Conditions

The following uses are authorized within the Mixed-Use Office Park subject to the listed conditions:

- Drive-thru facility for coffee shops provided:
  - The use is part of a multi-tenant building.
  - A minimum of 100 feet of vehicle stacking measured from the menu board shall be provided.
  - The drive-thru shall be reviewed and approved concurrent with the master site plan for the subject property.

Conditional Uses

The following uses may be allowed in the Mixed-Use Office Park through the review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 108, *Conditional Use Permits*, of the City of Avondale Zoning Ordinance.

- Nightclubs (not including adult live entertainment as defined in Section 10 of the Avondale Zoning Ordinance);
- Health and exercise centers;
- Day care centers, pre-school centers, adult day care centers; and
- Indoor motion picture theatres.

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Outdoor dining;
- Sidewalk café; and
- Walk-up Automatic Teller Machines.

Prohibited Uses

The following uses are prohibited in the Mixed-Use Office Park:

- Check cashing, bondsman, pawn shops, plasma centers, thrift stores;
- Day labor centers;
- Drive-thru facilities except as noted above;
- Outdoor storage;
- Automotive parts and supply store, tire stores, auto repair, car washes;
- Outdoor displays;
- Sexually oriented businesses;
- Convenience stores, gasoline stations, restaurants with drive-thru or drive-ins; and
- Any use not expressly permitted herein.

Business Park:

Permitted Uses

The purpose of the Business Park land use is to provide employment uses within a planned business park environment that provides for office and enclosed light industrial uses.

- Professional, administrative, corporate, or business offices;
- Medical laboratories;
- Banks and financial institution with or without drive-thru facility;
- Corporate Centers;
- Media production or broadcasting studios (no onsite broadcasting towers);
- Manufacturing or assembly of finished products as long as the primary use of the property does not include the basic processing and compounding of raw materials or food products, and
- Commercial, trade or business schools.

Permitted uses Subject to Conditions

The following uses are authorized within the Business Park subject to the listed conditions:

- Office Warehouse:
  - A minimum of 25% of the gross floor area shall be designated and designed for office use.
  - Roll-up doors shall not be visible from a public street.

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Retail commercial sales directly related to the primary use, not to exceed 10% of the gross floor area of the primary use; and
- Walk-up Automatic Teller Machines.

Prohibited Uses
The following uses are prohibited in the Business Park:

- Check cashing, bondsman, pawn shops, plasma centers, thrift stores;
- Day labor centers;
- Outdoor storage;
- Industrial uses that involve processing of raw materials;
- General retail displays;
- Outdoor displays;
- Sexually oriented businesses;
- Convenience stores, gasoline stations, restaurants with drive-thru or drive-ins;
- Contractors yard;
- Outdoor storage;
- Truck rental;
- Mini-storage, dead vehicle storage, RV storage, truck parking or storage;
- Bulk warehousing and distribution as the principal use;
- Automotive related uses including, but not limited to, auto body and engine repair, upholstery, painting facilities, diagnostic facilities, and emissions testing facilities, and
- Any use not expressly permitted herein.

All activities shall take place within enclosed buildings. There shall be no off-site impacts such as odor, dust, noise, vibration, discharge, or glare that would be objectionable or incompatible with nearby business park users.

VIII. Development Standards

These development standards shall apply to development within the PAD unless otherwise noted, all development shall comply with the City of Avondale Zoning Ordinance. In the event where the text of the Zoning Ordinance and this PAD differ, the PAD shall prevail.

Lot Development Standards

Minimum Lot Width and Area:	None
Setbacks:	
Front from all streets	20' to parking, 20' to building
Interior side	None (shall comply with building code)
Rear yard	None (shall comply with building code)
Freeway	20' to parking or building
Building Height:	150'
Lot Coverage:	No maximum subject to meeting minimum development standards including parking, landscaping, and setback requirements.

Lighting

In addition to the following requirements, all lighting of the sites shall comply with Section 707, *Outdoor Lighting*, of the City of Avondale Zoning Ordinance.

- Accent lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Said lights shall be fully shielded.
- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- All primary light fixtures shall be metal halide.
- The design of lighting fixtures and their structural support shall be of a scale and architectural design compatible with on-site buildings.
- Fixtures that illuminate large areas from a single source are prohibited.
- Pedestrian scale lighting features shall be provided in areas designed for pedestrian activities such as plazas, courtyards, pathways, and seating areas but excluding parking only areas. Such pedestrian lighting fixtures will complement the general architectural style of the development.
- The use of decorative wall-mounted sconces or light fixtures is encouraged.

Screening

Where screening is required by development regulations, a combination of elements shall be used including solid walls, berms, and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of materials and colors. Trash enclosures, service facilities, and loading areas will be sited away from project entrances and major circulation aisles.

Parking Areas

All parking areas shall be screened from the public right-of-way by a minimum three (3) foot high wall, landscape berm, or combination. Screen walls shall be commercial grade and designed to complement the design of the adjacent buildings.

All concrete light pole bases shall be designed to match the standard set forth for the entire development.

Service Areas

To alleviate the unsightly appearance of service areas, service areas shall not be located at the front of buildings where it is difficult to adequately screen them from view. Such facilities are restricted to the side or read of the site. Service areas shall be screened with walls and landscaping. The minimum height of screening of service areas shall be six (6) feet and up to eight (8) feet as required for buildings in the Business Park sub area.

Buildings with freeway frontage shall be oriented to provide screening of loading and service areas away from the view of the freeway traveler. Buildings shall be designed to give the appearance of fronting or facing onto the freeway to provide a significant architectural presence to the I-10 corridor.

Utility and Mechanical Equipment

All roof mounted equipment, satellite dishes and ventilators projecting above the roofline shall be either fully recessed or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

No wall-mounted equipment shall be permitted on the front or street sides of any building, except as necessary for hotels. Wall mounted equipment shall be made visually subordinate with architectural features that blend with the design of the main building.

Ground mounted electrical or mechanical equipment shall be screened form view by walls and/or landscaping. No ground-mounted equipment, other than

those installed based on specific utility company criteria, shall be permitted between any street and building setback line.

Service electrical system (S.E.S.) panels shall be recessed into the building elevation or screened with doors, landscaping, or a solid wall (with landscaping) built of similar building materials and colors of the main development and equal to or exceeding the height of S.E.S. panel. This criteria shall be reviewed in context with utility company requirements and approved by the Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

Trash Enclosures

All trash or refuse collection areas shall be enclosed by a minimum six (6) foot wall. All gates shall be opaque and designed to complement the building architecture. Landscaping shall be included around the screen walls. No refuse collection area shall be permitted between any street and the building setback line. All trash enclosures will meet City of Avondale requirements.

Walls and Fences

Walls shall be designed to complement the site's architecture. Landscaping used in combination with all walls is required. The Master Site Plan shall include a wall plan to show the approximate location and architectural theme of screen walls.

Walls and fences shall only be utilized for screening or security purposes. Walls shall not enclose individual parcels. Landscape buffers with a minimum width of six (6) feet are required between individual, separate development sites to provide a transition between uses as determined at the time of Master Site Plan review.

Parking

Parking shall be provided per Section 804, Required Parking Schedule, of the Avondale Zoning Ordinance except for those uses specified as follows:

Hotels	1 space per 1 rental room
Restaurant/Bar within Hotel*	1 space per 200 square feet
Banquet/Meeting Rooms within Hotel	1 space per 300 square feet

*Additional parking is not required for a hotel restaurant/bar if it is completely internal to the hotel (no separate entrance) and has no signage on the exterior of the building.

The size of all parking spaces, driveways, parking lot islands, and other improvements in the parking areas shall conform to the City of Avondale Zoning Ordinance. For all parking lots directly adjacent and visible to Avondale Boulevard, a minimum of 15% of the total parking lot area shall be landscaped.

Parking structures are allowed. Said parking structures shall be designed to be architecturally compatible with the buildings including, but not limited to, the use of similar colors, materials, and architectural features.

Canopy or shade type parking structures are allowed. Parking canopies shall not exceed 12 cars in length. No canopies shall be installed in the front of buildings. The design of the canopies shall be upgraded through the use of fascia skirts or upgraded details compatible with building architecture and columns painted to match the buildings. Under canopy lighting shall be screened to limit visual distraction from the surrounding environment. Canopies shall be cantilever-type.

Special paving treatments shall be provided at site entrances into parking lots.

IX. Landscaping

The goal of the landscape design will be to create comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and excitement. The landscape plan material palette and landscape design will utilize Xeriscape principles to create a visually harmonious, water efficient landscape.

Individual parcel landscaping will enhance and acknowledge each site while complementing and unifying the overall development. All streets will be lined with a street theme tree with accent trees at various locations.

All plant materials shall be automatically irrigated with a 100% automatic, low volume drip emitter system. Irrigation run times shall be seasonally adjusted to maximize water use efficiency. The system shall be zoned for specific water use requirements, with all tree and shrub valve zones being controlled separately.

Plant materials were selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. Plants were selected from the Arizona Department of Water Resource Low Water plant list. The plant palette is provided as Figure 5.

In addition to the following requirements, all landscaping shall meet the minimum requirements set forth in Section 503, *Landscaping*, of the City of Avondale Zoning Ordinance. Individual parcels will be required to supplement any existing plantings in order to meet the required quantities.

The minimum street-landscaping setback shall be 30 feet to buildings and 20 feet for parking along all internal public local streets.

Landscaping shall be used to frame and soften structures. All areas not covered by structures, walkways, plazas or parking areas shall be landscaped.

A combination of trees and groupings of large shrubs shall be planted adjacent to structures at the front, side and rear elevations to accomplish the following:

- Accentuate the building design;
- Minimize the impact of large wall surfaces;
- Provide a buffer between building and parking areas;
- Highlight building entrances; and
- Provide solar protection of glazed surfaces.

Trees that are 36-inch box or larger are encouraged at major focal points such as building entries and pedestrian gathering areas.

All plant materials shall be properly pruned to allow the plant to attain their natural shape and form. The irrigation system will be maintained to optimize water efficiency. Use of fertilizers shall be prudent to avoid excessive plant growth, thus reducing water need and unnecessary pruning. All dead vegetation shall be removed within 30 days and replaced.

All planting areas shall receive topdressing of ½-inch select Decomposed Granite as approved for the project development. Color and size of the materials shall be compatible with overall development design criteria.

If retaining walls in retention basins are necessary, they shall be terraced and landscaped to reduce their visual scale.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a "bathtub" or linear channel appearance. Highly visible retention basins should be contoured using berms and curvilinear design.

X. Open Space and Amenities

Useable open space shall be provided in the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, outdoor plazas, courtyards, featured landscaped areas, walkways and paths. These open space areas shall be included on individual site plans as appropriate to project use. The separation of uses is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane.

Each applicable lot shall provide at least one (1) pedestrian refuge area and outdoor plaza. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1)

seating bench, two (2) trees and six (6) shrubs. Shade canopies may be provided in lieu of trees. Each area shall be separate and distinct.

Each applicable lot shall provide at least one (1) outdoor plaza or courtyard. Each plaza or courtyard shall be a minimum of 500 square feet. Plazas or courtyards shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, on-site furniture and shade coverage.

Each lot shall provide pedestrian walkways that interconnect with the outdoor plazas. Pedestrian walkways and paths shall have a minimum width of ten (10) feet. Five (5) feet shall be dedicated to landscape planting areas adjacent to the walkway and five (5) feet dedicated to the pedestrian walkway. Walkways or paths that traverse vehicle drive aisles shall be distinguished with specialty pavers or enhanced concrete.

Useable open space shall not include parking lot landscaping.

XI. Site Design

Building placement that creates opportunities for landscape features, plazas, courtyards, and/or outdoor dining is encouraged. Setback areas may be used to provide space for such areas.

Buildings are encouraged to be located at or near the front setback line or create a significant visual presence to the street.

Parking lots shall not be the dominant visual elements of the site.

Buildings shall not detract from the scenic and visual quality of the community, and should not impair views from Avondale Boulevard.

No drive-thru service window shall face directly onto a public street and it shall be an integral part of the primary building. The minimum stacking shall be three cars from the drive-thru ordering board.

XII. Architectural Design

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with primary emphasis on a corporate, Mixed-Use Office and Business Park appearance. Buildings shall utilize creative applications of materials, colors and textures. The design of each building within the overall development, including complementary uses such as retail, restaurants and hotels, will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Materials and colors must be approved by the City Staff at the time of Master Site Plan review. A

material board with complete preliminary specifications of finishes, color, and brochures on materials are required with any application.

The desirable architectural design elements for these buildings include:

- Building modulation, indentations and architectural details;
- Building entry accentuation; and
- Four sided architecture.

All downspouts shall be internalized.

Windows and glazing areas should include a variety of shapes, insets, shading devices, accent mullions or other treatments that complement the overall building design.

Building entrances shall be emphasized through the use of building materials, architectural design and specimen landscaping.

The design of each building adjacent to the freeway should consider the speed and direction of travel on the adjacent freeway. Particular design emphasis should be placed on those sides of the building most visible to freeway traffic. False building facades may be used to promote the corporate image on large wall expanses or for non-administrative buildings on the most critical building sides.

Building Massing

The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

Building wall articulation is required on the buildings with appropriate details and elements to help create pedestrian scale and a sense of quality.

Reduction of building mass may be achieved by using a combination of the following techniques:

- Variation in the rooflines and form;
- Use of ground level arcades and covered areas;
- Use of protected and recessed entries;
- Use of vertical elements on or in front of expansive blank walls;
- Use of pronounced wall plane offsets and projections;
- Use of focal points and vertical accents;
- Inclusion of windows on elevations facing streets and pedestrian areas; and
- Retaining a clear distinction between roof, body and base of a building.

Roofs

All pitched-roof structures should be roofed with pre-cast "color-thru" flat concrete tile. Flat roofs shall be an earth-toned non-reflective material.

Variations in rooflines, one-way parapets or other significant roof or canopy forms shall be used to reduce the scale of commercial and industrial buildings. Roof size, shape, material, color and slope should be coordinated with the scale and theme of the building. Parapets for concealing flat roofs shall feature three dimensional cornice treatments or other similar details that enhance the building architecture. Where not used in conjunction with other roof elements, parapets should vary in height.

The size of all roof elements shall be appropriate to the size and scale of roofing materials used. Buildings with sloping roofs should include multiple planes.

Elevations / Walls

Particular attention to detail shall be given to all sides of buildings so that the main architectural theme/style is articulated on all sides. Materials shall be carried from the main elevation throughout the entire design of the building.

Approved Exterior Wall Material: Common clay brick, granite, marble or other natural stone, concrete masonry units (provided that surfaces are painted, stained or have attractive exposed aggregate which must be approved as to color and texture) and shall have architectural relief, architectural metal, and stucco or plaster (synthetic systems simulating stucco or plaster are permitted) provided that finishes must be smooth, sand, or ceramic tile. Concrete may be allowed provided that the building is highlighted with architectural features that create a corporate image. All exterior wall materials and design must be approved by City Staff.

Approved Exterior Wall Colors: All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones. Accent colors found in the native desert palette are encouraged to provide design interest and diversity. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the City of Avondale prior to construction.

Materials and Colors Not Permitted: Wood (except for very limited amounts of trim), exposed plain concrete block, corrugated metal and pre-engineered metal sided buildings, bright colors such as orange, red, blue, green, yellow, purple and the like (unless specifically approved for use as limited accents).

Architectural character images (see Figure 7) are attached to indicate a general level of quality and design for each sub area: Mixed-Use Office and

Business Park. These images do not relieve applicants of meeting any of the requirements of this PAD or other applicable ordinances or codes.

Entrances

All buildings shall have clearly defined customer entrance(s) incorporating elements such as:

- Canopies or porticos;
- Overhangs;
- Recesses/projections;
- Arcades;
- Raised corniced parapets over the door;
- Peaked roof forms;
- Arches;
- Entrance framed by outdoor pedestrian features or enhanced landscaping;
- Architectural details such as tile work and moldings integrated into the building structure to frame the entryway;
- Integral planters or wing walls that incorporate landscaped areas and/or sitting areas; and
- Enhanced pedestrian surfaces.

Drive-Thru Facilities

All drive-thru facilities shall appear as an integral part of the primary building including canopies, wing walls, or architecturally enhanced screen walls. The method of screening shall be determined at the time of Master Site Plan review for the subject property.

XIII. Sign Package

These guidelines will ensure design continuity with the Avondale Gateway Triangle PAD identification signage while allowing the individual projects architectural uniqueness, materials and finishes are integrated as well.

A master sign package will be submitted for review to the City of Avondale concurrent with the Master Site Plan review for each sub-area. Signage for the project is very important and will be unique based on the needs of the site of mixed-uses, and its various windows for signage.

Theme and Image

Avondale Gateway Triangle PAD will be developed with an awareness of the surrounding community, its proximity to the freeway and within the freeway corridor. Design for all signage elements in the hierarchy of the project will be developed for compatibility with, and accentuating architectural elements. This will include forms, massing, colors, materials and finishes that complement-not copy the architecture.

Building Signage

General Address Number

Address numbers are a critical method of way finding for the site. These signs will be strategically placed for maximum visibility to traffic entering each development within the project. The numerals will be designed and located for visibility, recognition and safety. Future phases' building address numbers will be located in a similar manner and of similar material.

General Wall Signage

Tenant identification will be based on the type of use and their location within Avondale Gateway Triangle PAD. With the complexity of the site layout, clear identification of the individual business will be a key component to an appropriate way finding system. A complete tenant building signage guidelines will be developed that ensures quality design, quality construction through any combination of the following types of signage and that which is appropriate for the use:

- Internally illuminated, aluminum pan channel returns and retainers and colored acrylic faces;
- Halo-illuminated, aluminum reverse pan channel graphics/letters;
- Non-illuminated, aluminum reverse pan channel, or dimensional flat cutout graphics/letters;
- Aluminum plate or aluminum cast letters; and
- Custom, dimensional and integrated cabinets.

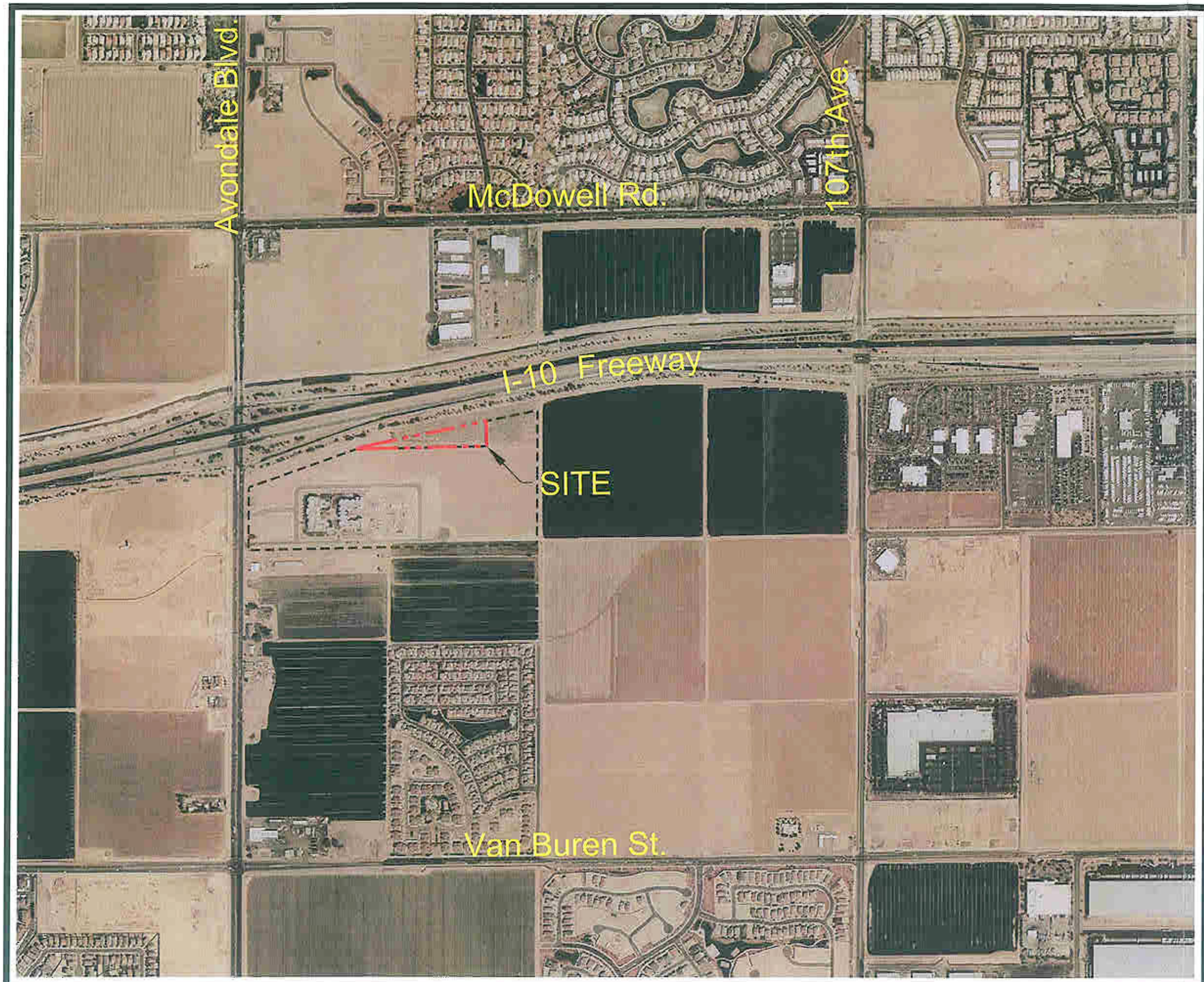
Raceway mounted signs and internally illuminated, acrylic faced box cabinets will be strictly prohibited.

General Size and Area

The overall area and sizes of building signage shall be designed to be proportional with the architecture.

Standard design proportions to 70% of the overall height and 80% overall length of building fascia area shall be used. Sign fields shall be delineated at the time of Final Site Plan review.

Maximum letter heights for the various locations and uses will also be established for good signage visibility based on street frontages, building heights, and incorporating tenants corporate identification standards. Such maximum letter heights shall be established at the time of Master Site Plan review.



Avondale Gateway Triangle PAD Rezone

Figure 1

Vicinity Map

LEGEND

AREA TO BE REZONED

AVONDALE GATEWAY PAD AREA

SCALE: 1"=800'

0 200' 400' 800'

NORTH

Date: 01/22/08
Job No.: 0712
Drawn: FR

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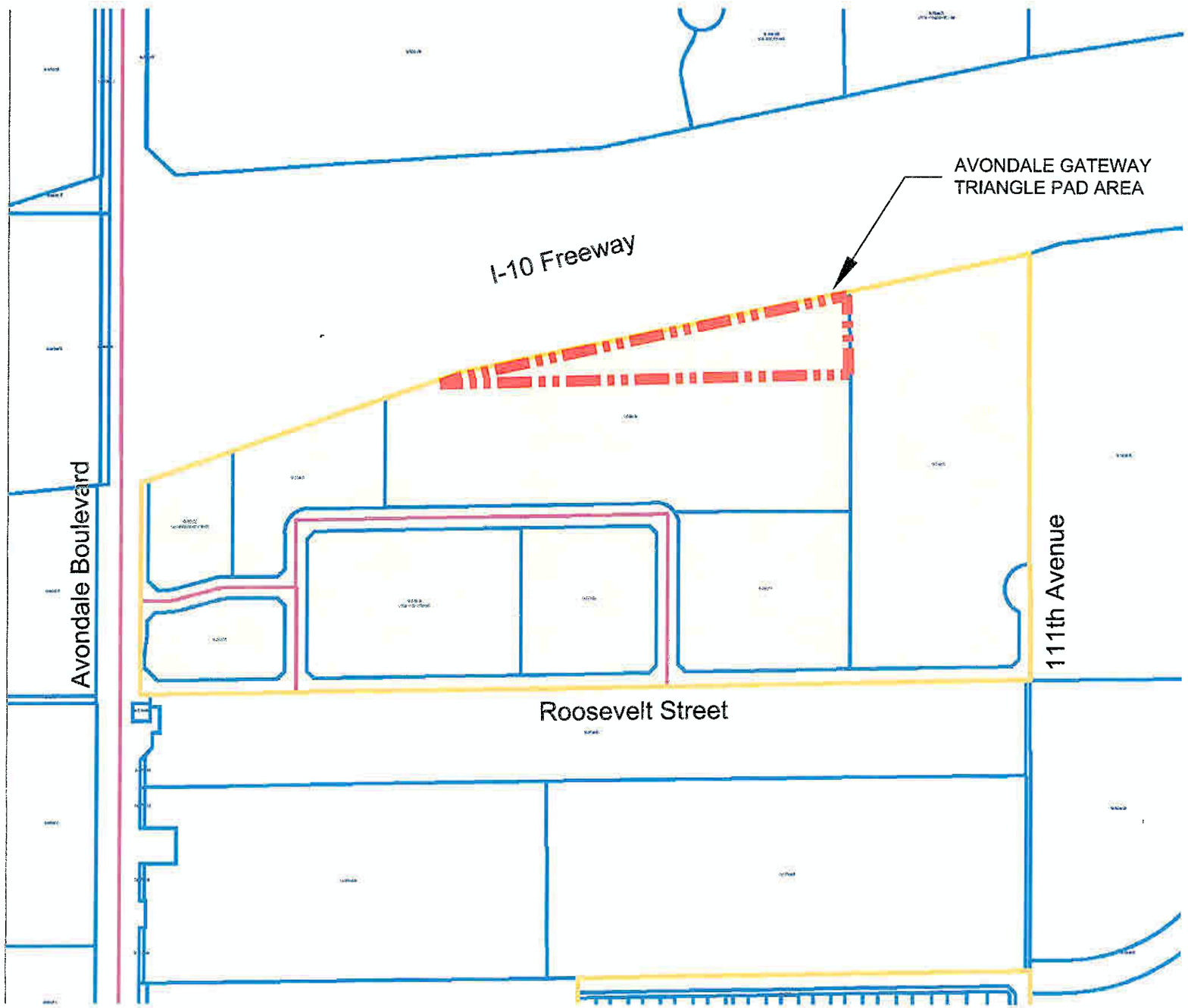
Avondale Gateway Triangle PAD Rezone **Figure 2**

Parcel Map



LEGEND

AREA TO BE REZONED

SCALE: 1"=300'

0 150' 300'

NORTH

Date: 01/22/08
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Avondale **Figure 3**
Gateway Triangle
PAD Rezone

Legal Description

LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 6;

THENCE South 00 degrees 16 minutes 01 seconds East, along the West line of said Section 6, a distance of 2046.38 feet;

THENCE North 89 degrees 43 minutes 59 seconds East, a distance of 55.00 feet to a point on the South right-of-way line of the Ehrenberg-Phoenix Highway;

THENCE North 70 degrees 36 minutes 57 seconds East, along said right-of-way line, a distance of 856.94 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said right-of-way line North 70 degrees 36 minutes 57 seconds East, a distance of 59.09 feet;

Unofficial Document

THENCE continuing along said right-of-way line, North 77 degrees 57 minutes 27 seconds East, a distance of 1076.62 feet to a point on a line running from a point on the North line of said Section 6, which bears South 88 degrees 38 minutes 48 seconds West, a distance of 519.40 feet from the North quarter corner of said Section 6 to a point on the South line of said Northwest quarter of Section 6 which bears South 88 degrees 46 minutes 02 seconds West, a distance of 470.80 feet from the center of said Section 6;

THENCE along said last mentioned line, South 01 degrees 31 minutes 21 seconds East, a distance of 215.57 feet to a point which bears South 01 degrees 31 minutes 21 seconds East, 1779.40 feet from the North line of said Section 6;

THENCE South 88 degrees 31 minutes 21 seconds West, a distance of 1114.90 feet to the TRUE POINT OF BEGINNING.

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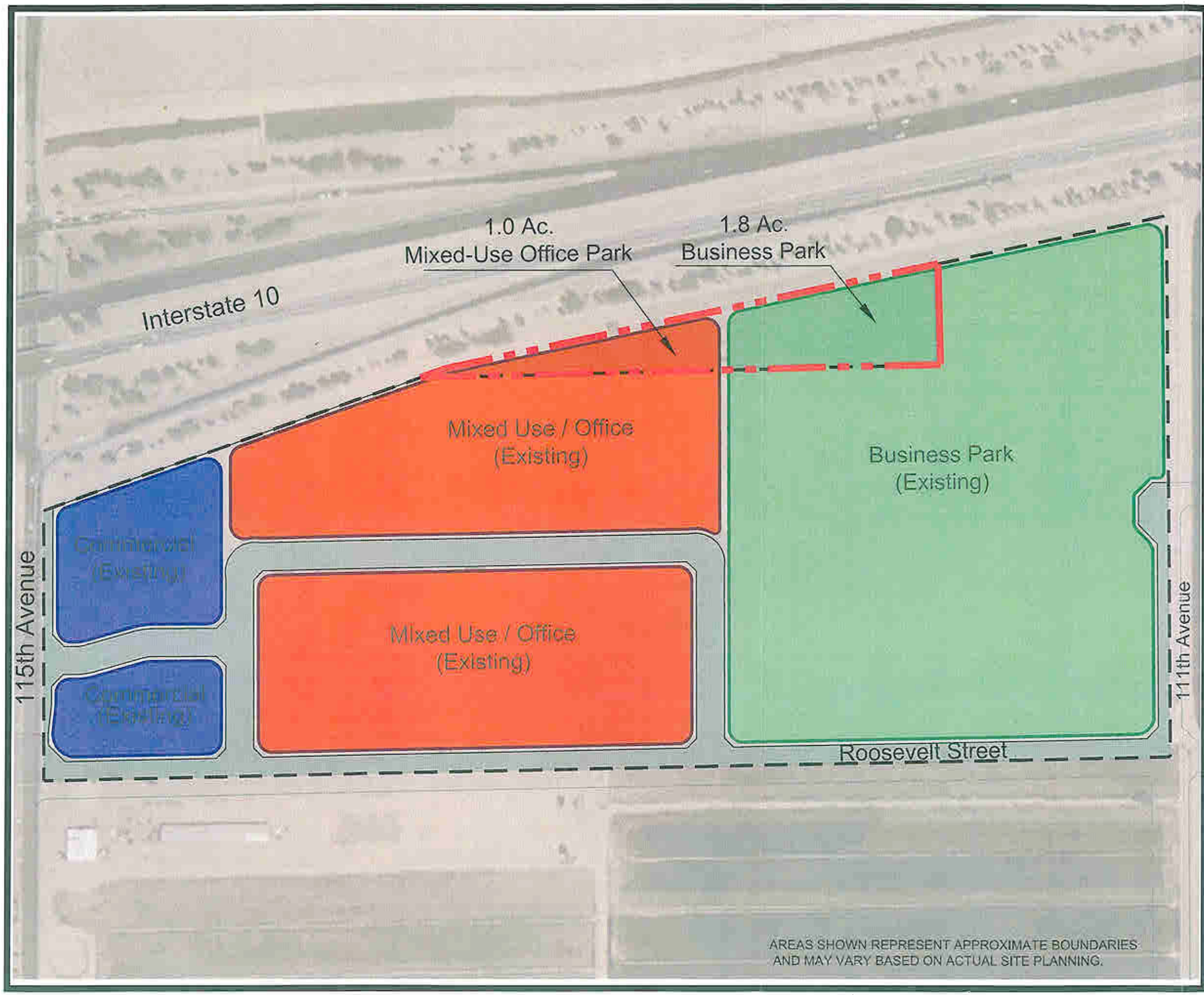
Avondale Gateway Triangle PAD Rezone

Figure 4

Conceptual Master Development Plan

LEGEND

- AREA TO BE REZONED
- AVONDALE GATEWAY PAD AREA



SCALE: 1"=200'

0 100' 200'

NORTH

Date: 01/22/08
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Avondale
Gateway Triangle
PAD Rezone

Figure 5

Plant Palette

Trees
- Sweet Acacia
- Catclaw Acacia
- Weeping Wattle
- Twisted Acacia
- Blue Palo Verde
- Palo Brea
- Chitalpa
- Ironwood
- Texas Ebony
- Mesquite
- Chilean Mesquite
- Honey Mesquite
- Southern Live Oak
- Date Palms
- Desert Museum Palo Verde
- Shoestring Acacia
- Evergreen Bird of Paradise

Accents
- Century Plant
- Octopus Agave
- Gentry's Agave
- Weber's Agave
- Saguaro Cactus
- Peruvian Apple
- Desert Spoon
- Fishhook Barrel
- Ocotillo
- Giant Hesperaloe
- Red Yucca
- Tree Bear Grass
- Bear Grass
- Opuntia sp. (Cactus varieties)
- Golden Barrel
- Toothless Desert Spoon
- Spanish Bayonet
- Twisted Yucca
- Agave sp.

Shrubs
- Desert Carpet
- Bursage
- Desert Milkweed
- Bougainvillea 'Barbara Karst'
- Shrubby Senna
- Mexican Bird of Paradise
- Red Bird of Paradise
- Yellow Bird of Paradise
- Baja Fairy Duster
- Pink Fairy Duster
- Dalea 'Sierra Gold'
- Brittle Bush
- Turpentine Bush
- Desert Lavender
- Chuparosa
- Regal Mist
- Firecracker Penstemon
- Desert Penstemon
- Lady Bank's Rose
- Mexican Barrio Ruellia
- Cleveland Sage
- Jojoba
- Globe Mallow
- Ruellia Species
- Green Cloud Sage
- Chihuahuan Sage
- Salvia Species
- Valentine Bush
- Paper Flower
- Petite Pink Oleander
- Heavenly Bamboo

Groundcovers
- Desert Marigold
- Angelita Daisy
- Bush Lantana
- Lantana 'New Gold'
- Trailing Ice Plant
- Blackfoot Daisy
- Gooding Verbena
- Goldeneye
- Bush Morning Glory
- Turf - Hybrid Bermuda, "Midiron"
- Purple Trailing Lantana
- "Little Katies" Ruellia
- Yellow Dots
- Myoporum
- Dwarf Trailing Lantana

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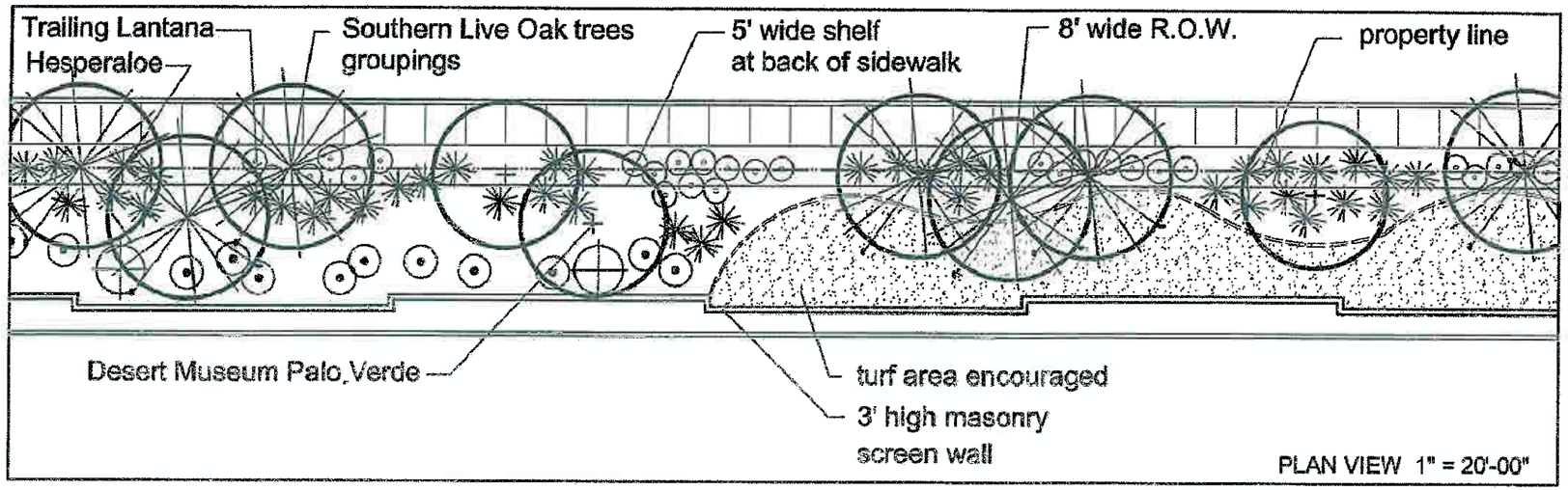
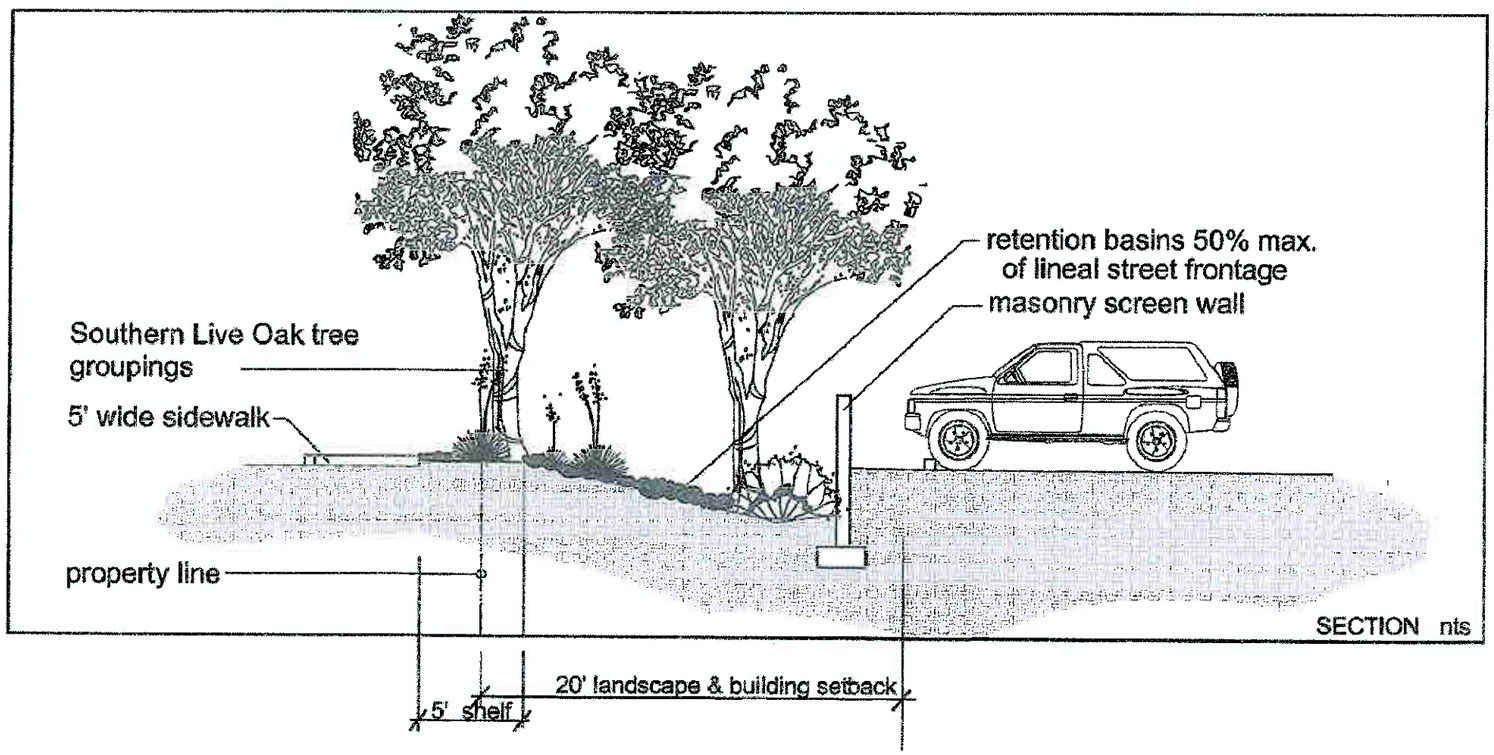
Avondale
Gateway Triangle
PAD Rezone

Figure 6

Landscape Street Frontage





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Avondale Gateway Triangle PAD Rezone

Figure 7

Architectural Character Images

MIXED USE OFFICE PARK

- OFFSETS IN WALL PLANES TO CREATE DEPTH, SHADOW & BREAK UP MASSING

- ACCENT MATERIALS FOR ADDED TEXTURE
- EMPHASIS ON BUILDING ENTRY

- USE OF DETAIL FOR ARCHITECTURAL EMPHASIS
- USE OF STRONG FORMS & MASSES
- EARTH TONE COLORS WITH DESERT - BASED ACCENTS

- FEATURE LANDSCAPE & LIGHTING

BUSINESS PARK

- CONTRAST IN COLOR & MATERIAL TO CREATE VISUAL INTEREST
- DETAIL AT TOP OF WALL FOR ADDITIONAL IDENTITY

- STRONG, BOLD FORMS

- LANDSCAPING TO COMPLIMENT ARCHITECTURE

- DESERT BASED COLOR PALETTE
- VARIATIONS IN TEXTURE
- SURFACE ARTICULATION

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Wall Mounted Identification Signs

User Type	Type	Calculation	# of Signs	Maximum Area	Placement	Description	Illumination
Master Development - signage types allowed throughout the development	Awning Signs	Shall be counted as part of the tenants aggregate sign area based on lineal front footage.	See Placement	Shall be counted as part of the tenants aggregate sign area based on lineal front footage.	50% of the awning valance height and 80% of the awning width of the element it is installed on.	Both awning and signage must be constructed of permanent type materials. Awning must be an integral part of the building elevation design. Signage must be mounted parallel to the face.	Shall not be illuminated.
	High Rise - Buildings allowed over four (4) stories. Signs for Building/Development Identification.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation.	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 500 square feet for buildings up to 50,000 square feet in floor area and 850 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review and must be integrated with building design.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
	Freeway Signs - Buildings with either main entry or rear elevations directly adjacent to freeway.	Two (2) square foot of signage for each one (1) linear foot of the elevations oriented to freeway traffic.	Elevations oriented to freeway traffic	The maximum aggregate sign area shall be 500 square feet for buildings up to 50,000 square feet in floor area and 850 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review and must be integrated with building design.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
Mixed Use Office Park	Single tenant buildings	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation.	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
	Multi-tenant buildings (1-2 stories)	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation.	A maximum of three (3) elevations may have signage.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
	Multi-tenant buildings (3 or more stories)	N/A	A maximum of two (2) signs.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Project/Development Identification	Internal backlit or halo, or combination
Business Park	All buildings	One (1) square foot of signage for each one (1) linear foot of . One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Reverse pan channel letters and logos, or custom cabinets shall be allowed	Internally halo illuminated

Raceway Mounted Signs are prohibited.
Each tenant is allowed a minmum of 24 square feet of signage.

Avondale Gateway Triangle PAD Rezone

Figure 8

Wall Mounted Identification Signs

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Freestanding Signs

User Type	Type	# of Signs	Maximum Height	Maximum Area	Description	Location
Mixed Use Office Park	Hotel Primary Identification Monument		8 feet	60 square feet	Identification of hotel user	1 per primary entrance
	Hotel Secondary Identification Monument		4 feet	30 square feet	Identification of hotel user	1 per secondary entrance
	Hotel Directional Signs		4 feet	7 square feet	No identification or logos, for navigation only	As approved by staff at time of sign permit, maximum of two signs per site
	Single-Tenant Building (Excluding hotels)		8 feet	60 square feet	Identification of tenant	One per street frontage
	Multi-Tenant Buildings (Excludes Hotels)		8 feet	60 square feet	Three (3) tenant panels and identifiction of project	One per street frontage
Business Park	Single-Tenant Building (Excluding hotels)	One (1) per street frontage	6 feet	60 square feet	Identification of tenant	One per street frontage
	Multi-Tenant Buildings (Excludes Hotels)	One (1) per street frontage	6 feet	60 square feet	Three (3) tenant panels and identifiction of project	One per street frontage
	On-site Campus Directories	As required to provide safe traffic flow	8 feet	32 square feet	Directional information to buildings, facilities, etc.	As per plans
	On-site Directionals	2	4 feet	12 square feet	Information for private, public, delivery entrances and exits.	As per plans

Sign locations must be delineated at time of Final Site Plan review

For all multi-tenant freestanding signs, a landscaped area shall be provided, on-premise at the street frontage at the base of the sign, which shall extend a minimum of four (4) feet beyond the perimeter section of the sign structure at its widest point.

Setbacks

No signs shall be located in any public right of way but may be located at the property line with the leading edge of the sign.

No signs shall be located in any public utility easement.

Avondale Gateway Triangle PAD Rezone **Figure 9**

Freestanding Signs

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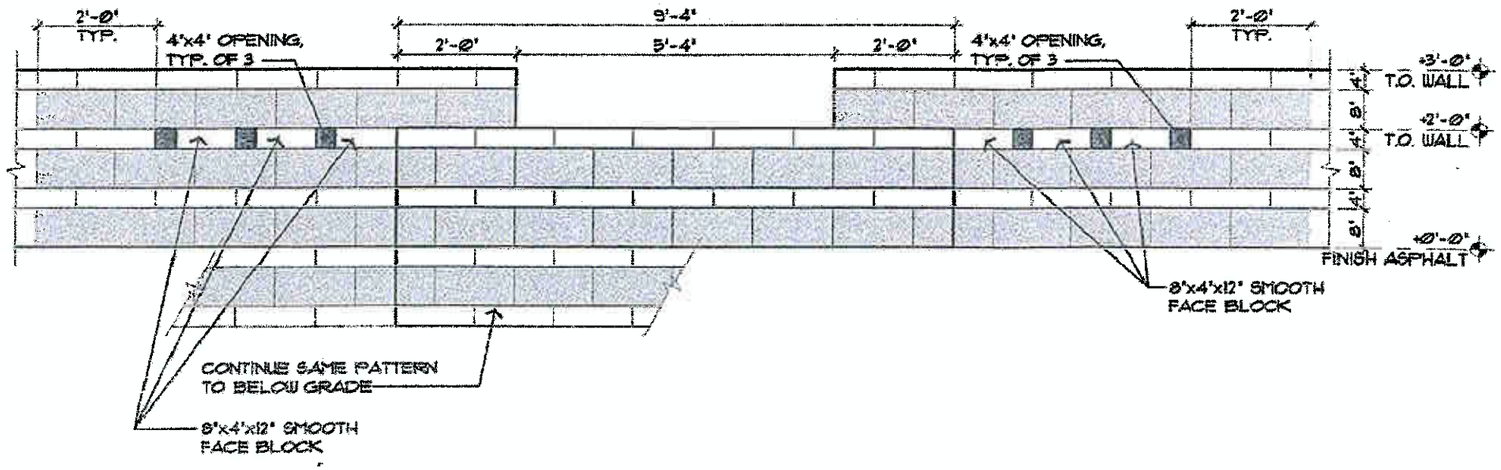
Avondale Gateway Triangle
PAD Rezone

Figure 10

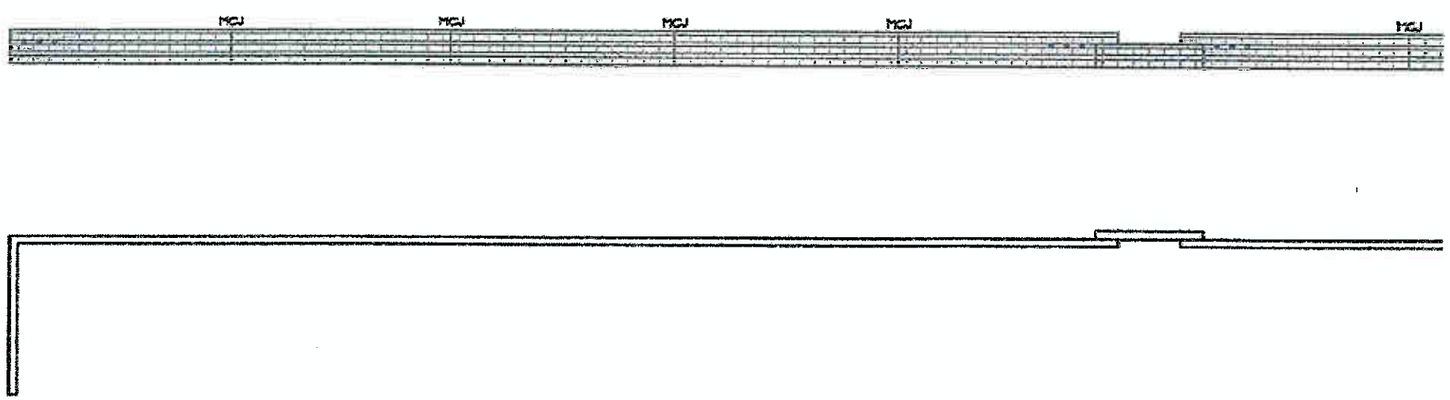
Typical Parking Screen Wall



TYPICAL WALL ACCENT

SCALE: N.T.S.

1. TYPICAL WALL - 8" HIGH SMOOTH BLOCK WITH 4" SMOOTH ACCENT BANDS, RECESSED 1/2".
2. ACCENT WALL ELEMENTS - 8" HIGH SPLIT FACED BLOCK WITH 4" SMOOTH BANDS, RECESSED 1/2".
3. BLOCK TO BE INTEGRAL COLOR OF STAINED COLOR TYPICAL THROUGHOUT MASTER PLAN.



TYPICAL PARKING SCREEN WALL PLAN AND ELEV.

SCALE: N.T.S.

Date: 01/22/08
Job No.: 0712
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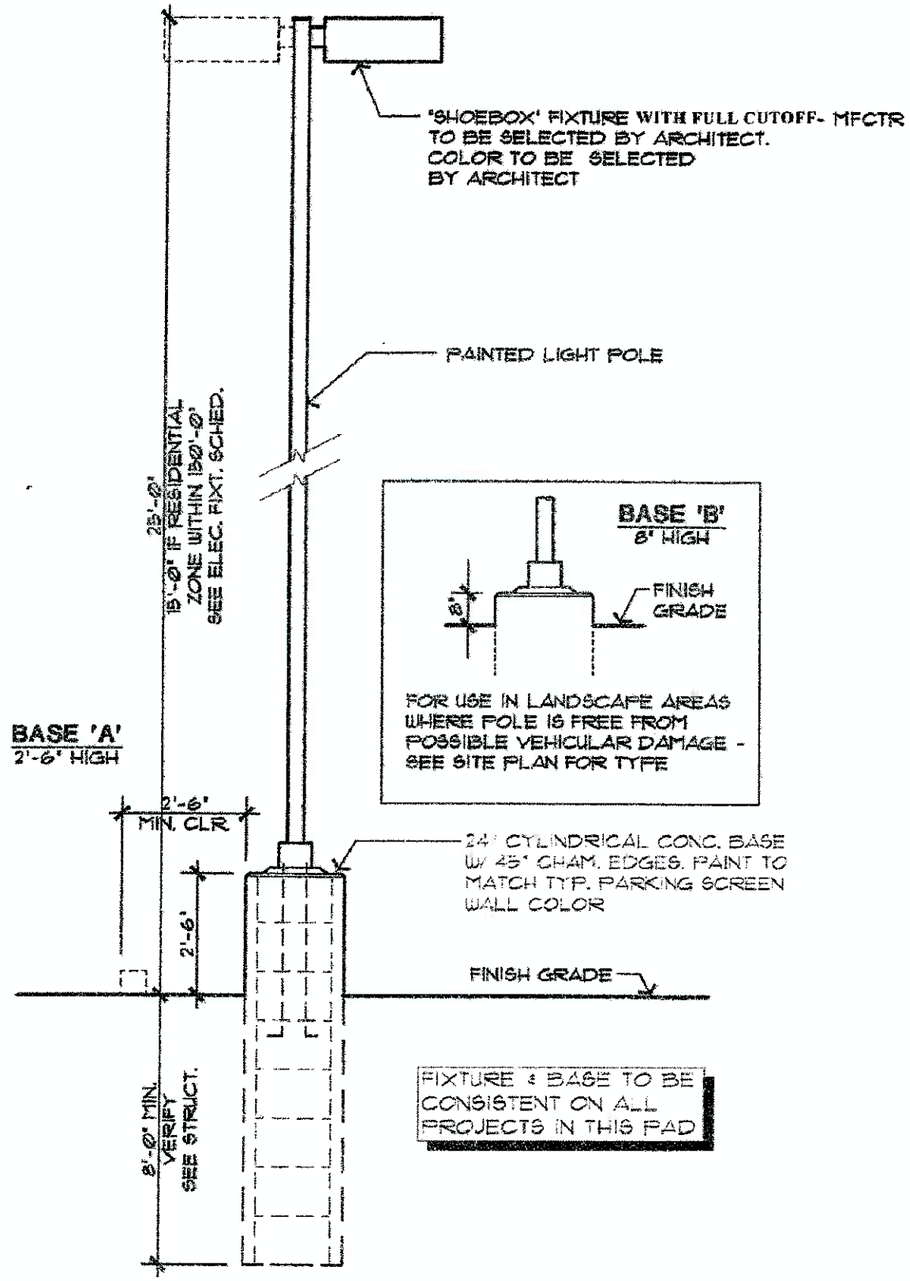

LIGHT STANDARD

SCALE: 3/8"=1'-0"

Avondale Gateway Triangle PAD Rezone

Figure 11

Light Standard

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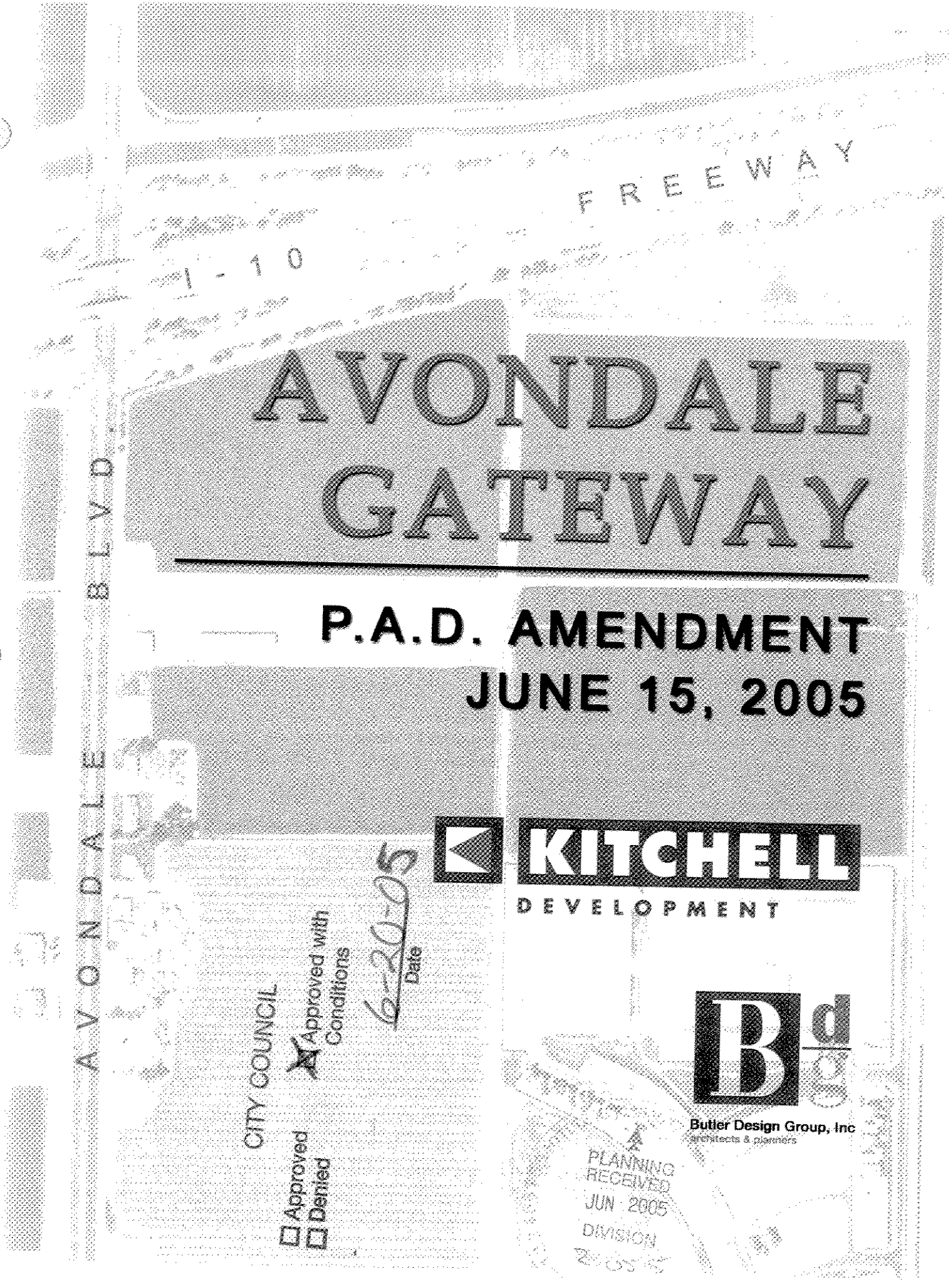

AVONDALE GATEWAY

P.A.D. AMENDMENT
JUNE 15, 2005

KITCHELL
DEVELOPMENT

Butler Design Group, Inc
architects & planners

CITY COUNCIL
☐ Approved
☐ Denied
☒ Approved with Conditions
6-20-05
Date

PLANNING
RECEIVED
JUN 2005
DIVISION

Avondale Gateway
Amended Planned Area Development
(rev. 06/15/05)

I. Introduction

Kitchell Development Company (KDC) plans to develop an approximate 48-acre site at the southeast corner of I-10 and Avondale Boulevard. This Mixed-Use development will include a variety of commercial uses including office, hotel, restaurant, retail and light industrial and other compatible uses that support both the Avondale General Plan and the Freeway Corridor Specific Plan.

II. Project Location

The commercial parcels are located at the southeast corner of I-10 and Avondale Boulevard north of the future Roosevelt Street extension. Figure 1 illustrates the subject property for the rezoning request.

Please see the attached Figure 2 Legal Description for the legal boundary of the commercial parcel.

III. Request

This request is to amend the existing Planned Area Development (PAD) to specifically allow the range of proposed commercial uses per the proposed Conceptual Master Development Plan.

IV. General Plan Conformance

The City of Avondale General Plan and Freeway Corridor Specific Plan identify the site as Freeway Commercial. This designation allows flexibility for development of regional retail, family entertainment, office, and employment uses. Avondale Boulevard is designated as an Employment and Commercial Corridor. This designation allows and encourages employment and commercial land uses along Avondale Boulevard.

Two of the goals of the General Plan are to provide economic sustainability for the community and to develop Avondale Boulevard as a commercial corridor. The proposal supports these goals by providing the opportunity for office, retail, restaurant, hotel and light industrial use development.

One of the primary goals of the Freeway Corridor Specific Plan, is to "establish a distinctive image for the Corridor and the City of Avondale." The proposal includes the established street tree theme of Southern Live Oak along Avondale Boulevard and

McDowell Road. The repetitive use of this particular tree will establish a consistent landscape theme to differentiate McDowell Road and Avondale Boulevard from all other arterial streets in the City.

One of the key elements of the Freeway Corridor Specific Plan is the designation of a "regional commercial node" in the vicinity of Avondale Boulevard and the I-10 freeway. This designation encourages intense land uses such as business parks, hotels, and related commercial uses. The proposal includes a request for an increase in height allowance to allow the type of intense land use outlined in the Freeway Corridor Specific Plan.

The Freeway Corridor Specific Plan outlines required findings for approval of increased height. In accordance, this proposal includes the following:

a. The proposal conforms to the intent and objectives of the Freeway Corridor Specific Plan to create a regional commercial and office corridor in the vicinity of the Interstate-10 and Avondale Boulevard.
b. The request meets the corridor design standards and principals.
c. The request supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
d. The project provides a mix of land uses which include office, retail, hotel, and employment uses.
e. Extraordinary architectural and design criteria are included to ensure quality development.
f. The project is "pedestrian friendly" by providing pedestrian plazas and enhanced pedestrian walkways.

V. Infrastructure

Circulation

Primary access to the site is provided by the I-10 Freeway, Avondale Boulevard (115th Avenue) and the future Roosevelt extension east of Avondale Boulevard.

Avondale Boulevard is a major arterial street, Roosevelt Street is a collector street and the remaining proposed interior streets will be local streets.

Vehicular access will be provided to the adjoining land locked parcel in a mutually agreeable location.

Utilities
All utilities will be developed with the roadway and site improvements and placed underground.

Water and wastewater service will be provided by the City of Avondale. Stub-outs will be provided for the development of these parcels.

Qwest will provide telephone service.

Trash collection will be provided by private collection agencies.

SRP will provide electric service.

Grading and Drainage
Each parcel will be responsible to provide onsite storage for runoff from a 100-year 2-hour storm event. Each parcel will also be responsible to collect adjacent half-street runoff.

Maintenance
The commercial property owner(s) will, in a manner that provides a neatly trimmed, cultivated and litter free site, provide maintenance of the proposed individual parcels, including any contiguous landscape areas up to the back of the public sidewalk plus any landscape areas within the right of way between the public walk and street edge. All public streets and sidewalks, will be maintained by the City of Avondale.

VI. Final Development Plans/Site Plan Review

A Conceptual Master Development Plan is included as Figure 3. The master development plan shows the master roadway circulation plan. There are three (3) primary sub areas of the Master Development Plan: a Commercial Core along the western portion of the site adjacent to Avondale Boulevard, a Mixed-Use Office Park at the mid portion of the overall site and a Business Park along the eastern portion.

Site plans shall be submitted in accordance with Section 106, *Site Plan Review*, of the City of Avondale Zoning Ordinance. All site plans shall be in conformity with this PAD and Zoning Ordinance.

Master Site Plans
A Master Site Plan is required for each sub-area of the overall development. In no event shall a Master Site Plan encompass less than five (5) gross acres. The Master Site

Plans must include compatible architectural themes, building materials and colors, internal circulation, parking lot configurations, signage, landscape theme, and maximum building footprints. Such Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council.

As each sub-area develops, the Master Site Plan may need to be amended or updated to reflect changes in users or other factors. Areas submitted in one Master Site Plan may also be amended by inclusion in a subsequent Master Site Plan submittal. Changes that increase traffic, significantly change building square footage, significantly change building orientation or footprints, have impact on adjacent users, or include changes that alter the character of the Master Site Plan including changes to approved building architecture or materials will be considered Major Amendments to the Master Site Plan. Major Amendments shall be reviewed by the Planning Commission and approved by the City Council. All other changes are Minor Amendments and shall be reviewed and approved administratively.

Individual Site Plans

Following approval of a Master Site Plan, Individual Site Plans may be submitted for administrative review and approval for each building within that sub-area. All Individual Site Plans shall be in substantial conformity with the Master Site Plan.

VII. Land Uses

When drafting the following list of uses, staff assumed that the 48-acre site would be divided into smaller components. For the purpose of this use list, the following conceptual sub-areas were used:

- A "Commercial Core" bounded by Avondale Boulevard to the west, the loop road to the east, Roosevelt Street to the south, and the Freeway to the north.
- A "Mixed-Use Office Park" bounded by the Loop Road to the west, Freeway to the north, Roosevelt Street to the south, and an easterly boundary at approximately the Roosevelt Street temporary cul-de-sac
- A "Business Park" for the remainder of the site.

VII. Land Uses

Commercial Core:

The purpose of the Commercial Core is to provide quality business, non-neighborhood shopping, restaurant, and entertainment uses that will serve the existing and future

residents in the region. The uses are not intended to meet the daily needs of residents or freeway travelers, but instead will provide opportunity for specialty retail and support services for the adjacent employment uses.

Permitted Uses

The following uses are authorized within the Commercial Core Element of the PAD:

- Professional, administrative, or business offices;
- Medical, dental, or health offices, or clinics;
- Full service restaurants, other sit down restaurants and delis without drive-thrus, coffee shops, and similar eating establishments;
- Brewpubs, taverns, and cocktail lounges;
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor);
- Financial institution without drive-thru facility; and
- Retail sales of new merchandise (maximum of 30,000 square feet in gross floor area).

Permitted Uses Subject to Conditions

The following uses are authorized within the Commercial Core Element of the PAD subject to the listed conditions:

- Drive-thru facility for coffee shops provided:
    - The use is a part of a multi-tenant building.
    - A minimum of 100 feet of vehicle stacking measured from the menu board shall be provided.
    - The drive-thru shall be reviewed and approved concurrent with the master site plan for the subject property.

Conditional Uses

The following uses may be allowed in the Commercial Core through the review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 108, *Conditional Use Permits*, of the City of Avondale Zoning Ordinance.

- Nightclubs (not including adult live entertainment as defined in Section 10 of the Avondale Zoning Ordinance); and
- Financial institution with drive-thru facility.

Accessory Uses
The following uses are allowed as accessory uses directly related with an approved permitted use:

- Outdoor dining;
- Sidewalk café; and
- Walk-up Automatic Teller Machines.

Prohibited Uses
The followings uses are prohibited in the Commercial Core:

- Check cashing, bondsman, pawn shops, plasma centers, thrift stores;
- Day labor centers;
- Drive-thru facilities except as noted above;
- Outdoor storage;
- Automotive parts and supply store;
- Outdoor displays;
- Sexually oriented businesses;
- Convenience stores, freestanding pharmacies, gasoline stations, restaurants with drive-thru or drive-ins except as noted above; and
- Any use not expressly permitted herein.

Mixed-Use Office Park:

The purpose of the Mixed-Use Office Park is to provide office and employment uses that capitalize on visibility from the Interstate 10 freeway. Retail, restaurant, hotels, and conference facilities that support the primary office uses are encouraged in this area.

Permitted Uses
The following uses are authorized within the Mixed-Use Office Park Element of the PAD:

- Professional, administrative, corporate, or business offices;
- Medical, dental, or health offices, or clinics;
- Full service restaurants, other sit down restaurants and delis without drive-thrus, coffee shops, and similar eating establishments;
- Brewpubs, taverns, and cocktail lounges;
- Business services including, but not limited to, copy centers, travel agencies, ticket sales, and employment agencies (not including day labor);
- Financial institution with or without drive-thru facility;

- Retail sales of new merchandise (maximum of 30,000 square feet in gross floor area);
- Barber shops, beauty shops, nail salons, tanning salons, day spas, and similar personal service uses (not including massage, tattoo, and body piercing studios);
- Hotels;
- Conference, banquet, and event centers;
- Car rental office (no vehicles parked or stored on site); and
- Media production or broadcasting studios (no onsite broadcasting towers).

Permitted Uses Subject to Conditions

The following uses are authorized within the Commercial Core Element of the PAD subject to the listed conditions:

- Drive-thru facility for coffee shops provided:
  - The use is a part of a multi-tenant building.
  - A minimum of 100 feet of vehicle stacking measured from the menu board shall be provided.
  - The drive-thru shall be reviewed and approved concurrent with the master site plan for the subject property.

Conditional Uses

The following uses may be allowed in the Mixed-Use Office Park through the review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 108, *Conditional Use Permits*, of the City of Avondale Zoning Ordinance.

- Nightclubs (not including adult live entertainment as defined in Section 10 of the Avondale Zoning Ordinance);
- Health and exercise centers;
- Day care centers, pre-school centers, adult day care centers; and
- Indoor motion picture theaters.

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Outdoor dining;
- Sidewalk café; and
- Walk-up Automatic Teller Machines.

Prohibited Uses
The followings uses are prohibited in the Mixed-Use Office Park:

- Check cashing, bondsman, pawn shops, plasma centers, thrift stores;
- Day labor centers;
- Drive-thru facilities except as noted above;
- Outdoor storage;
- Automotive parts and supply store, tire stores, auto repair, car washes;
- Outdoor displays;
- Sexually oriented businesses;
- Convenience stores, gasoline stations, restaurants with drive-thru or drive-ins; and
- Any use not expressly permitted herein.

Business Park:

The purpose of the Business Park is to provide employment uses within a planned business park environment that provides for office and enclosed light industrial uses.

Permitted Uses
The following uses are authorized within the Business Park Element of the PAD:

- Professional, administrative, corporate, or business offices;
- Medical laboratories;
- Banks and financial institution with or without drive-thru facility;
- Corporate Centers;
- Media production or broadcasting studios (no onsite broadcasting towers);
- Manufacturing or assembly of finished products as long as the primary use of the property does not include the basic processing and compounding of raw materials or food products; and
- Commercial, trade, or business schools.

Permitted Uses Subject to Conditions
The following uses are authorized within the Business Park subject to the listed conditions:

- Office Warehouse:
    - A minimum of 25% of the gross floor area shall be designated and designed for office use.
    - Roll-up doors shall not be visible from a public street.

Conditional Uses

The following uses may be allowed in the Business Park through the review and approval of a Conditional Use Permit. Conditional uses shall be processed and evaluated in accordance with Section 108, *Conditional Use Permits*, of the City of Avondale Zoning Ordinance. (None proposed)

Accessory Uses

The following uses are allowed as accessory uses directly related with an approved permitted use:

- Retail commercial sales directly related to the primary use, not to exceed 10% of the gross floor area of the primary use; and
- Walk-up Automatic Teller Machines.

Prohibited Uses

The followings uses are prohibited in the Business Park:

- Check cashing, bondsman, pawn shops, plasma centers, thrift stores;
- Day labor centers;
- Outdoor storage;
- Industrial uses that involve processing of raw materials;
- General retail sales;
- Outdoor displays;
- Sexually oriented businesses;
- Convenience stores, gasoline stations, restaurants with drive-thru or drive-ins;
- Contractors yard;
- Outdoor storage;
- Truck rental;
- Mini storage, dead vehicle storage, RV storage, truck parking or storage;
- Bulk warehousing and distribution as the principal use;
- Automotive related uses including, but not limited to, auto body and engine repair, upholstery, painting facilities, diagnostic facilities, and emissions testing facilities; and
- Any use not expressly permitted herein.

All activities shall take place within enclosed buildings. There shall be no off-site impacts such as odor, dust, noise, vibration, discharge, or glare that would be objectionable or incompatible with nearby business park users.

VIII. Development Standards

These development standards shall apply to development within the PAD unless otherwise noted, all development shall comply with the City of Avondale Zoning Ordinance. In the event where the text of the Zoning Ordinance and this PAD differ, the PAD shall prevail.

Lot Development Standards

Minimum Lot Width and Area:	None
Setbacks:	
Front from Avondale Boulevard	40' to parking, 30' to building
Front from all other streets	20' to parking, 20' to building
Interior side	None (shall comply with building code)
Rear yard	None (shall comply with building code)
Freeway	20' to parking or building
Building Height:	150'
Lot Coverage:	No maximum subject to meeting minimum development standards including parking, landscaping, and setback requirements.

<u>Lighting</u>
In addition to the following requirements, all lighting of the sites shall comply with Section 707: *Outdoor Lighting*, of the City of Avondale Zoning Ordinance.

- Accent lighting of selected architectural, landscape and/or hardscape features will be allowed and is encouraged. Said lights shall be fully shielded.
- Exterior fixtures will be located and oriented to focus light inward from the edge of each parcel.
- All primary light fixtures shall be metal halide.

- The design of lighting fixtures and their structural support shall be of a scale and architectural design compatible with on-site buildings.
- Fixtures that illuminate large areas from a single source are prohibited.
- Pedestrian scale lighting features shall be provided in areas designed for pedestrian activities such as plazas, courtyards, pathways, and seating areas but excluding parking only areas. Such pedestrian lighting fixtures will complement the general architectural style of the development.
- The use of decorative wall-mounted sconces or light fixtures is encouraged.

Screening

Where screening is required by development regulations, a combination of elements shall be used including solid walls, berms, and landscaping. The method of screening shall be architecturally compatible with the adjacent building in terms of materials and colors. Trash enclosures, service facilities, and loading areas will be sited away from project entrances and major circulation aisles.

Parking Areas

All parking areas shall be screened from the public right-of-way by a minimum three (3) foot high wall, landscape berm, or combination. Screen walls shall be commercial grade and designed to complement the design of the adjacent buildings.

All parking areas adjacent to Avondale Boulevard shall be screened from the right-of-way by a combination of landscape berm and screen wall. Walls may not be used for more than 25% of the total frontage of the parking lot along Avondale Boulevard. This does not include screening of drive-thru lanes or other areas required to be screened by walls.

All concrete light pole bases shall be designed to match the standard set forth for the entire development.

Service Areas

To alleviate the unsightly appearance of service areas, service areas shall not be located at the front of buildings where it is difficult to adequately screen them from view. Such facilities are restricted to the side or rear of the site. Service areas shall be screened with walls and landscaping. The minimum

height of screening of service areas shall be six (6) feet and up to eight (8) feet as required for buildings in the Business Park sub area.

Buildings with freeway frontage shall be oriented to provide screening of loading and service areas away from the view of the freeway traveler. Buildings shall be designed to give the appearance of fronting or facing onto the freeway to provide a significant architectural presence to the I-10 corridor.

Utility and Mechanical Equipment

All roof mounted equipment, satellite dishes and ventilators projecting above the roofline shall be either fully recessed or screened by a building parapet. No secondary screen elements are allowed unless specifically complementary to the design of the overall building.

No wall-mounted equipment shall be permitted on the front or street sides of any building, except as necessary for hotels. Wall mounted equipment shall be made visually subordinate with architectural features that blend with the design of the main building.

Ground mounted electrical or mechanical equipment shall be screened from view by walls and/or landscaping. No ground-mounted equipment, other than those installed based on specific utility company criteria, shall be permitted between any street and building setback line.

Service electrical system (S.E.S.) panels shall be recessed into the building elevation or screened with doors, landscaping, or a solid wall (with landscaping) built of similar building materials and colors of the main development and equal to or exceeding the height of the S.E.S. panel. This criteria shall be reviewed in context with utility company requirements and approved by Staff.

To the extent possible, ground-mounted utility cabinets will be placed where they do not conflict with prominent site views and where they can be screened from major streets and public areas. Cabinets and screen walls will be painted to match the principal structure.

Trash Enclosures

All trash or refuse collection areas shall be enclosed by a minimum six (6) foot wall. All gates shall be opaque and designed to complement the building

architecture. Landscaping shall be included around the screen walls. No refuse collection area shall be permitted between any street and the building setback line. All trash enclosures will meet City of Avondale requirements.

Walls and Fences

Walls shall be designed to complement the site's architecture. Landscaping used in combination with all walls is required. The Master Site Plan shall include a wall plan to show the approximate location and architectural theme of screen walls.

Walls and fences shall only be utilized for screening or security purposes. Walls shall not enclose individual parcels. Landscape buffers with a minimum width of six (6) feet are required between individual, separate development sites to provide a transition between uses as determined at the time of Master Site Plan review.

Parking

Parking shall be provided per Section 804, *Required Parking Schedule*, of the Avondale Zoning Ordinance except for those uses specified as follows:

Hotels	1 space per 1 rental room
Restaurant/Bar within Hotel*	1 space per 200 square feet
Banquet/Meeting Rooms within Hotel	1 space per 300 square feet

*Additional parking is not required for a hotel restaurant/bar if it is completely internal to the hotel (no separate entrance) and has no signage on the exterior of the building.

The size of all parking spaces, driveways, parking lot islands, and other improvements in the parking areas shall conform to the City of Avondale Zoning Ordinance. For all parking lots directly adjacent and visible to Avondale Boulevard, a minimum of 15% of the total parking lot area shall be landscaped.

Parking structures are allowed. Said parking structures shall be designed to be architecturally compatible with the buildings including, but not limited to, the use of similar colors, materials, and architectural features.

Canopy or shade type parking structures are allowed. Parking canopies shall not exceed 12 cars in length. No canopies shall be installed in the front of buildings. The design of the canopies shall be upgraded through the use of fascia skirts or upgraded details compatible with building architecture and columns painted to match the

buildings. Under canopy lighting shall be screened to limit visual distraction from the surrounding environment. Canopies shall be cantilever-type.

Special paving treatments shall be provided at site entrances into parking lots.

IX. Landscaping

The goal of the landscape design will be to create comfortably scaled development with tree lined streets and public spaces, provide a reflection of the architectural character, height and density of the buildings, and enhance the environment with color and excitement. The landscape plant material palette and landscape design will utilize Xeriscape principles to create a visually harmonious, water efficient landscape.

Individual parcel landscaping will enhance and acknowledge each site while complementing and unifying the overall development. All streets will be lined with a street theme tree with accent trees at various locations.

All plant materials shall be automatically irrigated with a 100% automatic, low volume drip emitter system. Irrigation run times shall be seasonally adjusted to maximize water use efficiency. The system shall be zoned for specific water use requirements, with all tree and shrub valve zones being controlled separately.

Plant materials were selected with consideration given to low water use, visual screening, air quality, shading and long term maintenance. Plants were selected from the Arizona Department of Water Resource Low Water plant list. The plant palette is provided as Figure 4.

In addition to the following requirements, all landscaping shall meet the minimum requirements set forth in Section 503: *Landscaping*, of the City of Avondale Zoning Ordinance. Individual parcels will be required to supplement any existing plantings in order to meet the required quantities.

The minimum street-landscaping setback shall be 30 feet to buildings and 40 feet to parking along Avondale Boulevard, 20 feet for Roosevelt Street and all other internal public local streets.

Landscaping shall be used to frame and soften structures. All areas not covered by structures, walkways, plazas or parking areas shall be landscaped.

A combination of trees and groupings of large shrubs shall be planted adjacent to structures at the front, side and rear elevations to accomplish the following:

- Accentuate the building design;
- Minimize the impact of large wall surfaces;
- Provide a buffer between building and parking areas;
- Highlight building entrances; and
- Provide solar protection of glazed surfaces.

Trees that are 36-inch box or larger are encouraged at major focal points such as building entries and pedestrian gathering areas.

All plant materials shall be properly pruned to allow the plant to attain their natural shape and form. The irrigation system will be maintained to optimize water efficiency. Use of fertilizers shall be prudent to avoid excessive plant growth, thus reducing water need and unnecessary pruning. All dead vegetation shall be removed within 30 days and replaced.

All planting areas shall receive topdressing of ½-inch select Decomposed Granite as approved for the project development. Color and size of the materials shall be compatible with overall development design criteria. Decomposed granite used in the Avondale Boulevard right-of-way shall match the decomposed granite color used in the Avondale Boulevard medians.

If retaining walls in retention basins are necessary, they shall be terraced and landscaped to reduce their visual scale.

All retention basins that are visible from public streets and common open spaces shall be designed to avoid a "bathtub" or linear channel appearance. Highly visible retention basins should be contoured using berms and curvilinear design.

X. Open Space and Amenities

Useable open space shall be provided in the form of outdoor sitting areas, pedestrian refuge areas, bench seating areas, outdoor plazas, courtyards, featured landscaped areas, walkways and paths. These open space areas shall be included on individual site plans as appropriate to project use. The separation of uses is required through placement of planters, street furniture, landscaping, different paving textures, and subtle changes in the ground plane.

Each applicable lot shall provide at least one (1) pedestrian refuge area and outdoor plaza. Pedestrian refuge areas shall consist of a minimum of 50 square feet, one (1) seating bench, two (2) trees and six (6) shrubs. Shade canopies may be provided in lieu of trees. Each area shall be separate and distinct.

Each applicable lot shall provide at least one (1) outdoor plaza or courtyard. Each plaza or courtyard shall be a minimum of 500 square feet. Plazas or courtyards shall include landscaping, planters, specialty pavers or enhanced concrete, pedestrian seating areas, pedestrian scale lighting, on-site furniture and shade coverage.

Each lot shall provide pedestrian walkways that interconnect with the outdoor plazas. Pedestrian walkways and paths shall have a minimum width of ten (10) feet. Five (5) feet shall be dedicated to landscape planting areas adjacent to the walkway and five (5) feet dedicated to the pedestrian walkway. Walkways or paths that traverse vehicle drive aisles shall be distinguished with specialty pavers or enhanced concrete.

Useable open space shall not include parking lot landscaping.

XI. Site Design

Building placement that creates opportunities for landscape features, plazas, courtyards, and/or outdoor dining is encouraged. Setback areas may be used to provide space for such areas.

Buildings are encouraged to be located at or near the front setback line or create a significant visual presence to the street.

Parking lots shall not be the dominant visual elements of the site. Large expansive paved areas shall not be placed along Avondale Boulevard. Instead smaller multiple lots located to the side or rear of the building and separated by landscaping is required.

Buildings shall not detract from the scenic and visual quality of the community, and should not impair views from Avondale Boulevard.

No drive-thru service window shall face directly onto a public street and it shall be an integral part of the primary building. The minimum stacking shall be three cars from the drive-thru ordering board.

XII. Architectural Design

The provisions of this section seek to create an attractive, high quality mixture of architectural styles with primary emphasis on a corporate, Mixed-Use Office and Business Park appearance. Buildings shall utilize creative applications of materials, colors and textures. The design of each building within the overall development, including complementary uses such as retail, restaurants and hotels, will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose. Materials and colors must be approved by the City Staff at the time of Master Site Plan review. A material board with complete preliminary specifications of finishes, color, and brochures on materials are required with any application.

The desirable architectural design elements for these buildings include:

- Building modulation, indentations and architectural details;
- Building entry accentuation; and
- Four sided architecture.

All downspouts shall be internalized.

Windows and glazing areas should include a variety of shapes, insets, shading devices, accent mullions or other treatments that complement the overall building design.

Building entrances shall be emphasized through the use of building materials, architectural design and specimen landscaping.

The design of each building adjacent to the freeway should consider the speed and direction of travel on the adjacent freeway. Particular design emphasis should be placed on those sides of the building most visible to freeway traffic. False building facades may be used to promote the corporate image on large wall expanses or for non-administrative buildings on the most critical building sides.

<u>Building Massing</u>
The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

Building wall articulation is required on the buildings with appropriate details and elements to help create pedestrian scale and a sense of quality.

Reduction of building mass may be achieved by using a combination of the following techniques:

- Variation in the rooflines and form;
- Use of ground level arcades and covered areas;
- Use of protected and recessed entries;
- Use of vertical elements on or in front of expansive blank walls;
- Use of pronounced wall plane offsets and projections;
- Use of focal points and vertical accents;
- Inclusion of windows on elevations facing streets and pedestrian areas; and
- Retaining a clear distinction between roof, body and base of a building.

Roofs

All pitched-roof structures should be roofed with pre-cast "color-thru" flat concrete tile. Flat roofs shall be an earth-toned non-reflective material.

Variations in rooflines, one-way parapets or other significant roof or canopy forms shall be used to reduce the scale of commercial and industrial buildings. Roof size, shape, material, color and slope should be coordinated with the scale and theme of the building. Parapets for concealing flat roofs shall feature three dimensional cornice treatments or other similar details that enhance the building architecture. Where not used in conjunction with other roof elements, parapets should vary in height.

The size of all roof elements shall be appropriate to the size and scale of roofing materials used. Buildings with sloping roofs should include multiple planes.

Elevations / Walls

Particular attention to detail shall be given to all sides of buildings so that the main architectural theme/style is articulated on all sides. Materials shall be carried from the main elevation throughout the entire design of the building.

> *Approved Exterior Wall Material:* Common clay brick, granite, marble or other natural stone, concrete masonry units (provided that surfaces are painted, stained or have attractive exposed aggregate which must be approved as to color and texture) and shall have architectural relief, architectural metal, and stucco or plaster (synthetic systems simulating stucco or plaster are permitted) provided that finishes must be smooth, sand, or ceramic tile. Concrete may be allowed provided that the building is highlighted with architectural features that create a corporate image. All exterior wall materials and design must be approved by City Staff.

Approved Exterior Wall Colors: All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones. Accent colors found in the native desert palette are encouraged to provide design interest and diversity. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the City of Avondale prior to construction.

Materials and Colors Not Permitted: Wood (except for very limited amounts of trim), exposed plain concrete block, corrugated metal and pre-engineered metal sided buildings, bright colors such as orange, red, blue, green, yellow, purple and the like (unless specifically approved for use as limited accents).

Representative images (see Figures 5, 6 and 7) are attached to indicate a general level of quality and design for each sub area: Commercial Core, Mixed-Use Office and Business Park. These images do not relieve applicants of meeting any of the requirements of this PAD or other applicable ordinances or codes.

Entrances

All buildings shall have clearly defined customer entrance(s) incorporating elements such as:

- Canopies or porticos;
- Overhangs;
- Recesses/projections;
- Arcades;
- Raised corniced parapets over the door;
- Peaked roof forms;
- Arches;
- Entrance framed by outdoor pedestrian features or enhanced landscaping;
- Architectural details such as tile work and moldings integrated into the building structure to frame the entryway;
- Integral planters or wing walls that incorporate landscaped areas and/or sitting areas; and
- Enhanced pedestrian surfaces.

All buildings adjacent to Avondale Boulevard shall have entryways that are unique and easily identifiable. Significant architectural faces of the buildings shall be oriented toward Avondale Boulevard.

Drive-Thru Facilities

All drive-thru facilities shall appear as an integral part of the primary building including canopies, wing walls, or architecturally enhanced screen walls. The method of screening shall be determined at the time of Master Site Plan review for the subject property.

XIII. Sign Package

These guidelines will ensure design continuity with the Avondale Gateway identification signage while allowing the individual projects architectural uniqueness, materials and finishes are integrated as well.

A master sign package will be submitted for review to the City of Avondale concurrent with the Master Site Plan review for each sub-area. Signage for the project is very important and will be unique based on the needs of the site of mixed-uses, and its various windows for signage. Along I-10 the window is more than 2,400 lineal feet of frontage, while the Avondale Boulevard has less than 600 lineal feet, the needs are special to the site.

Theme and Image

Avondale Gateway will be developed with an awareness of the surrounding community, its proximity to the freeway and within the freeway corridor. Design for all signage elements in the hierarchy of the project will be developed for compatibility with, and accentuating architectural elements. This will include forms, massing, colors, materials and finishes that complement–not copy the architecture.

Project Signage Hierarchy

Freestanding Signs

Primary identification for the project will be established with freestanding monument signage along Avondale Boulevard. Signs will display the name of the commercial development, "Avondale Gateway" and corresponding addresses.

Two freeway oriented identification pylons shall be located in an allowable freeway corridor location on-site to identify Avondale Gateway and up to four tenants each. Consideration to height and legibility will be addressed to mitigate any obstructive views by site, DOT and offsite elements may impose.

A multi-tenant monument for the Commercial Core Sub-Area is proposed. The maximum height of these signs shall be ten (10) feet. Such signs can include the name of up to three tenants and the name of the commercial development, "Avondale Gateway."

Project directional signs will be developed to provide wayfinding throughout the forty-eight acres and roadway system. These will be designed to provide safe vehicular flow within the established design theme. Directional signs shall provide directions to site without using individual tenant/building names. The maximum height of project directionals shall be eight (8) feet

For projects with drive through services, menu boards, ordering boards, shall be per the City of Avondale Zoning Ordinance except that such signs shall be monument style.

Building Signage

General Address Number

Address numbers are a critical method of way finding for the site. These signs will be strategically placed for maximum visibility to traffic entering each development within the project. The numerals will be a designed and located for visibility, recognition and safety. Future phases' building address numbers will be located in a similar manner and of similar material.

General Wall Signage

Tenant identification will be based on the type of use and their location within Avondale Gateway. With the complexity of the site layout, clear identification of the individual business will be a key component to an appropriate wayfinding system. A complete tenant building signage guidelines will be developed that ensures quality design, quality construction through any combination of the following types of signage and that which is appropriate for the use:

- Internally illuminated, aluminum pan channel returns and retainers and colored acrylic faces;
- Halo-illuminated, aluminum reverse pan channel graphics/letters;
- Non-illuminated, aluminum reverse pan channel, or dimensional flat cutout graphics/letters;
- Aluminum plate or aluminum cast letters; and
- Custom, dimensional and integrated cabinets.

Raceway mounted signs and internally illuminated, acrylic faced box cabinets will be strictly prohibited.

General Size and Area

The overall area and sizes of building signage shall be designed to be proportional with the architecture.

Standard design proportions to 70% of the overall height and 80% overall length of building fascia area shall be used. Sign fields shall be delineated at the time of Final Site Plan review.

Maximum letter heights for the various locations and uses will also be established for good signage visibility based on street frontages, building heights, and incorporating tenants corporate identification standards. Such maximum letter heights shall be established at the time of Master Site Plan review.

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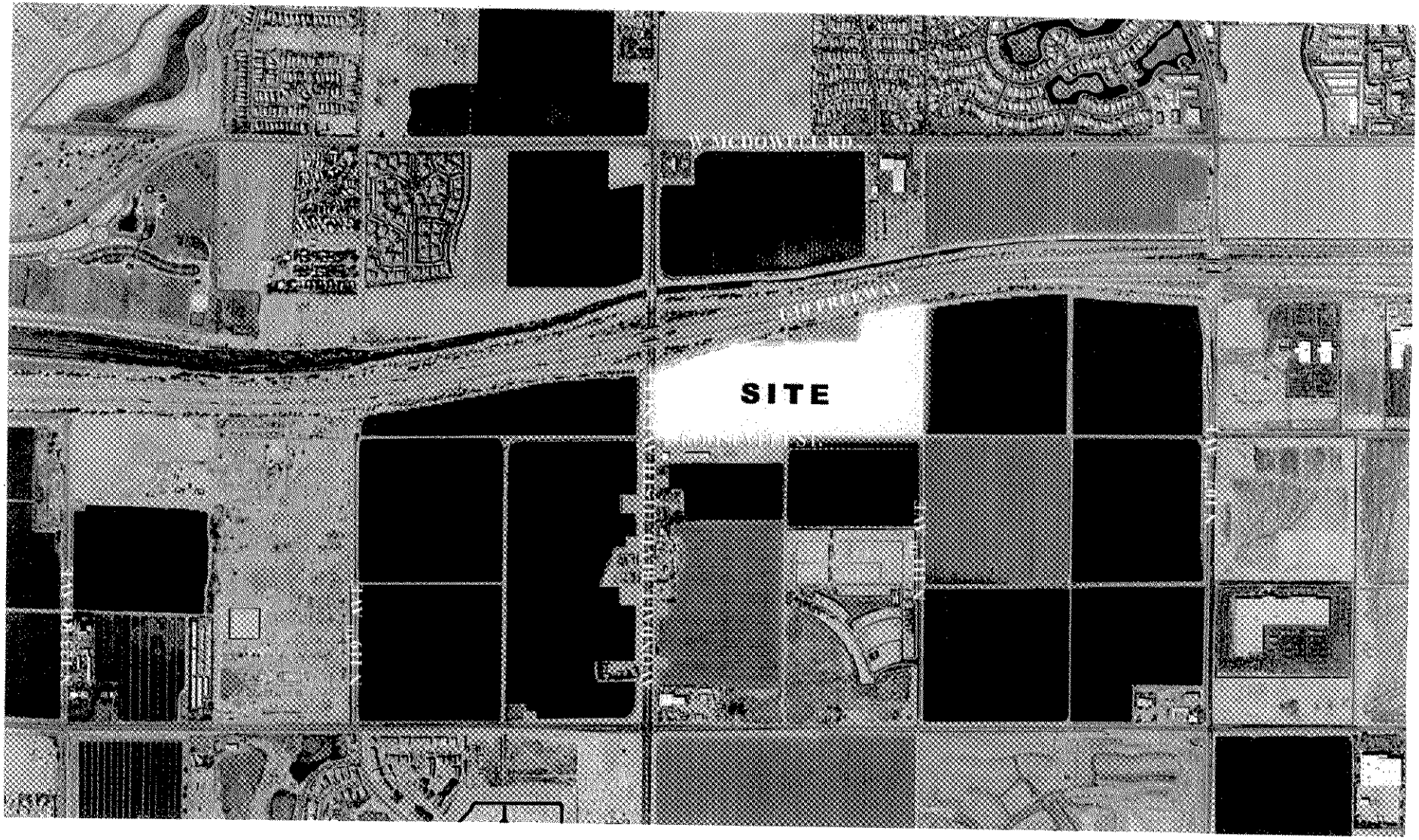


KITCHELL
DEVELOPMENT

NORTH

AVONDALE GATEWAY

I-10 & AVONDALE BLVD.

04155

VICINITY MAP
Figure 1

04/13/05

Butler Design Group, Inc

FIGURE 2
LEGAL DESCRIPTION

PARCEL NO. 1:
That portion of the Northwest quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the West quarter corner of Section 6;

THENCE running in a Northerly direction along the West boundary of said Section, a distance of 843.23 feet, more or less, to a point in said boundary line 1784.00 feet South of the Northwest corner of said Section;
THENCE Easterly to a point in a line running from a point in the North line of said Section 519.40 feet West of the North quarter corner of said Section to a point on the South Line of said Northwest quarter, distant 470.80 feet from the Southeast corner of the Northwest quarter of said Section, distant along said line 1779.40 feet South of the North line of the said Section;
THENCE Southerly along said line 851.38 feet, more or less, to a point in the Southerly boundary line of said Northwest quarter, 470.80 feet West of the Southeast corner of said quarter section;
THENCE Westerly along the Southern boundary of said Northwest quarter to the place of beginning.

EXCEPT the West 33 feet thereof for road purposes;

PARCEL NO. 2:
That portion of the Northwest quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, bounded and described as follows:

BEGINNING of the North quarter corner of said Section;

THENCE West along the Section line 519.40 feet;
THENCE Southerly 2630.78 feet, more or less, to a point on the South line of the said Northwest quarter, distance 470.80 feet West of the center of said Section;
THENCE East 470.80 feet to the center of said Section;
THENCE North 2631.99 feet to the PLACE OF BEGINNING.

EXCEPTING therefrom the following described property:

That part of the Northwest quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows and reference is herein made to a line connecting a point on the South line and a point on the North line of the Northwest quarter, Section 6, said point being 470.80 feet from the Southeast corner and 519.40 feet from the Northwest corner thereof;

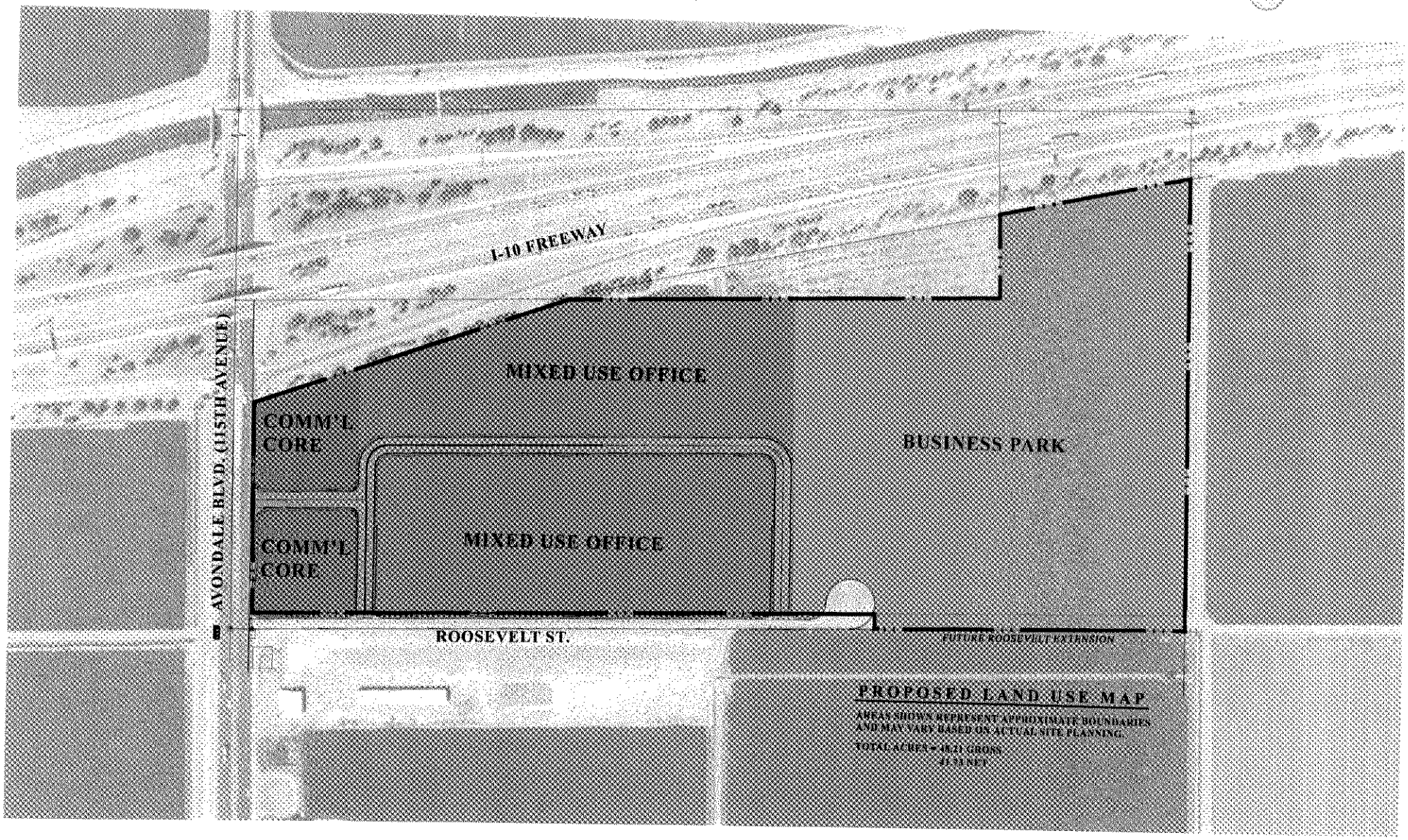
BEGINNING at the Northeast corner of the said Northwest quarter, Section 6;

THENCE South 00 degrees 13 minutes 48 seconds East along the East line of the said Northwest quarter, Section 6, a distance of 1102.71 feet;
THENCE South 78 degrees 00 minutes 00 seconds West 507.88 feet to a point on the above described line;
THENCE North 01 degrees 17 minutes 18 seconds West along the described line, a distance of 1198.76 feet to a point on the North line of the said Northwest quarter, Section 6;
THENCE North 88 degrees 54 minutes 56 seconds East along the said North line, a distance of 519.40 feet to the POINT OF BEGINNING.

EXCEPT any portion thereof of Parcels 1 and 2 laying Northerly and Westerly of the following described line:

BEGINNING at the West quarter corner of said Section 6;

THENCE North 88 degrees 45 minutes 34 seconds East along the East-West midsection line thereof, a distance of 55.00 feet;
THENCE North 0 degrees 16 minutes 01 seconds West 579.83 feet;
THENCE North 70 degrees 36 minutes 34 seconds East 916.17 feet;
THENCE North 77 degrees 55 minutes 39 seconds East 1629.93 feet to the point of ending.



KITCHELL DEVELOPMENT

NORTH

AVONDALE GATEWAY

I-10 & AVONDALE BLVD.

04155

CONCEPTUAL MASTER DEVELOPMENT PLAN

Figure 3

05/04/05

Butler Design Group, Inc
architects & planners

Figure 4
Avondale Gateway Plant Pallet

Trees

1. Sweet Acacia
2. Catclaw Acacia
3. Weeping Wattle
4. Twisted Acacia
5. Blue Palo Verde
6. Palo Brea
7. Chitalpa
8. Ironwood
9. Texas Ebony
10. Mesquite
11. Chilean Mesquite
12. Honey Mesquite
13. Southern Live Oak
14. Date Palms
15. Desert Museum Palo Verde
16. Shoestring Acacia
17. Evergreen Bird of Paradise

Accents

1. Century Plant
2. Octopus Agave
3. Gentry's Agave
4. Weber's Agave
5. Saguaro Cactus
6. Peruvian Apple
7. Desert Spoon
8. Fishhook Barrel
9. Ocotillo
10. Giant Hesperaloe
11. Red Yucca
12. Tree Bear Grass
13. Bear Grass
14. *Opuntia sp.(Cactus varieties)*
15. Golden Barrel
16. Toothless Desert Spoon
17. Spanish Bayonet
18. Twisted Yucca
19. Agave Sp.

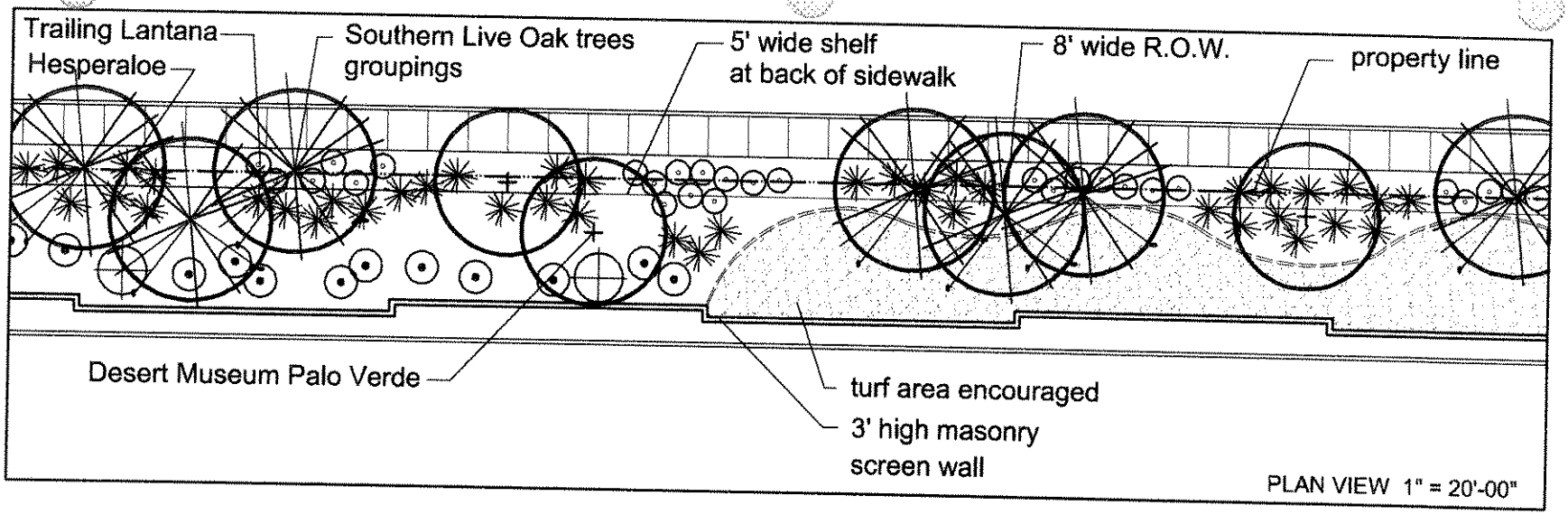
Shrubs

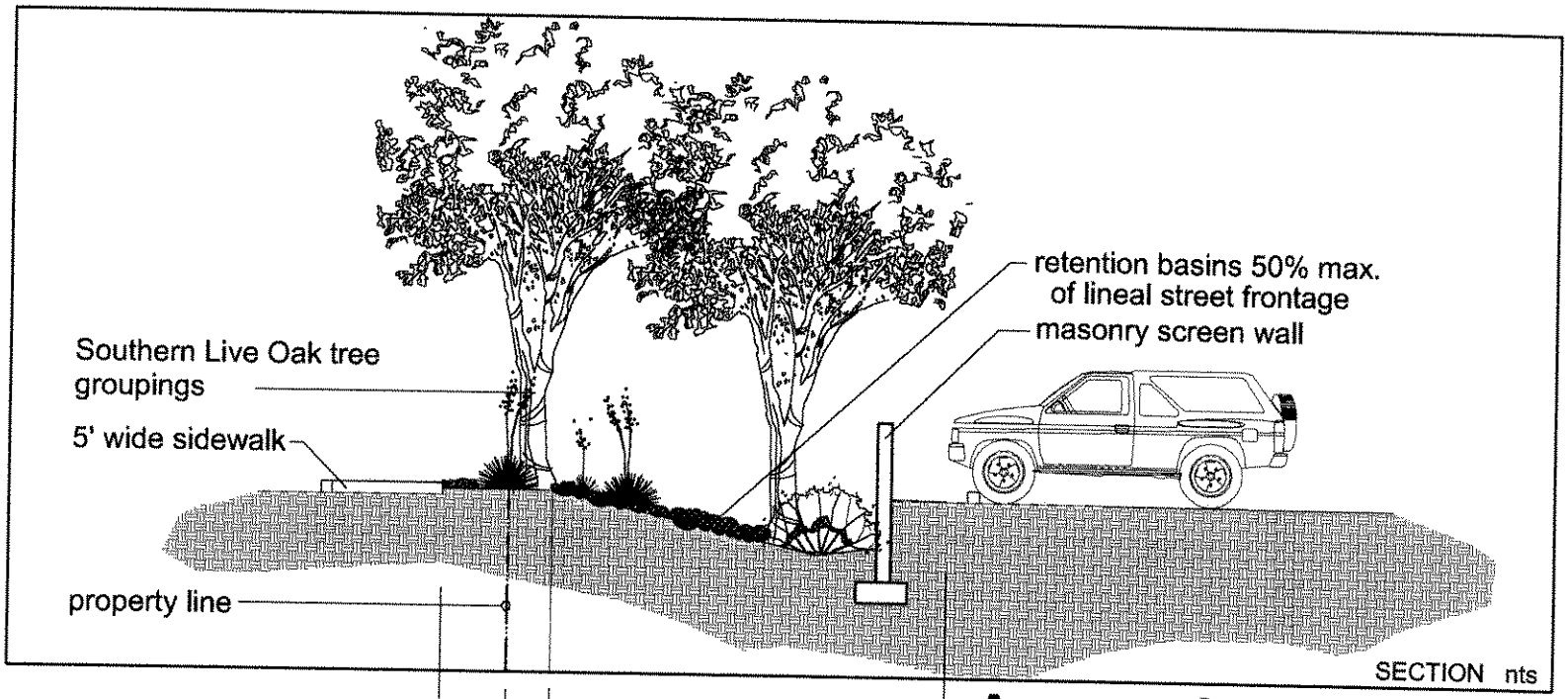
1. Desert Carpet
2. Bursage
3. Desert Milkweed
4. Bush Bougainvillea 'Barbara Karst'
5. Shrubby Senna
6. Mexican Bird of Paradise
7. Red Bird of Paradise
8. Yellow Bird of Paradise
9. Baja Fairy Duster
10. Pink Fairy Duster
11. Dalea 'Sierra Gold'
12. Brittle Bush
13. Turpentine Bush
14. Desert Lavender
15. Chuparosa
16. Regal Mist
17. Firecracker Penstemon
18. Desert Penstemon
19. Lady Bank's Rose
20. Mexican Barrio Ruellia
21. Cleveland Sage
22. Jojoba
23. Globe Mallow
24. Ruellia Species
25. Green Cloud Sage
26. Chihuahuan Sage
27. Salvia Species
28. Valentine Bush
29. Paper Flower
30. Petite Pink Oleander
31. Heavenly Bamboo

Figure 4
Avondale Gateway Plant Pallet

Groundcovers

1. Desert Marigold
2. Angelita Daisy
3. Bush Lantana
4. Lantana 'New Gold'
5. Trailing Ice Plant
6. Blackfoot Daisy
7. Gooding Verbena
8. Goldeneye
9. Bush Morning Glory
10. Turf – Hybrid Bermuda, "Midiron"
11. Purple Trailing Lantana
12. "Little Katies" Ruellia
13. Yellow Dots
14. Myoporum
15. Dwarf Trailing Lantana





LANDSCAPE STREET FRONTAGE
(typical: excludes Avondale Blvd.)

5' shelf

20' landscape & building setback

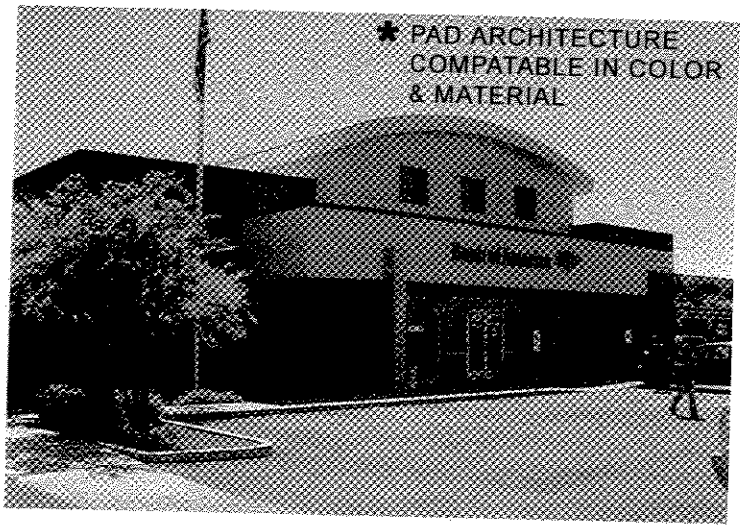
Avondale Gateway

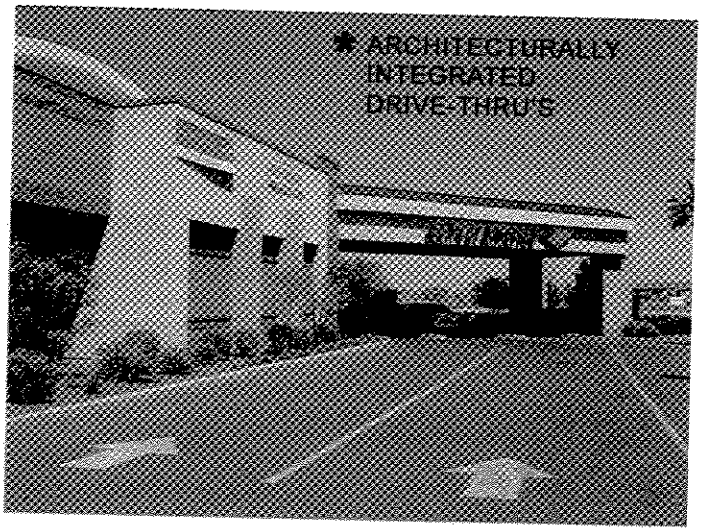
Figure 5

COMMERCIAL CORE

✱ SHADING DEVICES

HEIGHTENED DETAIL AT ENTRIES





REPRESENTATIVE IMAGES
Figure 6

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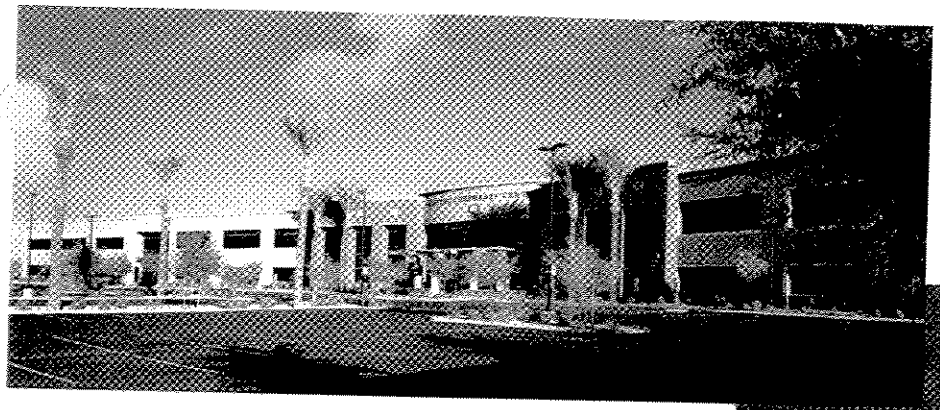
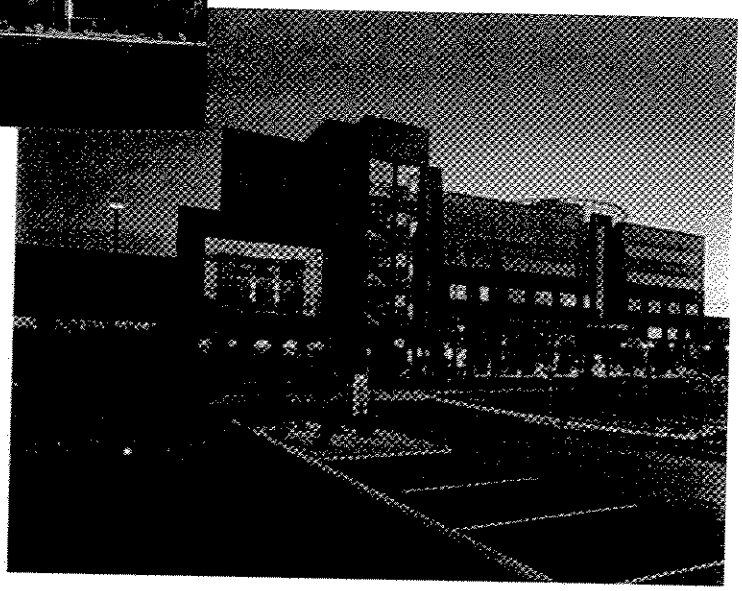
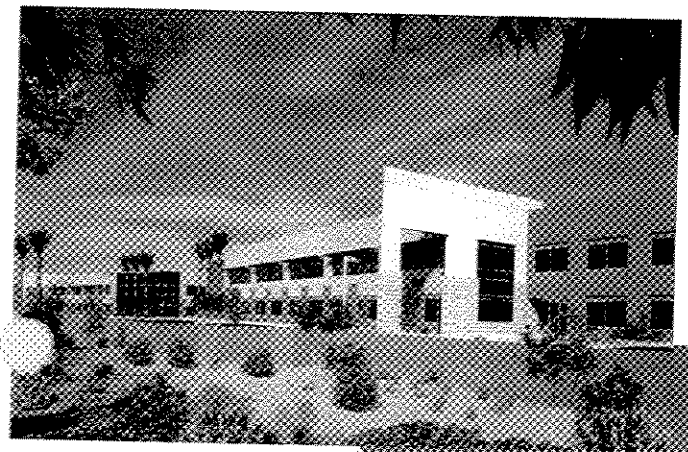
MIXED USE OFFICE PARK



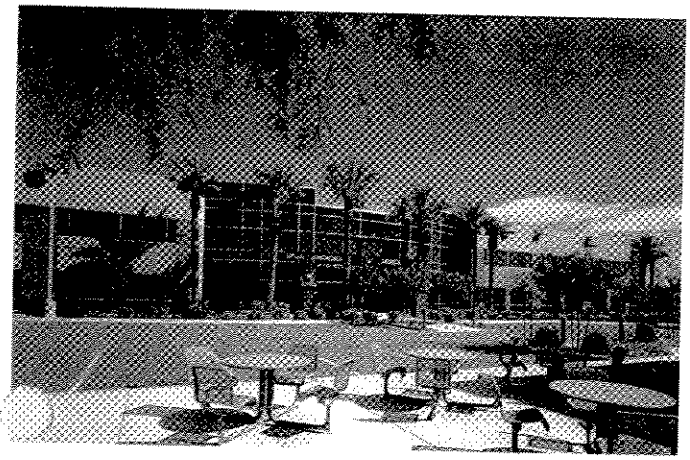
* OFFSETS IN WALL PLANES TO CREATE DEPTH, SHADOW & BREAK UP MASSING



* ACCENT MATERIALS FOR ADDED TEXTURE
* EMPHASIS ON BUILDING ENTRY



* USE OF DETAIL FOR ARCHITECTURAL EMPHASIS
* USE OF STRONG FORMS & MASSES
* EARTH TONE COLORS WITH DESERT - BASED ACCENTS



* FEATURE LANDSCAPE & LIGHTING

REPRESENTATIVE IMAGES
Figure 7

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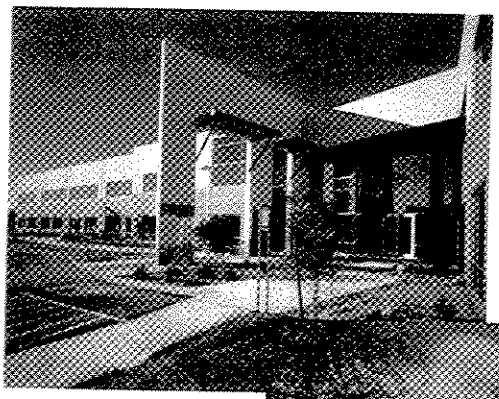
BUSINESS PARK

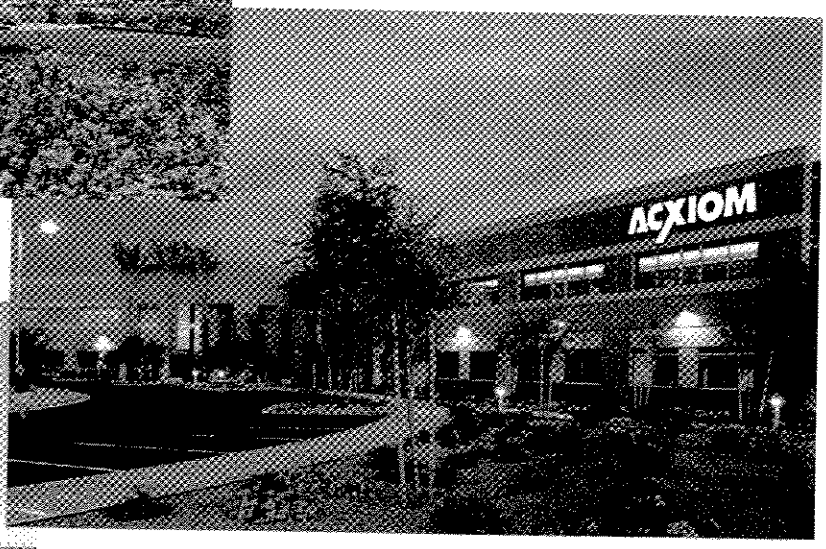
* CONTRAST IN COLOR & MATERIAL TO CREATE VISUAL INTEREST
* DETAIL AT TOP OF WALL FOR ADDITIONAL IDENTITY

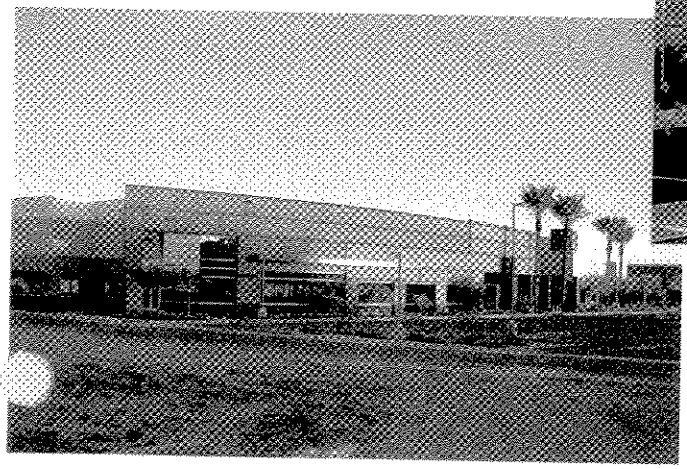


* STRONG, BOLD FORMS

* LANDSCAPING TO COMPLIMENT ARCHITECTURE

* DESERT BASED COLOR PALETTE
* VARIATIONS IN TEXTURE
* SURFACE ARTICULATION





REPRESENTATIVE IMAGES
Figure 8

Butler Design Group, Inc
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Figure 9

Wall Mounted Identification Signs

User Type	Type	Calculation	# of Signs	Maximum Area	Placement	Description	Illumination
Master Development - signage types allowed throughout the development	Awning Signs	Shall be counted as part of the tenants aggregate sign area based on lineal front footage.	See Placement	Shall be counted as part of the tenants aggregate sign area based on lineal front footage.	50% of the awning valance height and 80% of the awning width of the element it is installed on.	Both awning and signage must be constructed of permanent type mateials. Awning must be an integral part of the building elevation design. Signage must be mounted parallel to the face.	Shall not be illuminated.
	High Rise - Buildings allowed over four (4) stories. Signs for Building/Development identification.	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation.	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 500 square feet for buildings up to 50,000 square feet in floor area and 850 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review and must be integrated with building design.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
	Freeway Signs - Buildings with either main entry or rear elevations directly adjacent to freeway.	Two (2) square foot of signage for each one (1) linear foot of the elevations oriented to freeway traffic.	Elevations oriented to freeway traffic	The maximum aggregate sign area shall be 500 square feet for buildings up to 50,000 square feet in floor area and 850 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review and must be integrated with building design.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
Mixed Use Office Park	Single tenant buildings	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation.	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
	Multi-tenant buildings (1-2 stories)	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation.	A maximum of three (3) elevations may have signage.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
	Multi-tenant buildings (3 or more stories)	N/A	A maximum of two (2) signs.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Project/Development Identification	Internal backlit or halo, or combination
Commercial Core	Single /Multi-tenant buildings	One (1) square foot of signage for each one (1) linear foot of the longest building elevation. One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation.	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 250 square.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
		Single tenant buildings on corner parcels with building frontage on two major roadway frontages may use both frontages calculated at one (1) square foot of signage per one (1) foot of frontage. On additional elevations, for each one (1) foot of frontage, one-half (1/2) square footage of signage is allowed.	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 250 square.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed.	Internal backlit or halo, or combination
Business Park	All buildings	One (1) square foot of signage for each one (1) linear foot of . One-half (1/2) square foot of signage for each one (1) linear foot of each additional elevation	A maximum of four (4) elevations may have signage.	The maximum aggregate sign area shall be 250 square feet for buildings up to 50,000 square feet in floor area and 500 square feet for buildings greater than 50,000 square feet of floor area.	Sign fields must be delineated at time of Final Site Plan review. Sign must not exceed 70% of the vertical height of the sign field or 80% of the horizontal width of the sign field on which it is placed.	Reverse pan channel letters and logos, or custom cabinets shall be allowed	Internally halo illuminated

Raceway Mounted Signs are prohibited.
Each tenant is allowed a minmum of 24 square feet of signage.

Figure 10
Freestanding Signs

User Type	Type	# of Signs	Maximum Height	Maximum Area	Description	Location
Master Development Signs	Freeway Pylon	2	65 Feet	Total Signage, per face, not to exceed 45% of the gross sign area, maximum 23 feet in width	Four (4) Tenant Panels and Identification of Master Development	Adjacent to Interstate 10 Freeway
	Entrance Monuments	2	8 feet	100 square feet	Identification of Master Development Only - Roosevelt location to allow for hotel(s) entrance identification	Adjacent to Avondale Boulevard - corner of I-10 and Avondale Blvd., and Avondale Blvd and Roosevelt.
Mixed Use Office Park	Hotel Primary Identification Monument		8 feet	60 square feet	Identification of hotel user	1 per primary entrance
	Hotel Secondary Identification Monument		4 feet	30 square feet	Identification of hotel user	1 per secondary entrance
	Hotel Directional Signs		4 feet	7 square feet	No identification or logos, for navigation only	As approved by staff at time of sign permit, maximum of two signs per site
	Single-Tenant Building (Excluding hotels)		8 feet	60 square feet	Identification of tenant	One per street frontage
	Multi-Tenant Buildings (Excludes Hotels)		8 feet	60 square feet	Three (3) tenant panels and identifiction of project	One per street frontage
Commercial Core	Commercial Core Multi-Tenant Monument	One (1)	10 feet	70 square feet	Four (4) tenant panels and identification of master development	Adjacent to Avondale Boulevard
Business Park	Single-Tenant Building (Excluding hotels)	One (1) per street frontage	6 feet	60 square feet	Identification of tenant	One per street frontage
	Multi-Tenant Buildings (Excludes Hotels)	One (1) per street frontage	6 feet	60 square feet	Three (3) tenant panels and identifiction of project	One per street frontage
	On-site Campus Directories	As required to provide safe traffic flow	8 feet	32 square feet	Directional information to buildings, facilities, etc.	As per plans
	On-site Directionals	2	4 feet	12 square feet	Information for private, public, delivery entrances and exits.	As per plans

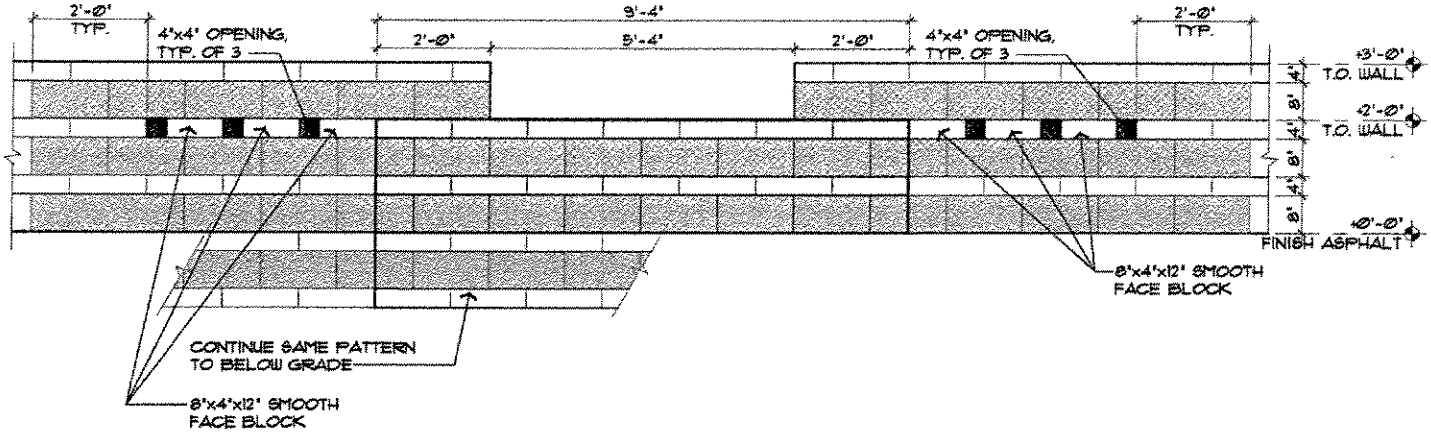
Sign locations must be delineated at time of Final Site Plan review

For all multi-tenant freestanding signs, a landscaped area shall be provided, on-premise at the street frontage at the base of the sign, which shall extend a minimum of four (4) feet beyond the perimeter section of the sign structure at its widest point.

Setbacks

No signs shall be located in any public right of way but may be located at the property line with the leading edge of the sign.

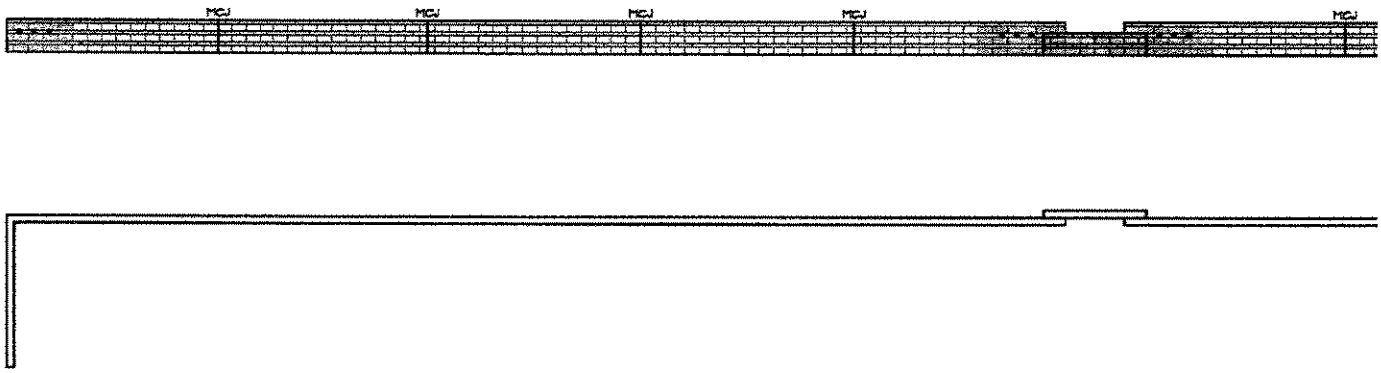
No signs shall be located in any public utility easement.



TYPICAL WALL ACCENT

SCALE: N.T.S.

1. TYPICAL WALL - 8" HIGH SMOOTH BLOCK WITH 4" SMOOTH ACCENT BANDS, RECESSED 1/2".
2. ACCENT WALL ELEMENTS - 8" HIGH SPLIT FACED BLOCK WITH 4" SMOOTH BANDS, RECESSED 1/2".
3. BLOCK TO BE INTEGRAL COLOR OF STAINED COLOR TYPICAL THROUGHOUT MASTER PLAN.



TYPICAL PARKING SCREEN WALL PLAN AND ELEV.

SCALE: N.T.S.

Figure 11

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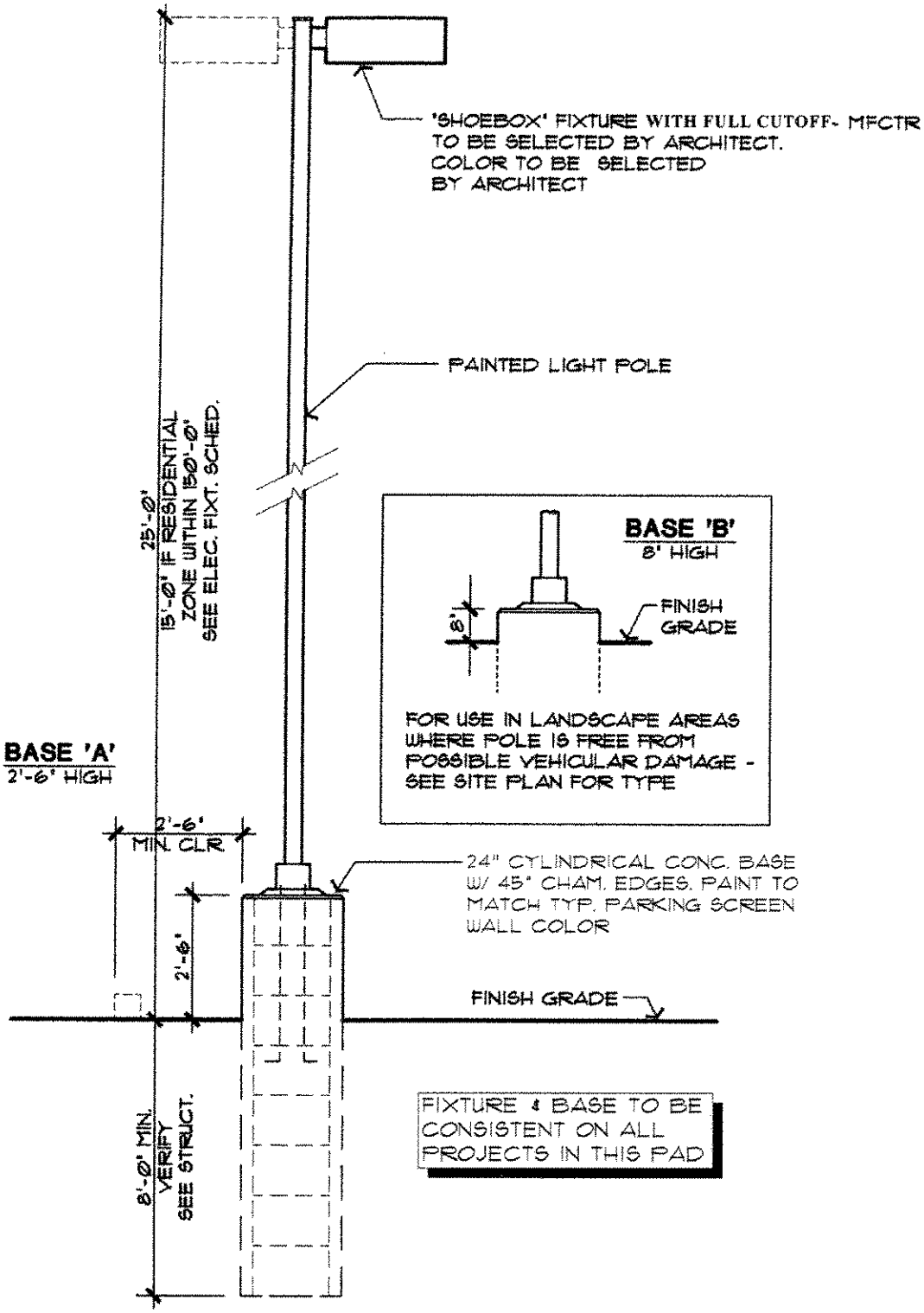

LIGHT STANDARD

SCALE: 3/8"=1'-0"

Figure 12

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Excerpt of the Draft Minutes of the regular Planning Commission meeting held July 17, 2008 at 6:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Angela Cotera, Commissioner
David Iwanski, Chairman
Edward Meringer, Commissioner
Michael Demlong, Vice Chairman
Alan Lageschulte, Commissioner

CITY STAFF PRESENT
Brian Berndt, Development Services Director
Dean Svoboda, Long Range Planning Director
Ken Galica, Planner II, Development Services Department
Kelly LaRosa, Traffic Engineering Department
Scott Wilken, Senior Planner, Development Services Department
Rogene Hill, Assistant City Manager
Chris Schmaltz, City Attorney

APPLICATION NO. Z-08-1

APPLICANT: Ms. Vanessa Hickman
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Suite A-212
Scottsdale, AZ 85016

PROPERTY OWNER: Cavan Real Estate Investments
15333 N. Pima Road, Suite 305
Scottsdale, AZ 85260

REQUEST: This is a request to rezone 2.8 acres located approximately 800 feet east of the southeast corner of Avondale Boulevard and Interstate 10 from A-1 (General Industrial) to PAD (Planned Area Development. Staff Contact: Ken Galica

Item Z-08-1 is a request to rezone approximately 2.8 agrees from A-1 Industrial to Planned Area Development (PAD). The parcel was exempted from the original Avondale Gateway PAD. Item Z-07-16 is a request to rezone approximately 84 acres from Agriculture to PAD. Item DR-08-2 is a request for master site plan approval for a 9.7 acre parcel that falls within the boundaries of the Avondale Gateway PAD.

Mr. Galica reported that the 2.8 parcel, Item Z-08-1, is located approximately 800 feet east of the southeast corner of Avondale Blvd. and I-10. The property is zoned A-1 (General Industrial) and is completely surrounded by I-10 and the existing PAD. It was not included in the original PAD request in 2005 since it was under separate ownership at that time. Subsequently the applicant has acquired the property and would like to zone it to PAD and add it to the original PAD. The subject property is designated as employment by the General Plan. The employment designation encourages uses which provide employment opportunities, and additional retail and non-retail uses are permitted in moderation which act in support of the employment uses. The property is also within the boundaries of the Freeway Corridor Specific Plan. The applicant would like to add this parcel into the Avondale Gateway PAD by dividing it between the two subareas, a Mixed-Use/Office subarea and a Business Park subarea. The Mixed Use subarea on the western portion of the property allows for office, employment, hotels and support retail uses. The Business Park subarea allows office and enclosed light industrial uses. All proposed development and design standards are identical to the existing Avondale Gateway PAD, so this request would give the property the same designation and development standards as what is already approved for everything around it.

Staff finds that the request meets all the findings for rezoning approval. Staff recommends approval of application Z-08-1 with four stipulations, three of which are standard, and the fourth requires the parcel to be master site planned with an adjacent parcel or parcels which have access to a public street.

Commissioner Cotera stated she was looking through the landscaping plan and it has a stipulation that the applicant will have to put the trees between the curb and the sidewalk. In Item Z-08-1, the trees are between the sidewalk and the wall. Mr. Galica stated that the City has moved to the new cross section with the trees in between the sidewalk and street and that standard will be applied to new development, for instance the Avondale Gateway Center PAD (Z-07-16). Staff did feel that the development standards for the Gateway Triangle (Z-08-1) area should match the previously approved Avondale Gateway PAD since it is surrounded on all three sides.

Chairperson Iwanski opened the public hearing for Item Z-08-1. There were no requests to speak. Chairperson Iwanski invited questions and comments from the Commissioners, and hearing none, closed the public hearing.

Chairperson Iwanski invited further questions and comments, and hearing none, called for a motion.

Vice Chair Demlong **MOVED** that the Planning Commission accept the findings and recommend approval of application Z-08-1, a request to rezone approximately 2.8 acres from General Industrial (A-1) to Planned Area Development (PAD), subject to four Staff-recommended stipulations. Commissioner Meringer **SECONDED** the motion.

1. Development shall conform to the Avondale Gateway Triangle PAD Development Plan Narrative date stamped June 9, 2008, except as modified by these stipulations.

2. Roadways outside of this PAD shall be governed by their own separate PAD development plans, including street classification.

3. The subject property shall be master site planned with an adjacent parcel(s) which has direct access to a public street.

4. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

Chairperson Iwanski invited further discussion.

Commissioner Lageschulte thanked the applicants for taking the 2.8 acres that nobody knew what to do with and including it in their project.

Chairperson Iwanski invited further discussion, and hearing none, called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Chairperson Meringer	Aye
Commissioner Cotera	Aye
Commissioner Webster	Aye

The motion passed unanimously.

ORDINANCE NO. 1320-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR 2.8 ACRES OF LAND LOCATED APPROXIMATELY 800 FEET EAST OF THE SOUTHEAST CORNER OF AVONDALE BOULEVARD AND INTERSTATE 10, AS SHOWN IN FILENAME Z-08-1, REZONING SUCH PROPERTY FROM GENERAL INDUSTRIAL (A-1) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, July 17, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on August 18, 2008.

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

SECTION 1. That ± 2.8 acres of real property generally located 800 feet east of the southeast corner of Avondale Boulevard and Interstate 10, as shown in filename Z-08-1 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from General Industrial (A-1) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall conform to the Avondale Gateway Triangle PAD Development Plan Narrative date stamped June 9, 2008, except as modified by these stipulations.

2. Roadways outside of this PAD shall be governed by their own separate PAD development plans, including street classification.

3. The subject property shall be master site planned with an adjacent parcel(s) which has direct access to a public street.

4. Development shall conform to the Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

890200.1

EXHIBIT A
TO
ORDINANCE NO. 1320-808

[Legal Description and Map of the Property]

See following pages.

CITY OF AVONDALE
MAY 2 2008
DEVELOPMENT SERVICES

2nd

LEGAL DECRIPTION
AVONDALE GATEWAY
KITCHELL TIRANGLE PARCEL

DATE 04/28/08
JOB NO.2007-154
PAGE 1 of 1

Z-08-1

A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6 BEARS SOUTH 00 DEGREES 15 MINUTES 14 SECONDS EAST, A DISTANCE OF 2627.29 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 14 SECONDS EAST, A DISTANCE OF 2,046.51 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 46 SECONDS EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE EHRENBERG-PHOENIX HIGHWAY;

THENCE NORTH 70 DEGREES 37 MINUTES 37 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 857.44 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 70 DEGREES 37 MINUTES 37 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 58.73 FEET;

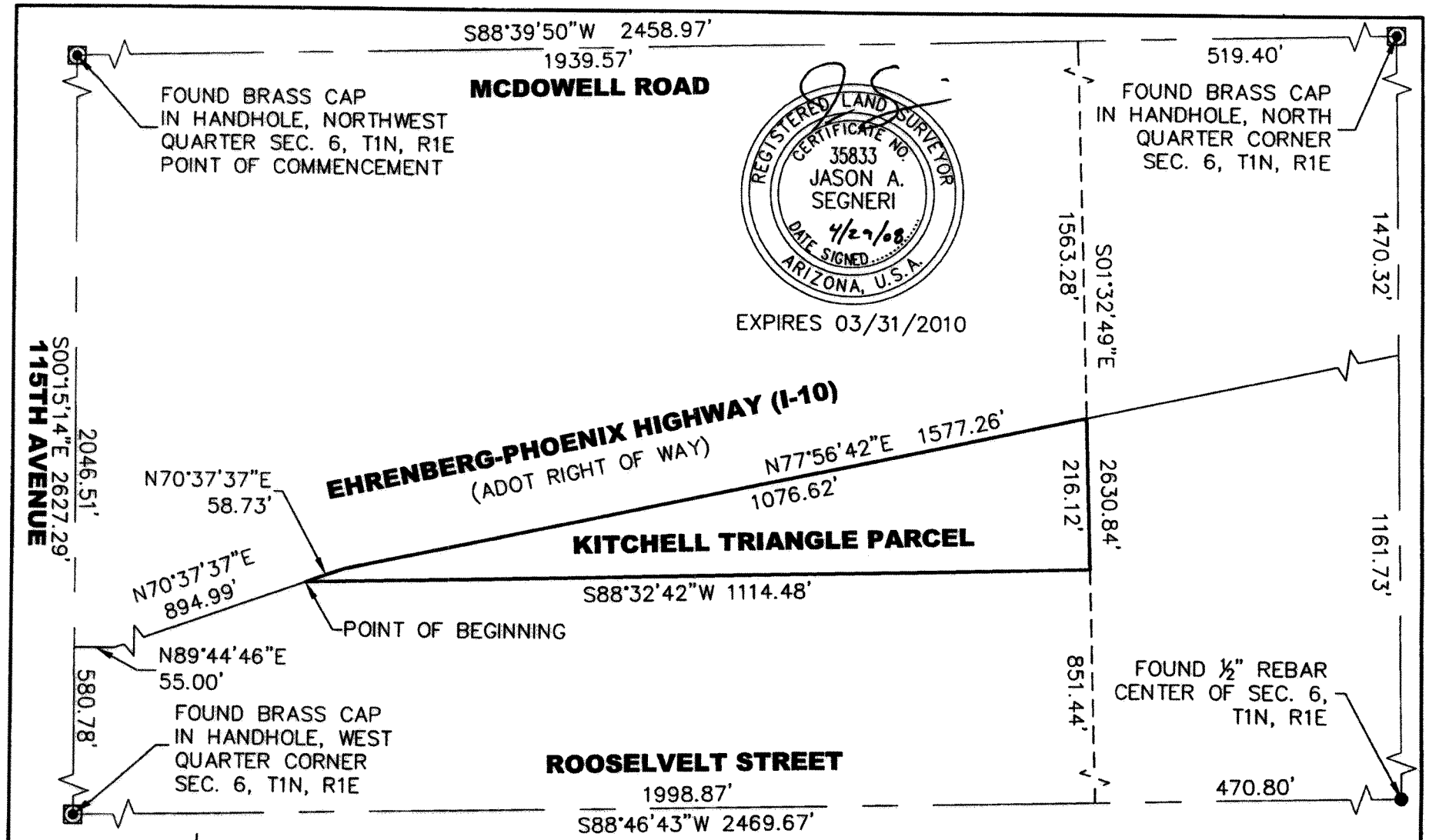
THENCE NORTH 77 DEGREES 56 MINUTES 42 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,076.62 FEET TO A POINT ON A LINE RUNNING FROM A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, WHICH BEARS SOUTH 88 DEGREES 39 MINUTES 50 SECONDS WEST, A DISTANCE OF 519.40 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 6 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 WHICH BEARS SOUTH 88 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 470.80 FEET FROM THE CENTER OF SAID SECTION 6;

THENCE SOUTH 01 DEGREES 32 MINUTES 49 SECONDS EAST, LEAVIND SAID SOUTHERLY RIGHT OF WAY AND ALONG LAST AFOREMENTIONED LINE, A DISTANCE OF 216.12 FEET TO A POINT WHICH BEARS SOUTH 01 DEGREES 32 MINUTES 49 SECONDS EAST, A DISTANCE OF 1779.40 FEET FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6;

THENCE SOUTH 88 DEGREES 32 MINUTES 42 SECONDS WEST, A DISTANCE OF 1,114.48 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 124,454 SQUARE FEET OR 2.857 ACRES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
Date Signed 4/29/08
ARIZONA U.S.A.
EXPIRES 3/31/2010



S|I|G

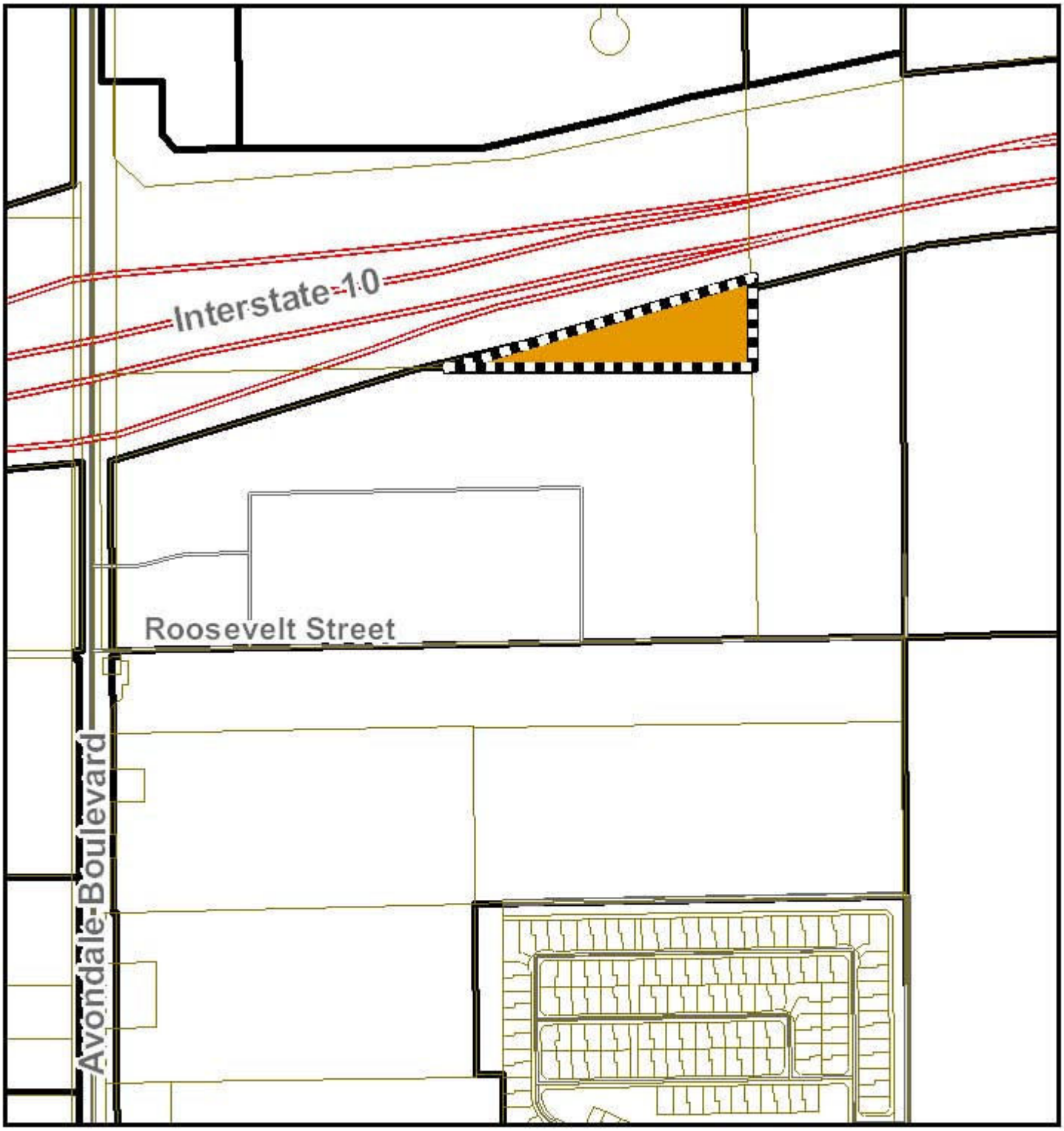
SURVEY INNOVATION GROUP, INC

Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781

16414 N. 91st STREET, # 102, SCOTTSDALE, AZ 85260

AVONDALE GATEWAY
KITCHELL TRIANGLE PARCEL
AVONDALE, ARIZONA

JOB#2007-154	DWG: TRIANGLE PARCEL		DATE: 04/28/08
SCALE: N.T.S.	DRAWN: RMH	CHECK: JAS	SHEET: 1 OF 1



Application Z-08-1

Avondale

Subject Property

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1319-808 - Raul & Teresa's Rezoning (Z-08-3)

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Rezoning from R-5 (Mobile Home Park) to C-2 (Community Commercial)

PARCEL SIZE: Approximately 2 acres

LOCATION: 519 West Main Street

APPLICANT: David Canterman, LH One, LLC

OWNER: LH One, LLC

BACKGROUND:

The property was annexed into the City on August 18, 1958. Upon adoption of the City's new zoning map in 1990, the property was zoned R-5 (Mobile Home Park). The current zoning of the property remains R-5. The property was developed with a 10,698-square foot restaurant approximately 40 years ago which continues to operate at this location.

The site is bounded on the north by MC 85/Main Street, a towing and storage facility zoned C-2 on the east, vacant property zoned R-3 to the west, and a single-family residential development zoned PAD to the south.

SUMMARY OF REQUEST:

1. The applicant is requesting to rezone approximately 2 acres from R-5 (Mobile Home Park) to C-2 (Community Commercial). The site is currently developed with a 10,698-square foot restaurant which has been in operation for 40 years at this location. Rezoning to C-2 (Community Commercial) will bring the site into conformance with the current commercial use of the site.

2. The General Plan land use designation is Mixed Use. The Mixed Use land use designation calls for a mix of high-intensity land uses with a commercial retail emphasis. Mixed use areas may include neighborhood and community retail, residential, hotel/motel, and employment.

3. Access to the site is available from two full-service driveways onto Main Street/MC 85. The western driveway is located approximately 500 feet east of Litchfield Road, and the eastern driveway is located approximately 650 feet east of Litchfield Road.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 PM on June 11, 2008 at the Civic Center Library. Letters were mailed to the 9 property owners located within 500 feet of the subject property on May 20, 2008. A neighborhood meeting notice sign was posted on the property on May 20, 2008. The neighborhood meeting was advertised in the West Valley View on May 20, 2008.

According to the applicant, there were no attendees at the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on July 1, 2008. The property was posted on June 27, 2008. Letters were mailed out to 9 property owners on June 23, 2008. No persons spoke on the item at the Planning Commission Meeting.

A notice of the City Council hearing was published in the West Valley View on July 29, 2008. The property was posted on July 31, 2008. Letters were mailed out to 9 property owners on July 21, 2008. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on July 17, 2008, and voted 6-0 to recommend **APPROVAL** of this request subject to the following stipulation (Exhibit F):

1. Applicant shall dedicate required right-of-way along MC 85/Main Street. Additional requests for right of way/infrastructure improvements may be required for any future development during the site plan review process.

ANALYSIS:

- The General Plan Land Use Map designates this property as Mixed Use. The Mixed Use designation encourages a mix of high intensity land uses with a retail commercial emphasis. The existing zoning of R-5 is not consistent with the General Plan Land use designation. The existing use of the subject property is commercial, which is consistent with the commercial component of the Mixed Use land use designation. Rezoning the subject property to C-2 (Community Commercial) brings the site into conformance with the General Plan land use designation.
- Access to the site is provided via two full-service driveways from MC 85/Main Street, which is classified as a Road of Regional Significance by the Maricopa County Department of Transportation. The existing half-street right-of-way for MC 85/Main Street is 50', and the ultimate southern half-street right-of-way is 61'. The applicant will be required to dedicate a triangular portion of right-of-way as part of this rezoning process, which begins at a point at the northeast corner of the site and extends to a point sixteen feet south on the eastern property line, and then turns northwest with a diagonal line to a point on the north property line which intersects with the alignment of the east side of the building (Exhibit G).

FINDINGS:

The proposed rezoning meets the following findings:

- The proposed C-2 zoning is in conformance with the General Plan.
- The proposed C-2 zoning will result in compatible land use relationships.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application Z-08-3, a request for rezoning approval subject to the 1 stipulation recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Ordinance approving application Z-08-3, a request to rezone approximately 2 acres from Mobile Home Park (R-5) to Community Commercial (C-2), subject to the one recommended stipulation.

ATTACHMENTS:

Click to download

- Exhibits A through G

Ordinance 1319-808

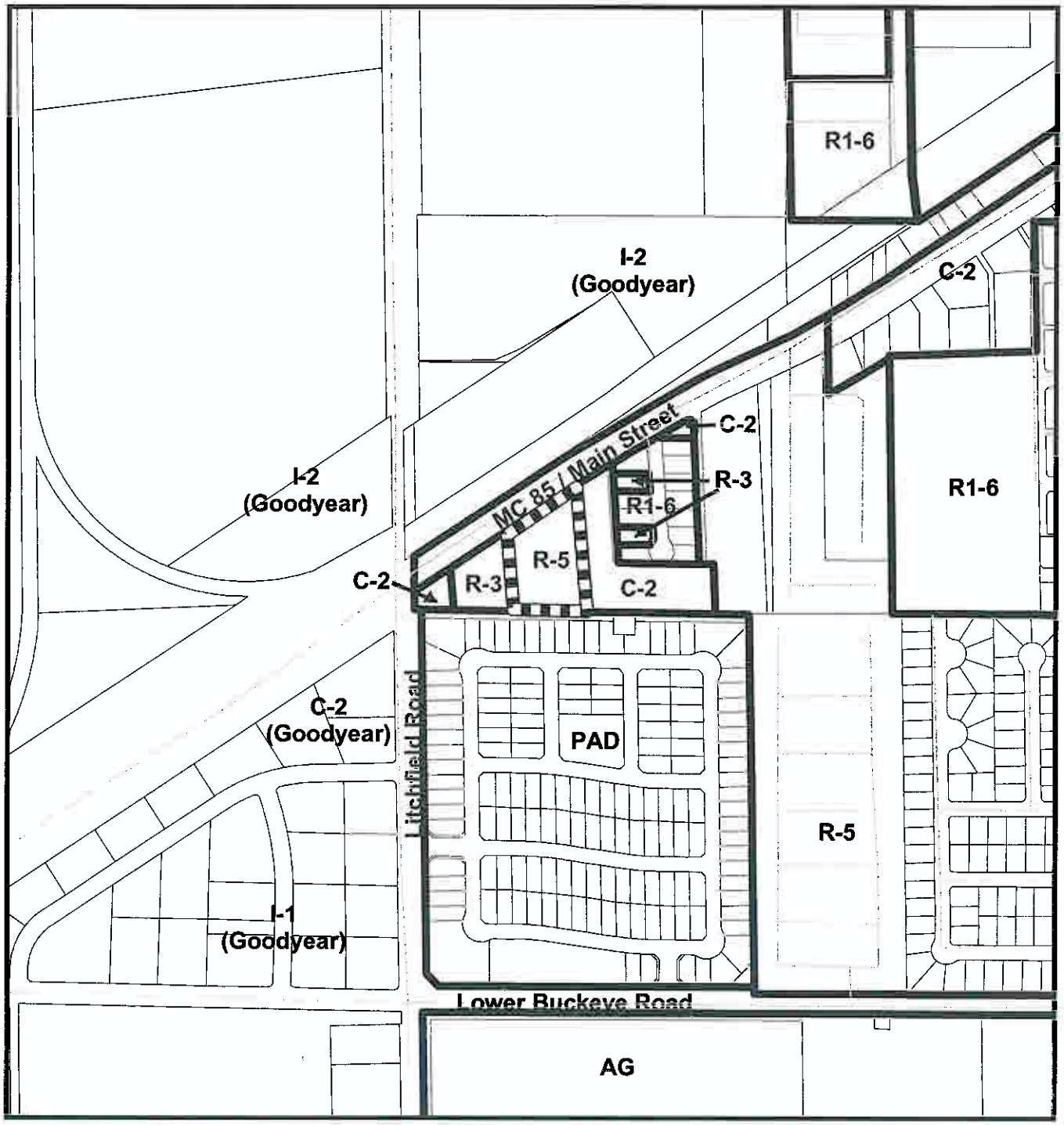
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A



Raul & Theresa's
Z-08-3
Zoning Vicinity Map

Avondale

Subject Property

N

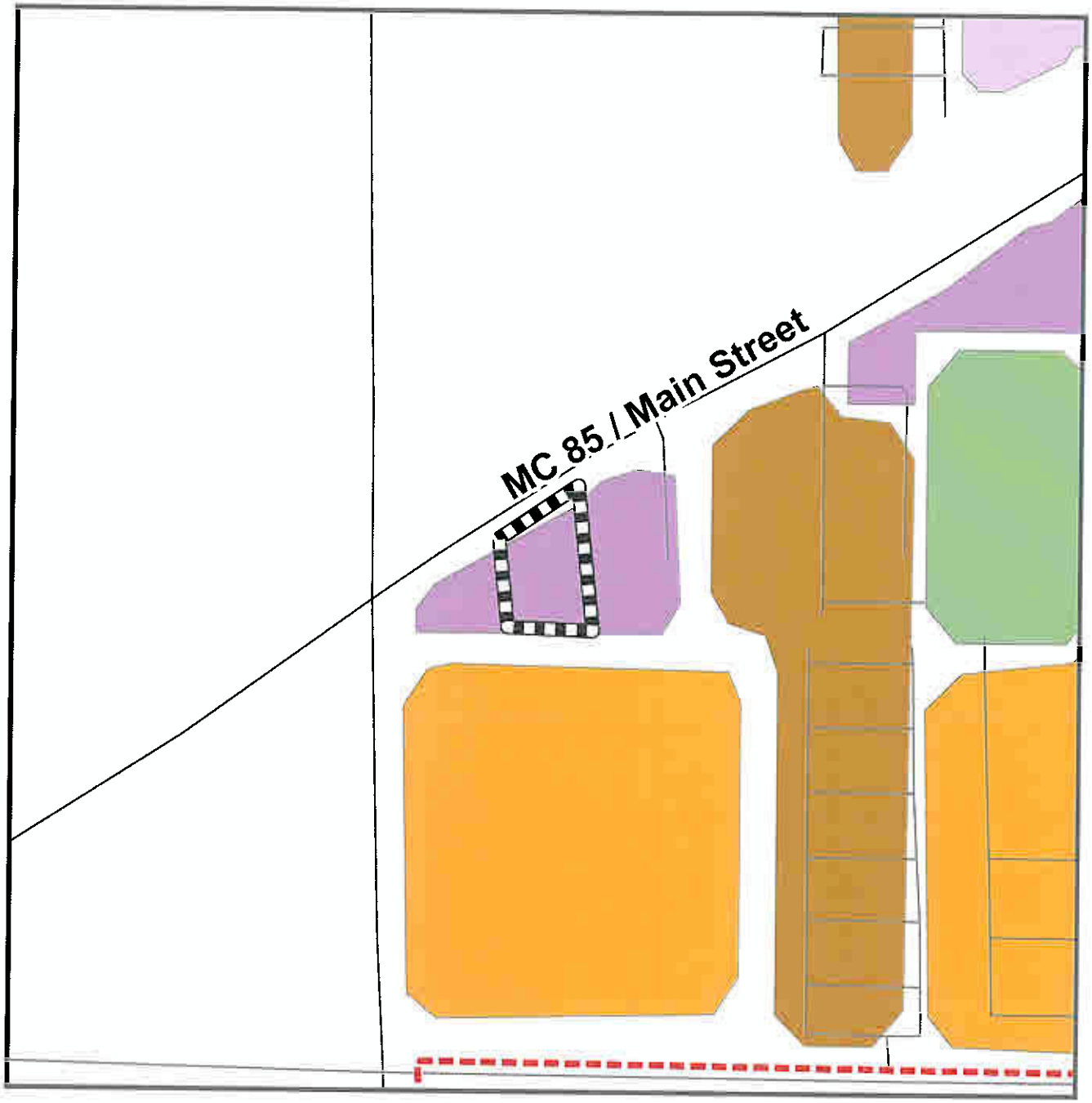
Exhibit B

Raul & Theresa's Z-08-3
Air Photo January 2008

Avondale

Subject Property

Exhibit C



General Plan Land Use Map

- 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 Z-08-3

THE PROPERTY	
PARCEL SIZE	1.98 acres
LOCATION	519 West Main Street
PHYSICAL CHARACTERISTICS	The site is relatively flat.
EXISTING LAND USE	Existing 10,698 square foot restaurant
EXISTING ZONING	R-5 (Mobile Home Park)
ZONING HISTORY	The parcel was zoned R-5 in 1990.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	MC 85 / Main Street
EAST	Commercial Towing & Storage Facility, zoned C-2
SOUTH	Single-Family Residential, zoned PAD
WEST	Vacant, zoned R-3
GENERAL PLAN	
The subject property is designated as Mixed Use on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale School District (K-8); Agua Fria Union School District (High School)
ELEMENTARY SCHOOL	Michael Anderson School (K-8)
JUNIOR HIGH SCHOOL	Michael Anderson School (K-8)
HIGH SCHOOL	Desert Edge High School

STREETS	
MC 85 / Main Street	
Classification	Maricopa County Road of Regional Significance / Arterial
Existing half street ROW	50 feet
Standard half street ROW	61 feet (south half-street)
Existing half street improvements	2.5 paved travel lanes in each direction, curb, gutter, and sidewalk.
Standard half street improvements	3 paved travel lanes, multi-use pathway (bike/pedestrians), curb, gutter, and landscaping.

UTILITIES
A 6“ water line runs along the south side of MC 85 / Main Street. There is an existing 8” sewer line which transitions to a 6” line just east of the property in the southern portion of MC 85 / Main Street.

EXHIBIT E

LH ONE
11696 Sorrento Valley Road, Suite 201, San Diego, CA 92121
P (858) 720-0229 F (858) 720-0556

CITY OF AVONDALE
MAY 29 2008
DEVELOPMENT SERVICES

I am seeking to rezone a 2.01-acre property located at 519 West Main Street from R-5 to C-2 zoning. There is currently a 10,698 square foot building on the property that operates as a restaurant. The portion of the restaurant that is accessible to the public is 5,200 square feet. This restaurant, Raul & Theresa's, has been in operation for 40 years at this location. The restaurant provides a service to both the immediate community and the community at large and will continue to be a valuable asset to the city. Additionally, it provides a number of well-paying jobs for the residents of the area.

The property is currently zoned R-5, Mobile Home Park. The permitted uses within the R-5 zoning district are as follows: mobile homes, recreational vehicles, accessory uses common to mobile homes and temporary facilities, none of which include the site's current commercial use. Rezoning to the C-2 Community Commercial zone district brings the site into conformance with the current commercial use of the property. The property directly to the east (APN #500-49-008) of the subject site is zoned C-2 and is currently being utilized as a towing & storage facility; additionally, the property two parcels to the west (APN #500-49-025) is also zoned C-2 and is improved with a convenience store. This location is compatible with the adjacent commercial uses and is appropriate for its location on a major thoroughfare and its proximity just east of the intersection of two major arterials (Main Street and Litchfield Road). The property directly to the west, which is currently vacant, is zoned R-3, and the property to the south, which is currently developed as single-family detached homes, is zoned PAD. Appropriate buffering measures, to include a six-foot CMU wall and landscaping has been incorporated into the site to mitigate any adverse effects.

The subject property is designated as Mixed Use in the Avondale General Plan. The Mixed Use land use designation is defined as: "A mix of high intensity land uses with a retail commercial emphasis. This designation may include a maximum of 45% residential use. Mixed use areas may include neighborhood and community retail, residential, hotel/motel, and employment." The subject property is currently being used in a commercial capacity; therefore, it is consistent with the commercial component of the General Plan land use designation. The commercial use will further the City's goals for the development of the area by supporting the Land Use and Economic Elements of the General Plan. Goal #1.C in the Land Use section of the General Plan states: "Encourage a mix of land uses within large scale residential communities (e.g. single-family, multi-family, office and commercial)," and the subject property is currently providing the commercial aspect which supports this Land Use goal. Goals #1.B.1-2 in the Economic Development portion of the General Plan state: "Support the development of ancillary commercial and tourism uses in the vicinity of Phoenix International Raceway (PIR)," and, "Encourage tourist and raceway-related development within the PIR Growth Area." The subject property currently provides a service which caters both

to tourists and to community residents, and is strategically located along the access route to PIR, which supports these Economic elements.

The existing development is served by two full access driveways onto Main Street/MC 85. The western driveway is located approximately 500 feet east of Litchfield Road. The eastern driveway is located approximately 150 feet east of the western driveway (650 feet east of Litchfield Road). The two site driveways provide direct access to the main parking area located east of the existing restaurant. From these driveways vehicles can circulate throughout the parking area. The parking lot provides continuous flow up and down the aisles, free of dead ends. All parking aisles provide two-way circulation and have a minimum width of 24 feet. The parking lot is designed with two rows of angled parking in the center of the lot which lend themselves to a counterclockwise rotation; however, the widths of the parking aisles provide sufficient width for two-way traffic adjacent to the angled parking. The existing parking lot provides 113 parking spaces, of which 5 are handicap accessible. The site also provides 9 designated parking spaces for motorcycles. Based on the 5,200 square feet of restaurant that is open to the public, 104 parking spaces are required for the current use. There is an existing sidewalk adjacent to Main Street/MC 85. The entrance to the restaurant is located in close proximity to Main Street making it very convenient for pedestrian traffic from the adjacent residential developments.

The existing half-street right-of-way for Main Street/MC 85 is 50 feet; the full street right-of-way is 100 feet which includes two lanes in each direction separated by a two-way left turn lane. The proposed future full right-of-way is 108 feet, 61 feet of which is proposed for the southern half-street. As part of this rezoning process, we will dedicate a triangular portion of right-of-way that extends 16 feet south of the northeast property line and then diagonally to the point on the northern property line where the eastern portion of the building would meet if extended north. We understand that future plans to improve Main Street/MC 85 will have an impact on the site and due to the proximity of the Litchfield Road intersection, additional width may be required to accommodate turn lanes or transit stops at the intersection. The future configuration of Main Street/MC 85 will be considered when planning for any future site development.

To estimate the trip generation of the existing 10,698 square foot restaurant, traffic counts were performed between 7:00 AM and 9:00 AM and between 4:00 PM and 6:00 PM. In lieu of 24 hour counts at the site driveways, the daily trip generation potential of the existing restaurant was estimated using the PM peak hour counts and the ratio of PM Peak Hour to Daily trip generation for the ITE trip generation land use High Turnover (sit down) Restaurant (Land Use Code 932). The existing restaurant generates 452 daily trips, of which no trips occur in the AM peak hour and 39 trips occur in the PM peak hour. Based on the data collected, a majority of the traffic enters the site through the west driveway and exits the site from the east driveway. Due to the nature of the existing restaurant, the site traffic has the greatest impact towards the end of the PM peak hour of the adjacent street or shortly after the PM peak. The

surrounding roadway network will not be greatly impacted due to the trip generation from this site. To estimate the trip generation potential of the site with the proposed commercial zoning, a Floor Area Ratio of 0.25 was used to calculate the assumed square footage of potential commercial development. If developed as a 21,889 square foot shopping center, the site could generate 5,663 daily trips, of which 514 trips would occur in the AM peak hour and 560 trips would occur in the PM peak hour. The existing zoning will generate 5,316 (94%) fewer trips than the possible commercial development. During the peak hours, the existing zoning is expected to generate 498 (97%) fewer AM peak hour trips and 550 (98%) fewer PM peak hour trips. Although the proposed zoning could result in significantly higher trips than the existing restaurant or existing zoning, the overall magnitude of the trip generation potential of this site remains small. Due to the size of the property, the size of any future commercial development will be limited. It is anticipated that the amount of trips that could be generated from the site will not greatly impact the surrounding roadway network. It is recommended that a more detailed traffic analysis be completed if the site is redeveloped and a site plan is available.

The site is located within Flood Zone X on the Flood Rate Insurance Map No. 04013C2090H. Existing retention basins in the center and western portions of the property have been effective in handling the storm water retention and on-site flows. The water and sewer services are existing and have served the site sufficiently for the past 40 years.

Sincerely,

David Canterman

EXHIBIT F

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W CIVIC CENTER DRIVE
AVONDALE, AZ 85323

Thursday, July 17, 2008
6:00 P.M.

I. CALL TO ORDER:

The regular meeting was called to order at approximately 6:00 p.m. by Chairperson Iwanski.

II. ROLL CALL:

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Michael Demlong, Vice Chair
Al Lageschulte, Commissioner
Edward Meringer, Commissioner
Angela Cotera, Commissioner
Linda Webster, Commissioner

CITY STAFF PRESENT
Brian Berndt, Development Services Director
Dean Svoboda, Long Range Planning Director
Ken Galica, Planner II, Development Services Department
Kelly LaRosa, Traffic Engineering Department
Scott Wilken, Senior Planner, Development Services Department
Rogene Hill, Assistant City Manager
Chris Schmaltz, City Attorney

V. PUBLIC HEARING ITEMS:

4. Z-08-3:
This is a public hearing before the Planning Commission to review and solicit public input on application Z-08-3, a request by Mr. David Canterman, LH One, LLC, to rezone approximately 2 acres from R-5 (Mobile Home Park) to

C-2 (Community Commercial). The subject site is located at 519 South Main Street. Staff Contact: Wendy Turner

Ken Galica, Planner II, Development Services Department, stated item Z-08-3 is a request for rezoning from R-5 (Mobile Home Park) to C-2 (Community Commercial) for the Raul and Theresa property. The subject property is located at 519 W. Main Street on a 2 acre site just east of Litchfield Road and is designated as mixed use by the Avondale General Plan. The mixed use land use designation encourages a mix of high-intensity land uses with a retail-commercial emphasis. Mixed use areas may include neighborhood and community retail, residential, hotel/motel, restaurant, and employment uses. The subject property is currently zoned R-5. To the north of the property is Main Street/MC-85. A towing and storage facility zoned C-2 is to the east. The parcel to the west is zoned R-4, multi-family residential, but is currently vacant. The property to the south is zoned PAD and is developed as a single family subdivision named Litchfield Mountain View. The subject property is currently developed as a 10,698 square foot restaurant, which has been operating at this location for over 40 years.

The request to rezone the property to C-2 meets all the required findings and is in conformance with the General Plan. Staff recommends approval of the application subject to one stipulation. Mr. Galica informed the Commission that the applicant wants to rezone the property because there is a new property owner, and they want to bring the property in conformance with the General Plan to allow for expansion if need be in the future.

Chairperson Iwanski invited questions and comments.

Vice Chair Demlong asked how a restaurant was built on a property zoned R-5, Mobile Home Park. Mr. Galica replied that some of the current City zoning districts do not correspond to what they were originally used for. The R-5 district prior to 1990 was a catchall zoning district, which allowed for a mix of residential and commercial uses, so a restaurant was a permitted use up to 1990. The 1990 Zoning Ordinance update changed R-5 to strictly allow for mobile home parks. As the zoning for this property never changed, Raul & Theresa's became a Legal Non-Conforming Use.

Chairperson Iwanski invited the applicant to address the Commission. The applicant declined. Chairperson Iwanski opened the public hearing for the item. There were no requests to speak and no further questions of Staff. Chairperson Iwanski closed the public hearing and called for a motion.

Commissioner Meringer moved that the Planning Commission accept the findings and recommend approval of application Z-08-3, a request to rezone approximately 2 acres from R-5 (Mobile Home Park) to C-2 (Community Commercial), subject to the one Staff-recommended stipulation. Commissioner Lageschulte seconded the motion.

1. Applicant shall dedicate required right-of-way along MC 85/Main Street. Additional requests for right-of-way/infrastructure improvements may be required for any future development during the site plan review process.

Chairperson Iwanski invited further discussion, and hearing none, called for a vote.

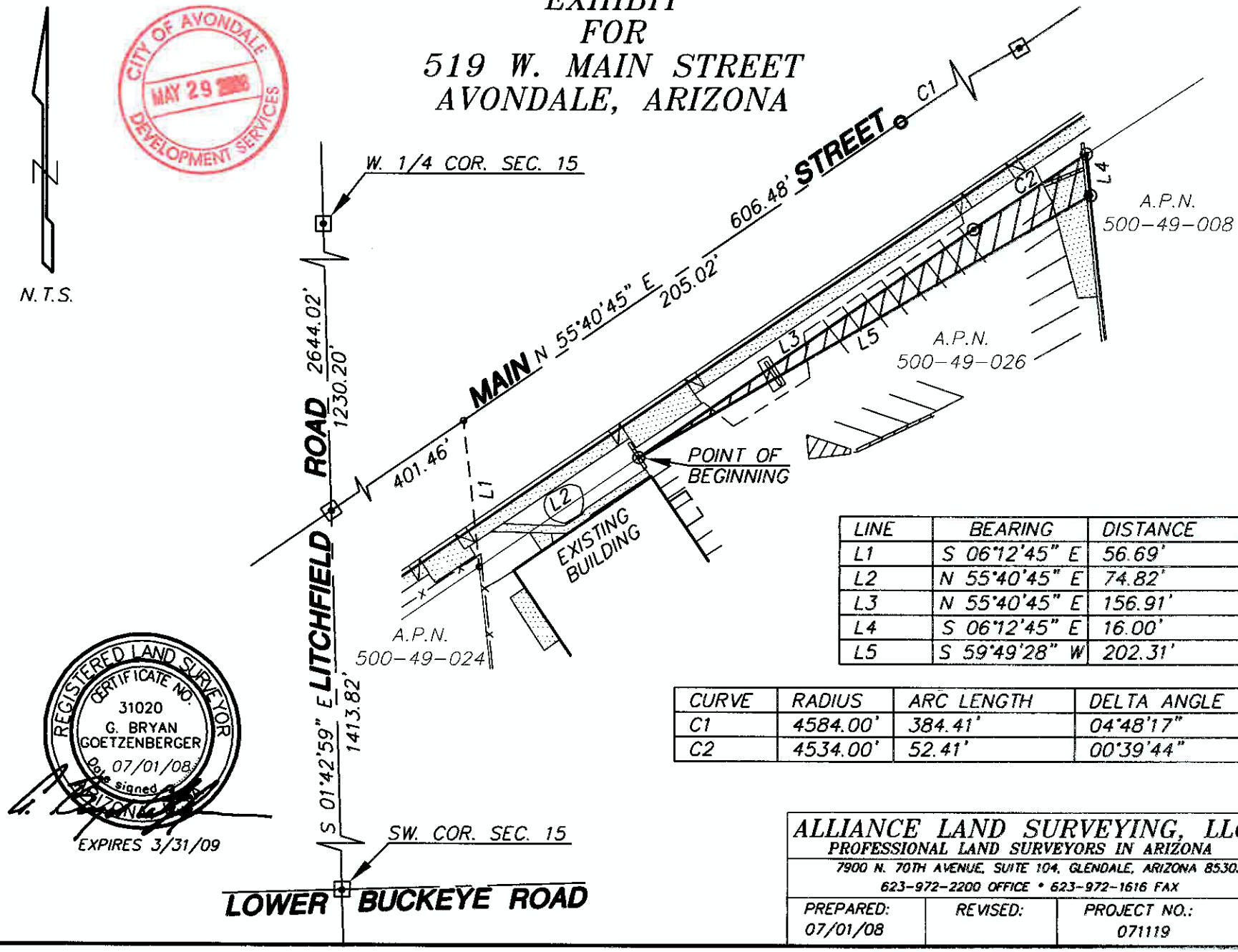
ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Chairperson Meringer	Aye
Commissioner Cotera	Aye
Commissioner Webster	Aye

The motion passed unanimously.

Exhibit G

EXHIBIT FOR 519 W. MAIN STREET AVONDALE, ARIZONA



LINE	BEARING	DISTANCE
L1	S 06°12'45" E	56.69'
L2	N 55°40'45" E	74.82'
L3	N 55°40'45" E	156.91'
L4	S 06°12'45" E	16.00'
L5	S 59°49'28" W	202.31'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	4584.00'	384.41'	04°48'17"
C2	4534.00'	52.41'	00°39'44"

CITY OF AVONDALE DEVELOPMENT SERVICES MAY 29 2008

REGISTERED LAND SURVEYOR CERTIFICATE NO. 31020 G. BRYAN GOETZENBERGER Date signed 07/01/08 ARIZONA

EXPIRES 3/31/09

ALLIANCE LAND SURVEYING, LLC
PROFESSIONAL LAND SURVEYORS IN ARIZONA
7900 N. 70TH AVENUE, SUITE 104, GLENDALE, ARIZONA 85303
623-972-2200 OFFICE • 623-972-1616 FAX

PREPARED:	REVISED:	PROJECT NO.:
07/01/08		071119

ORDINANCE NO. 1319-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR 2 ACRES OF LAND LOCATED AT 519 WEST MAIN STREET, AS SHOWN IN FILENAME Z-08-3, REZONING SUCH PROPERTY FROM MOBILE HOME PARK (R-5) TO COMMUNITY COMMERCIAL (C-2) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, July 17, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on August 18, 2008.

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

SECTION 1. That ± 2 acres of real property located at 519 West Main Street, as shown in filename Z-08-3 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Mobile Home Park (R-5) to Community Commercial (C-2), subject to the following conditions:

1. Applicant shall dedicate required right-of-way along MC 85/Main Street. Additional requests for right of way/infrastructure improvements may be required for any future development during the site plan review process.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1319-808

[Legal Description and Map of the Property]

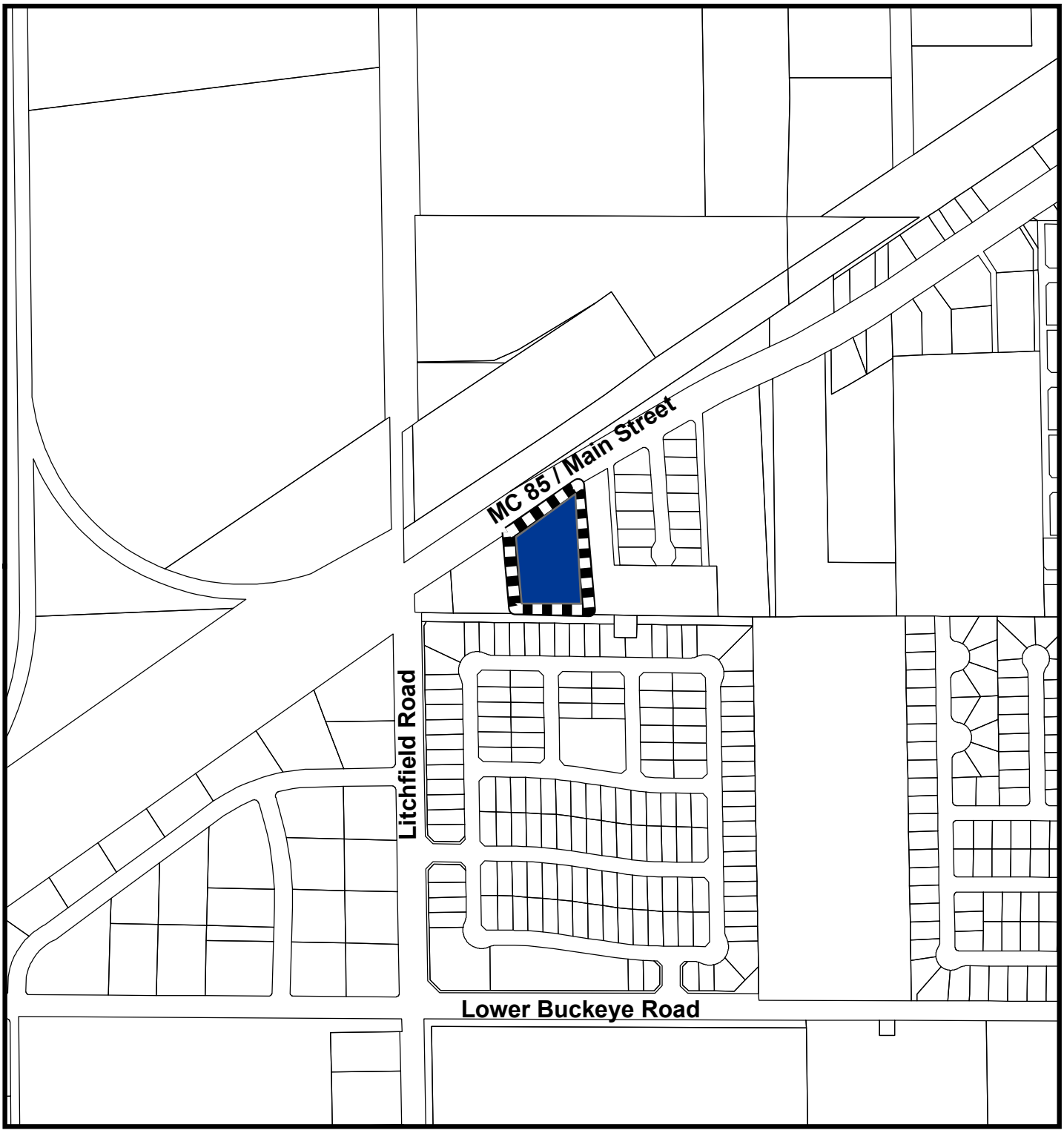
See following pages.

EXHIBIT A

LEGAL DESCRIPTION
FOR
519 WEST MAIN STREET
(Z-08-3 RAUL & TERESA'S)

That part of the Northwest quarter of the Southwest quarter of Section 15, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as described as follows:

BEGINNING at a point on the South line of said Northwest corner of the Southwest quarter which bears East 363.42 feet from the Southwest corner thereof;
THENCE North 06 degrees 12 minutes 45 seconds West 266.31 feet to the Southeasterly right-of-way line of Highway 80;
THENCE North 55 degrees 34 minutes East 284.71 feet along said right-of-way line;
THENCE South 06 degrees 12 minutes 45 seconds East 428.25 feet to the South line of said Northwest quarter of the Southwest quarter;
THENCE West 252.35 feet along the South line to the POINT OF BEGINNING.



Application Z-08-3

Avondale

Subject Property

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CITY COUNCIL REPORT

SUBJECT:
Ordinance 1324-808 - Amending the Zoning Ordinance, Section 11 by adding new provisions for Public Art

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Avondale Municipal Art Committee recommends that the City Council consider an ordinance that will require public art for public and private developments, with an option for private developers to pay a fee in lieu of artwork on site to the Public Art Fund.

BACKGROUND:

The Avondale Municipal Art Committee was created two years ago and tasked with selecting, recommending and procuring public art for the City of Avondale. In researching the ways other cities build extensive public art collections, it became clear that the most acceptable and widely used approach was to establish an ordinance that requires public art be included in development projects. It is a straightforward approach that recognizes public art as an essential element of a quality development. Public Art is also an essential element in meeting the Council Goal of enhancing Quality of Life.

Public art creates a unique sense of community and a public image that presents the city as one that cares about art and culture, which positively affects property owners and property values.

Development Services staff drafted the ordinance after reviewing sample ordinances from other cities, including Tempe, Scottsdale and Glendale. In addition, Valley Partnership provided input from the development community.

The Council reviewed the draft ordinance in a Work Session on June 8, 2008, the Council comments have been incorporated into the ordinance. The Planning Commission heard this item at its July 17th meeting and recommended approval. One commission member expressed his wish that the ordinance require more investment by developers, preferring not to exempt Industrial Districts or smaller developments.

DISCUSSION:

The proposed ordinance exempts developments of less than 50,000 square feet and general industrial (A-1 zoning) projects. Although municipal buildings are included, the ordinance recognizes the annual general fund contribution to the Municipal Art Committee Public Art Fund, and therefore allows for the exemption of specific municipal projects. The value of the public art is correlated with the value of the project in a tiered manner that imposes caps.

All Public Art required shall have a minimum valuation equal to 0.25% (1/4%) of the total construction cost (hereinafter “Art Valuation”), subject to the following maximum investment caps based upon the net floor area of the development:

- 0.25% of the total construction cost for projects of 50,000 to 250,000 square feet with a cap of $100,000;
- 0.25% of the total construction cost for projects of 250,001 to 350,000 square feet with a cap of $125,000;
- 0.25% of the total construction cost for projects of 350,001 and greater square footage with a cap of $150,000.

The total construction cost shall be based on the cost of construction established by the Building Division for purposes of calculating the building permit fees.

The Art Valuation is determined when the applicant submits an application for a building permit. If the construction cost increases or decreases by ten percent (10%) or more, due to project modifications, additions or deletions, the Art Valuation shall be revised to reflect the revised construction cost as determined by the Building Division.

The developer may elect to make a contribution to the Public Art Fund in lieu of providing art work on site. The Art in Public Spaces Fund will be a separate fund, where monies will be pooled. All public art purchases or temporary exhibits that require the expenditure of these funds requires Council approval.

If the developer elects to provide public art on site, a public art application must be part of the development site plan to assure that the artwork is well integrated with the overall site plan. It shall include:

(1) Landscape site plan indicating the location and orientation of the artwork and the landscaping and architectural treatment integrating the piece into the overall project design;
(2) A sample, model, photograph or drawings of the proposed artwork;
(3) Material samples and finishes if appropriate;
(4) A resume of the proposed artist;
(5) Slides and/or photographs of the proposed artist's past work which demonstrates like work to the proposal;
(6) A written statement by the artist describing any theme or development of the artwork
(7) A written statement or invoice by the artist declaring the valuation of the artwork.
(8) Statement of the ongoing maintenance requirements.

The completed application along with the recommendation of staff and/or consultants is forwarded to the Avondale Municipal Art Committee for review and action. Timeliness is a concern for developers. Therefore, prompt review and response will be provided. Staff will strive to manage this process so that is moves in tandem to the development review process.

The AMAC considers public art to be any work of art created by visual or public context artists or designer that is sited in a public place for people to experience. The required artwork that may be used to satisfy the requirements of this Chapter shall include but are not limited to, the following:

(1) Sculpture: in the round, bas-relief, mobile, kinetic, electronic, in any material or combination of materials;
(2) Painting: All media, including, but not limited to, murals;
(3) Mosaics;
(4) Artwork: in clay, wood, metal, plastics and other materials;
(5) Mixed Media: any combination of forms or media, including collage;
(6) Any other form of work of artwork determined by the Avondale

Municipal Art Committee or City Council on appeal, to satisfy the intent of this Chapter.
(7) Preference may be given to local artist; however, all artists must be able to provide a portfolio of accomplished public artwork projects showcasing their experience.

Public art is art that is located in public spaces. It is art that people encounter on a daily basis in the public sphere.

Excluded Items: The following shall not be included as part of the Art Valuation, but shall be born separately by the developer/ property owner:

(1) The cost of locating the artist;
(2) Architect and landscape architect fees;
(3) Land costs;
(4) Mass produced objects such as playground equipment, services or utilities necessary to operate or maintain the artwork over time;
(5) Landscaping around sculpture, not integral to sculpture design;
(6) Publicity, public relations, photographs or dedication ceremonies;
(7) Utility fees associated with activating artwork;
(8) Logo and identifying signage.

The AMAC will use the following objectives in reviewing public art on site applications. The committee is also amenable to considering functional art. The art will be evaluated to determine if it is:

(1) A unique or thematic design:
(2) Appropriate in scale, form, content, materials, textures, colors and design to the site and surrounding environment;
(3) Compatible with the design character or historic character of the site;
(4) Integrated and complements the surrounding environment;
(5) Reflective of and integrates natural features;
(6) Considerate of the public's safety;
(7) Durable in material and easy of maintenance
(8) Of appropriate quality, artistic excellence and originality.

A developer may appeal a denial of proposed art work on site to the City Council.

BUDGETARY IMPACT:

N/A

RECOMMENDATION:

Staff recommends adoption of the ordinance.

ATTACHMENTS:

Click to download

- ORD 1324-808

ORDINANCE NO. 1324-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ORDINANCE OF THE CITY OF AVONDALE, SECTION 11, RESERVED, BY ADDING NEW SECTIONS 1101 THROUGH 1110 RELATING TO PUBLIC ART.

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the "Commission") and the Council of the City of Avondale (the "City Council") were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-462.04, the Commission held a public hearing on this Ordinance on July 17, 2008; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on August 18, 2008.

SECTION 1. That the City of Avondale Zoning Ordinance, Section 11, Reserved, is hereby amended by adding new provisions thereto entitled "Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment and Municipal Construction" to read as follows:

Section 11 REQUIRED PUBLIC ART FOR NEW PLANNED AREA DEVELOPMENTS (PAD), COMMERCIAL, OFFICE, EMPLOYMENT AND MUNICIPAL CONSTRUCTION

Sections:

1101 Purpose
1102 Definitions
1103 Findings
1104 Property subject to requirements
1105 Public Art on site
1106 Public Art valuation
1107 Fee in lieu of Public Art on site
1108 Procedure for Public Art on site
1109 Guidelines for approval
1110 Appeal to the City Council

1101 Purpose

The purpose of this Section 11 is to beautify the community with a wide variety of quality artistic elements. Residents and visitors may enjoy the artistic elements and will often return to experience them again while shopping or conducting business. This section includes provisions to regulate and establish standards for inclusion of publicly visible Public Art in Planned Area Development (PAD), commercial, office, employment and municipal development projects.

1102 Definitions

A. "Public Art" means any work of art created by visual artists or public context designer that is sited in a public place for people to experience. This can include murals, outdoor sculptures, or infrastructure such as public fixtures or furniture and other functional elements that are designed and/or built by visual artists or public context designers. Public art is art that is located in public spaces. It is art that people encounter on a daily basis in the public sphere.

B. "Interior" means the inner part of a building, including the foyer and internal court yard. Exterior is defined as the region that is outside and in front of a building where representations of visual Public Art are suitably situated. Public Art may be exterior to the building but interior to the project site.

C. "Net Floor Area" means the sum of all floor areas, including mezzanines, outdoor retail and dining areas, devoted to an activity, excluding exterior walkways and the thickness of exterior walls.

1103 Findings

The City Council makes the following findings:

A. The visual and aesthetic quality of development projects in the City has a significant impact on property values, the economic well-being of the City and its orderly development.

B. Public art plays a role in creating opportunities for cultural tourism, economic development and image building.

C. The incorporation of publicly visible Public Art in PAD, commercial, office, employment, and municipal development projects will enhance the visual and aesthetic quality of such developments, enhance property values and the orderly development of the City.

D. Public Art creates a unique sense of community and self-image, as well as a public image presented to others which, in turn, can positively affect property owners' willingness to maintain their property and its value.

E. Requiring the incorporation of such Public Art is in the public interest and welfare.

1104 Property subject to requirements

A. New Construction. All new construction of non-residential PAD, commercial, office, and employment development projects of 50,000 square feet net floor area or greater that will require site plan approval, and all municipal buildings shall be subject to the requirements of this Section.

B. Expanded or Remodeled. All existing developments in excess of 50,000 square feet that expand or are remodeled to the extent of 50% or more of the replacement cost of the building, will be considered newly constructed are subject to the provisions of this Section 11.

C. Exemptions. All residential, general industrial (A-1 zoning district), non-profit and/or non-municipal governmental development shall be exempt from the requirements of this Chapter, provided that non-profit status is not obtained for the sole purpose of avoiding the requirements of this Section.

D. Discretionary Review Projects. Nothing contained in this Section 11 shall prevent the City Council and/or the Planning and Zoning Commission from imposing requirements for inclusion of Public Art in a particular project not mentioned in this Section 11 by means of specific plan, conditional use permit, or other discretionary review where it is determined that facts particular to the proposed development warrant such a conditional approval. Where the Planning and Zoning Commission or the City Council deems it appropriate, several small projects may pool resources to provide one larger Public Art piece.

E. Additional Council Exemption. The City Council may exempt any municipal building from the provisions and requirements of this Section by a majority vote of a quorum of the City Council present and voting. The City Council may provide annual funding to the Municipal Art Committee for the purpose of securing Public Art, as the budget allows.

1105 Public Art on site

All Subject Property developments of 50,000 square feet net floor area and above shall provide for the installation and maintenance of exterior Public Art on the property being developed, which must be visible or accessible to the public, except where a Fee In Lieu of Public Art on Site is elected pursuant to Section 1107. Smaller projects are encouraged to incorporate artistic functional design elements.

A. General. Before installation, the owner of the Subject Property will obtain approval of a Public Art On Site application demonstrating the placement of the Public Art on the site. In addition, the owner of the Subject Property shall maintain the Public Art, or cause it to be maintained, in good condition continuously after its installation in accordance with subsection 1108(F) below. No piece of required Public Art approved pursuant to this Section may be removed, except for required maintenance or repair, without the prior, written approval of the City, which may be conditioned upon replacement of the piece.

B. Media. The required Public Art that may be used to satisfy the requirements of this Section may include but are not limited to, the following:

1. Sculpture: in the round, bas-relief, mobile, kinetic, electronic, in any material or combination of materials.

2. Painting: all media, including, but not limited to, murals.

3. Mosaics: pictures or decorative designs made by setting small colored pieces, such as stone or tile, into a surface.

4. Artwork: in clay, wood, metal, plastics and other materials.

5. Mixed Media: any combination of forms or media, including collage.

6. Unique Features: One-of-a-kind building features and site enhancements such as gates, benches, water features, walkways or bridges, and public use items including decorative trash receptacles provided that it has been commissioned by a visual artists or public context designer.

7. Other Items: Any other form of Public Art determined by the Avondale Municipal Art Committee or City Council to satisfy the intent of this Section. Applicants are strongly encouraged to utilize local visual artists or public context designers; however, all visual artists or public context designers must be able to provide a portfolio of accomplished Public Art projects showcasing their experience.

C. Identification. Each Public Art piece shall be identified by a plaque stating the visual artist or public context designer's name, Public Art piece title, and date the work was dedicated. The plaque will be placed in an appropriate location near the Public Art piece that can be easily accessed by pedestrians.

D. Installation. Except as otherwise provided in this Section, no Certificate of Occupancy shall be issued for the subject property until the required Public Art piece has been installed on the property. If such installation prior to the anticipated date of occupancy is impractical, the City Manager or authorized designee may allow occupancy of the building or portion thereof prior to installation of the Public Art piece, provided that the applicant has filed adequate security with the City to guarantee installation of the Public Art piece as required in the form of a bond, letter of credit, cash deposit, or similar security instrument, along with an agreement to install the required Public Art piece, in such amount and form as is acceptable to the City Manager or authorized designee and the City Attorney. Such security may be drawn upon or liquidated and the funds transferred to the Public Art Fund if after one (1) year the Public Art is not installed.

1106 Public Art valuation

A. All Public Art required by this Section shall have a minimum valuation equal to 0.25% of the valuation of the new construction, remodeling or replacement (hereinafter "Art

Valuation"), subject to the following maximum investment caps based upon the net floor area of the development:

1. For projects of 50,000 to 250,000 square feet, a cap of $100,000.

2. For projects of 250,001 to 350,000 square feet, a cap of $125,000.

3. For projects of 350,001 and greater square feet, a cap of $150,000.

B. The building valuation shall be based on the cost of construction established by the City's Building Division for purposes of calculating the building permit fees. The Art Valuation is determined when the applicant submits an application for a building permit. If the building valuation increases or decreases by ten percent (10%) or more due to project modifications, additions or deletions, the Art Valuation shall be revised to reflect the increased or decreased building valuation as determined by the Building Division.

C. Included Items. All of the following expenses may also be included as part of the Art Valuation:

1. The Public Art piece itself, including the visual artist or public context designer's fee for design, structural engineering, materials, and fabrication.

2. Transportation and installation of the Public Art at the site.

3. Identification plaque(s).

4. Mountings, anchorages, containments, pedestals, bases, or materials necessary for installation of the Public Art.

5. Illumination of the Public art as appropriate.

D. Excluded Items. None of the following items shall be included as part of the Art Valuation, but shall be borne separately by the developer/property owner:

1. The cost of locating the visual artist or public context designer.

2. Architect and landscape architect fees.

3. Land costs.

4. Mass produced objects such as playground equipment.

5. Services or utilities necessary to operate or maintain the Public Art piece over time.

6. Landscaping around sculpture, not integral to sculpture design.

7. Publicity, public relations, photographs or dedication ceremonies.

8. Utility fees associated with activating the Public Art piece.

E. Insufficient Value. If the valuation of the Public Art piece is less than the minimum Art Valuation as determined by this Section, the difference shall be deposited into the Public Art Fund.

1107 Fee In Lieu of Public Art on Site

A. Payment and Amount of Fee. The applicant may elect to pay a Fee In Lieu of Public Art On Site to the Public Art Fund established by the City, in lieu of procuring and placing public art on the applicant's project. The fee shall be equal to the Art Valuation determined under Section 1106 above.

B. Maintenance of Account. Any monies collected by the City in accordance with the in lieu contribution provisions of this Chapter shall be deposited in a separate account denominated as the "Public Art Fund" and used at the sole discretion of the City.

C. Use of Account. The Public Art Fund shall be used for the following purposes:

1. To provide Public Art in public places, including permanent and temporary exhibits, to further the intent and purpose of the Public Art Master Plan.

2. To hold pooled monies for later purchase of Public Art.

D. Distribution of Funds. The Avondale Municipal Art Committee shall make recommendations to the City Council regarding the use of monies collected in the Public Art Fund in keeping with the parameters of Sections 1108 and 1109.

1108 Procedure for Public Art on site

A. Selection. If the developer elects to provide a Public Art piece within the development, he or she may utilize the Avondale Municipal Art Committee catalog as a resource in selecting a visual artist or public context designer and to ensure that the proposed piece is in alignment with the Public Art Master Plan and other guidelines and is appropriate to the site. However, the developer may also choose a visual artists or public context designer who is not represented in the catalog. Criteria to be considered in the selection of Public Art shall include the following:

1. Quality: The Public Art piece demonstrates originality, artistic excellence, and quality.

2. Media: All visual forms and media may be considered as outlined in subsection 1105(B), subject to the approval of the Avondale Municipal Art Committee.

3. Style: Public Art of all schools, styles, and tastes should be considered.

4. Response to Site: Public Art and art places should be appropriate in scale, material, form, content, and value for the immediate, general, social, and physical environments with which they are to relate.

5. Team Approach: Encourage the early involvement of the visual artist or public context designer as a member of the project design team.

6. Durability: Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs.

7. Elements of Design: Consider that public art, in addition to meeting aesthetic requirements, may also serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity.

8. Public Liability: Public Art and art places should be examined for unsafe conditions or factors that may bear on public liability.

9. Diversity: Strive for diversity of style, scale, media, designers, community values, forms of expression, and equitable distribution of Public Art throughout the City.

B. Application. Prior to submittal of an application, a pre-application conference with the Development Services Department as outlined in Section 107 is required to become familiar with the requirements of this Section 11 and City procedures. The application materials will be provided to the applicant at this time. The Public Art application shall be submitted as part of the development Site Plan and Design Review application to ensure that the Public Art is well integrated within the overall site plan. It shall include all of the following:

1. Conceptual plan indicating the location and orientation of the Public Art within the site and the landscaping and/or architectural treatment integrating the piece into the overall project design.

2. A sample, model, photograph or drawing of the proposed piece.

3. Material samples and finishes, if appropriate.

4. A resume and at least one (1) reference of the proposed visual artist or public context designer.

5. Slides and/or photographs of the proposed visual artist or public context designer's past work which demonstrates like work to the proposal.

6. A written itemized statement by the visual artist or public context designer describing the response to the site and/or the physical environment with which they are to relate.

7. A written statement or invoice by the visual artist or public context designer declaring the valuation of the Public Art.

8. Statement of the ongoing maintenance requirements.

C. Review Period. The completed Public Art application shall be forwarded by the Development Services Department to the Avondale Municipal Art Committee for review and action. The Avondale Municipal Art Committee shall review the application at its next scheduled monthly meeting, subject to posting requirements, and may make recommendations regarding possible changes, modifications or additions to the proposed Public Art. Seven (7) days prior written notice shall be provided to the applicant of the time and place of the meeting at which the application will be heard by the Avondale Municipal Art Committee. The applicant or applicant's representative may elect to present their proposal to the Committee; however, a presentation is not required. The applicant will be notified of the Avondale Municipal Art Committee's decision within five (5) business days.

D. Approval. The Avondale Municipal Art Committee shall approve or deny the Public Art application based on the Public Art Master Plan and the guidelines in Section 1109 below. The Avondale Municipal Art Committee may conditionally approve a proposed Public Art application subject to such conditions that the Avondale Municipal Art Committee deems reasonably necessary for such Public Art to satisfy the guidelines referenced in Section 1109. If the application is not initially approved by the Avondale Municipal Art Committee, the Committee shall provide the applicant and the Development Services Department with review comments within five (5) business days. The applicant shall attempt to address the review comments and resubmit the art application at least once before the appeal process outlined in Section 1110 can be initiated. If the application is approved by the Avondale Municipal Art Committee, the applicant will be sent a letter of approval within five (5) business days of Committee action.

E. Installation. The Public Art piece must be installed in accordance with the approved site plan prior to issuance of a Certificate of Occupancy for the new construction, unless the posting of security has been approved and made pursuant to Section 1107.

F. Maintenance. All privately sited Public Art pieces shall remain the property of the owner for the life of the Certificate of Occupancy. Title and ownership of the Public Art piece shall transfer in whole or in part to any successor in interest of the structure. The owner of the Public Art piece shall provide all maintenance necessary to preserve the work in good condition. In addition, the owner of Public Art shall maintain in full force and effect fire and extended insurance coverage, including but not limited to vandalism coverage, in a minimum amount of the greater of the fair market value or the purchase price of the subject Public Art. Failure to maintain the Public Art will make the owner subject to possible liens against the real property.

1109 Guidelines for approval

A. The Guidelines for review of the Public Art on site shall be in conformance with the Public Art Master Plan and the following objectives:

1. Portray a unique or thematic design.

2. Be appropriate in scale, form, content, materials, textures, colors and design to the site and surrounding environment.

3. Be compatible in design and location with the design character or historic character of the site.

4. Create an integral and complementary unity with the environment.

5. Preserve and integrate natural features.

6. Consideration of the public's safety.

7. Be durable in material and easy to maintain.

8. Demonstrate quality, artistic excellence and originality.

1110 Appeal to the City Council

Any final decision of the Avondale Municipal Art Committee may be appealed to the City Council. Said appeal shall be in writing stating the grounds thereof. All proceedings initiated by the action of the Avondale Municipal Art Committee shall be suspended pending a final determination by the City Council of the merit of the appeal. The City Council's decision regarding the appeal shall be final and not subject to further review or appeal

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2762-808 - Joinder Agreement with Corrections Officer Retirement Plan of the State of Arizona

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Cherlene Penilla, Human Resources Director (623)333-2218

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution to enter into a Joinder Agreement with the Public Safety Personnel Retirement System, Corrections Officer Retirement Plan and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents.

BACKGROUND:

Detention Officers worked with Chief Kotsur in requesting that their funds be transferred from the Arizona State Retirement System to the Public Safety Personnel Retirement System, Corrections Officer Retirement Plan. An actuarial study was completed and information was presented to all Detention Officers. The Detention Officers requested Chief Kotsur move forward and get approval of the Joinder Agreement to allow membership into the Corrections Officer Retirement Plan.

DISCUSSION:

The requested action is for the City Council to approve the Joinder Agreement between the City of Avondale and the Fund Manager of the Arizona Corrections Officer Retirement Plan to allow the Detention Officers to move their current funds from Arizona State Retirement System to the Corrections Officer Retirement Plan.

BUDGETARY IMPACT:

Currently under the Arizona State Retirement System employees contribute 8.95% and the City contributes 8.95%. The Arizona State Legislature dictates the contribution amount. Under the Corrections Officer Retirement Plan the employees would contribute 7.96% and the City would contribute 6%. The Corrections Officer Retirement Plan will be proposing a rate change in September 8, 2008, but the rate increase has not been determined at this time.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution to enter into a Joinder Agreement with the Public Safety Personnel Retirement System, Corrections Officer Retirement Plan and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents.

ATTACHMENTS:

Click to download

- RES - 2762-808

RESOLUTION NO. 2762-808

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A JOINDER AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE CORRECTIONS OFFICER RETIREMENT PLAN.

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

SECTION 1. That the Joinder Agreement with State of Arizona relating to the Corrections Officer Retirement Plan (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, August 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. 2762-808

[Joinder Agreement]

See following pages.

CORRECTIONS OFFICER RETIREMENT PLAN
of the State of Arizona

ORIGINAL

JOINDER AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20_____, effective as of the _____ day of _____, 20_____, by and between the undersigned Employer and the Fund Manager of the Arizona Corrections Officer Retirement Plan;

WITNESSETH:

WHEREAS, the Employer is a political subdivision deriving its powers from the Legislature of the State of Arizona which employs certain employees in the designated position of CITY OF AVONDALE DETENTION OFFICERS, and

WHEREAS, the Employer, after considering its cost requirements to provide retirement and other benefits to its detention officers through the Arizona Corrections Officer Retirement Plan, has determined to provide benefits for those employees through the Arizona Corrections Officer Retirement Plan and has adopted a resolution and followed such other procedures as are necessary to elect to join the Plan, and

WHEREAS, the Fund Manager of the Arizona Corrections Officer Retirement Plan has considered the request of the undersigned Employer to join the Plan and has approved the participation in the Plan of the Employer;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Fund Manager hereby agree as follows:

1. By execution of this Joinder Agreement the undersigned Employer unconditionally adopts, accepts and agrees to be bound by all the terms and conditions of the Arizona Corrections Officer Retirement Plan with respect to the following designated class of employees: **FULL TIME (NORMALLY WORKS 40 OR MORE HOURS PER WEEK), CITY OF AVONDALE DETENTION OFFICERS.**

2. The undersigned Employer agrees that the past service for each employee transferred to the Plan at the time of joinder will only include periods of full-time employment as a Cty of Avondale detention officer with the undersigned employer.

3. The undersigned Employer further agrees that it will make contributions to the Plan for such designated employees in accordance with the terms and provisions of the Plan which shall be sufficient to meet the normal cost of benefits for such employees, on a level cost method, and to meet the interest on its past service cost of benefits plus actuarially determined amount required to amortize the unfunded accrued liability for such designated employees, on a level cost method, as provided in Title 38, Chapter 5, Article 6, Arizona Revised Statutes, as amended.

4. The Fund Manager, by execution of this Joinder Agreement, accepts the Employer for participation in the Plan.

5. The undersigned Employer hereby agrees that all assets in an existing public employee defined benefit retirement program attributable to those designated employees shall be transferred to the Fund Manager of the Arizona Corrections Officer Retirement Plan. The Employer agrees to provide a statement of the accumulated employee contribution accounts in the prior program. The Employer shall deliver possession of said assets within sixty (60) days after the effective date of this agreement.

IN WITNESS WHEREOF, the Employer has caused to be executed in its behalf by a duly authorized officer and the Fund Manager has executed this Joinder Agreement this _____ day of _____, 20____.

FUND MANAGER:

_____

The Fund Manager
Correction Officers Retirement Plan

EMPLOYER:
CITY OF AVONDALE – DETENTION

BY _____

_____
Chairman

CITY COUNCIL REPORT

SUBJECT:
Resolution 2763-808 and Ordinance 1323-808 - Ameding the Avondale City Code, Chapter 2, Administration by addinng Division 4, "Employee Relations"

MEETING DATE:
August 18, 2008

TO: Mayor and Council

FROM: Cherlene Penilla, Human Resources Director (623)333-2218

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will review and consider a resolution and three proposed ordinances that would allow specific employee groups to organize and have the right to be represented by an employee organization and would declare it a public record.

BACKGROUND:

On April 21, 2008, the Council held a work session to discuss labor relations and to review a proposed ordinance that would allow specific employee groups to organize and have the right to be represented by an employee organization. The Council directed staff to provide additional optional ordinances for the Council to consider.

DISCUSSION:

The City has the right to determine employee wages, hours, benefits, and working conditions and is under no legal obligation to engage in collective bargaining. The City may engage in collective bargaining if it chooses to do so.

City staff, working with legal counsel, has prepared three draft ordinances that will provide specific employee groups the ability to organize, select a representative, and provide information to the City Manager on relevant employee issues through the City's budget process and after a specified period may, in option #1 and option #3 hold an election to determine if the membership wishes to proceed to a "meet and confer" process.

Option #1
Contains provisions for both "Meet and Discuss" and "Meet and Confer"
Percentage for certification of "Meet and Discuss" is 2/3 of employee group
Percentage for certification of "Meet and Confer" is ¾

Option #2
Contains provisions for "Meet and Discuss" process only (Meet and Confer is omitted)
Percentage for certification of "Meet and Discuss" 50% plus one

Otpion #3
Contains provisions for both "Meet and Discuss" and "Meet and Confer" for the Fire and Police Groups only
Percentage for certification of "Meet and Discuss" is 2/3 of employee group
Percentage for certification of "Meet and Confer: is 3/4

The following are the major points of the draft ordinances:

1. Certain employees would be allowed to organize into specific groups and select a representative for that group after certification that a majority of employees in the group consent to such representation.
2. The ordinance would obligate the City to recognize an employee group representative for the purpose of providing information to the City Manager on issues relevant to employee wages, hours, benefits (excluding health care) and other items mutually agreed upon by the Employee Organization and the City Manager.
3. The represented employees agree not to encourage, participate in or organize any work stoppage, slow-down, sick-out or strike.
4. The ordinance allows for a formal process for a specific group to provide recommendations to the City Manager and after one (1) full year of engagement in the “Meet and Discuss” process may elect to proceed to the “Meet and Confer” process. (This applies to Option #1 and Option 3, Option #2 omits “Meet and Confer”)
5. The following Employee Groups would be eligible for epresentation under Option #1 and Option #2: **a.)Fire Employee Group** - regular non-probationary, City firefighters, in all classifications up to and including the rank of Captain. **b.) Police Employee Group** - regular, non-probationary, City Police Officers, in all classifications up to and including the rank of Sergeant. **c.) Trades Group** - all labor and trades non-supervisory, non-confidential and non-exempt employees. **d.) Administrative Group** - all non-supervisory, non-confidential and non-exempt City employees, as determined by the City Manager.
6. Only the Fire Employee Group and the Police Employee Group is eligible for representation under Option #3
7. For "Meet and Discuss" an Employee Organization seeking certification as the exclusive representative of an Employee Group must file a petition with the City Manager signed by at least 50% plus one (Option #2) or 2/3 (Option #1 and Option #3), of the Employee Group that is requesting representation. The City Clerk will verify the signatures. Once the signatures have been verified then a secret ballot certification election will be conducted by the City Clerk.
8. If at least 50% plus one (Option#2) or 2/3 (Option #1 and Option #3) of the employees in the Employee Group vote in favor of the representation then the City Manager will designate the Employee Organization as the official and exclusive Employee Organization.
9. An Employee Organization may petition for decertification in the same manner as a petition for certification except that a decertification election may be held at any time.
10. Under the provisions of the “meet and discuss” process, Employee Groups may submit proposals that will have budgetary impact regarding wages, hours, benefits, (not including health care) and other such items as mutually agreed upon by the Employee Organization and the City Manager.
11. The City Manager will provide a written acknowledgement of receipt of the proposal and will also schedule meeting times to discuss the issues raised in the proposal.
12. During the discussion process, the Employee Organization, management, and elected officials are not permitted to discuss proposals with employees or the news media.
13. After the discussion process is concluded the City Manager will submit the final recommended budget to the City Council. The Council will take appropriate action.
14. If there is a midyear reduction in pay or reduction in force due to a financial crisis the City Manager is required to provide a prompt notice to the Employee Organization and allow the Employee Group a reasonable opportunity to provide comments to the City Manager prior to his/her recommendation to Council.
15. The Employee Organization may submit written proposals to discuss items other than those that may have budgetary impact at any time during the year. The City Manager will acknowledge receipt in writing and schedule a meeting date to discuss such matters.
16. An Employee Group may elect to establish a "meet and confer" process (Option #1 and Option #3) after a minimum of 12 months of certification under the meet and discuss process. The same certification process will be followed as in meet and discuss except that the required

petition must be signed by at least 3/4 of the Employee Group that is requesting a meet and confer election. A secret ballot election will be held after a group meets the 3/4 threshold. To attain meet and confer the group must have at least 3/4 of the employees in the Employee Group vote in favor of meet and confer.

17. The scope of the meet and confer process may encompass wages, hours, benefits, (excluding health care) and other items mutually agreed upon by the Employee Group and the City Manager.
18. The meet and confer process does not require an Employee Group to negotiate a Memorandum of Understanding (MOU). The MOU is a legal document outlining the terms and details of an agreement between parties, including each parties requirements and responsibilities. NOTE: T*he MOU is often the first stage in the formation of a formal contract. An MOU is far more formal than a handshake and is given weight in a court of law should one party fail to meet the obligations of the memorandum.*
19. In the event of a conflict between the City of Avondale's Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations or work place practices and an MOU the MOU will prevail.
20. An Employee Group is not required to negotiate a MOU.
21. An MOU must commence on July 1 and cannot exceed two budget years.
22. An Employee Group may submit written proposals regarding those items within the meet and confer process no earlier than September 15th and no later than October 15th for the following budget year.
23. Generally within ten days of the receipt of the Employee Group's proposals the City Manager will schedule a meet and confer meeting to begin the meet and confer process.
24. Meet and confer meeting may not exceed three hours in length unless mutually agreed upon.
25. Outside negotiators will not be permitted and on duty team members representing the Employee Group will be released from duty with pay for the duration of the meeting.
26. Each negotiating team will have no more than five members.
27. During the meet and confer process the Employee Group and their representatives will be prohibited from discussing with City elected officials or the news media any information, bargaining strategy, term(s), or issue(s) which are the subject of the meet and confer process.
28. During the meet and confer process city elected officials and management employees are prohibited from discussing with employees or the news media any information, bargaining strategy, term(s), or issue(s) which are the subject of the meet and confer process.
29. If agreement on all issues is not reached by February 1st a neutral mediator shall be requested by either party. The mediator will assist in helping the parties reach an agreement.
30. A mediator from the Federal Mediation and Conciliation Service will be mutually agreed upon by the City Manager and the designated employee representative.
31. If agreement is not reached by March 1, an arbitrator will be requested from the Federal Mediation and Conciliation Service.
32. The arbitrator will provide resolution no later than April 15th which shall be binding on both parties.
33. The City Manager and Employee Group representative will sign an MOU which shall then be submitted to the Mayor and Council for their consideration during the budget process.
34. The Mayor and Council may accept or reject but may not modify the MOU. If the Mayor and Council reject the MOU they will provide comments to the City Manager and Employee Group outlining their concerns. The City Manager and Employee Group will meet and confer again on the specific concerns of the Mayor and Council. A revised MOU will be presented to the Mayor and Council at the next regularly scheduled meeting.

BUDGETARY IMPACT:

There are no direct costs associated with the implementation of this amendment to the City of Avondale Code. There may be a future fiscal impact to the City through the City Council's acceptance and implementation of recommendations of the various employee groups into future years' budgets. Additionally, as Employee Groups become certified and elect to enter into the meet and confer process there will be a need for specialized staff to plan, prepare and participate in the

negotiation process and resulting agreements.

RECOMMENDATION:

Staff recommends that the Council either adopt or reject a labor relations ordinance.

ATTACHMENTS:

Click to download

- Option 1
- Option 2
- Option 3
- ORD - 1323-808
- RES - 2763-808

CITY OF AVONDALE

EMPLOYEE RELATIONS ORDINANCE

Adopted August 18, 2008

Chapter 2
Article II – Officers and Employees
Division 4 - Employee Relations

Sections

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2-50 Preamble and Purpose

The citizens of Avondale have a fundamental interest in the development of harmonious and cooperative relations between City Management, Elected Officials, Administrators and the employees of the City of Avondale. The purpose of this Division is to establish an orderly process by which recognized Employee Organizations can address certain issues of concern, as specifically outlined. In effectuating this purpose, this Division is broken into two distinct processes: "Meet and Discuss" (covered by section 2-61 and 2-62) and "Meet and Confer" (covered by 2-64 and 2-65). Recognizing that working together is usually the most productive and effective method, Employee Organizations shall engage in the "Meet and Discuss" process for a minimum of 12 months following certification. The Employee Organization may meet with the City Manager on behalf of an Employee Group regarding issues such as wages, hours, benefits (excluding health care) and other such items mutually agreed upon by the Employee Organization and the City Manager. An Employee Organization may not elect to engage in the "Meet and Confer" process until that group has participated in the "Meet and Discuss" process for a minimum of 12 months following certification. After 12 months of "Meet and Discuss" the Employee Organization may begin the process of recognition under "Meet and Confer." Though health care issues are expressly excluded from the discussion process and from any negotiation, the City Manager may entertain a specific issue relating to health care for limited discussion. Nothing in the Division is meant to contravene the City's existing "Open Door Policy."

2-51 General.

(a) Eligible City employees have the right to be represented by an Employee Organization certified as an exclusive representative under the provisions of this Division.

(b) The City recognizes that communication between public employers and public employees will enhance morale.

(c) The City, its employees and Employee Organizations, have a basic obligation to the public to strive for orderly and continuous operations and functions of government.

(d) Strikes, work stoppages, slowdowns and other concerted efforts which disrupt City services are contrary to the public good and are not in the best interests of the City.

(e) It is the purpose of this Division to provide a framework within which the City management, full-time City employees and their representatives can provide and receive information relating to working conditions, wages, certain benefits (excluding health care) and hours of work while maintaining an open communication culture.

(f) Discussions will be conducted with the City Manager through the process defined by this Division.

(g) Any represented employee covered under this Division must follow the process as outlined in this Division.

(h) Nothing in this Division shall prohibit an unrepresented employee from meeting with the City Manager concerning employee issues.

2-52 Administration.

This Division shall be administered by the City Manager. Allegations of a violation of this Division, or requests for clarification of the Division, may be submitted to the City Manager for resolution. Such allegations, or requests for clarification, must be submitted to the City Manager within 30 days from the date of the incident giving rise to the allegation or request. The decision of the City Manager may be appealed to the City Attorney for final resolution. Such appeal must be submitted within ten days of the City Manager's decision. The City Attorney's decision shall be returned within 30 days and shall be final.

2-53 Conflicts.

(a) The City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices shall govern employee relations to the extent that they do not specifically conflict with the provisions of this Division. In the event of a specific conflict between (1) the City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices and (2) this Division, the documents shall govern in the following order: City of Avondale Policy & Procedures Manual; this Division; City Manager's directives; administrative directives or department rules and regulations.

(b) In the event of a specific conflict between (1) other Avondale City Code provisions or ordinances and (2) this Division, the provisions of the most recently adopted Avondale City Code or Ordinance will prevail.

2-54 Definitions.

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. All other words shall have the meaning ascribed to them by Chapter 1, Article 1-5 of this Code.

Budget Year: the 12 month period of time, beginning July 1 and ending June 30, for which the City Council appropriates City funds during its budget process.

Certification: the designation by the City Manager of an Employee Organization as the exclusive representative of an Employee Group for the purpose of meeting with the City Manager as specified in this Division.

Confidential Employee: any employee, as determined by the City Manager, who has access to financial or other information regarding relations between the City and its recognized employee groups including, but not limited to, information relating to City employment relations issues or who is otherwise in a confidential relationship with City management. The term "confidential employee" also includes any employee who has the opportunity to, or who actually does, influence or advise the City with regard to issues subject to this Division.

Decertification: the removal of an Employee Organization designation as the exclusive representative of an Employee Group.

Day: calendar day, unless otherwise stated.

Employee Group: a defined set of employees who are regularly assigned to one department, or group of related functions, of the City and are specifically designated by this Division as an Employee Group.

Employee Organization: an organization in which City employees within an Employee Group participate and which exists for the purpose, in whole or in part, of meeting with the City Manager as specified in this Division.

Fiscal Crisis: a loss of revenues or change in legal requirements that necessitates a budget change during the fiscal year outside the normal budget process which results in (i) a significant reduction in services to the City; (ii) a reduction in force affecting one or more of the employee groups established by this Division; or (iii) enacts a general decrease in salary or material reduction in employee benefits affecting one or more of the Employee Groups established by this Division.

FMCS: Federal Mediation and Conciliation Service.

Non-exempt Employee: employees who, due to the nature of their employment with the City, are eligible for overtime compensation as defined and governed by the Fair Labor Standards Act.

Non-supervisory Employee: any City employee who does not write performance appraisals, or have authority to recommend the hire, discharge, transfer, suspend, layoff, or discipline other employees, with the exception of Fire Captains and Police Sergeants.

Probationary Employee: an employee in their "original probationary period" as defined by the City of Avondale Policy and Procedures manual.

2-55 Employee Groups.

(a) The following personnel are ineligible for representation under this Division:

(1) Regular, non-probationary City firefighters above the rank of Captain.
(2) Regular, non-probationary City police officers above the rank of Sergeant.
(3) Probationary, temporary, or reserve City firefighters and police officers.
(4) All other City employees who are probationary or who serve in a supervisory, confidential or exempt position.

(b) There may be, at the City's discretion, four employee groups within the City of Avondale as limited by (a) above. They shall include:

(1) Fire Employee Group - regular, non-probationary, City firefighters, in all classifications up to and including the rank of Captain.
(2) Police Employee Group - regular, non-probationary, City police officers, in all classifications up to and including, the rank of Sergeant.
(3) Trades Group – all labor and trades non-supervisory, non-confidential and non-exempt employees.
(4) Administrative Group – all non-supervisory, non-confidential and non-exempt City employees, as determined by the City Manager.

2-56 Certification Process.

(a) An Employee Organization seeking certification as the exclusive representative of an Employee Group shall file all of the following with the City Manager:

(1) The name and address of the Employee Organization.
(2) A copy of its charter, constitution and by-laws.
(3) The names, titles, addresses and telephone numbers of all its duly elected officers.
(4) In the event not so designated in the charter, constitution or by-laws of the Employee Organization, the name, title, address and telephone number of one duly elected officer who shall have full authority to legally represent the Employee Group.
(5) A petition signed by at least two-thirds (2/3) of the Employee Group that is requesting a representation election. The petition, which shall be obtained from the City Clerk, shall identify the Employee Group, request that a certification election be held and shall provide spaces for signature, printed name, job title and date of signature. Any such petition shall be valid only if filed with the City Clerk (or designee) within 60 days after issuance. The dates of issuance and filing shall be noted thereon by the City Clerk (or designee).
(6) Petitions may be submitted at any time during the year, subject to the time limitations in subsection 2-56(a)(5) above.

(b) The City Clerk will, within 15 days from receiving a petition, verify that the signatures on the petition submitted by the Employee Organization are those of employees in the Employee Group. If the City Clerk determines that at least two-thirds (2/3) of the employees in an Employee Group have requested a certification election the City Clerk shall notify the City Manager and a secret ballot certification election will be held in accordance with the provisions of this Division.

(c) If at least two-thirds (2/3) of the employees in the Employee Group vote in favor of representation by the Employee Organization, then the City Manager will as soon as practicable designate the Employee Organization as the official and exclusive Employee Organization for purposes of this Division.

(d) Members of an Employee Group who will act as official representatives during any process set forth in this Division must have served as a full-time regular City employee for a minimum of two years in the City department for which the Employee Group exists. All personnel acting as official City or Employee Group representatives during any process set forth in this Division must have completed the FMCS "Interest Based Problem Solving" training program.

2-57 Decertification Process.

(a) An Employee Organization will serve as the exclusive and official representative of an Employee Group until such time as it becomes decertified in accordance with this Section.

(b) Once an Employee Group selects an Employee Organization to serve as its exclusive and official Employee Organization for purposes of this Division, decertification of that Employee Organization may be accomplished by a secret ballot decertification election that will be held if the City Manager receives a petition signed by at least 50% plus one of the employees in the Employee Group requesting a decertification election. The petition form shall conform to the requirements of Section 2-56(a)(5) of this Division. If at least 50% plus one of the employees in the Employee Group subsequently vote in favor of decertification, the City Manager will decertify the Employee Organization and it shall no longer be the official and exclusive Employee Organization for purposes of this Division.

(c) Violation of any section of this Division by an Employee Group may result in immediate decertification of an Employee Organization by the City Manager. Evidence of the violation and the decision to decertify the Employee Organization will be submitted in writing to the Employee Organization.

(d) If the Employee Organization wishes to appeal the decision of the City Manager, an arbitrator will be requested from the FMCS. Standard rules of the FMCS will be utilized in the selection, use and payment of the arbitrator, unless the parties mutually agree otherwise.

(e) The decision of the arbitrator relating to decertification shall be final and binding on the parties.

2-58 Certification and Decertification Election Process.

(a) Elections will be conducted by secret ballot.

(b) A certification election will be held no later than 45 days following the notice to the City Manager by the City Clerk of a valid petition requesting the election. The City Manager must receive the petition requesting the election as specified in Section 2-56. No more than one certification election may be held within any Employee Group during any 12 month period.

(c) Decertification elections may be held at any time upon receipt by the City Clerk and notification to the City Manager of a valid petition, as provided above, calling for a decertification election.

(d) The City Clerk will oversee the conduct of elections. The procedures for the elections and matters related to the elections shall be mutually agreed upon by the City Manager and representatives of the Employee Group.

(e) Election disputes shall be resolved by the City Manager in accordance with Section 2-52.

2-59 Rights of Employees and Employee Organizations.

(a) Employees have the right to participate on behalf of, or engage in activities on behalf of, an Employee Organization and have the right to refrain from such activity. Employees will be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against Employee Organizations. Violations of this section will necessitate disciplinary action. This section shall not be interpreted to prevent individual expressions of opinion.

(b) There can be only one official and exclusive Employee Organization for each Employee Group for purposes of this Division. Nothing in this Division will prohibit any employee not within an Employee Group represented by a designated Employee Organization from exercising any rights the employee may have to meet with the City Manager or other City official consistent with personnel rules and regulations or any City Manager directive.

(c) An Employee Organization shall have no implied rights beyond the specific terms of this Division.

(d) City facilities may be used for regularly scheduled meetings of the Employee Organization as outlined in the City Facilities Use Policy.

(e) The Employee Organization may not use any other City resource unless expressly authorized by the City Manager.

2-60 City and Management Rights

(a) The City and City Manager's rights are not subjugated or diminished in any way by any expressed or implied duty or obligation to "meet and discuss" or "meet and confer" as applicable.

(b) The City has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. The authority of the City shall not be modified or limited by inference or implication.

(c) The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public and

through its management officials to exercise control and discretion over its organization and operations; to establish rules and practices governing the conduct of employees; to direct and supervise its employees and their work; to take disciplinary action; to relieve its employees from duty because of a lack of work or other reasons; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; to hire, transfer and reassign employees; and to otherwise act in the interests of efficient service to the community. The City reserves the right to establish and revise work schedules and work locations; to establish, revise and implement standards for hiring and promoting employees; to determine the need for additional positions and the qualifications of new employees; and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of employees; to adopt and to manage its budget; provide for the funding of certain levels of service; to add, delete, modify or suspend certain programs, functions, divisions and departments as the City Council, in the exercise of legislative authority to create and manage the City's budget, determines to be necessary and appropriate.

(d) It is the City's right to determine the purpose of each of its departments, agencies, boards and commissions and to set standards of service to be offered to the public and exercise control and discretion over its organization and operations. The City has the right to take all necessary actions to maintain uninterrupted service to the community. The enumeration of the above rights is illustrative only and is not to be construed as being all inclusive.

(e) The City Manager may delegate any of his duties and responsibilities under this Division and may appoint personnel to assist in the performance of those duties and responsibilities. Notwithstanding the City Manager's delegation powers, the City Manager or one of his/her Assistant City Managers shall attend meetings set forth in this Division.

2-61 Budget Process Discussions.

(a) The Employee Organization may submit proposals regarding those items that will have budgetary impact within the scope of the meet and discuss process, as defined by this Division, that affect the Employee Group it represents to the City Manager. All proposals submitted to the City Manager by the Employee Organization must be in writing and shall specifically delineate the issues that will be discussed. Proposals shall be submitted no earlier than September 15 or later than October 15 for the following Budget Year.

(b) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written acknowledgement to the Employee Organization, generally within 30 days. In the acknowledgement, the City Manager shall set a prospective meeting time to discuss the issue(s) raised in the proposal.

(c) The City Manager will meet and discuss the proposals in a private session at mutually agreed upon times and places within the City, for the purpose of discussion of the issues raised. Only those issues identified in the Employee Organization's initial proposal and those raised in the City Manager's response shall be discussed during the meeting, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting.

(d) During the discussion process employees and their representatives are prohibited from discussing with City elected officials or the news media any information, term(s), or issue(s) which are the subject of the discussions between the City and the Employee Group.

(e) During the discussion process City elected officials and management employees are prohibited from discussing with employees or the news media any information, term(s) or issue(s) which are the subject of the discussion process between the City and the Employee Group. City elected officials and management employees are also prohibited from making any commitment or promise whatsoever to employees independent of the City Manager or his/her designee with respect to any matter that is the subject of the discussion process.

(f) The meet and discuss process shall involve no more than five team members appointed by the City Manager, including the City Manager or one of his/her Assistant City Managers and five team members selected by the Employee Organization. The minimum number of members necessary to conduct discussions shall be three members from each team. On-duty team members from the Employee Organization shall be released from duty with pay for the duration of the meeting. Other subject matter experts may participate in meetings at the request of either team.

(g) It is the intent of this section that all discussions occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.

(h) After the discussion process concludes, the City Manager will submit his/her final recommended budget to the City Council. As part of the budget process, the City Council may accept, reject or modify the City Manager's submission or may take whatever action that it considers appropriate.

(i) If the City Manager or Council determines that a mid-year reduction in force or reduction in pay is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s) which would be affected by the reduction in force or pay. The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the

proposed mid-year reduction in force or pay. Other aspects of this section shall not apply in the event of a mid-year reduction in force or pay.

2-62 Non-Budget Discussions.

The Employee Organization may submit written proposals to discuss items other than those that have budgetary impact at any time during the year. Upon receipt of a proposal the City Manager will submit a written response and schedule a meeting to discuss the issue(s) generally within 30 days. If it is determined that the issue(s) will have a budgetary impact the issue(s) will then be required to be submitted in accordance with section 2-61.

2-63 Prohibited Activity; No Strike / Lockout.

(a) It is unlawful for an employee or Employee Organization to discriminate against any employee, as prohibited by State and Federal law, and the City's policies. In addition, no employee shall be retaliated against for participation in or refusal to participate in protected activity.

(b) No employee or Employee Organization shall cause, instigate, encourage, support, threaten or participate in a strike, slowdown, sickout, or work disruption of any type.

(c) The City shall not cause, instigate or engage in any employee lockout.

2-64 Meet and Confer Process.

(a) Should an Employee Group desire to establish a formal meet and confer process the provisions of this section will apply.

(b) If a formal meet and confer process is established, the provisions of Section 2-61 and 2-62 shall no longer be applicable, however all other provisions of this Division shall continue to apply.

(c) An employee group may not elect to establish a meet and confer process for a minimum of 12 months following certification by the City Manager as established in Section 2-56.

(d) Following the completion of 12 months following certification an Employee Group may petition to establish a meet and confer process in the following manner:

(1) A petition shall be submitted signed by at least three-quarters (3/4) of the Employee Group that is requesting a meet and confer election. The petition, which shall be obtained from the City Clerk, shall identify the Employee Group, request that a meet and confer election be held and shall provide spaces for signature, printed name, job title and date of signature.

Any such petition shall be valid only if filed with the City Clerk (or designee) within 60 days after issuance. The dates of issuance and filing shall be noted thereon by the City Clerk (or designee).

(2) Petitions may be submitted at any time during the year, subject to the time limitations in subsection 2-64(d)(1) above.

(3) The City Clerk will, within 15 days from receiving a petition, verify that the signatures on the petition submitted by the Employee Organization are those of employees in the Employee Group. If the City Clerk determines that at least three-quarters (3/4) of the employees in an Employee Group have requested a meet and confer election, the City Clerk shall notify the City Manager and a secret ballot election will be held in accordance with the provisions of this Article.

(4) If at least three-quarters (3/4) of the employees in the Employee Group vote in favor of establishing a meet and confer process, then the City Manager will designate the Employee Organization as the official and exclusive bargaining agent for the meet and confer process.

(5) Elections will be conducted by secret ballot.

(6) Meet and confer elections will be held no later than 45 days following notice to the City Manager of the receipt by the City Clerk of a valid petition requesting the election. The City Manager must receive the petition requesting the election as specified above. No more than one meet and confer election may be held within any Employee Group during any twelve month period.

(7) The City Clerk will oversee the conduct of elections. The procedures for the elections and matters related to the elections will be specified by the City Manager following discussion with the employee group.

(8) Election disputes shall be resolved by the City Manager in accordance with section 2-52.

(e) The scope of the Meet and Confer process may encompass wages, hours, benefits (excluding health care), and such other items mutually agreed upon by an Employee Organization and the City Manager. Though health care issues are expressly excluded from the "Meet and Confer" process and from any negotiation, the City Manager may entertain a specific issue relating to health care for limited discussion.

2-65 Memorandum of Understanding.

(a) Nothing in this section shall be construed as to require an employee group to negotiate a Memorandum of Understanding. However, should they choose to do so, the Memorandum of Understanding shall be negotiated as provided for in this Section.

(b) The term of a Memorandum of Understanding shall begin on July 1 and shall not exceed two budget years.

(c) In the event of a specific conflict between (1) the City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices and (2) a Memorandum of Understanding that results from the process established by this Division, the Memorandum of Understanding will prevail.

(d) The Employee Organization may submit proposals regarding those items within the scope of the meet and confer process, as defined in Section 2-64, that affect the Employee Group it represents to the City Manager. All proposals submitted to the City Manager by the Employee Organization must be in writing and shall specifically delineate the issues that will be discussed in the meet and confer process. Proposals shall be submitted no earlier than September 15 or later than October 15 for the following Budget Year.

(e) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written response to the Employee Organization, generally within 30 days.

(f) Generally within ten days from the receipt of the City Manager's response, representatives of the Employee Organization and the City Manger will begin "meeting and conferring" in a private session at mutually agreed upon times and places within the City, for the purpose of entering into a written memorandum of understanding relating to the proposals. A meet and confer meeting may not exceed three hours in length unless otherwise mutually agreed. Only those issues identified in the Employee Organization's initial proposal and those raised in the City Manager's response shall be discussed during the meet and confer process, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting and conferring.

(g) It is the intent of this Section that negotiations occur between City Management and full-time City employees who are members of the Employee Organization. As such, outside negotiators will not be permitted to participate in any meet and confer sessions. On-duty team members from the Employee Organization shall be released from duty with pay for the duration of the meeting.

(h) The meet and confer process shall involve two negotiating teams, with one team consisting of no more than five members appointed by the City Manager, including the City Manager or one of his/her Assistant City Managers, and a second team consisting of no more than five members selected by the Employee Organization. The minimum number of members necessary to conduct discussions shall be three members from each team. Either negotiating team may have such advisors present as they deem necessary and appropriate. Advisors may observe and provide input but may not actively participate in the negotiation process.

(i) City Management and the Employee Organization are expected to participate in a good faith effort to come to agreement on all issues presented during the meet and confer process.

(j) During the meet and confer process the members and representatives of the Employee Organization are prohibited from discussing with city elected officials or the news media any information, bargaining strategy, term(s), or issue(s) which are the subject of the meet and confer process between the City and the Employee Organization. Members and representatives of the Employee Organization are also prohibited from negotiating or discussing the terms of any Memorandum of Understanding or agreement independent of the negotiating team with respect to any matter that is the subject of the meet and confer process.

(k) During the meet and confer process City elected officials and management employees are prohibited from discussing with employees or the news media any information, bargaining strategy, term(s) or issue(s) which are the subject of the meet and confer process between the City and the Employee Group. City elected officials and management employees are also prohibited from negotiating the terms of any agreement and from making any commitment or promise whatsoever to employees independent of the City Manager or his/her designee with respect to any matter that is the subject of the meet and confer process.

(l) Unless otherwise provided in this Division, during the meet and confer process, all proposals submitted by the Employee Organization and all counter-proposals submitted by the City Manager will remain confidential, to the extent permitted by law, except that they will be available to the City Manager, the Employee Organization representatives, the employees within the Employee Group, department management personnel, and others upon mutual agreement.

(m) It is the intent of this section that all meeting and conferring occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.

(n) The City Manager and the Employee Group representative shall initial all areas of agreement. Those areas not in agreement may be withdrawn or shall be outlined as areas in dispute. If agreement on all issues has not been reached by February 1 a neutral mediator may be requested by either party. The mediator shall assist the parties in reaching agreement.

(o) If the other party consents to the involvement of a mediator, arrangements will be made to involve a mediator from the FMCS or a non-employee of the city that is mutually agreed upon by the City Manager and the representative of the designated Employee Organization. All costs associated with the neutral mediator will be equally shared between the City and the Employee Organization.

(p) If an agreement still has not been reached by March 1, an arbitrator will be requested from the FMCS. Standard rules of the FMCS will be utilized in the selection, use and payment of the arbitrator unless the parties agree otherwise.

(q) All issues not previously agreed upon, or withdrawn, will be submitted to the arbitrator for a resolution. The arbitrator shall provide a resolution no later than April 15 which shall be binding upon the City Manager and the Employee Organization.

(r) Upon final agreement by the City Manager and Employee Group as to the issues addressed in the meet and confer process, the City Manager will cause to be prepared a Memorandum of Understanding, which shall be signed by the City Manager and the designated representative of the Employee Group. This memorandum will be presented to Mayor and Council for their consideration during the budget process for the following Budget Year

(s) The Mayor and City Council may accept, or reject but may not modify the Memorandum of Understanding. If the Mayor and City Council rejects the Memorandum of Understanding they shall provide comments to the City Manager and Employee Organization outlining their concerns. The City Manager and the Employee Organization shall again meet and confer on the specific concerns raised by the Mayor and City Council. A revised Memorandum of Understanding shall be presented to the Mayor and City Council at the next available regularly scheduled meeting.

CITY OF AVONDALE

EMPLOYEE RELATIONS ORDINANCE

Adopted: August 18, 2008

Chapter 2
Article II – Officers and Employees
Division 4 - Employee Relations

Sections

2-50 Preamble and Purpose
2-51 General
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2-64 Additional Measures

2-50 Preamble and Purpose.

The citizens of Avondale have a fundamental interest in the development of harmonious and cooperative relations between City Management, Elected Officials, Administrators and the employees of the City of Avondale. The purpose of this Division is to establish an orderly process by which recognized Employee Organizations can address certain issues of concern, as specifically outlined. Recognizing that working together is usually the most productive and effective method, Employee Organizations shall be permitted to engage in the "Meet and Discuss" process following certification. The Employee Organization may meet with the City Manager on behalf of an Employee Group regarding issues such as wages, hours, benefits (excluding health care) and other such items mutually agreed upon by the Employee Organization and the City Manager. Though health care issues are expressly excluded from the "Meet and Discuss" process and from any negotiation, the City Manager may entertain a specific issue relating to health care for limited discussion. Nothing in the Division is meant to contravene the City's existing "Open Door Policy."

2-51 General.

(a) Eligible City employees have the right to be represented by an Employee Organization certified as an exclusive representative under the provisions of this Division.

(b) The City recognizes that communication between public employers and public employees will enhance morale.

(c) The City, its employees and Employee Organizations, have a basic obligation to the public to strive for orderly and continuous operations and functions of government.

(d) Strikes, work stoppages, slowdowns and other concerted efforts which disrupt City services are contrary to the public good and are not in the best interests of the City.

(e) It is the purpose of this Division to provide a framework within which the City management, full-time City employees and their representatives can provide and receive information relating to working conditions, wages, certain benefits (excluding health care) and hours of work while maintaining an open communication culture.

(f) Discussions will be conducted with the City Manager through the process defined by this Division.

(g) Any represented employee covered under this Division must follow the process as outlined in this Division.

(h) Nothing in this Division shall prohibit an unrepresented employee from meeting with the City Manager concerning employee issues.

2-52 Administration.

This Division shall be administered by the City Manager. Allegations of a violation of this Division, or requests for clarification of the Division, may be submitted to the City Manager for resolution. Such allegations, or requests for clarification, must be submitted to the City Manager within 30 days from the date of the incident giving rise to the allegation or request. The decision of the City Manager may be appealed to the City Attorney for final resolution. Such appeal must be submitted within ten days of the City Manager's decision. The City Attorney's decision shall be returned within 30 days and shall be final.

2-53 Conflicts.

(a) The City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices shall govern employee relations to the extent that they do not specifically conflict with the provisions of this Division. In the event of a specific conflict between (1) the City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices and (2) this Division, the documents shall govern in the following order: City of Avondale Policy & Procedures Manual; this Division; City Manager's directives; administrative directives or department rules and regulations.

(b) In the event of a specific conflict between (1) other Avondale City Code provisions or ordinances and (2) this Division, the provisions of the most recently adopted Avondale City Code or Ordinance will prevail.

2-54 Definitions.

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. All other words shall have the meaning ascribed to them by Chapter 1, Article 1-5 of this Code.

Budget Year: the 12 month period of time, beginning July 1 and ending June 30, for which the City Council appropriates City funds during its budget process.

Certification: the designation by the City Manager of an Employee Organization as the exclusive representative of an Employee Group for the purpose of meeting with the City Manager as specified in this Division.

Confidential Employee: any employee, as determined by the City Manager, who has access to financial or other information regarding relations between the City and its recognized employee groups including, but not limited to, information relating to City employment relations issues or who is otherwise in a confidential relationship with City management. The term "confidential employee" also includes any employee who has the opportunity to, or who actually does, influence or advise the City with regard to issues subject to this Division.

Decertification: the removal of an Employee Organization designation as the exclusive representative of an Employee Group.

Day: calendar day, unless otherwise stated.

Employee Group: a defined set of employees who are regularly assigned to one department, or group of related functions, of the City and are specifically designated by this Division as an Employee Group.

Employee Organization: an organization in which City employees within an Employee Group participate and which exists for the purpose, in whole or in part, of meeting with the City Manager as specified in this Division.

Fiscal Crisis: a loss of revenues or change in legal requirements that necessitates a budget change during the fiscal year outside the normal budget process which results in (i) a significant reduction in services to the City; (ii) a reduction in force affecting one or more of the employee groups established by this Division; or (iii) enacts a general decrease in salary or material reduction in employee benefits affecting one or more of the Employee Groups established by this Division.

FMCS: Federal Mediation and Conciliation Service.

Non-exempt Employee: employees who, due to the nature of their employment with the City, are eligible for overtime compensation as defined and governed by the Fair Labor Standards Act.

Non-supervisory Employee: any City employee who does not write performance appraisals, or have authority to recommend the hire, discharge, transfer, suspend, layoff, or discipline other employees, with the exception of Fire Captains and Police Sergeants.

Probationary Employee: an employee in their "original probationary period" as defined by the City of Avondale Policy and Procedures manual.

2-55 Employee Groups.

(a) The following personnel are ineligible for representation under this Division:

(1) Regular, non-probationary City firefighters above the rank of Captain.
(2) Regular, non-probationary City police officers above the rank of Sergeant.
(3) Probationary, temporary, or reserve City firefighters and police officers.
(4) All other City employees who are probationary or who serve in a supervisory, confidential or exempt position.

(b) There may be, at the City's discretion, four employee groups within the City of Avondale as limited by (a) above. They shall include:

(1) Fire Employee Group - regular, non-probationary, City firefighters, in all classifications up to and including the rank of Captain.
(2) Police Employee Group - regular, non-probationary, City police officers, in all classifications up to and including, the rank of Sergeant.
(3) Trades Group – all labor and trades non-supervisory, non-confidential and non-exempt employees.
(4) Administrative Group – all non-supervisory, non-confidential and non-exempt City employees, as determined by the City Manager.

2-56 Certification Process.

(a) An Employee Organization seeking certification as the exclusive representative of an Employee Group shall file all of the following with the City Manager:

(1) The name and address of the Employee Organization.
(2) A copy of its charter, constitution and by-laws.
(3) The names, titles, addresses and telephone numbers of all its duly elected officers.
(4) In the event not so designated in the charter, constitution or by-laws of the Employee Organization, the name, title, address and telephone number of

one duly elected officer who shall have full authority to legally represent the Employee Group.

(5) A petition signed by at least 50% plus one of the Employee Group that is requesting a representation election. The petition, which shall be obtained from the City Clerk, shall identify the Employee Group, request that a certification election be held and shall provide spaces for signature, printed name, job title and date of signature. Any such petition shall be valid only if filed with the City Clerk (or designee) within 60 days after issuance. The dates of issuance and filing shall be noted thereon by the City Clerk (or designee).

(6) Petitions may be submitted at any time during the year, subject to the time limitations in subsection 2-56(a)(5) above.

(b) The City Clerk will, within 15 days from receiving a petition, verify that the signatures on the petition submitted by the Employee Organization are those of employees in the Employee Group. If the City Clerk determines that at least 50% plus one of the employees in an Employee Group have requested a certification election the City Clerk shall notify the City Manager and a secret ballot certification election will be held in accordance with the provisions of this Division.

(c) If at least 50% plus one of the employees in the Employee Group vote in favor of representation by the Employee Organization, then the City Manager will as soon as practicable designate the Employee Organization as the official and exclusive Employee Organization for purposes of this Division.

(d) Members of an Employee Group who will act as official representatives during any process set forth in this Division must have served as a full-time regular City employee for a minimum of two years in the City department for which the Employee Group exists. All personnel acting as official City or Employee Group representatives during any process set forth in this Division must have completed the FMCS "Interest Based Problem Solving" training program.

2-57 Decertification Process.

(a) An Employee Organization will serve as the exclusive and official representative of an Employee Group until such time as it becomes decertified in accordance with this Section.

(b) Once an Employee Group selects an Employee Organization to serve as its exclusive and official Employee Organization for purposes of this Division, decertification of that Employee Organization may be accomplished by a secret ballot decertification election that will be held if the City Manager receives a petition signed by at least 50% plus one of the employees in the Employee Group requesting a decertification election. The petition form shall conform to the requirements of Section 2-56(a)(5) of this Division. If at least 50% plus one of

the employees in the Employee Group subsequently vote in favor of decertification, the City Manager will decertify the Employee Organization and it shall no longer be the official and exclusive Employee Organization for purposes of this Division.

(c) Violation of any section of this Division by an Employee Group may result in immediate decertification of an Employee Organization by the City Manager. Evidence of the violation and the decision to decertify the Employee Organization will be submitted in writing to the Employee Organization.

(d) If the Employee Organization wishes to appeal the decision of the City Manager, an arbitrator will be requested from the FMCS. Standard rules of the FMCS will be utilized in the selection, use and payment of the arbitrator, unless the parties mutually agree otherwise.

(e) The decision of the arbitrator relating to decertification shall be final and binding on the parties.

2-58 Certification and Decertification Election Process.

(a) Elections will be conducted by secret ballot.

(b) A certification election will be held no later than 45 days following the notice to the City Manager by the City Clerk of a valid petition requesting the election. The City Manager must receive the petition requesting the election as specified in Section 2-56. No more than one certification election may be held within any Employee Group during any 12 month period.

(c) Decertification elections may be held at any time upon receipt by the City Clerk and notification to the City Manager of a valid petition, as provided above, calling for a decertification election.

(d) The City Clerk will oversee the conduct of elections. The procedures for the elections and matters related to the elections shall be mutually agreed upon by the City Manager and representatives of the Employee Group.

(e) Election disputes shall be resolved by the City Manager in accordance with Section 2-52.

2-59 Rights of Employees and Employee Organizations.

(a) Employees have the right to participate on behalf of, or engage in activities on behalf of, an Employee Organization and have the right to refrain from such activity. Employees will be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against Employee Organizations.

Violations of this section will necessitate disciplinary action. This section shall not be interpreted to prevent individual expressions of opinion.

(b) There can be only one official and exclusive Employee Organization for each Employee Group for purposes of this Division. Nothing in this Division will prohibit any employee not within an Employee Group represented by a designated Employee Organization from exercising any rights the employee may have to meet with the City Manager or other City official consistent with personnel rules and regulations or any City Manager directive.

(c) An Employee Organization shall have no implied rights beyond the specific terms of this Division.

(d) City facilities may be used for regularly scheduled meetings of the Employee Organization as outlined in the City Facilities Use Policy.

(e) The Employee Organization may not use any other City resource unless expressly authorized by the City Manager.

2-60 City and Management Rights

(a) The City and City Manager's rights are not subjugated or diminished in any way by any expressed or implied duty or obligation to meet and discuss.

(b) The City has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. The authority of the City shall not be modified or limited by inference or implication.

(c) The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public and through its management officials to exercise control and discretion over its organization and operations; to establish rules and practices governing the conduct of employees; to direct and supervise its employees and their work; to take disciplinary action; to relieve its employees from duty because of a lack of work or other reasons; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; to hire, transfer and reassign employees; and to otherwise act in the interests of efficient service to the community. The City reserves the right to establish and revise work schedules and work locations; to establish, revise and implement standards for hiring and promoting employees; to determine the need for additional positions and the qualifications of new employees; and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of employees; to adopt and to manage its budget;

provide for the funding of certain levels of service; to add, delete, modify or suspend certain programs, functions, divisions and departments as the City Council, in the exercise of legislative authority to create and manage the City's budget, determines to be necessary and appropriate.

(d) It is the City's right to determine the purpose of each of its departments, agencies, boards and commissions and to set standards of service to be offered to the public and exercise control and discretion over its organization and operations. The City has the right to take all necessary actions to maintain uninterrupted service to the community. The enumeration of the above rights is illustrative only and is not to be construed as being all inclusive.

(e) The City Manager may delegate any of his duties and responsibilities under this Division and may appoint personnel to assist in the performance of those duties and responsibilities. Notwithstanding the City Manager's delegation powers, the City Manager or one of his/her Assistant City Managers shall attend meetings set forth in this Division.

2-61 Budget Process Discussions.

(a) The Employee Organization may submit proposals regarding those items that will have budgetary impact within the scope of the meet and discuss process, as defined by this Division, that affect the Employee Group it represents to the City Manager. All proposals submitted to the City Manager by the Employee Organization must be in writing and shall specifically delineate the issues that will be discussed. Proposals shall be submitted no earlier than September 15 or later than October 15 for the following Budget Year.

(b) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written acknowledgement to the Employee Organization, generally within 30 days. In the acknowledgement, the City Manager shall set a prospective meeting time to discuss the issue(s) raised in the proposal.

(c) The City Manager will meet and discuss the proposals in a private session at mutually agreed upon times and places within the City, for the purpose of discussion of the issues raised. Only those issues identified in the Employee Organization's initial proposal and those raised in the City Manager's response shall be discussed during the meeting, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting.

(d) During the discussion process employees and their representatives are prohibited from discussing with City elected officials or the news media any information, term(s), or issue(s) which are the subject of the discussions between the City and the Employee Group.

(e) During the discussion process City elected officials and management employees are prohibited from discussing with employees or the news media any information, term(s) or issue(s) which are the subject of the discussion process between the City and the Employee Group. City elected officials and management employees are also prohibited from making any commitment or promise whatsoever to employees independent of the City Manager or his/her designee with respect to any matter that is the subject of the discussion process.

(f) The meet and discuss process shall involve no more than five team members appointed by the City Manager, including the City Manager or one of his/her Assistant City Managers and five team members selected by the Employee Organization. The minimum number of members necessary to conduct discussions shall be three members from each team. On-duty team members from the Employee Organization shall be released from duty with pay for the duration of the meeting. Other subject matter experts may participate in meetings at the request of either team.

(g) It is the intent of this section that all discussions occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.

(h) After the discussion process concludes, the City Manager will submit his/her final recommended budget to the City Council. As part of the budget process, the City Council may accept, reject or modify the City Manager's submission or may take whatever action that it considers appropriate.

(i) If the City Manager or Council determines that a mid-year reduction in force or reduction in pay is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s) which would be affected by the reduction in force or pay. The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. Other aspects of this section shall not apply in the event of a mid-year reduction in force or pay.

2-62 Non-Budget Discussions.

The Employee Organization may submit written proposals to discuss items other than those that have budgetary impact at any time during the year. Upon receipt of a proposal the City Manager will submit a written response and schedule a meeting to discuss the issue(s) generally within 30 days. If it is determined that the issue(s) will have a budgetary impact the issue(s) will then be required to be submitted in accordance with section 2-62.

2-63 Prohibited Activity; No Strike / Lockout.

(a) It is unlawful for an employee or Employee Organization to discriminate against any employee, as prohibited by State and Federal law, and the City's policies. In addition, no employee shall be retaliated against for participation in or refusal to participate in protected activity.

(b) No employee or Employee Organization shall cause, instigate, encourage, support, threaten or participate in a strike, slowdown, sickout, or work disruption of any type.

(c) The City shall not cause, instigate or engage in any employee lockout.

2-64 Additional Measures.

If a recognized Employee Organization participates in good faith in this meet and discuss process and is not satisfied with the results, at anytime not less than one year after recognition, that Employee Organization may request that the City Council adopt a meet and confer ordinance.

CITY OF AVONDALE

EMPLOYEE RELATIONS ORDINANCE

Adopted: August 18, 2008

Chapter 2
Article II – Officers and Employees
Division 4 - Employee Relations

Sections

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2-61 Budget Process Discussions
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2-63 Prohibited Activity; No Strike / Lockout
2-64 Meet and Confer Process
2-65 Memorandum of Understanding

2-50 Preamble and Purpose

The citizens of Avondale have a fundamental interest in the development of harmonious and cooperative relations between City Management, Elected Officials, Administrators and the employees of the City of Avondale. The purpose of this Division is to establish an orderly process by which recognized Employee Organizations can address certain issues of concern, as specifically outlined. In effectuating this purpose, this Division is broken into two distinct processes: "Meet and Discuss" (covered by section 2-61 and 2-62) and "Meet and Confer" (covered by 2-64 and 2-65). Recognizing that working together is usually the most productive and effective method, Employee Organizations shall engage in the "Meet and Discuss" process for a minimum of 12 months following certification. The Employee Organization may meet with the City Manager on behalf of an Employee Group regarding issues such as wages, hours, benefits (excluding health care) and other such items mutually agreed upon by the Employee Organization and the City Manager. An Employee Organization may not elect to engage in the "Meet and Confer" process until that group has participated in the "Meet and Discuss" process for a minimum of 12 months following certification. After 12 months of "Meet and Discuss" the Employee Organization may begin the process of recognition under "Meet and Confer." Though health care issues are expressly excluded from the discussion process and from any negotiation, the City Manager may entertain a specific issue relating to health care for limited discussion. Nothing in the Division is meant to contravene the City's existing "Open Door Policy."

2-51 General.

(a) Eligible City employees have the right to be represented by an Employee Organization certified as an exclusive representative under the provisions of this Division.

(b) The City recognizes that communication between public employers and public employees will enhance morale.

(c) The City, its employees and Employee Organizations, have a basic obligation to the public to strive for orderly and continuous operations and functions of government.

(d) Strikes, work stoppages, slowdowns and other concerted efforts which disrupt City services are contrary to the public good and are not in the best interests of the City.

(e) It is the purpose of this Division to provide a framework within which the City management, full-time City employees and their representatives can provide and receive information relating to working conditions, wages, certain benefits (excluding health care) and hours of work while maintaining an open communication culture.

(f) Discussions will be conducted with the City Manager through the process defined by this Division.

(g) Any represented employee covered under this Division must follow the process as outlined in this Division.

(h) Nothing in this Division shall prohibit an unrepresented employee from meeting with the City Manager concerning employee issues.

2-52 Administration.

This Division shall be administered by the City Manager. Allegations of a violation of this Division, or requests for clarification of the Division, may be submitted to the City Manager for resolution. Such allegations, or requests for clarification, must be submitted to the City Manager within 30 days from the date of the incident giving rise to the allegation or request. The decision of the City Manager may be appealed to the City Attorney for final resolution. Such appeal must be submitted within ten days of the City Manager's decision. The City Attorney's decision shall be returned within 30 days and shall be final.

2-53 Conflicts.

(a) The City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices shall govern employee relations to the extent that they do not specifically conflict with the provisions of this Division. In the event of a specific conflict between (1) the City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices and (2) this Division, the documents shall govern in the following order: City of Avondale Policy & Procedures Manual; this Division; City Manager's directives; administrative directives or department rules and regulations.

(b) In the event of a specific conflict between (1) other Avondale City Code provisions or ordinances and (2) this Division, the provisions of the most recently adopted Avondale City Code or Ordinance will prevail.

2-54 Definitions.

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. All other words shall have the meaning ascribed to them by Chapter 1, Article 1-5 of this Code.

Budget Year: the 12 month period of time, beginning July 1 and ending June 30, for which the City Council appropriates City funds during its budget process.

Certification: the designation by the City Manager of an Employee Organization as the exclusive representative of an Employee Group for the purpose of meeting with the City Manager as specified in this Division.

Confidential Employee: any employee, as determined by the City Manager, who has access to financial or other information regarding relations between the City and its recognized employee groups including, but not limited to, information relating to City employment relations issues or who is otherwise in a confidential relationship with City management. The term "confidential employee" also includes any employee who has the opportunity to, or who actually does, influence or advise the City with regard to issues subject to this Division.

Decertification: the removal of an Employee Organization designation as the exclusive representative of an Employee Group.

Day: calendar day, unless otherwise stated.

Employee Group: a defined set of employees, as set forth in Section 2-55 below, who are regularly assigned to one department, or group of related functions, of the City and are specifically designated by this Division as an Employee Group.

Employee Organization: an organization in which City employees within an Employee Group participate and which exists for the purpose, in whole or in part, of meeting with the City Manager as specified in this Division.

Fiscal Crisis: a loss of revenues or change in legal requirements that necessitates a budget change during the fiscal year outside the normal budget process which results in (i) a significant reduction in services to the City; (ii) a reduction in force affecting one or more of the employee groups established by this Division; or (iii) enacts a general decrease in salary or material reduction in employee benefits affecting one or more of the Employee Groups established by this Division.

FMCS: Federal Mediation and Conciliation Service.

Non-exempt Employee: employees who, due to the nature of their employment with the City, are eligible for overtime compensation as defined and governed by the Fair Labor Standards Act.

Non-supervisory Employee: any City employee who does not write performance appraisals, or have authority to recommend the hire, discharge, transfer, suspend, layoff, or discipline other employees, with the exception of Fire Captains and Police Sergeants.

Probationary Employee: an employee in their "original probationary period" as defined by the City of Avondale Policy and Procedures manual.

2-55 Employee Groups.

(a) The following personnel are ineligible for representation under this Division:

(1) Regular, non-probationary City firefighters above the rank of Captain.
(2) Regular, non-probationary City police officers above the rank of Sergeant.
(3) Probationary, temporary, or reserve City firefighters and police officers.

(b) There may be, at the City's discretion, two employee groups within the City of Avondale as limited by (a) above. They shall include:

(1) Fire Employee Group - regular, non-probationary, City firefighters, in all classifications up to and including the rank of Captain.
(2) Police Employee Group - regular, non-probationary, City police officers, in all classifications up to and including, the rank of Sergeant.

2-56 Certification Process.

(a) An Employee Organization seeking certification as the exclusive representative of an Employee Group shall file all of the following with the City Manager:

(1) The name and address of the Employee Organization.
(2) A copy of its charter, constitution and by-laws.
(3) The names, titles, addresses and telephone numbers of all its duly elected officers.
(4) In the event not so designated in the charter, constitution or by-laws of the Employee Organization, the name, title, address and telephone number of one duly elected officer who shall have full authority to legally represent the Employee Group.
(5) A petition signed by at least two-thirds (2/3) of the Employee Group that is requesting a representation election. The petition, which shall be obtained from the City Clerk, shall identify the Employee Group, request that a certification election be held and shall provide spaces for signature, printed name, job title and date of signature. Any such petition shall be valid only if filed with the City Clerk (or designee) within 60 days after issuance. The dates of issuance and filing shall be noted thereon by the City Clerk (or designee).
(6) Petitions may be submitted at any time during the year, subject to the time limitations in subsection 2-56(a)(5) above.

(b) The City Clerk will, within 15 days from receiving a petition, verify that the signatures on the petition submitted by the Employee Organization are those of employees in the Employee Group. If the City Clerk determines that at least two-thirds (2/3) of the employees in an Employee Group have requested a certification election the City Clerk shall notify the City Manager and a secret ballot certification election will be held in accordance with the provisions of this Division.

(c) If at least two-thirds (2/3) of the employees in the Employee Group vote in favor of representation by the Employee Organization, then the City Manager will as soon as practicable designate the Employee Organization as the official and exclusive Employee Organization for purposes of this Division.

(d) Members of an Employee Group who will act as official representatives during any process set forth in this Division must have served as a full-time regular City employee for a minimum of two years in the City department for which the Employee Group exists. All personnel acting as official City or Employee Group representatives during any process set forth in this Division must have completed the FMCS "Interest Based Problem Solving" training program.

2-57 Decertification Process.

(a) An Employee Organization will serve as the exclusive and official representative of an Employee Group until such time as it becomes decertified in accordance with this Section.

(b) Once an Employee Group selects an Employee Organization to serve as its exclusive and official Employee Organization for purposes of this Division, decertification of that Employee Organization may be accomplished by a secret ballot decertification election that will be held if the City Manager receives a petition signed by at least 50% plus one of the employees in the Employee Group requesting a decertification election. The petition form shall conform to the requirements of Section 2-56(a)(5) of this Division. If at least 50% plus one of the employees in the Employee Group subsequently vote in favor of decertification, the City Manager will decertify the Employee Organization and it shall no longer be the official and exclusive Employee Organization for purposes of this Division.

(c) Violation of any section of this Division by an Employee Group may result in immediate decertification of an Employee Organization by the City Manager. Evidence of the violation and the decision to decertify the Employee Organization will be submitted in writing to the Employee Organization.

(d) If the Employee Organization wishes to appeal the decision of the City Manager, an arbitrator will be requested from the FMCS. Standard rules of the FMCS will be utilized in the selection, use and payment of the arbitrator, unless the parties mutually agree otherwise.

(e) The decision of the arbitrator relating to decertification shall be final and binding on the parties.

2-58 Certification and Decertification Election Process.

(a) Elections will be conducted by secret ballot.

(b) A certification election will be held no later than 45 days following the notice to the City Manager by the City Clerk of a valid petition requesting the election. The City Manager must receive the petition requesting the election as specified in Section 2-56. No more than one certification election may be held within any Employee Group during any 12 month period.

(c) Decertification elections may be held at any time upon receipt by the City Clerk and notification to the City Manager of a valid petition, as provided above, calling for a decertification election.

(d) The City Clerk will oversee the conduct of elections. The procedures for the elections and matters related to the elections shall be mutually agreed upon by the City Manager and representatives of the Employee Group.

(e) Election disputes shall be resolved by the City Manager in accordance with Section 2-52.

2-59 Rights of Employees and Employee Organizations.

(a) Employees have the right to participate on behalf of, or engage in activities on behalf of, an Employee Organization and have the right to refrain from such activity. Employees will be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against Employee Organizations. Violations of this section will necessitate disciplinary action. This section shall not be interpreted to prevent individual expressions of opinion.

(b) There can be only one official and exclusive Employee Organization for each Employee Group for purposes of this Division. Nothing in this Division will prohibit any employee not within an Employee Group represented by a designated Employee Organization from exercising any rights the employee may have to meet with the City Manager or other City official consistent with personnel rules and regulations or any City Manager directive.

(c) An Employee Organization shall have no implied rights beyond the specific terms of this Division.

(d) City facilities may be used for regularly scheduled meetings of the Employee Organization as outlined in the City Facilities Use Policy.

(e) The Employee Organization may not use any other City resource unless expressly authorized by the City Manager.

2-60 City and Management Rights

(a) The City and City Manager's rights are not subjugated or diminished in any way by any expressed or implied duty or obligation to "meet and discuss" or "meet and confer."

(b) The City has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. The authority of the City shall not be modified or limited by inference or implication.

(c) The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public and through its management officials to exercise control and discretion over its organization and operations; to establish rules and practices governing the conduct of employees; to direct and supervise its employees and their work; to take disciplinary action; to relieve its employees from duty because of a lack of work or other reasons; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; to hire, transfer and reassign employees; and to otherwise act

in the interests of efficient service to the community. The City reserves the right to establish and revise work schedules and work locations; to establish, revise and implement standards for hiring and promoting employees; to determine the need for additional positions and the qualifications of new employees; and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of employees; to adopt and to manage its budget; provide for the funding of certain levels of service; to add, delete, modify or suspend certain programs, functions, divisions and departments as the City Council, in the exercise of legislative authority to create and manage the City's budget, determines to be necessary and appropriate.

(d) It is the City's right to determine the purpose of each of its departments, agencies, boards and commissions and to set standards of service to be offered to the public and exercise control and discretion over its organization and operations. The City has the right to take all necessary actions to maintain uninterrupted service to the community. The enumeration of the above rights is illustrative only and is not to be construed as being all inclusive.

(e) The City Manager may delegate any of his duties and responsibilities under this Division and may appoint personnel to assist in the performance of those duties and responsibilities. Notwithstanding the City Manager's delegation powers, the City Manager or one of his/her Assistant City Managers shall attend meetings set forth in this Division.

2-61 Budget Process Discussions.

(a) The Employee Organization may submit proposals regarding those items that will have budgetary impact within the scope of the meet and discuss process, as defined by this Division, that affect the Employee Group it represents to the City Manager. All proposals submitted to the City Manager by the Employee Organization must be in writing and shall specifically delineate the issues that will be discussed. Proposals shall be submitted no earlier than September 15 or later than October 15 for the following Budget Year.

(b) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written acknowledgement to the Employee Organization, generally within 30 days. In the acknowledgement, the City Manager shall set a prospective meeting time to discuss the issue(s) raised in the proposal.

(c) The City Manager will meet and discuss the proposals in a private session at mutually agreed upon times and places within the City, for the purpose of discussion of the issues raised. Only those issues identified in the Employee Organization's initial proposal and those raised in the City Manager's response shall be discussed during the meeting, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting.

(d) During the discussion process employees and their representatives are prohibited from discussing with City elected officials or the news media any information, term(s), or issue(s) which are the subject of the discussions between the City and the Employee Group.

(e) During the discussion process City elected officials and management employees are prohibited from discussing with employees or the news media any information, term(s) or issue(s) which are the subject of the discussion process between the City and the Employee Group. City elected officials and management employees are also prohibited from making any commitment or promise whatsoever to employees independent of the City Manager or his/her designee with respect to any matter that is the subject of the discussion process.

(f) The meet and discuss process shall involve no more than five team members appointed by the City Manager, including the City Manager or one of his/her Assistant City Managers and five team members selected by the Employee Organization. The minimum number of members necessary to conduct discussions shall be three members from each team. On-duty team members from the Employee Organization shall be released from duty with pay for the duration of the meeting. Other subject matter experts may participate in meetings at the request of either team.

(g) It is the intent of this section that all discussions occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.

(h) After the discussion process concludes, the City Manager will submit his/her final recommended budget to the City Council. As part of the budget process, the City Council may accept, reject or modify the City Manager's submission or may take whatever action that it considers appropriate.

(i) If the City Manager or Council determines that a mid-year reduction in force or reduction in pay is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s) which would be affected by the reduction in force or pay. The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. Other aspects of this section shall not apply in the event of a mid-year reduction in force or pay.

2-62 Non-Budget Discussions.

The Employee Organization may submit written proposals to discuss items other than those that have budgetary impact at any time during the year. Upon receipt of a proposal the

City Manager will submit a written response and schedule a meeting to discuss the issue(s) generally within 30 days. If it is determined that the issue(s) will have a budgetary impact the issue(s) will then be required to be submitted in accordance with section 2-61.

2-63 Prohibited Activity; No Strike / Lockout.

(a) It is unlawful for an employee or Employee Organization to discriminate against any employee, as prohibited by State and Federal law, and the City's policies. In addition, no employee shall be retaliated against for participation in or refusal to participate in protected activity.

(b) No employee or Employee Organization shall cause, instigate, encourage, support, threaten or participate in a strike, slowdown, sickout, or work disruption of any type.

(c) The City shall not cause, instigate or engage in any employee lockout.

2-64 Meet and Confer Process.

(a) Should an Employee Group desire to establish a formal meet and confer process the provisions of this section will apply.

(b) If a formal meet and confer process is established, the provisions of Section 2-61 and 2-62 shall no longer be applicable, however all other provisions of this Division shall continue to apply.

(c) An employee group may not elect to establish a meet and confer process for a minimum of 12 months following certification by the City Manager as established in Section 2-56.

(d) Following the completion of 12 months following certification an Employee Group may petition to establish a meet and confer process in the following manner:

(1) A petition shall be submitted signed by at least three-quarters (3/4) of the Employee Group that is requesting a meet and confer election. The petition, which shall be obtained from the City Clerk, shall identify the Employee Group, request that a meet and confer election be held and shall provide spaces for signature, printed name, job title and date of signature. Any such petition shall be valid only if filed with the City Clerk (or designee) within 60 days after issuance. The dates of issuance and filing shall be noted thereon by the City Clerk (or designee).

(2) Petitions may be submitted at any time during the year, subject to the time limitations in subsection 2-64(d)(1) above.

(3) The City Clerk will, within 15 days from receiving a petition, verify that the signatures on the petition submitted by the Employee Organization are those of employees in the Employee Group. If the City Clerk determines that at least three-quarters (3/4) of the employees in an Employee Group have requested a meet and confer election, the City Clerk shall notify the

City Manager and a secret ballot election will be held in accordance with the provisions of this Article.

(4) If at least three-quarters (3/4) of the employees in the Employee Group vote in favor of establishing a meet and confer process, then the City Manager will designate the Employee Organization as the official and exclusive bargaining agent for the meet and confer process.

(5) Elections will be conducted by secret ballot.

(6) Meet and confer elections will be held no later than 45 days following notice to the City Manager of the receipt by the City Clerk of a valid petition requesting the election. The City Manager must receive the petition requesting the election as specified above. No more than one meet and confer election may be held within any Employee Group during any twelve month period.

(7) The City Clerk will oversee the conduct of elections. The procedures for the elections and matters related to the elections will be specified by the City Manager following discussion with the employee group.

(8) Election disputes shall be resolved by the City Manager in accordance with section 2-52.

(e) The scope of the Meet and Confer process may encompass wages, hours, benefits (excluding health care), and such other items mutually agreed upon by an Employee Organization and the City Manager. Though health care issues are expressly excluded from the "Meet and Confer" process and from any negotiation, the City Manager may entertain a specific issue relating to health care for limited discussion.

2-65 Memorandum of Understanding.

(a) Nothing in this section shall be construed as to require an employee group to negotiate a Memorandum of Understanding. However, should they choose to do so, the Memorandum of Understanding shall be negotiated as provided for in this Section.

(b) The term of a Memorandum of Understanding shall begin on July 1 and shall not exceed two budget years.

(c) In the event of a specific conflict between (1) the City of Avondale Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations, or work place practices and (2) a Memorandum of Understanding that results from the process established by this Division, the Memorandum of Understanding will prevail.

(d) The Employee Organization may submit proposals regarding those items within the scope of the meet and confer process, as defined in Section 2-64, that affect the Employee Group it represents to the City Manager. All proposals submitted to the City Manager by the Employee Organization must be in writing and shall

specifically delineate the issues that will be discussed in the meet and confer process. Proposals shall be submitted no earlier than September 15 or later than October 15 for the following Budget Year.

(e) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written response to the Employee Organization, generally within 30 days.

(f) Generally within ten days from the receipt of the City Manager's response, representatives of the Employee Organization and the City Manger will begin "meeting and conferring" in a private session at mutually agreed upon times and places within the City, for the purpose of entering into a written memorandum of understanding relating to the proposals. A meet and confer meeting may not exceed three hours in length unless otherwise mutually agreed. Only those issues identified in the Employee Organization's initial proposal and those raised in the City Manager's response shall be discussed during the meet and confer process, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting and conferring.

(g) It is the intent of this Section that negotiations occur between City Management and full-time City employees who are members of the Employee Organization. As such, outside negotiators will not be permitted to participate in any meet and confer sessions. On-duty team members from the Employee Organization shall be released from duty with pay for the duration of the meeting.

(h) The meet and confer process shall involve two negotiating teams, with one team consisting of no more than five members appointed by the City Manager, including the City Manager or one of his/her Assistant City Managers, and a second team consisting of no more than five members selected by the Employee Organization. The minimum number of members necessary to conduct discussions shall be three members from each team. Either negotiating team may have such advisors present as they deem necessary and appropriate. Advisors may observe and provide input but may not actively participate in the negotiation process.

(i) City Management and the Employee Organization are expected to participate in a good faith effort to come to agreement on all issues presented during the meet and confer process.

(j) During the meet and confer process the members and representatives of the Employee Organization are prohibited from discussing with city elected officials or the news media any information, bargaining strategy, term(s), or issue(s) which are the subject of the meet and confer process between the City and the Employee Organization. Members and representatives of the Employee Organization are also prohibited from negotiating or discussing the terms of any Memorandum of

Understanding or agreement independent of the negotiating team with respect to any matter that is the subject of the meet and confer process.

(k) During the meet and confer process City elected officials and management employees are prohibited from discussing with employees or the news media any information, bargaining strategy, term(s) or issue(s) which are the subject of the meet and confer process between the City and the Employee Group. City elected officials and management employees are also prohibited from negotiating the terms of any agreement and from making any commitment or promise whatsoever to employees independent of the City Manager or his/her designee with respect to any matter that is the subject of the meet and confer process.

(l) Unless otherwise provided in this Division, during the meet and confer process, all proposals submitted by the Employee Organization and all counter-proposals submitted by the City Manager will remain confidential, to the extent permitted by law, except that they will be available to the City Manager, the Employee Organization representatives, the employees within the Employee Group, department management personnel, and others upon mutual agreement.

(m) It is the intent of this section that all meeting and conferring occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.

(n) The City Manager and the Employee Group representative shall initial all areas of agreement. Those areas not in agreement may be withdrawn or shall be outlined as areas in dispute. If agreement on all issues has not been reached by February 1 a neutral mediator may be requested by either party. The mediator shall assist the parties in reaching agreement.

(o) If the other party consents to the involvement of a mediator, arrangements will be made to involve a mediator from the FMCS or a non-employee of the city that is mutually agreed upon by the City Manager and the representative of the designated Employee Organization. All costs associated with the neutral mediator will be equally shared between the City and the Employee Organization.

(p) If an agreement still has not been reached by March 1, an arbitrator will be requested from the FMCS. Standard rules of the FMCS will be utilized in the selection, use and payment of the arbitrator unless the parties agree otherwise.

(q) All issues not previously agreed upon, or withdrawn, will be submitted to the arbitrator for a resolution. The arbitrator shall provide a resolution no later than April 15 which shall be binding upon the City Manager and the Employee Organization.

(r) Upon final agreement by the City Manager and Employee Group as to the issues addressed in the meet and confer process, the City Manager will cause to be

prepared a Memorandum of Understanding, which shall be signed by the City Manager and the designated representative of the Employee Group. This memorandum will be presented to Mayor and Council for their consideration during the budget process for the following Budget Year

(s) The Mayor and City Council may accept, or reject but may not modify the Memorandum of Understanding. If the Mayor and City Council rejects the Memorandum of Understanding they shall provide comments to the City Manager and Employee Organization outlining their concerns. The City Manager and the Employee Organization shall again meet and confer on the specific concerns raised by the Mayor and City Council. A revised Memorandum of Understanding shall be presented to the Mayor and City Council at the next available regularly scheduled meeting.

ORDINANCE NO. 1323-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE EMPLOYEE RELATIONS ORDINANCE BY REFERENCE AND PROVIDING PENALTIES FOR VIOLATIONS.

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

SECTION 1. That certain document known as the City of Avondale Employee Relations Ordinance, three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2763-808 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. That the Avondale City Code, Chapter 2, Administration, Article II, Officers and Employees, is hereby amended by inserting the City of Avondale Employee Relations Ordinance as a new Division 4 thereof, entitled "Employee Relations."

SECTION 3. That anyone found guilty of violating any provision of the City of Avondale Employee Relations Ordinance shall be guilty of a class 1 misdemeanor, and upon conviction thereof, shall be punished by a maximum fine of $2,500 or by imprisonment for not more than six months in jail, or by both such fine or imprisonment.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the City of Avondale Employee Relations Ordinance adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

RESOLUTION NO. 2763-808

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE EMPLOYEE RELATIONS ORDINANCE."

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

SECTION 1. That certain document entitled the "City of Avondale Employee Relations Ordinance" dated August 18, 2008, of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, August 18, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney